



AGENDA

Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, April 8, 2025, 10:30 AM

1. **CALL TO ORDER**

2. **INVOCATION**

T. K. Heard, Public Safety Chaplain

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**

6. **APPROVAL OF MINUTES**

April 1, 2025

7. **COMMUNICATIONS FROM THE MAYOR**

8. **ADOPTION OF THE AGENDA**

9. **APPEALS**

Request of Kenneth Peter, Jr. for a waiver of the Noise Ordinance at 151 McLean

Avenue on June 6-13, 2025, from 7:00 p.m. - 10:00 p.m. (District 1).

Request of Brandi Jackson for a waiver of the Noise Ordinance at Lyons Park on May 10, 2025, from 8:30 a.m. - 12:30 p.m. (District 2).

Request of Rich Heidal for a waiver of the Noise Ordinance at 15 - 17 S. Monterey Street on May 10, 2025, from 6:00 p.m. - 10:00 p.m. (District 2).

Request of Andre Bend, Sr. for a waiver of the Noise Ordinance at Congress, Washington, Dauphin, & Royal Streets on May 24, 2025, from 11:00 a.m. - 2:00 p.m. (District 2).

Request of Angela Jones for a waiver of the Noise Ordinance at 645 Shelby Street on June 7, 2025, from 7:30 a.m. - 11:30 a.m. (District 2).

Request of Perry Moran for a waiver of the Noise Ordinance at Public Safety Memorial Park on April 12, 2025, from 4:00 p.m. - 7:00 p.m. (District 5).

Request of Catherine Thompson for a waiver of the Noise Ordinance at Medal of Honor Park on May 17, 2025, from 7:00 a.m. - 10:00 a.m. (District 6).

Request of Richard White for a waiver of the Noise Ordinance at Langan Park on April 20, 2025, from 3:00 p.m. - 6:00 p.m. (District 7).

10. PUBLIC HEARINGS

Public hearing to consider rezoning property located at 3300 Knollwood Drive from R-1 and B-1 to R-3 (District 6).

Public hearing to consider the application of Juanita Mullis for a Certificate of Public Convenience and Necessity to operate a limousine service.

Public hearing to consider the application of Shenika Matthews Hobdy for a Certificate of Public Convenience and Necessity to operate a sedan service.

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Denise Grier - Animal Shelter and changes to ordinance.

Jim Walker - City towed his vehicles and equipment despite having a previous agreement.

Reggie Hill - continue petition from last week and offer observations from the Entitlement Committee meeting.

12. CONSENT RESOLUTIONS HELD OVER

03-553 Appoint Allen Williams as a supernumerary to the Board of Adjustment (sponsored by Councilmember Reynolds).

13. RESOLUTIONS HELD OVER

01-538 Authorize the Purchase and Sale Agreement for the acquisition of property located at 1668 West Interstate 65 Service Rd. S; \$855,000.00 (sponsored by Councilmember Reynolds and Mayor Stimpson) (submitted by Carleen Stout-Clark, REAM Dept.).

01-539 Authorize Reimbursable Utility Agreement with Alabama Power Company for the Innovating St. Louis Street project; \$120,603.00 (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt.).

08-541 Approve purchase order to Arcadis U.S., Inc. for boring for intersection signals; \$79,151.81 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-543 Approve purchase order to Imagetrend, LLC for annual renewal of rescue and EMS reporting software for MFRD; \$90,375.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-544 Approve purchase order to SHI International Corp. for annual renewal of Microsoft Windows and Office software products for MIT; \$412,750.24 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-545 Approve purchase order to Tenex Software Solutions for setup and leasing of electronic polling equipment for 2025 municipal election; \$252,264.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-546 Transfer funds from Public Facility Improvements, Alabama Cruise Terminal Fund to Capital Project Cruise Terminal Parking Deck Repair; \$200,000.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Carleen Stout-Clark, REAM Dept.).

09-547 Transfer funds from the Unassigned Fund Balance in the General Fund to Capital Improvement Fund for the Animal Shelter; \$330,000.00 (sponsored by

Councilmember Reynolds and Mayor Stimpson) (submitted by Carleen Stout-Clark, REAM Dept.).

21-548 Authorize contract with McCrory & Williams, Inc. for N. McGregor Reconstruction; \$123,695.00; (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by John Forrester, Engineering Dept.).

25-549 Accept an Easement for Recreational Purpose for Three Mile Creek Greenway Trail Project (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Carleen Stout-Clark, REAM Dept. and Jennifer Greene Programs and Project Mgmt.).

31-550 Adopt the Community & Housing Development CDBG, HOME, and ESG FY 2025-26 Action Plan (sponsored by Councilmember Penn and Mayor Stimpson) (submitted by James Roberts, Community & Housing Development).

31-551 Adopt an additional public service provider to the CDBG 2025-26 Action Plan- Boys and Girls Club (sponsored by Mayor Stimpson) (submitted by James Roberts, Community & Housing Development).

14. ORDINANCES BEING INTRODUCED

64-015 Consider rezoning property located at 3300 Knollwood Drive from R-1 and B-1 to R-3 (sponsored by Councilmember Woods).

88-016 Authorize Land Exchange of properties located at 321 Adams Street, 321 N. Warren Street, 305 Congress Street, and Lyons Street not now needed for municipal purposes (sponsored by Councilmember Carroll and Mayor William Stimpson) (submitted by Ricardo Woods, City Attorney and Carleen Stout-Clark, Director, REAM).

88-017 Authorize Land Exchange of properties located at 603 Broad Street and 2865 Phillips Street not needed for municipal purposes (sponsored by Councilmembers Penn, Carroll, and Mayor William Stimpson) (submitted by Ricardo Woods, City Attorney and Carleen Stout-Clark, Director, REAM).

15. CONSENT RESOLUTIONS BEING INTRODUCED

03-556 Appoint Russell Mitchell to the Mobile Housing Authority Board (sponsored by Mayor Stimpson).

31-557 Authorize the Mayor to apply, accept, and receive grant from the Firehouse

Subs Public Safety Foundation Grant in support of the Mobile Fire Rescue Department; \$45,000.00 (no local match) (sponsored by Mayor Stimpson) (submitted by Chief Johnny Morris, Jr., MFRD).

37-558 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) Liquor License for Broad Express; 158 N. Broad St. (sponsored by Councilmember Carroll).

46-559 Honorarily rename Bragdon Avenue to "Honorary Christian Union Primitive Baptist Church Way" (sponsored by Councilmember Penn).

60-560 Approve award of special bonus to the Build Mobile Employee of the Month; Ford (sponsored by Mayor Stimpson) (submitted by Shayla Beaco; Build Mobile).

60-561 Determine an appropriation to Dearborn YMCA serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-562 Determine an appropriation to John L. LeFlore Magnet High School serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-563 Determine an appropriation to Mobile Symphonic Pops Band serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

16. CIP RESOLUTIONS INTRODUCED

09-564 Transfer funds from Capital Project CIP D2 Special Project to Housing Improvement Plan Fund District 2 neighborhood improvements; \$2,500,000.00 (sponsored by Councilmember Carroll) (submitted by Relya Mallory, Capital Projects).

21-565 Authorize contract with Goram Air Conditioning Company, Inc. for CIP Hillsdale Community Center HVAC replacement; \$505,909.14 (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Carleen Stout-Clark, REAM).

21-566 Authorize contract with Harris Contracting Services, Inc. for Millers and Trimmier Parks ball field pole removal; \$49,900.00 (sponsored by Councilmembers Small & Gregory, and Mayor Stimpson) (submitted by Carleen Stout-Clark, REAM).

17. RESOLUTIONS BEING INTRODUCED

01-567 Authorize Agreement with the Alabama Department of Transportation for detection equipment upgrades at intersections on Old Shell Road (sponsored by Mayor Stimpson) (submitted by Jennifer White, Traffic Eng.).

08-568 Approve purchase order to Communications International, Inc. for handheld radios for Trash Collection Dept.; \$24,012.40 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-569 Approve purchase order to Flymotion, LLC for drone with camera for MFRD; \$55,479.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-570 Authorize contract with Wildlife Solutions, Inc. for invasive species treatment at Brookley and silvicultural burn at Perch Creek; \$28,426.86. (sponsored by Mayor Stimpson) (submitted by Lance Slater, Office of Resilience).

21-571 Authorize contract with Jordan DeLass to provide racquet stringer services for Parks & Rec. Dept.; NTE \$70,000.00 per year (sponsored by Mayor Stimpson) (submitted by Kim Carmody, Parks & Rec. Dept.).

21-572 Authorize contract with Caleb Richardson to provide tennis lessons and clinics for Parks & Rec. Dept.; NTE \$80,000.00 per year (sponsored by Mayor Stimpson) (submitted by Kim Carmody, Parks & Rec. Dept.).

25-573 Accept a Perpetual Non-Exclusive Easement from the Mobile Area Water and Sewer Commissioners for the Africatown Welcome Center (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Carleen Stout-Clark, Director, REAM).

37-574 Consider the application of Juanita Mullis for a Certificate of Public Convenience and Necessity to operate a limousine service.

37-575 Consider the application of Shenika Matthews Hobdy for a Certificate of Public Convenience and Necessity to operate a sedan service.

18. CALL FOR PUBLIC HEARINGS

41-576 Call for public hearing to consider the rezoning of property located at 2415 Saint Stephens Road from R-1 to B-2 (scheduled for May 13, 2025) (District 1).

19. ANNOUNCEMENTS



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

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

Name of Applicant: Kenneth Peter Jr

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 832-451-4368

Organization (if applicable) KP Ministries

Mailing Address of Applicant 6617 Grelot Rd Apt B-2 Mobile AL 36695

Telephone No. 832-451-4368 E-mail address Prophetpeter1919@gmail.com

Location or address of event where amplification will be used:

151 Mclean Ave Mobile, AL 36607

Date of Event: June 6-13 2025 Starting Time: 7:00pm Ending Time 10:00pm

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

Type of Event: Church Tent Revival

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

TU, APR 1, PM 1:59 RCVD



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: Brandi Jackson

PLEASE PRINT ALL INFORMATION

Home Phone Number: 2513008331 Cell Number: 2514580007

Organization (if applicable) 5ive Star Diagnostic Solutions LLC

Mailing Address of Applicant 1015 Montlimar Dr. C5 Mobile, AL 36609

Telephone No. 2513008331 E-mail address info@5ivestardiagnosicsolutions.com

Location or address of event where amplification will be used:

180 Lyons Park Ave. Mobile, AL 36603

Date of Event: 05/10/2025 Starting Time: 8:30am Ending Time 12:30pm

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

Type of Event: Awareness and fundraising event

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

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Name of Applicant: Rich Heidal

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-581-6997

Organization (if applicable) South Monterey Block Party

Mailing Address of Applicant 22 South Monterey St., Mobile, AL 36604

Telephone No. 251.581.6997 E-mail address rich.heidai@gmail.com

Location or address of event where amplification will be used:

1517 S. Monterey St., 36604

Date of Event: 5/10/25 Starting Time: 6 pm Ending Time 10 pm

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

Type of Event: Block 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

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P. O. Box 1827 Mobile, AL 36633

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MOBILE, AL

TU, APR 1, PM 3:17 RCVD



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Name of Applicant: ANDRE BEND SR

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251209026 Cell Number: 2512090276

Organization (if applicable) GULF COAST CARIBBEAN CARNIVAL ASSOCIATION

Mailing Address of Applicant 5315 MACKENZIE DR, MOBILE, AL 36619

Telephone No. 2512090276 E-mail address GULFCOASTCARNIVAL251@GMAIL.COM

Location or address of event where amplification will be used:

WALKING PARADE CONGRESS-WASHINGTON-DAUPHIN-ROYAL STREETS

Date of Event: 05/24/202 Starting Time: 11AM Ending Time 2PM

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

Type of Event: WALKING PARADE FOR CARNIVAL EVENT

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

Music containing obscene language or profanity is prohibited

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

P. O. Box 1827 Mobile, AL 36633

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

Or e-mail to: cityclerk@cityofmobile.org



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: Angela M. Jones

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-452-1052 Cell Number: 251-455-9980

Organization (if applicable) Africatown Community Development Corporation

Mailing Address of Applicant 751 Edwards Street, Mobile, AL 36610

Telephone No. 251-455-9980 E-mail address angelacleon.jones@hotmail.com

Location or address of event where amplification will be used:

645 Shelby Street, Mobile, AL 36610

Date of Event: June 7, 2025 Starting Time: 7:30am Ending Time 11:30am

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

Type of Event: a Walk/Fun Run across the Africatown Bridge and return.

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

WE, APR 2, AM 10:01 RCVD

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: Perry Moran

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-689-8493

Organization (if applicable) _____

Mailing Address of Applicant: 8570 Southwood Ct Fairhope, AL 36532 Apt 10

Telephone No. same as above E-mail address: perry.reycroft.moran@gmail.com

Location or address of event where amplification will be used:

Public Safety Memorial Park

Date of Event: 04/12/2025 Starting Time: 4:00pm Ending Time: 7:00pm

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

Type of Event: Punk Show/Concert

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 31 AM 8:08

2025 MAR 31 AM 8:08



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: Catherine Thompson-Port City Pacers
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-473-7223; Cell Number: _____

Organization (if applicable) Port City Pacers

Mailing Address of Applicant P.O. Box 6427 Mobile, AL 36660

Telephone No. _____ E-mail address portcitypacersmembership@gmail.com

Location or address of event where amplification will be used:

Medal of Honor Park

Date of Event: 5-17-2025 Starting Time: 0700 Ending Time 1000

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

Type of Event: 5k Trail Race

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

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TU, APR 1, PM3:17 RCVD

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: Richard White

PLEASE PRINT ALL INFORMATION

Home Phone Number: 786-413-9854 Cell Number: _____

Organization (if applicable) _____

Mailing Address of Applicant 5304 colonial circle north mobile AL 36618

Telephone No. _____ E-mail address nel73vert@gmail.com

Location or address of event where amplification will be used:

Municipal Lagan park

Date of Event: April 20, 2025 Starting Time: from 3 to 6 PM Ending Time _____

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

Type of Event: car meet

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 APR -2 AM 8:39

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 3300 Knollwood Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted **March 5, 2025**, a public hearing will be held on the **8th** day of **April**, 2025, at 10:30 a.m., to consider adoption of an ordinance for the proposed rezoning of property located at 3300 Knollwood Drive from R-1, Single-Family Residential Suburban District, and B-1, Buffer Business Suburban District, to R-3, Multi-Family Residential Suburban District.

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

Lisa C. Lambert
City Clerk

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

Sponsored by: Councilmember Josh Woods

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 A CAPPED REBAR AT THE SOUTHEAST CORNER OF LOT 1, THE KNOLLWOOD PLACE, AS RECORDED IN INSTRUMENT NO. 2024050342, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE SOUTH 89°54'45" WEST 1065.56 FEET TO A CRIMPED TOP PIPE AT THE SOUTHWEST CORNER OF LOT 1; THENCE NORTH 00°17'15" EAST 672.12 FEET TO A CAPPED REBAR AT THE NORTHWEST CORNER OF LOT 1; THENCE NORTH 00°16'02" EAST 786.33 FEET TO A REBAR ON THE SOUTHWEST LINE OF KNOLLWOOD DRIVE; THENCE SOUTHEASTWARDLY ALONG SAID SOUTHWEST LINE FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS OF 1500.59 FEET AN ARC DISTANCE OF 942.85 FEET (CHORD: SOUTH 32°27'03" EAST 927.42 FEET) TO A CAPPED REBAR AT THE P.T. THEREOF, SAID POINT BEING THE NORTHEAST CORNER OF LOT 1; THENCE SOUTH 51°19'15" EAST ALONG SAID SOUTHWEST LINE 771.78 FEET TO A CAPPED REBAR AT THE P.C. OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWARDLY ALONG THE WEST LINE OF MEDICAL PARK DRIVE AND ALONG THE ARC OF SAID CURVE 36.96 FEET (CHORD: SOUTH 08°58'24" EAST 33.68 FEET) TO A CAPPED REBAR AT THE P.R.C. OF A 284.18 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTWARDLY ALONG SAID WEST LINE AND ALONG THE ARC OF SAID CURVE 167.81 FEET (CHORD: SOUTH 16°27'25" WEST 165.39 FEET) TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from R-1, Single-Family Residential Suburban District, and B-1, Buffer Business Suburban District, to R-3, Multi-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-3, Multi-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 an R-3, Multi-Family Residential Suburban District, until all of the conditions set forth below have been complied with: 1. Limited to the Voluntary Conditions and Use Restrictions submitted by the applicant; 2. Recording of the Voluntary Conditions and Use Restrictions in Mobile County Probate Court; 3. Compliance with all Traffic Engineering comments noted in the staff report, amended as follows: *A traffic impact study will be required for the subdivision. Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code;* and, 4. 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 8th day of April, 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 12th day of March, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 3300 Knollwood Drive.

The proposed amendment to the Unified Development Code changes the classification of the subject property from R-1, Single-Family Residential Suburban District, and B-1, Buffer Business Suburban District, to R-3, Multi-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-3 districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in R-3 districts until the following conditions have been complied with: 1. Limited to the Voluntary Conditions and Use Restrictions submitted by the applicant; 2. Recording of the Voluntary Conditions and Use Restrictions in Mobile County Probate Court; 3. Compliance with all Traffic Engineering comments noted in the staff report, amended as follows: A traffic impact study will be required for the subdivision. Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code; and, 4. 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.

Sponsored by: Councilmember Josh Woods

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 A CAPPED REBAR AT THE SOUTHEAST CORNER OF LOT 1, THE KNOLLWOOD PLACE, AS RECORDED IN INSTRUMENT NO. 2024050342, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE SOUTH 89°54'45" WEST 1065.56 FEET TO A CRIMPED TOP PIPE AT THE SOUTHWEST CORNER OF LOT 1; THENCE NORTH 00°17'15" EAST 672.12 FEET TO A CAPPED REBAR AT THE NORTHWEST CORNER OF LOT 1; THENCE NORTH 00°16'02" EAST 786.33 FEET TO A REBAR ON THE SOUTHWEST LINE OF KNOLLWOOD DRIVE; THENCE SOUTHEASTWARDLY ALONG SAID SOUTHWEST LINE FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS OF 1500.59 FEET AN ARC DISTANCE OF 942.85 FEET (CHORD: SOUTH 32°27'03" EAST 927.42 FEET) TO A CAPPED REBAR AT THE P.T. THEREOF, SAID POINT BEING THE NORTHEAST CORNER OF LOT 1; THENCE SOUTH 51°19'15" EAST ALONG SAID SOUTHWEST LINE 771.78 FEET TO A CAPPED REBAR AT THE P.C. OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWARDLY ALONG THE WEST LINE OF MEDICAL PARK DRIVE AND ALONG THE ARC OF SAID CURVE 36.96 FEET (CHORD: SOUTH 08°58'24" EAST 33.68 FEET) TO A CAPPED REBAR AT THE P.R.C. OF A 284.18 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTWARDLY ALONG SAID WEST LINE AND ALONG THE ARC OF SAID CURVE 167.81 FEET (CHORD: SOUTH 16°27'25" WEST 165.39 FEET) TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from **R-1, Single-Family Residential Suburban District**, and **B-1, Buffer Business Suburban District**, to **R-3, Multi-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-3, Multi-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 aa **R-3, Multi-Family Residential Suburban District**, until all of the conditions set forth below have been complied with: **1. Limited to the Voluntary Conditions and Use Restrictions submitted by the applicant; 2. Recording of the Voluntary Conditions and Use Restrictions in Mobile County Probate Court; 3. Compliance with all Traffic Engineering comments noted in the staff report, amended as follows: *A traffic impact study will be required for the subdivision. Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code*; and, 4. 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

GK Land Holdings, LLC
(Jerry Byrd, Byrd Surveying, Inc., Agent)
3300 Knollwood Drive
Council District 6
Josh Woods



Voluntary Conditions & Use Restrictions

I, the undersigned, as the owner of the property located at 3300 Knollwood Drive (the property), more specifically described in the attached legal description, and in consideration for Planning Commission and City Council rezoning approval, I hereby voluntarily covenant with the City of Mobile that the following uses shall be prohibited on the property:

N/A

Furthermore, I voluntarily place the following conditions and restrictions on the property as a part of the rezoning of the property:

The density of any residential development shall not exceed 3.5 units per acre. The buffer between this property and the property to the west will be no less than one hundred feet (100') as demonstrated on the attached site plan dated January 15, 2024.

The above stated restrictions shall run with the land and are fully enforceable by the City of Mobile as a condition of the Rezoning.

Clarence Ball Jr
Owner Signature

2-14-25
Date

Applicant Signature

Date

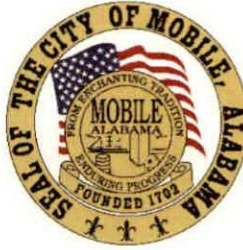
STATE OF Alabama
COUNTY OF Mobile
CITY OF Mobile

I, the undersigned authority, a Notary Public in and for said State and County, do hereby certify that _____ whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, executed the same voluntarily on the day the same bears date. Given under my and official seal this the 14th day of February 2025.

Pamela N. Griffin
Notary Public

My commission expires: 04.13.2027





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

February 27, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on February 20, 2025, considered the request of **GK Land Holdings, LLC** for a change in zoning from **R-1, Single-Family Residential Suburban District**, and **B-1, Buffer Business Suburban District**, to **R-3, Multi-Family Residential Suburban District**, for the property located at **3300 Knollwood Drive**.

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

Copies of the application and report are attached.

Sincerely,

Stephen Guthrie
Deputy Director, Planning & Zoning Department

dla
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION
February 21, 2025

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

Re: 3300 Knollwood Drive
ZON-UDC-003210-2025
The Knollwood Place, First Addition
GK Land Holdings, LLC (Jerry Byrd, Byrd Surveying, Inc., Agent)
District 6
Rezoning from Single-Family Residential Suburban District (R-1) and Buffer Business Suburban District (B-1), to Multi-Family Residential Suburban District (R-3).

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

After discussion, the Planning Commission determined that the following criteria prevail to support rezoning of the property to **R-3, Multi-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.

As such, the Planning Commission voted to recommend approval of rezoning the property to **R-3, Multi-Family Residential Suburban District**, subject to the following conditions:

ZON-UDC-003210-2025 GK Land Holdings, LLC (Jerry Byrd, Byrd Surveying, Inc., Agent)
February 21, 2025

1. Limited to the Voluntary Conditions and Use Restrictions submitted by the applicant;
2. Recording of the Voluntary Conditions and Use Restrictions in Mobile County Probate Court;
3. Subject to completion of a Traffic Impact Study; and,
4. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **\$423.32**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: 
Stephen Guthrie
Deputy Director of Planning and Zoning



City of Mobile • Planning & Zoning
Corporate Letter of Authorization

I, CLARENCE BALL JR, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of GK LAND HOLDINGS, LLC, a corporation for the property located within the city limits of Mobile, Alabama at 3330 KNOLLWOOD DRIVE.

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

JERRY BYRD AT BYRD SURVEYING

Designee (1)

bvrd@surveying.biz

Email

251-476-5010

Phone Number

CASEY PIPES

Designee (2)

icp@helmsinglaw.com

Email

251-432-5521

Phone Number

Clarence Ball Jr
Signature of Company Owner

2-14-23
Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

Revised February 2022



Voluntary Conditions & Use Restrictions

I, the undersigned, as the owner of the property located at 3300 Knollwood Drive (the property), more specifically described in the attached legal description, and in consideration for Planning Commission and City Council rezoning approval, I hereby voluntarily covenant with the City of Mobile that the following uses shall be prohibited on the property:

N/A

Furthermore, I voluntarily place the following conditions and restrictions on the property as a part of the rezoning of the property:

The density of any residential development shall not exceed 3.5 units per acre. The buffer between this property and the property to the west will be no less than one hundred feet (100') as demonstrated on the attached site plan dated January 15, 2024.

The above stated restrictions shall run with the land and are fully enforceable by the City of Mobile as a condition of the Rezoning.

Clarence Ball Jr
Owner Signature

2-14-25
Date

Applicant Signature

Date

STATE OF

Alabama

COUNTY OF

Mobile

CITY OF

Mobile

I, the undersigned authority, a Notary Public in and for said State and County, do hereby certify that _____ whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, executed the same voluntarily on the day the same bears date.

Given under my and official seal this the 14th day of February 2025.

Pamela N. Griffin
Notary Public

My commission expires: 04.13.2027



SUPPLEMENTAL JUSTIFICATION TO REZONING APPLICATION

The site is being subdivided to merge two parcels together that have different zoning classifications, so a rezoning is required to create a unified zoning district.

The Future Land Use Map has two different designations for the two portions of this property. One is Mixed Density Residential, and the other is Mixed Commercial Corridor. According to the City's own comprehensive plan, the requested R-3 zoning district is the most compatible zoning district for this property.

The proposed development is seeking a density of only 3.5 units per acre, which is far less than allowed by code, and even is far less than the density of the single-family neighborhood immediately to the West of the subject property. We are filing herewith a voluntary use restriction to limit the density on this site to no more than 3.5 units per acre as a condition of this rezoning.

Further, the proposed protection buffer between the proposed multi-family development and the neighboring single-family development is, at a minimum 100' which is far in excess of the protection buffer that would be required between industrial and residential properties.



Planning Commission Application

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

Fees

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

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

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

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

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

☐ Conditional Use Permits

Checklist A

☒ Rezoning, Text Amendment, or Specific Area Plan Amendments

Checklist B

☐ Planned Development

Checklist C

☐ Previously approved Planning Approvals or Planned Unit Development

Checklist D

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

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

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

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

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

Printed February 11, 2016

	Owner	Design Professional
Name:	GK LAND HOLDINGS, LLC	
Firm:		
Phone:	251-433-9801	
Email:		
Address:	1 SOUTHERN WAY, MOBILE 36619	

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

3300 KNOLLWOOD DRIVE
 Property Address
 KEY #01470544 & #01742092
 Parcel Number(s) or Key Number(s)
 R-1 & B-1
 Present Zoning or Transect District

747674 SF
 Property Area (acres or square feet)
 R-3 (SUBURBAN)
 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.

Clarence Ball
 Owner Signature

1-16-2025
 Date

Kari P. Giv
 Applicant or Agent Signature (if applicable)

1/16/2025
 Date

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

Kari P. Giv
 Applicant or Agent Signature

1/16/2025
 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
☐ Neighborhood Meeting documentation
☒ Boundary Plan | ☒ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission
☐ Traffic Impact Studies, as prescribed by the Traffic Engineer |
|---|--|

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

THIS AREA OF KNOLLWOOD DRIVE HAS MANY B-1 PROPERTIES THAT HAVE FAILED TO DEVELOP. AN R-3 RESIDENTIAL DEVELOPMENT MAY CREATE B-2 DEVELOPMENT.

TRADITIONAL CENTER

Future Land Use Map (FLUM) Designation

R-3 (SUBURBAN)

Requested Zoning

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

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

THIS PROPOSAL WILL PROVIDE THE OPPORTUNITY FOR PERSONS 55 YEARS OR OLDER A MODERN PLACE TO LIVE.

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

THE HOSPITAL AND MEDICAL OFFICES ADJOINING THIS SITE WERE REMOVED AND OTHER B-1 PROPERTY ON OPPOSITE SIDE OF KNOLLWOOD DRIVE THAT HAS NEVER DEVELOPED. WITHIN 700' OF THE PROPERTY, THERE ARE TWO DEVELOPMENTS THAT ARE ZONED R-3

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Revised February 2016

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.

THERE ARE NO NEW DEVELOPMENTS IN THE AREA.

2. Describe the surrounding land uses.

THERE IS AN R-1 SUBDIVISION ALONG A PORTION OF THE WEST LINE AND ALL OTHER ADJOINING PROPERTIES ARE VACANT.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.

THERE WILL BE NO ADVERSE AFFECTS ON NEIGHBORING PROPERTIES. THIS DEVELOPMENT WILL LOOK LIKE MANY RESIDENTIAL SUBDIVISIONS. THE NORTHEAST CORNER OF THE ADJOINING SUBDIVISION HAS 4 LOTS PER ACRE AND THE AREA SOUTH OF THAT HAS 5 1/2 LOTS PER ACRE. WE HAVE 3 1/2 LOTS PER ACRE.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.

ADEQUATE INFRASTRUCTURE IS IN PLACE.

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.

THERE WILL BE NO ADVERSE AFFECTS ON NEIGHBORING PROPERTIES. THIS DEVELOPMENT WILL LOOK LIKE MANY RESIDENTIAL SUBDIVISIONS. THE NORTHEAST CORNER OF THE ADJOINING SUBDIVISION HAS 4 LOTS PER ACRE AND THE AREA SOUTH OF THAT HAS 5 1/2 LOTS PER ACRE. WE HAVE 3 1/2 LOTS PER ACRE.

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

N/A

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

Rev. 2-2019



City of Mobile • Planning & Zoning
Corporate Letter of Authorization

I, CLARENCE BALL, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of GK LAND HOLDINGS, LLC, a corporation for the property located within the city limits of Mobile, Alabama at 3300 KNOLLWOOD DRIVE.

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

BYRD SURVEYING

Designee (1)

byrd@surveying.biz

Email

251-476-5010

Phone Number

Designee (2)

Email

Phone Number

Clarence Ball
Signature of Company Owner

1-16-2025
Date

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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|---|--|
| ☒ 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](#).

THIS AREA OF KNOLLWOOD DRIVE HAS MANY B-1 PROPERTIES THAT HAVE FAILED TO DEVELOP. AN R-3 RESIDENTIAL DEVELOPMENT MAY CREATE B-2 DEVELOPMENT.

TRADITIONAL CENTER

Future Land Use Map (FLUM) Designation

R-3 (SUBURBAN)

Requested Zoning

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

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

THIS PROPOSAL WILL PROVIDE THE OPPORTUNITY FOR PERSONS 55 YEARS OR OLDER A MODERN PLACE TO LIVE.

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

THE HOSPITAL AND MEDICAL OFFICES ADJOINING THIS SITE WERE REMOVED AND OTHER B-1 PROPERTY ON OPPOSITE SIDE OF KNOLLWOOD DRIVE THAT HAS NEVER DEVELOPED. WITHIN 700' OF THE PROPERTY, THERE ARE TWO DEVELOPMENTS THAT ARE ZONED R-3

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

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

Revised February 2014

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.

THERE ARE NO NEW DEVELOPMENTS IN THE AREA.

2. Describe the surrounding land uses.

THERE IS AN R-1 SUBDIVISION ALONG A PORTION OF THE WEST LINE AND ALL OTHER ADJOINING PROPERTIES ARE VACANT.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.

THERE WILL BE NO ADVERSE AFFECTS ON NEIGHBORING PROPERTIES. THIS DEVELOPMENT WILL LOOK LIKE MANY RESIDENTIAL SUBDIVISIONS. THE NORTHEAST CORNER OF THE ADJOINING SUBDIVISION HAS 4 LOTS PER ACRE AND THE AREA SOUTH OF THAT HAS 5 1/2 LOTS PER ACRE. WE HAVE 3 1/2 LOTS PER ACRE.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.

ADEQUATE INFRASTRUCTURE IS IN PLACE.

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.

THERE WILL BE NO ADVERSE AFFECTS ON NEIGHBORING PROPERTIES. THIS DEVELOPMENT WILL LOOK LIKE MANY RESIDENTIAL SUBDIVISIONS. THE NORTHEAST CORNER OF THE ADJOINING SUBDIVISION HAS 4 LOTS PER ACRE AND THE AREA SOUTH OF THAT HAS 5 1/2 LOTS PER ACRE. WE HAVE 3 1/2 LOTS PER ACRE.

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

N/A

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

Revised February 2024

LEGAL DESCRIPTION:

BEGINNING AT A CAPPED REBAR AT THE SOUTHEAST CORNER OF LOT 1, THE KNOLLWOOD PLACE, AS RECORDED IN INSTRUMENT NO. 2024050342, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE SOUTH 89°54'45" WEST 1065.56 FEET TO A CRIMPED TOP PIPE AT THE SOUTHWEST CORNER OF LOT 1; THENCE NORTH 00°17'15" EAST 672.12 FEET TO A CAPPED REBAR AT THE NORTHWEST CORNER OF LOT 1; THENCE NORTH 00°16'02" EAST 786.33 FEET TO A REBAR ON THE SOUTHWEST LINE OF KNOLLWOOD DRIVE; THENCE SOUTHEASTWARDLY ALONG SAID SOUTHWEST LINE FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS OF 1500.59 FEET AN ARC DISTANCE OF 942.85 FEET (CHORD: SOUTH 32°27'03" EAST 927.42 FEET) TO A CAPPED REBAR AT THE P.T. THEREOF, SAID POINT BEING THE NORTHEAST CORNER OF LOT 1; THENCE SOUTH 51°19'15" EAST ALONG SAID SOUTHWEST LINE 771.78 FEET TO A CAPPED REBAR AT THE P.C. OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWARDLY ALONG THE WEST LINE OF MEDICAL PARK DRIVE AND ALONG THE ARC OF SAID CURVE 36.96 FEET (CHORD: SOUTH 08°58'24" EAST 33.68 FEET) TO A CAPPED REBAR AT THE P.R.C. OF A 284.18 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTWARDLY ALONG SAID WEST LINE AND ALONG THE ARC OF SAID CURVE 167.81 FEET (CHORD: SOUTH 16°27'25" WEST 165.39 FEET) TO THE POINT OF BEGINNING.

B-1 ZONING

THE WOODLANDS AT THE PRESERVE
(MB 110 PG. 11)

R-1 ZONING

B-1 ZONING
PROPOSED R-3

R-1 ZONING
PROPOSED R-3

RBF
(5/8")

N 00°16'02" E 786.33'

651.40'

(R&C)

CRF

N 00°17'15" E 672.12'

CTF

(1)

(10)

(11)

(12)

(13)

(14)

(15)

(16)

(17)

(18)

(19)

(20)

(21)

(22)

(23)

(24)

100' MINIMUM BUILDING SETBACK

17.164 AC.±

747,874 S.F.±

DETENTION BASIN

2A/2B

3A/3B

3A/3B

3A/3B

3A/3B

3A/3B

3A/3B

3A/3B

3A/3B

3A/3B

3A/3B

3A/3B

3A/3B

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3A/3B

3A/3B

3A/3B

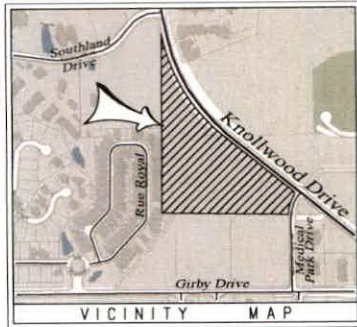
3A/3B

3A/3B

3A/3B

LEGEND

UNIT TYPE	COUNT
UNIT 'A' - TWO BEDROOM	37 UNITS
UNIT 'Ahc' - TWO BEDROOM - HANDICAP	2 UNITS
UNIT 'Aai' - TWO BEDROOM - SENSORY	1 UNIT
UNIT 'B' - THREE BEDROOM	18 UNITS
UNIT 'Bhc' - THREE BEDROOM - HANDICAP	1 UNIT
UNIT 'Bai' - THREE BEDROOM - SENSORY	1 UNIT
TOTAL UNITS	60 UNITS
PARKING SPACES:	30
GARAGE PARKING SPACES:	60
DRIVEWAY PARKING SPACES:	60
TOTAL PARKING SPACES:	150
SITE AREA:	17.16 ACRES±



REZONING FOR KNOLLWOOD ACTIVE ADULT COMMUNITY

SMITH CLARK & ASSOCIATES OF MOBILE, D.B.A.

BYRD SURVEYING

2609 HALLS MILL ROAD
(251) 476-5010
SCALE: 1" = 80'
23BS420

MOBILE, ALABAMA
BYRD@BYRDSURVEYING.BIZ
JANUARY 15, 2024

Byrd Surveying

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

January 14, 2025

Dear Neighbor,

The owner of the property located at 3300 Knollwood Drive is making an application to rezone the property from R-1 and B-1 to R-3 to construct 60 one-story apartments. The apartments are a mixture of two bedroom and three bedroom units and will be grouped into four unit buildings and five unit buildings and each unit will have a single car garage. The buildings are placed to allow for a 100' setback from the west property line where the site adjoins single family residences.

- The projected rent for each unit is \$800.00 to \$1,000.00 per month.
- The minimum age of the residents is 55 (no children allowed).
- Each unit is furnished with all appliances.
-

You are invited to attend a meeting to discuss any questions you may have concerning the proposal.

Meeting location: AltaPointe Health Systems, 2400 Southland Drive, Mobile, AL 36693

Date: January 30, 2025

Time: 4:15 p.m.

If you wish to contact me prior to the meeting, you may call 251-476-5010, 8:00 to 3:00, Monday to Thursday or email jerry@byrdsurveying.biz.

Sincerely,



Gerald D. Byrd
GDB/kpg



City of Mobile · Planning & Zoning
Neighborhood Meeting Cover Sheet

Please complete this cover sheet to submit with all required meeting documentation

Date of Submittal: 2/3/2025

The following documentation has been collected, signed, and submitted with this cover sheet to the City of Mobile Planning and Zoning Department for the proposed application(s) (i.e. Rezoning, Planned Development, Conditional Use Permit):

Neighborhood Meeting Date: JAN. 30, 2025

Neighborhood Meeting Time: 4:15 PM

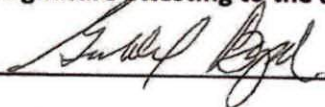
Neighborhood Meeting Location: ALTA POINTE, 5750 SOUTHLAND DR., MOBILE

The following documents are enclosed (place a checkmark where applicable):

- ☐ Dated photograph(s) of the posted sign(s)
- ☐ The verified address list of surrounding property owners to whom notification was provided
- ☒ A copy of the notice advertising the Neighborhood Meeting
- ☒ A sign-in sheet documenting meeting attendance
- ☒ A written summary or minutes of the meeting
- ☒ Copies of any site plans, building elevations or other documents provided of referenced at the meeting
- ☒ Additional documents (Describe: EXISTING STORM WATER FLOW, LOT DENSITY OF ADJACENT SUBDIVISION, EXISTING ZONING MAP, BUILDING REQUIREMENTS IN R-1, R-3 & B-1)

Applicant's Name: GERALD D. BYRD
(First Name & Last Name)

Applicant's signature attesting to the accuracy of the documentation provided:

X  Date: 1/31/2025

All required meeting documentation must be submitted to the Planning and Zoning Department not less than 15 days before the applicable Planning Commission meeting date. Failure to do so will require the associated application(s) to be heldover to a later meeting date.

Neighborhood Meeting

Date: JAN 30, 2025

Time: 4:15 PM

Location of Neighborhood Meeting: _____

ALTA POINTE, 5750 SOUTHLAND DRIVE, MOBILE

Project Location: 3300 KNOWLEDGE DRIVE

Project/Application (e.g. Rezoning from R-1 to B-1): _____

B-1 AND R-1 TO R-3

Applicant's Signature Attesting to the Accuracy of This Sheet:

X [Signature] Date: 1/30/2025

Please Sign In:

Name: Phil GABRIEL Email: contactdxd@aol.com

Address: 3492 RUE ROYAL Phone: 251-545-9394

Name: Chadwick Bourque Email: ChadwickBourque@gmail.com

Address: 3621 Vista Ridge Dr. W. Mobile, AL 36693 Phone: 251-895-5692

Name: TERRY STEWART Email: terry5626@hotmail.com

Address: 3000 FREDRICKSBURG CT Phone: 251-654-1024

Name: Chris & Veronica Harris Email: Charris6@wi.rr.com

Address: 3512 RUE ROYAL Phone: (262) 672-8141

Neighborhood Meeting Sign-In Sheet

Date: Jan 30, 2025
 Applicant: GK LAND HOLDINGS LLC

Meeting Location: ALTA POINTE
 Application(s): _____

Name: Carlos & Vivian Thompson Email: putt4shd@aol.com
 Address: 3451 Rue Royal Phone: (251) 266-8691

Name: Chris & Suzan Touchton Email: suzant2010@hotmail.com
 Address: 3484 Rue Royal Phone: (205) 706-3281

Name: John & Dee Carlisle Email: JLcarlie@bellsouth.net
 Address: 2904 Blue Ridge Dr. Phone: 251-725-3639

Name: Joe J. Brown Email: _____
 Address: 2912 Blue Ridge Dr E Phone: 251-288-7310

Name: Gynthia Byrd Email: chyed2900@gmail.com
 Address: 2900 Blue Ridge Dr. E 36693 Phone: 251-753-5292

Name: Susan Jones Email: SCMJAL@gmail.com
 Address: 3968 Rue Royal Phone: 480-250-1440

Name: Meredith & Jessice Smith Email: jsmith1025@hotmail.com
 Address: 5908 Blue Ridge Dr. N Phone: 251-510-0347

Name: Rick Salmon Email: SALFAM084@earthlink.net
 Address: 5801 Blue Ridge Dr. south Phone: 916-606-3851
Mobile, AL 36693

Neighborhood Meeting Sign-In Sheet

Date: Jan 30 2025
 Applicant: GK LAND HOLDINGS LLC

Meeting Location: AVA Pointe
 Application(s): _____

Name: Angela + Edward Pischek Email: angedmoki@gmail.com
 Address: 5805 Appomattox Ct. Phone: (251) 402-6837
Mobile, AL 36693 (251) 767-5309

Name: Ben Reynolds Email: council4@cityofmobile.org
 Address: 3908 St Andrews loop E Phone: _____

Name: Alton MAIER Email: MAIERchip@gmail.com
 Address: 3009 Blue Ridge Dr E Phone: 251 5917601

Name: Robert Sparks Email: RWSPARKS@Bellsouth.net
 Address: 3404 Rue Royal Phone: 251-605-8527

Name: Jack McCaskill Email: jack-mccaskill@yahoo.com
 Address: 3463 Rue Royal Phone: 901-351-1838

Name: PAULUS A. BULLOCK Email: BIL2BUL@gmail.com
 Name: WILLIAM BULLOCK Email: bbullock
 Address: 3440 RUE ROYAL Phone: 251-454-2751

Name: Thomas + Debbie Dondayko Email: dondayko@comcast.net
 Address: 3608 Vista Ridge Dr. W Mobile Phone: 251 583 4667

Name: Lori D SCHNEIDER Email: lorischneider269@gmail.com
 Address: 3620 VISTA RIDGE DR. WEST Phone: 251-802-~~2009~~ 0009

Neighborhood Meeting Sign-in Sheet
 Date: Apr 30, 2015
 Applicant: GR LAND HOLDINGS LLC

Meeting Location: Acra Pointe
 Application(s): _____

Name: Gary Olsen Address: 3476 Rue Royal
 Email: golsen@yahoo.com Phone: 251-979-4086

Name: Sarah Heintz Address: 3005 Alexandra Ct.
 Email: sarah_heintz@aol.com Phone: _____

Name: Cindy Cazals Address: 3475 Rue Royal
 Email: cindycazals@gmail.com Phone: _____

Name: Walter Cazals Address: 3475 Rue Royal
 Email: walter_cazals@hotmail.com Phone: _____

Name: Barbara "Jane" Xonko Address: 3444 Rue Royal
 Email: Freteville12@bellsouth.net Phone: 251-455-5489

Name: Barbara "Jane" Xonko Address: 3432 Rue Royal
 Email: bjanexonko@gmail.com Phone: 251-342-0728

Name: Ronnie Gwen Hatcher Address: _____
 Email: ronniehatcher@gmail.com Phone: _____

Name: Chris Touchton Address: 3484 Rue Royal
 Email: ctouchton@bellsouth.net Phone: _____

Neighborhood Meeting Sign-In Sheet

Date: 1/30/2025
Applicant: SK LAND HOLDINGS INC

Meeting Location: ALTA POINTE
Application(s): _____

Name: Paul Baldwin Email: 5baldwin@bellsouth.net
Address: 3103 James Madison Dr. E Phone: 251-622-3567

Name: HARRIS PORTER Email: HARRISGPORTRER@GMAIL.COM
Address: 5603 JAMES MADISON DR N Phone: 251-643-8511

Name: Ronald Moore Email: ronaldgma@yahoo.com
Address: 3419 Rue Royal Phone: 251-653-0747

Name: Djuana Moore Email: smoore@mobilechristian.org
Address: 3419 Rue Royal Mobile 36693 Phone: 251.599.2038

Name: Mary Ann Pursel Email: Bunny.Pursel@gmail.com
Address: 3407 Rue Royal Phone: 256-682-2455

Name: Bick & Joy Email: FlorenceBick@yahoo.com
Address: 3436 Rue Royal 36693 Phone: _____

Name: Justin Maxie Email: Justinmaxie9@gmail.com
Address: 3917 Medford Drive East Phone: 251-366-6312
251-487-0470

Name: Robin Crusse Email: robincrusse@yahoo.com
Address: 3576 Rue Royal Phone: 251 753 3550

Charlyn, wife
3456 Rue Royal
Mobile, AL 36693
cwhite@mobile.aaol.com

Katelin Shea Howell
5817 Blue Ridge Dr S
Mobile, AL 36693
kateinhowell08@gmail.com

Michelle Crowe
5885 Blue Ridge Dr S
Mobile, AL 36693
lsamichellecrowe@gmail.com
(951) 422-2059

Kurt Young
300 Alexandria Ct
Mobile, AL 36693
kutyong@outlook.com
859-547-9603

Clint & Kristal Guthrie
3521 Rue Royal
Mobile, AL 36693
kristalspeller3521@gmail.com

Allison Chung
3516 Rue Royal
Mobile, AL 36693
lilhuu2@gmail.com

Christina Roeder
3013 Blue Ridge Dr E
Mobile, AL 36693
cchröder@gmail.com

Jack & Janine Brunet
5912 Couton DR
Mobile AL 36693

jbrunet5878@
Comcast.net
251-341-0751

Eileen Becker
5755 Mal Dr.
Mobile AL 36693

rwbturtle@aol.com
251-454-5912

Raymond & Diana Haynes
5716 Blue Ridge Dr N
Mobile, AL 36693

dh301@bellsouth.net
251-666-8733

John Chieh
5770 Rue conti
Mobile, AL 36693

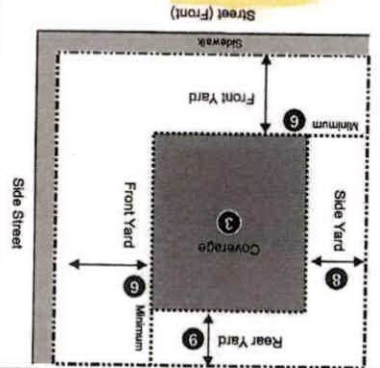
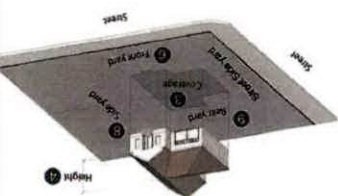
Jnsch2000@yahoo.com
251-366-1835

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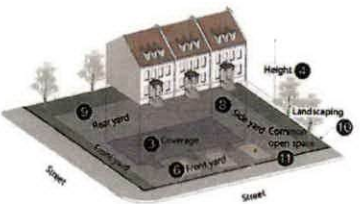
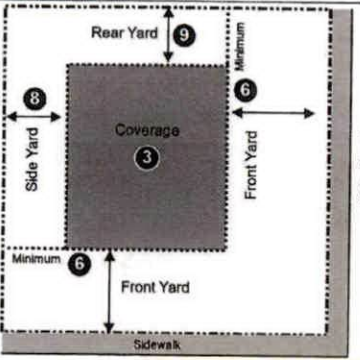
Article 2 Zoning Districts

R-1

District →		Urban R-1	Suburban R-1	Conservation R-1
1	Lot area (minimum)	6,000 square feet	7,200 square feet	Not Applicable
2	Density (maximum)	1 dwelling / lot	1 dwelling / lot	6 dwelling units / acre
3	Coverage (maximum)	50%	35%	75% per individual dwelling lot
4	Height (maximum)	35 feet	35 feet	35 feet
5	Building Size (maximum)	Not Applicable	Not Applicable	Not Applicable
6	Front Yard (minimum)	5 feet	25 feet	5 feet
7	Front Yard (maximum)	Not Applicable	Not Applicable	Not Applicable
8	Side Yard (minimum)	5 feet	5 feet	5 feet
9	Rear Yard (minimum)	5 feet	8 feet	5 feet
10	Landscaping percent (minimum)	Not Applicable	Not Applicable	Not Applicable
11	Common Open Space per dwelling unit	Not Applicable	Not Applicable	Sufficient to protect natural resource(s)
12	Common Civic Space (minimum)	Not Applicable	Not Applicable	Not Applicable



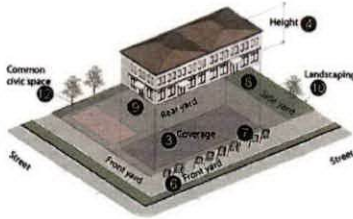
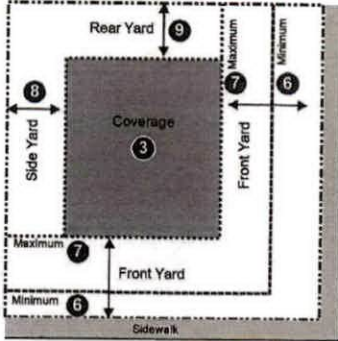
R-3

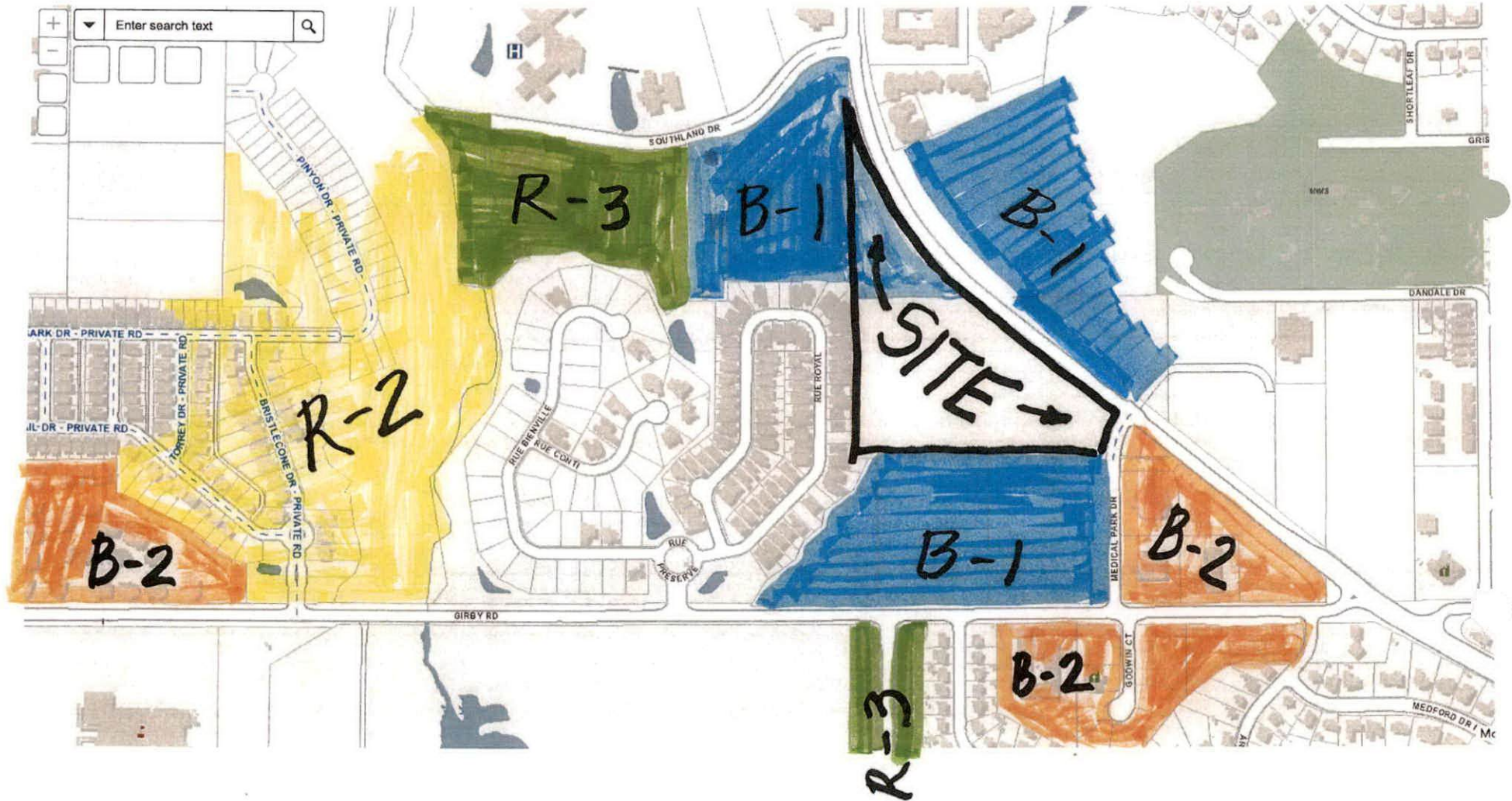
			
	District →	R-3 Urban	R-3 Suburban
1	Lot area (minimum)	4,000 square feet	10,000 square feet
2	Density (maximum)	30 dwelling units/acre	25 dwelling units/acre
3	Coverage (maximum)	50%	45%
4	Height (maximum)	45 feet	50 feet
5	Building Size (maximum)	Not Applicable	Not Applicable
6	Front Yard (minimum)	10 feet	25 feet
7	Front Yard (maximum)	Not Applicable	Not Applicable
8	Side Yard (minimum)	5 feet	10 feet
9	Rear Yard (minimum)	5 feet	10 feet
10	Landscaping percent (minimum)	10%	15%
11	Common Open Space per dwelling unit	100 sf	700 sf
12	Common Civic Space (minimum)	Not Applicable	Not Applicable

PROPOSED SITE IS 17.16 AC X 25 UNITS/AC = 429 UNITS

Article 2 Zoning Districts

B-1

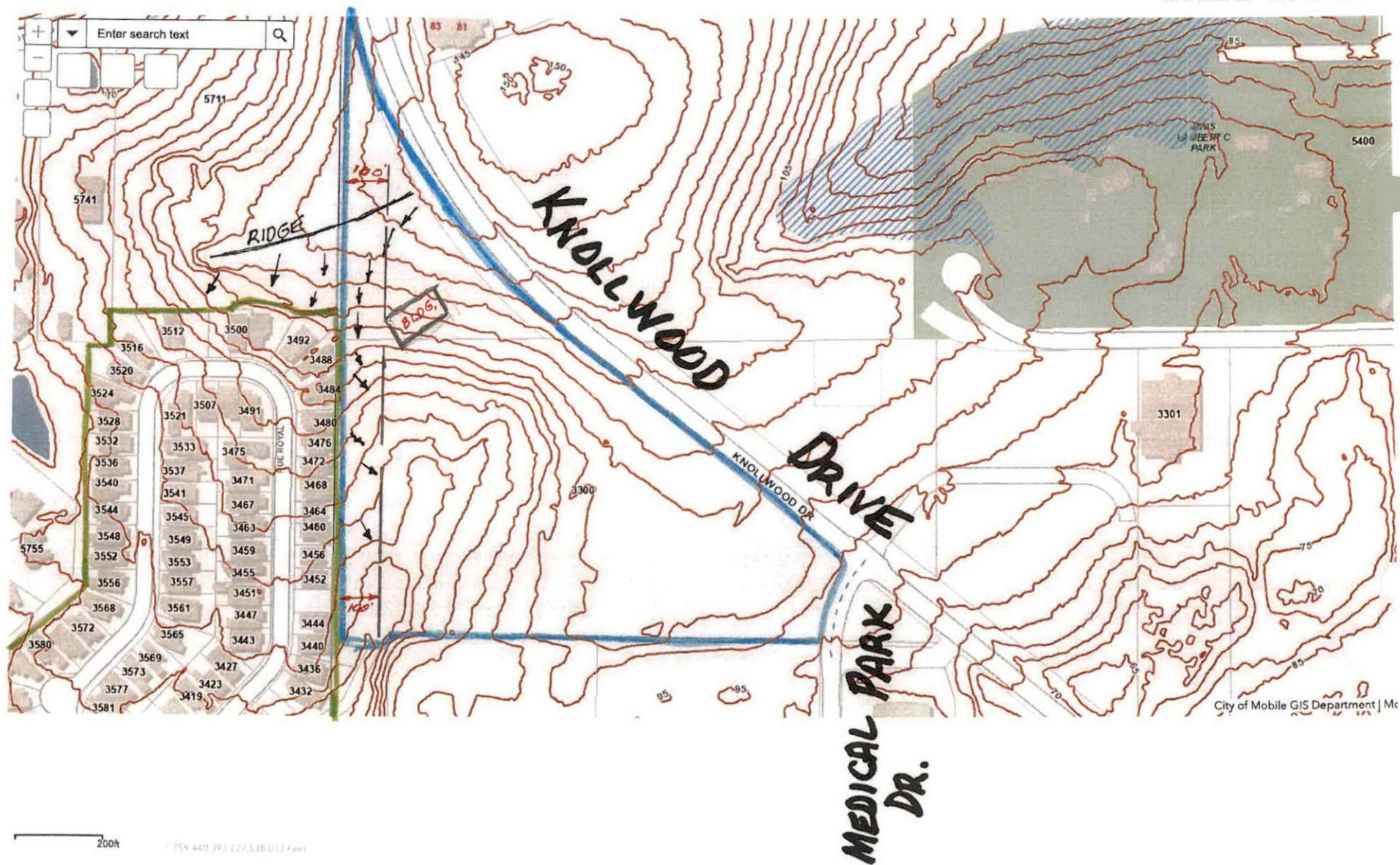
			
	District	B-1 Urban	B-1 Suburban
1	Lot area (minimum)	4,000 square feet	7,200 square feet
2	Density (maximum)	25 dwelling units/acre	25 dwelling units/acre
3	Coverage (maximum)	45%	45%
4	Height (maximum)	45 feet	45 feet
5	Building Size (maximum)	Not Applicable	Not Applicable
6	Front Yard (minimum)	10 feet	25 feet
7	Front Yard (maximum)	45 feet	Not Applicable
8	Side Yard (minimum)	5 feet/and required buffer	5 feet/and required buffer
9	Rear Yard (minimum)	5 feet/and required buffer	5 feet/and required buffer
10	Landscaping percent (minimum)	5%	15%
11	Common Open Space per dwelling unit	Not Applicable	Not Applicable
12	Common Civic Space (minimum)	4%	Not Applicable



400ft

1:760 314 966 228 041 340 Feet

All rights reserved



January 14, 2025

Dear Neighbor,

The owner of the property located at 3300 Knollwood Drive is making an application to rezone the property from R-1 and B-1 to R-3 to construct 60 one-story apartments. The apartments are a mixture of two bedroom and three bedroom units and will be grouped into four unit buildings and five unit buildings and each unit will have a single car garage. The buildings are placed to allow for a 100' setback from the west property line where the site adjoins single family residences.

- The projected rent for each unit is \$800.00 to \$1,000.00 per month.
- The minimum age of the residents is 55 (no children allowed).
- Each unit is furnished with all appliances.
-

You are invited to attend a meeting to discuss any questions you may have concerning the proposal.

Meeting location: AltaPointe Health Systems, 2400 Southland Drive, Mobile, AL 36693

Date: January 30, 2025

Time: 4:15 p.m.

If you wish to contact me prior to the meeting, you may call 251-476-5010, 8:00 to 3:00, Monday to Thursday or email jerry@byrdsurveying.biz.

Sincerely,

Gerald D. Byrd
GDB/kpg

NEIGHBORHOOD MEETING FOR THE KNOLLWOOD PLACE, FIRST ADDITION REZONING

JANUARY 30, 2025 – 4:15 P.M. – ALTA POINTE

THE MEETING BEGAN AT 4:20 P.M. WITH 60 NEIGHBORS IN ATTENDANCE. I EXPLAINED THE PROPOSAL AND HAD A SITE PLAN AND BUILDING ELEVATIONS. ADDITIONAL EXHIBITS WERE THE EXISTING STORM WATER FLOW, EXISTING ZONING MAP OF THE AREA, LOT DENSITY OF ADJACENT SUBDIVISION, AND BUILDING REQUIREMENTS FOR R-1, R-3, AND B-1.

TOPICS DISCUSSED WHEN MEETING WAS OPENED TO QUESTIONS:

1. THE NEIGHBORS DO NOT WANT R-3 ZONING EVEN THOUGH THIS DEVELOPMENT IS RESTRICTED TO ADULTS 55 YEARS OLD OR OLDER AND NO CHILDREN ARE ALLOWED AS RESIDENTS.
2. THE APARTMENT RENTAL RATE WILL BE INCOME ADJUSTED AND THE NEIGHBORS QUICKLY MENTIONED "SECTION 8" HOUSING. I COULD NOT ADDRESS THOSE ISSUES NOT KNOWING THE QUALIFICATIONS FOR APPLYING, BUT DID EXPLAIN THE RENT WOULD BE \$800 - \$1000 PER MONTH.
3. SEVERAL OWNERS STATED THEY HAD STORM WATER RUNNING INTO THEIR YARDS AT PRESENT AND USING THE EXHIBIT I EXPLAINED THEIR WATER PROBLEMS DO NOT COME FROM THIS PROPERTY. I ALSO EXPLAINED THAT ALL INCREASED RUNOFF FROM BUILDINGS AND PAVEMENT WILL BE ROUTED INTO A DETENTION POND AND RELEASED AT THE EXISTING RATE. I ALSO EXPLAINED THAT THE ENGINEERING SITE PLAN AND DRAINAGE CALCULATIONS WILL BE REVIEWED AND APPROVED BY CITY ENGINEERING.
4. THERE WAS DISCUSSION CONCERNING EXISTING TRAFFIC ON KNOLLWOOD DRIVE AND GIRBY ROAD. I DIRECTED THEIR CONCERNS TO BEN REYNOLDS AND JOSH WOODS WHO WERE IN ATTENDANCE AT THAT TIME.
5. USING AN EXHIBIT, I EXPLAINED TWO AREAS OF THEIR SUBDIVISION HAD 4 LOTS PER ACRE AND 5 ½ LOTS PER ACRE. IN COMPARISON, OUR DEVELOPMENT WOULD HAVE 3 ½ UNITS PER ACRE ALTHOUGH THE MAXIMUM NUMBER OF UNITS ALLOWED IS 25 UNITS PER ACRE. OUR PROPERTY IS 17.16 ACRES WHICH WOULD ALLOW 429 UNITS.

AFTER NO FURTHER DISCUSSION, THE MEETING WAS ADJOURNED AT 5:30 P.M.

GERALD D. BYRD

Byrd Surveying
2609 Halls Mill Road
Mobile, AL 36606

GK Land Holdings, LLC
1 Southern Way
Mobile, AL 36619

Knollwood Development, Inc.
c/o USA Foundation
P. O. Box 3148
Mobile, AL 36652

Southern AL Acquisitions I, LLC
1800 Rockaway Ave., Suite 200
Hewlett, NY 11557

Equity Trust Company Custodian FOB
John F Loupe IRA
19644 S. Muirfield Circle
Baton Rouge, LA 70810

Phillip & Edna Gabriel, Jr.
3492 Rue Royal
Mobile, AL 36693

Mary Britton & Sherry May
3488 Rue Royal
Mobile, AL 36693

Suzan & Frederick Touchton
3484 Rue Royal
Mobile, AL 36693

Robin J. Elliott
3480 Rue Royal
Mobile, AL 36693

Gary & Melanie Olsen
3476 Rue Royal
Mobile, AL 36693

Melville & Odette Sternberg
3472 Rue Royal
Mobile, AL 36693

Daniel & Kimberly Blaich
3468 Rue Royal
Mobile, AL 36693

Jamie Barron
3464 Rue Royal
Mobile, AL 36693

Darrell R. Skipper
3460 Rue Royal
Mobile, AL 36693

Carolyn J. White, Trustee
3456 Rue Royal
Mobile, AL 36693

Floyd & Debra Stringfellow
3452 Rue Royal
Mobile, AL 36693

Martha Jean Reeves
6108 Macarthur Place Ct. S.
Mobile, AL 36609

Barbara N. Fretwell
3444 Rue Royal
Mobile, AL 36693

William & Phyllis Bullock
3440 Rue Royal
Mobile, AL 36693

Loupe Development, LLC
3476 Rue Royal
Mobile, AL 36693

Altapointe Health Systems, Inc.
5750A Southland Drive
Mobile, AL 36693

Richard & Joyce Florence
3436 Rue Royal
Mobile, AL 36693

Lawrence & Barbara Lemke
3432 Rue Royal
Mobile, AL 36693

Loupe Development, LLC
19644 S. Muirfield Circle
Baton Rouge, LA 70810

Lakesha L. Brackins
3424 Rue Royal
Mobile, AL 36693

Mariam Ayad Yousef
30369 Maury Court
Spanish Fort, AL 36527

Hoang Duong Do
3423 Rue Royal
Mobile, AL 36693

Leslie & Susanne Dukes
3427 Rue Royal
Mobile, AL 36693

Roderick & Laquise Mitchell
3443 Rue Royal
Mobile, AL 36693

Leo & Sidney Cain, Jr.
3447 Rue Royal
Mobile, AL 36693

Carlos & Vivian Thompson
3451 Rue Royal
Mobile, AL 36693

Varsha Kulkarni &
Indrakaran Rao Penmaraju
3455 Rue Royal
Mobile, AL 36693

Tanner McGill & Payton Mohan
3459 Rue Royal
Mobile, AL 36693

Jack & Melanie McCaskill
3463 Rue Royal
Mobile, AL 36693

Luther & Deborah Hartley
3467 Rue Royal
Mobile, AL 36693

Huong Thi Tran
3471 Rue Royal
Mobile, AL 36693

Walter & Cynthia Cazalas, Jr.
3475 Rue Royal
Mobile, AL 36693

Billy & Rhonda Daniels
3491 Rue Royal
Mobile, AL 36693

Armando Rodriguez-Castro
& Armando Rodriguez
3503 Rue Royal
Mobile, AL 36693

Amy E. Deas
3500 Rue Royal
Mobile, AL 36693

David & Mary Bark, Jr.
3496 Rue Royal
Mobile, AL 36693



January 17, 2025



January 17, 2025



January 17, 2025



January 17, 2025



January 17, 2025



January 17, 2025



January 17, 2025



January 17, 2025

Mobile City Planning Commission (Planning & Zoning/City of Mobile)
P.O. Box 1827 Mobile, AL 36633-1827 planning@cityofmobile.org

Re: Feb 20, 2025 Agenda, Item #15, SUB-003209-2025 & ZON-UDC-003210-2025

Location: Subdivision Name: Applicant / Agent: Council District: Proposal: *OTHER BUSINESS 3300 Knollwood Drive The Knollwood Place, First Addition GK Land Holdings, LLC (Jery Byrd, Byrd Surveying, Inc., Agent) District 6 Subdivision of 1 lot, 17.16+ acres; and Rezoning from Single-Family Residential Suburban District (R-1) and Buffer Business Suburban District (B-1), to Multi-Family Residential Suburban District (R-3).*

Dear Mobile City Planning Commission,

I am writing to formally object to the proposed rezoning of the property located at 3300 Knollwood Dr., which is being developed by **Clarence M. Ball, Jr.** and his company, **Ball HealthCare Services, Inc.** The proposed rezoning will allow for the construction of HUD income-assisted housing in our neighborhood, and I have several concerns regarding this development.

Firstly, the introduction of HUD income-assisted housing is likely to have a detrimental impact on home values in our area. The character and appeal of our neighborhood are significant factors in maintaining property values, and the proposed development could undermine these aspects.

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Additionally, I am deeply concerned about the environmental impact of the proposed development. The site is less than half a mile away from the **Environmental Studies Center** (<https://www.mcpsesc.com>), an important sanctuary that is home to bald eagles and other endangered species. The construction and subsequent stormwater runoff from the numerous planned buildings could severely affect this delicate ecosystem. In fact, Girby Road collapsed and was closed for several months in 2014 (directly in front of the E.S. Center) due to excessive storm runoff on 4/30/2014. Additional construction (like this proposed multi-family development) will likely result in additional drainage issues.

The Environmental Studies Center is a vital resource for our community, providing educational opportunities and preserving local wildlife. Any negative impact on this sanctuary would be a significant loss for both current and future generations.

Considering these concerns, I urge you to reconsider the rezoning application and explore alternative solutions that would not compromise the integrity of our neighborhood or the Environmental Studies Center.

Thank you for your attention to this matter.

Sincerely,

[Your Name] - *Yohannes Bekele*

[Your email address] *zeru-aragaw51@gmail.com*

5758 Roe Gault Mobile, AL 36693

Mobile City Planning Commission (Planning & Zoning/City of Mobile)
P.O. Box 1827 Mobile, AL 36633-1827 · planning@cityofmobile.org

Re: Feb 20, 2025 Agenda, Item #15, SUB-003209-2025 & ZON-UDC-003210-2025

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Thank you for your attention to this matter.

Sincerely,

[Your Name] PULAK RANJAN DE (Pulak Ranjan De)

[Your email address]

Pulak_ranjan_de@yahoo.com

*5755 Rue Conti
Mobile, AL 36693*

Mobile City Planning Commission (Planning & Zoning/City of Mobile)
P.O. Box 1827 Mobile, AL 36633-1827. planning@cityofmobile.org

Re: Feb 20, 2025 Agenda, Item #15, SUB-003209-2025 & ZON-UDC-003210-2025

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Thank you for your attention to this matter.

Sincerely,

[Your Name]

[Your email address]

5755 RUC conti
Mobile, AL 36693
LIPKA DEY Lipika Dey
lipikadey79@gmail.com

Mobile City Planning Commission (Planning & Zoning/City of Mobile)
P.O. Box 1827 Mobile, AL 36633-1827 planning@cityofmobile.org

Re: Feb 20, 2025 Agenda, Item #15, SUB-003209-2025 & ZON-WDC-003210-2025

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Knollwood Drive The Knollwood Place, First Addition GK Land Holdings, LLC (Jery Byrd, Byrd Surveying, Inc.,
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Thank you for your attention to this matter.

Sincerely,



CLINT GUTHRIE - HOA PRESIDENT, THE PRESERVE

3521 RUE ROYAL

MOBILE AL 36693

CLINTGUTHRIE@YAHOO.COM

Mobile City Planning Commission (Planning & Zoning/City of Mobile)
P.O. Box 1827 Mobile, AL 36633-1827 planning@cityofmobile.org

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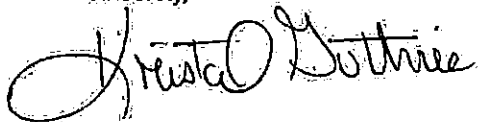
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Thank you for your attention to this matter.

Sincerely,



Kristal Guthrie (HOA Secretary, The Preserve)
3521 Rue Royale
Mobile, AL 36693
kristalg3@gmail.com

Mobile City Planning Commission (Planning & Zoning/City of Mobile)
P.O. Box 1827 Mobile, AL 36633-1827 planning@cityofmobile.org

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Thank you for your attention to this matter.

Sincerely,

Residents of the Preserve Subdivision, Girby Road (Names/Addresses/Signatures below)

Chris & Veronica Harris 3512 Rue Royal Veronica Harris
charris6@wi.rr.com Mobile, AL 36693

Mobile City Planning Commission (Planning & Zoning/City of Mobile)
P.O. Box 1827 Mobile, AL 36633-1827 planning@cityofmobile.org

Re: Feb 20, 2025 Agenda, Item #15, SUB-003209-2025 & ZON-UDC-003210-2025

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Thank you for your attention to this matter.

Sincerely,

Residents of the Preserve Subdivision, Girby Road (Names/Addresses/Signatures below)



scmijal@gmail.com

3568 Roe Royal Mobile, AL 36693

Mobile City Planning Commission, (Planning & Zoning/City of Mobile)
P.O. Box 1827 Mobile, AL 36633-1827 - planning@cityofmobile.org

Re: Feb 20, 2025 Agenda, Item #15, SUB-003209-2025 & ZON-UDC-003210-2025

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Thank you for your attention to this matter.

Sincerely,

Residents of the Preserve Subdivision, Girby Road (Names/Addresses/Signatures below)

Sherry B. May
3488 Rue Royale
Mobile, AL 36693

Proposed Rezoning of 3300 Knollwood Drive on 2/20/25

From Jack McCaskill <jack_mccaskill@yahoo.com>

Date Tue 2/18/2025 9:40 PM

To Planning <planning@cityofmobile.org>

Some people who received this message don't often get email from jack_mccaskill@yahoo.com. [Learn why this is important](#)

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.

Dear Mobile City Planning Commission,

I am writing to formally object to the proposed rezoning of the property located at 3300 Knollwood Dr., which is being developed by **Clarence M. Ball, Jr.** and his company, **Ball HealthCare Services, Inc.** The proposed rezoning will allow for the construction of HUD income-assisted housing in our neighborhood, and I have several concerns regarding this development.

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Thank you for your attention to this matter.

Sincerely, Jack M MCCASKILL

3463 Rue Royal

Mobile, AL 36693

Email: jack_mccaskill@yahoo.com

Mobile City Planning Commission (Planning & Zoning/City of Mobile)
P.O. Box 1827 Mobile, AL 36633-1827 planning@cityofmobile.org

Re: Feb 20, 2025 Agenda, Item #15, SUB-003209-2025 & ZON-UDC-003210-2025

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Thank you for your attention to this matter.

Sincerely,

[Your Name]

[Your email address]

Melville Sternberg, MD
STERNBERGM@YAHOO.COM

3472 Rue Royale Mobile, AL 36693

Mobile City Planning Commission (Planning & Zoning/City of Mobile)
P.O. Box 1827 Mobile, AL 36633-1827 planning@cityofmobile.org

Re: Feb 20, 2025 Agenda, Item #15, SUB-003209-2025 & ZON-UDC-003210-2025

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Thank you for your attention to this matter.

Sincerely,

[Your Name]

Carlos + Vivian Thompson

[Your email address]

putt4shob@aol.com

3451 Rue Royale
Mobile, AL 36693

Mobile City Planning Commission (Planning & Zoning/City of Mobile)
P.O. Box 1827 Mobile, AL 36633-1827 planning@cityofmobile.org

Re: Feb 20, 2025 Agenda, Item #15, SUB-003209-2025 & ZON-UDC-003210-2025

Location: Subdivision Name: Applicant / Agent: Council District: Proposal: OTHER BUSINESS 3300 Knollwood Drive The Knollwood Place, First Addition GK Land Holdings, LLC (Jery Byrd, Byrd Surveying, Inc., Agent) District 6 Subdivision of 1 lot, 17.16+ acres; and Rezoning from Single-Family Residential Suburban District (R-1) and Buffer Business Suburban District (B-1), to Multi-Family Residential Suburban District (R-3).

Dear Mobile City Planning Commission,

I am writing to formally object to the proposed rezoning of the property located at 3300 Knollwood Dr., which is being developed by **Clarence M. Ball, Jr.** and his company, **Ball HealthCare Services, Inc.** The proposed rezoning will allow for the construction of HUD income-assisted housing in our neighborhood, and I have several concerns regarding this development.

Firstly, the introduction of HUD income-assisted housing is likely to have a detrimental impact on home values in our area. The character and appeal of our neighborhood are significant factors in maintaining property values, and the proposed development could undermine these aspects.

Secondly, the increase in traffic resulting from the new housing units will exacerbate congestion on our already busy streets. This will not only inconvenience current residents but also pose safety risks, particularly for children and pedestrians. Girby Road is the only access to Burns Middle School.

Additionally, I am deeply concerned about the environmental impact of the proposed development. The site is less than half a mile away from the **Environmental Studies Center** (<https://www.mcpsesc.com>), an important sanctuary that is home to bald eagles and other endangered species. The construction and subsequent stormwater runoff from the numerous planned buildings could severely affect this delicate ecosystem. In fact, Girby Road collapsed and was closed for several months in 2014 (directly in front of the E.S. Center) due to excessive storm runoff on 4/30/2014. Additional construction (like this proposed multi-family development) will likely result in additional drainage issues.

The Environmental Studies Center is a vital resource for our community, providing educational opportunities and preserving local wildlife. Any negative impact on this sanctuary would be a significant loss for both current and future generations.

Considering these concerns, I urge you to reconsider the rezoning application and explore alternative solutions that would not compromise the integrity of our neighborhood or the Environmental Studies Center.

Thank you for your attention to this matter.

Sincerely,

Residents of the Preserve Subdivision, Girby Road (Names/Addresses/Signatures below)

Suzanne Loeckton
3484 Bee Royal
Mobile, AL 36693

Mobile City Planning Commission (Planning & Zoning/City of Mobile)
P.O. Box 1827 Mobile, AL 36633-1827 planning@cityofmobile.org

Re: Feb 20, 2025 Agenda, Item #15, SUB-003209-2025 & ZON-UDC-003210-2025

Location: Subdivision Name: Applicant / Agent: Council District: Proposal: OTHER BUSINESS 3300 Knollwood Drive The Knollwood Place, First Addition GK Land Holdings, LLC (Jery Byrd, Byrd Surveying, Inc., Agent) District 6 Subdivision of 1 lot, 17.16+ acres; and Rezoning from Single-Family Residential Suburban District (R-1) and Buffer Business Suburban District (B-1), to Multi-Family Residential Suburban District (R-3).

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Considering these concerns, I urge you to reconsider the rezoning application and explore alternative solutions that would not compromise the integrity of our neighborhood or the Environmental Studies Center.

Thank you for your attention to this matter.

Sincerely,

Residents of the Preserve Subdivision, Girby Road (Names/Addresses/Signatures below)

Chris Lauchter
3484 Rue Royal
Mobile, AL 36693

Zoning Change Request for 3300 Knollwood Dr.

From gwann55@aol.com <gwann55@aol.com>

Date Tue 2/18/2025 5:10 PM

To Planning <planning@cityofmobile.org>

[Some people who received this message don't often get email from gwann55@aol.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

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.

Hello,

I live in the Leesburg subdivision off Knollwood drive and would like to respectfully state my opposition to the requested zoning change from R1 to R3 for the property at 3300 Knollwood Drive. There are presently two multi-family properties on Knollwood and adding another will make exiting my neighborhood even more difficult than it is now. Traffic is already very difficult to merge into, even when making a right turn.

There are also several very well-kept established neighborhoods as well as Leesburg directly off Knollwood, and I would like to see another single-family home neighborhood developed on this property in order to maintain the integrity and value of these existing homes. We maintain our homes to keep their value current, and as they increase in value, we pay addition property taxes to support Mobile County.

Thank you for your consideration.

Sincerely,
Gary A Wanner
3001 Alexandria Court
Mobile, 36693

Mobile City Planning Commission (Planning & Zoning/City of Mobile)
P.O. Box 1827 Mobile, AL 36633-1827 planning@cityofmobile.org

Re: Feb 20, 2025 Agenda, Item #15, SUB-003209-2025 & ZON-UDC-003210-2025

Location: Subdivision Name: Applicant / Agent: Council District: Proposal: OTHER BUSINESS 3300 Knollwood Drive The Knollwood Place, First Addition GK Land Holdings, LLC (Jery Byrd, Byrd Surveying, Inc., Agent) District 6 Subdivision of 1 lot, 17.16± acres; and Rezoning from Single-Family Residential Suburban District (R-1) and Buffer Business Suburban District (B-1), to Multi-Family Residential Suburban District (R-3).

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Secondly, the increase in traffic resulting from the new housing units will exacerbate congestion on our already busy streets. This will not only inconvenience current residents but also pose safety risks, particularly for children and pedestrians. Girby Road is the only access to Burns Middle School.

Additionally, I am deeply concerned about the environmental impact of the proposed development. The site is less than half a mile away from the **Environmental Studies Center** (<https://www.mcpsesc.com>), an important sanctuary that is home to bald eagles and other endangered species. The construction and subsequent stormwater runoff from the numerous planned buildings could severely affect this delicate ecosystem. In fact, Girby Road collapsed and was closed for several months in 2014 (directly in front of the E.S. Center) due to excessive storm runoff on 4/30/2014. Additional construction (like this proposed multi-family development) will likely result in additional drainage issues.

The Environmental Studies Center is a vital resource for our community, providing educational opportunities and preserving local wildlife. Any negative impact on this sanctuary would be a significant loss for both current and future generations.

Considering these concerns, I urge you to reconsider the rezoning application and explore alternative solutions that would not compromise the integrity of our neighborhood or the Environmental Studies Center.

Thank you for your attention to this matter.

Sincerely,

Residents of the Preserve Subdivision, Girby Road (Names/Addresses/Signatures below)

Kathy Brannon
3488 Rue Royal
Mobile, AL 36693

Proposed rezoning of 3300 Knollwood Drive on 2/20/25

From Allison Chung <lilhwn2@yahoo.com>
Date Mon 2/17/2025 8:36 PM
To Planning <planning@cityofmobile.org>

Some people who received this message don't often get email from lilhwn2@yahoo.com. [Learn why this is important](#)

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Re: Feb 20, 2025 Agenda, Item #15, [SUB-003209-2025](#) & [ZON-UDC-003210-2025](#)

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The Environmental Studies Center is a vital resource for our community, providing educational opportunities and preserving local wildlife. Any negative impact on this sanctuary would be a significant loss for both current and future generations.

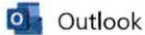
Considering these concerns, I urge you to reconsider the rezoning application and explore alternative solutions that would not compromise the integrity of our neighborhood or the Environmental Studies Center.

Thank you for your attention to this matter.

Sincerely,

Allison Chung

lilhwn2@yahoo.com



Outlook

3800 Knollwood Drive, zon-udc-003210-2025

From Robin Crusse <robincrusse@yahoo.com>

Date Sun 2/16/2025 10:21 PM

To Planning <planning@cityofmobile.org>

Some people who received this message don't often get email from robincrusse@yahoo.com. [Learn why this is important](#)

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ref: 29 January 2025 ltr; Mobile City Planning Commision Public Hearing

- 1) I own and reside in The Preserve Sub-division, adjacent to subject parcel.
- 2) The proposed rezoning and subsequent construction of 60 units in 15 quads on 17 acres will adversely affect our quality of life. The site is atop an incline next to the Preserve. There is a wooded wetland separating the two. The runoff from the proposed construction and parking areas runs onto Preserve single family residences. All residences require flood insurance,
- 3) The land was previously intended to build the Mitchell Cancer Institue but was not suitable due to springs and drainage,
- 4) Each unit will have a garage. The additional vehicle activity will increase the traffic volume on Medical Drive, Knollwood drive and Girby Road. Burns Middle School is located on Girby Road. Knollwood Drive and Girby Road are narrow 2 lane thorough fares with deep culverts running parallel. Medical drive is existing from Old Knollwood Hospital. The traffic flow is barely acceptable now and will be extremely dangerous with the extra vehicles.
- 5) Thank for considering these points that impact safety form increased traffic and water runoff

Robin E. Crusse
3576 Rue Royal
Mobile, Alabama, 36693

Proposed Rezoning at 3300 Knollwood Dr on 2/20/25

From Robin Elliott <trj1003@gmail.com>
Date Tue 2/18/2025 11:32 AM
To Planning <planning@cityofmobile.org>

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Re: Feb 20, 2025 Agenda, Item #15, SUB-003209-2025 & ZON-UDC-003210-2025

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Dear Mobile City Planning Commission,

I am writing to formally object to the proposed rezoning of the property located at 3300 Knollwood Dr., which is being developed by Clarence M. Ball, Jr. and his company, Ball HealthCare Services, Inc. There are several reasons that I object to this project in our neighborhood.

First off, the negative impact it will have on our property values is of utmost importance. We've all worked hard to pay for and maintain the value of our homes in this area and the proposed rezoning will allow for the construction of HUD income-assisted housing in our neighborhood which will bring property values down.

Secondly, the increase in traffic resulting from this proposed housing project is of great concern. We already have heavy traffic due to Burns Middle School and also a dangerous intersection at Knollwood and Girby. This will not only inconvenience current residents but also pose safety risks, particularly for children and pedestrians. Girby Road is the only access to Burns Middle School.

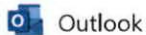
I'm greatly concerned about the environmental impact of the proposed development. The site is less than half a mile away from the Environmental Studies Center. This area has been a sanctuary for the beautiful animals and a secure habitat for them at the ESC. The construction and subsequent stormwater runoff from the numerous planned buildings could severely affect this delicate ecosystem. I've witnessed major issues with storm drainage since living in The Preserve for the past 7 years. In fact, I was unable to leave the neighborhood due to water flow after a storm. Girby Road actually collapsed and was closed for several months in 2014 (directly in front of the E.S. Center) due to excessive storm runoff on 4/30/2014. Additional construction (like this proposed multi-family development) always results in additional drainage issues. Proceeding with rezoning without consideration of the negative impact for current residents and the impact on the ESC makes no sense. Any negative impact on the Environmental Studies Center would be a significant loss for both current and future generations. We have to preserve this beautiful, natural habitat.

Considering these concerns, I urge you to reconsider the rezoning application and explore alternative solutions that would not compromise the integrity of our neighborhood or the Environmental Studies Center.

Thank you for your attention to this matter.

Sincerely,

Robin Elliott
3480 Rue Royal
Mobile, AL 36693
Trj1003@gmail.com



Outlook

Information For Stopping Zoning

From salfam0184@earthlink.net <salfam0184@earthlink.net>
Date Sat 2/15/2025 2:03 PM
To Planning <planning@cityofmobile.org>
Cc salfam0184@earthlink.net <salfam0184@earthlink.net>

Some people who received this message don't often get email from salfam0184@earthlink.net. [Learn why this is important](#)

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.

Good afternoon, City of Mobile,

I'm curious who I need to voice my concerns to about a developer, Clarence Ball that wants to change the current zone of R1 to an R3 in a vacant lot on Knollwood Dr. From what I understand Mr. Ball would like to build 60 plus small homes to start with for 55 and over and have the rents subsidized with a form of Section 8 or government funding. Not only will this lower mine and my neighbor's current property value in the Leesburg neighborhood. It will also cause a lot of traffic congestion that this area does not need. Additionally, it will cost the City of Mobile tax revenue dollars should all of homes lose property value because of these homes. I know all too well what happens to neighborhoods and communities when these types of homes are allowed to penetrate upscale neighborhoods such as mine and surrounding neighborhoods on Knollwood Dr. **Please DO NOT turn this area into the ones that I left behind in Northern California. It's a disgrace what those idiot, corrupt politicians in that state have done.** I'm sure if Mr. Ball wants to build upscale homes that will not require any subsidizing most of the people in these neighborhoods would be all for it.

Sincerely
Rick C Salmon
916-606-3851 Mobile phone

February 17, 2025

COMMENTS RE: The Knollwood Place, First Addition

Carolyn J White
3456 Rue Royal
Mobile, AL. 36695

I know it is our responsibility to take care of the less than and ensure they have suitable safe housing,

Below are my concerns thus far:

1. Will a retaining wall be erected to slow water flow into preserve neighbor's yard?
 - a. Developer for the Preserve failed to put in proper drainage to redirect water from underground springs thus rendering properties constantly staying we, soil erosion.
2. Has the Corps of Engineers been contacted for Wetland permits or preservation?
3. New Flood Plain Maps since 1984 to show if area is in a flood zone
4. PERT (Percolation test) Assessment done to test the drainage of the soil and impact to surrounding neighborhood, the
5. NEPA (National Environment Policy Act) since this is being federally funded, should follow some federal regulations on wetlands, environmental disturbance and protection.
6. Traffic Impact Study – will intersection at Girby and Knollwood be widen and traffic lights put up.
7. Update to City website regarding underground springs – Preserve is surrounded by Underground springs causing extensive flooding and soil erosion throughout
8. Why is previous medical building still standing? What is the environmental impact if any?
9. Will the development Project Delivery Team involve or have a rep from neighborhood to ensure interests are adhered to thought construction, operation and maintenance life.

Thank you,
Carolyn J. White

Online Comments received for PC – February 20, 2025

Agenda #14 ZON-UDC-003166-2024

Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)

Roger Woods

cwoods@lsu.edu

6094 Pherin Woods Ct

2025-01-30 01:08:08

I attended the community meeting held January 15. The Planning Application (pp. 16 onwards in the meeting document available here) was not presented to that meeting. In addition the summary of the meeting presented by the Developers to the City is grossly misleading and is totally inadequate. The meeting summary does not mention that the single plan circulated on paper at the community meeting was so small that it was almost unreadable and the Developers promised to send an electronic copy to all attendees that would be more easily readable; they have not yet done so. The summary states that the meeting was concerned about the accuracy of the plans; this is an understatement as the single plan presented was either incompetently prepared or deliberately deceptive regarding the location of the lots in question. There is no mention of the proposed minimum rent to be charged \$3000. There is no mention of the fact that the Developers were woefully unprepared for questions and had no idea of typical salaries of for example PhD students and therefore could not justify many of their contentions such as that this would be suitable for PhD students or families. There is no mention of the credit score requirements for prospective renters that the Developers stated at the meeting. There is no mention of the community request for a wall along the West side of the lots. Nor is there any mention that the attendees asked to be sent a copy of the proposal when submitted to the City and the Developers refused to grant even that courtesy to the community. Finally the meeting summary does not mention that a vote was taken towards the end of the meeting after discussions and the Developers agreed at that time that it would be recorded in the meeting summary. I counted 24 attendees and my (unofficial) vote count was 24 against zero for zero abstain. This indicates strong community opposition to this development. Since the Developers explicitly agreed to include this vote in their meeting summary reported to the City its omission from the summary is a serious matter that the Developers should be asked to explain. In short the Developers clearly have no respect for the local community. They held this meeting only because they were required to but they presented almost no actual or credible information made wild statements of fantasy that they could not back with evidence made no effort to provide common courtesy (such as readable detailed plans or sight of their application or meeting summary prior to submission) to community members and have reported on the meeting inaccurately. Others may add further omissions from their summary. I asked the Developers to add my points to their summary before submission but it appears to have been already submitted to the City. I respectfully request the Commission to deny this Rezoning request making clear that these Developers fall well short of the requirements for community respect and support. I should make clear that I am completely unrelated (as far as I am aware) to Commissioner Josh Woods.

Agenda #14 ZON-UDC-003166-2024

Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)

Stephen Russell

sr62180@gmail.com

616 Shenandoah Rd W

2025-02-07 23:49:32

I live in Ridgefield Subdivision south of the planned development on East Drive. I oppose this change in zoning for the below reasons: 1. East Drive is a cut through street from Airport Blvd. through Ridgefield subdivision to Old Shell Rd. 2. Opening East Drive to a large apartment complex increases the traffic through our subdivision increasing likelihood for car accidents with the many children playing in and around the streets of the subdivision. 3. I have not seen a traffic study in the application.

Agenda #14 ZON-UDC-003166-2024

Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)

Jessica Henderson

jnhenderson@gmail.com

6012 Shenandoah Rd. N.

2025-02-10 15:04:28

As a resident of Ridgefield I oppose this zoning change for the safety of the children in our neighborhood and our quality of life. Cut-through traffic from Airport blvd to Old Shell is already excessive. Additional multi-family housing will bring more. Ridgefield is a wonderful neighborhood for families. Please help us preserve it.

Agenda #14 ZON-UDC-003166-2024

Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)

Roger Woods

cwoods@lsu.edu

6094 Pherin Woods Ct

2025-02-14 01:05:49

Rezoning 162 & 186 East Dr R2 to R3 ZON-UDC-003166-2024 To announce the Community meeting the signage requirement from the City Meeting regulations (Article 5 Section 64-5-4 page 2) is

"One...sign...placed on the property per street frontage or per 400 linear feet of street frontage (if the site has more than 400 feet of street frontage)". For the lots in question there are two street frontages (Center Drive and East Drive) each 278 ft (see site plan). That is a total of 556 ft street frontage. Therefore two signs were needed. Only one sign was placed; on East Drive (see Meeting Documents filed). Many citizens use Center Drive and they were not made aware of this meeting as required. The City requirements for the meeting further state "Postal notices must contain the following information:...iv. Applicant or agent's valid phone number and email address." The postal notices sent to neighborhood residents (see copies filed with the Commission) contained neither phone number nor email address. The proposers were asked for their e-mail address at the Community meeting and they declined to tell the attendees. In addition the City requirements state "Postal Notification...required...no less than 15 days before the meeting". The meeting was held January 15; the original meeting notice although dated December 20 2024 was only delivered (bearing in mind the holiday postal delays) in January. The revised notice was dated January 2 2025 and postmarked January 3 2025 so the proposers are admitting that it was not sent out giving sufficient notice. In summary the Community meeting was not called in accordance with City requirements. If the proposers cannot follow simple rules for calling a meeting they clearly won't be able to follow complex and vitally important regulations regarding electrical safety gas safety road safety drainage fire safety environmental sustainability structural integrity hurricane resistance and countless other critical issues involved in construction. I respectfully request the Commission to deny this Rezoning request making clear that these Developers fall well short of the requirements for community respect and support. I should make clear that I am not related in any way as far as I am aware to Commissioner Josh Woods.

Agenda #14 ZON-UDC-003166-2024**Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)****Ryon Mcdermott**rmcdermott@southalabama.edu**6131 Pherin Woods Ct****2025-02-15 01:27:04**

These developers are not being straightforward with the existing residents. The documentation of the neighborhood meeting they have prepared for the city is not accurate. The Planning Application (pp. 16 onwards) was not presented at the meeting with residents on East Drive. In addition the report on the meeting is totally inadequate: it does not mention that a vote that was taken and the Developers agreed would be part of the meeting summary (I counted 24 attendees; my unofficial vote count was 24 against zero for zero abstain). It does not mention that the plan circulated on paper at the meeting was so small that it was almost unreadable and the Developers promised to send attendees an electronic copy that would be more easily readable (which they have not yet done). The summary states that the meeting was concerned about the accuracy of the plans; this is an understatement since the single plan presented was either incompetently prepared or deliberately deceptive regarding the location of the lots in question. There is no mention of the proposed rent to be charged \$3000. There is no mention of the fact that the Developers were woefully unprepared for questions and had no idea of typical salaries of for example PhD students and therefore could not justify their contentions which included that that this would be suitable for PhD students or families. There is no mention of the credit score requirements for prospective renters which was stated at the meeting. Nor is there any mention that the attendees asked to be sent a copy of the proposal when submitted to the city and the Developers refused to grant even that courtesy to the community. There is no mention of the community request for a wall along the West side of the proposed development. For all of these reasons I am deeply concerned about this development especially if a privacy wall is not constructed. I do not believe this development should move forward. We have a safe and peaceful community with many children and thus safety is paramount.

Agenda #14 ZON-UDC-003166-2024**Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)****Lauren Pritchett**laurenspritchett@gmail.com**6102 Pherin Woods Ct****2025-02-16 21:51:32**

Please stop messing with our neighborhood. The vape store was bad enough. Then full use of West for the apartments- when supposed to use Old Shell only. Makes residents want to move out. Thank you for considering.

Agenda #14 ZON-UDC-003166-2024

Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)

John Bridges

jbrdg1@bellsouth.net

6036 Sussex Dr

2025-02-18 02:05:52

The drawing submitted to the people at the meeting on this project had the location of the project on the east side of University Blvd when it is actually on the west side. This was stamped by a professional engineer. What can we expect from these people if they can't tell us where they are building?

Agenda #14 ZON-UDC-003166-2024

Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)

Miller Mosley

millermosley1@gmail.com

6126 Pherin Woods Ct

2025-02-18 20:53:43

As a neighborhood on Pherin Woods Court we do not want this to be built. This will effectively diminish our property values.

Agenda #14 ZON-UDC-003166-2024

Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)

Stefan & Tom Koerner

stefan.koerner@evonik.com

6098 Pherin Woods Ct.

2025-02-18 21:52:05

We completely disagree with the rezoning of the property.

Agenda #14 ZON-UDC-003166-2024**Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)****Michelle DuBose Adams**michelleduboseadams@juno.com**6008 Ridgefield Place****2025-02-19 02:20:29**

Good evening Commissioner Woods This email comes to you in grave opposition to the application request for rezoning of property 186 and 162 East Drive from an R2 to R3 multifamily residential status. I urge you to consider the impact that the proposed change would bring to the already busy flow of traffic on East Drive. Even though East Drive is a relatively short street with single lane traffic flowing in each direction it is located between the USA Mitchell Center on the street's northern edge stretching toward the south into the Ridgefield subdivision. In addition to the traffic from the residences and through traffic there are currently already two apartment complexes a Kingdom Hall of Jehovah's Witnesses Islamic Center School and Mosque Mavis Discount Tires Peppermint Gelato Shop and a host of patio homes with some currently used a leased property. The property was converted from R1 to R2 zoning to accommodate family styled housing to which all nearby celebrated. Even the current apartment complex was aware of the negative impact upon the community landscape and closed off their property to flow out to Center Drive in order to minimize the impact of daily traffic within the community. Respectfully submitted Michelle DuBose Adams

Agenda #14 ZON-UDC-003166-2024**Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)****Charles Kraft**cksystem@bellsouth.net**5929 Windham Ct****2025-02-19 13:12:58**

The proposed development will create a traffic nightmare on East Drive and will lower the property values for all who live on East Drive. This is an ill conceived truly horrible plan. No consideration for current residents exist in this plan. Please do not allow this to happen.

Agenda #14 ZON-UDC-003166-2024

Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)

Rodger Woods

cwoods@lsu.edu

6094 Pherin Woods Ct

2025-02-19 14:38:26

I received from Ms. Tania Rizzuto a copy of the Neighborhood Meeting Summary for this proposal (available on your website) prepared by the Applicants. Very soon afterwards (22 minutes later the same day at 08:41 AM) I replied pointing out many serious shortcomings of the meeting summary as reported to the Commission in a comment I sent through the Commission's website earlier this month.* I requested that my comments be added to the Summary sent to the City (in fact the Summary may already have been sent to the City but the Applicants could have added an Addendum). Ms. Rizzuto replied copied to nbhasin@gmail.com (I assume that is one of the Applicants) the same day at 4:01pm. Her message in full is: "Hello" Thank you for reaching out with your questions and/or concerns. I want to assure you that your message has been received and someone will follow up with you shortly to address your inquiries." I am writing this comment to place on record that up to the present time I have not heard back from any of the Applicants. This follows a clear pattern established at the Neighborhood Meeting: these Applicants make many promises to try to placate Community criticism but never have any intention of actually following up on any of their promises. At the Neighborhood Meeting they made many promises to send attendees information later but they did not carry out those promises. It is regrettable that the Applicants did not submit a complete and accurate account of the Neighborhood Meeting and moreover ignored an attendee pointing out those misrepresentations. By behaving in such an unprofessional and unethical manner these Applicants are surely demonstrating that they are not fit to undertake this development and accordingly the rezoning request from these Applicants is not supportable. I respectfully and strongly urge the Commission to deny this request as the Applicants have repeatedly demonstrated their continued refusal to communicate in a professional and ethical manner with Community members. I should make clear that I am not related in any way as far as I am aware to Commissioner Josh Woods. *In brief the Applicants' Summary omits the meeting vote showing strong community opposition; it omits that the meeting felt that the siteplan circulated was too small to be readable and the developer promised to send a larger copy by e-mail which they have so far failed to do; it omits the finance details stated at the meeting; it omits the attendees' request for a copy of the proposal submitted which the Applicants denied; and it omits the community request for a wall along the West side of the lot.

Agenda #14 ZON-UDC-003166-2024

Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)

James Mark Swanzy

markswanzy@gmail.com

6139 Pherin Woods Ct

2025-02-19 15:32:53

I am opposed due to this property adjoining our subdivision as 4 to 6 recent rental property developments around our subdivision have all caused problems for the existing residence including additional traffic issues and pedestrian traffic crossing streets from these rental properties has increased near misses of vehicles hitting these pedestrians and reduced property value issues. So we are not opposing this development based on what might happen to our subdivision but what has happened in recent years and is happening presently. In the other 4 to 6 rental property developments the city never made these properties do what they said they were going to do like limit entrances to streets keep streets landscaping cut and edged border fencing maintained better lighting on streets etc. Old Shell can not handle more traffic from side streets with the volume multiple family/resident properties will allow. The proposed property developers talk about luxury apartments will be more expensive with better residents with credit scores above 800. First you can have a credit score of 800 and not be able to afford a luxury apartment. Second the proposed development has no green space pool or other amenities that does not sound like a luxury development to me. Due to the close proximity to the Uni. of South Alabama all these developers never charge the rents they say they always lower the rents for students to be able to afford these properties and then do not properly maintain them. Uni. of South Alabama just purchased the apartment complex at the corner of Old Shell Rd. and West Drive and they bought the old Morrison Nursery property on West Drive. Does Uni. of South Alabama plan to build more student housing on West Drive about 200 yards from the apartment complex they just purchased? Who knows? We do not feel it is right for the City to continue to change zoning from single family residential to multi-family among existing subdivisions. The apartment complex Uni. of South Alabama just purchased was approved as single family apartments with 300 parking spaces but the developer sold it as single bedroom rentals so four students to an apartment. That led to the developer needing 300 more parking spaces. They purchased the property across the street and built a parking lot which is against multiple city ordinances that state it would be dangerous to have parking lots across the street from the rental property. So we now have students wearing dark clothes wearing ear buds and walking out in front of vehicles on West Drive on a daily basis.

Agenda #14 ZON-UDC-003166-2024**Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)****Lisa & Jeff Beaverstock**jeff_beaverstock@alsd.uscourts.gov**6062 Brandy Run Rd S****2025-02-19 16:17:01**

We write today in opposition of the rezoning request for ZON-UDC-003166-2024 located at 162 and 186 East Drive. We attended the community meeting hosted by the developers at the University of South Alabama last month. The members of the community raised many concerns about the proposed rezoning application and the developers' intentions for the property. The developers' summary of the meeting submitted to the Commission does not accurately convey the sentiments expressed at the community meeting. The information provided by the developer was extremely limited and indicated the primary goal was to achieve the maximum occupancy allowed by the zoning regulations. The view of the community expressed by a vote of all present was decidedly against the project and the negative impact it would have on the surrounding neighborhood. We have lived in the Ridgefield subdivision for more than twenty years. Our neighborhood is quiet but has always had a problem with the volume of non-resident traffic cutting through our neighborhood from Airport Boulevard to the University of South Alabama. The requested zoning change and the proposed project will only exacerbate our traffic problem. To put it simply the requested rezoning would not constitute orderly development and would definitely not support the general welfare of the neighborhood. The proposed rezoning is inconsistent with the character of our neighborhood. We respectfully ask that you deny this rezoning application.

Agenda #14 ZON-UDC-003166-2024**Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)****Renee Smith**reneeandshawn@yahoo.com**6040 Sussex Dr****2025-02-19 19:32:55**

Opposed to proposed rezoning from R2 to R3 :-Procedural problems: neighbors not notified or provided required information per Code.-Substantive problems: Proposal not consistent with surrounding development and is not appropriate or compatible with the current zoning classification; Proposer cites financial harm to himself as justification for his request for zoning change. This justification is inconsistent with the Unified Development Code (UDC) 64-5-5.E and does not have the objective of carrying out a sound stable and desirable development such as that originally proposed and approved when he acquired the land.

Agenda #15 SUB-003209-2025 & ZON-UDC-003210-2025
GK Land Holdings, LLC (Jerry Byrd, Byrd Surveying, Inc., Agent)

Alton Maier
maierchip@gmail.com
3009 Blue Ridge Dr E
2025-02-10 19:31:57

We do not need a project with that much population density added to this part of the city To much traffic as it is

Agenda #15 SUB-003209-2025 & ZON-UDC-003210-2025
GK Land Holdings, LLC (Jerry Byrd, Byrd Surveying, Inc., Agent)

Stephanie Jones
jones@chbss.org
5612 James Madison Dr. N
2025-02-17 22:07:42

Please do not recommend that the old Knollwood Hospital property facing Knollwood Dr. be rezoned for apartments--even for people 55 and older. Chances are no agency would ensure the age or number of individuals living in each unit. Also the density of apartments on and very close to the Government St. end of Knollwood Dr. is already significant! An increase in traffic would mean more LOUD music and more BLASTING muffler sounds--especially late at night. Additionally more litter often comes with more traffic--and sometimes more crime with more people! Please help preserve the value and peace of the single-family homes that already exist in the proximity of the Knollwood Hospital property. Current apartment dwellers will also thank you for not increasing traffic noise litter and possible crime. Please vote NO on Agenda #15. Thank you!

Agenda #15 SUB-003209-2025 & ZON-UDC-003210-2025
GK Land Holdings, LLC (Jerry Byrd, Byrd Surveying, Inc., Agent)

Karlene Vesely
kwvesely@aol.com
5608 James Madison Dr N
2025-02-18 00:06:09

PLEASE! No more apartments on Knollwood. It's out of control traffic as it is now.

Agenda #15 SUB-003209-2025 & ZON-UDC-003210-2025
GK Land Holdings, LLC (Jerry Byrd, Byrd Surveying, Inc., Agent)

Charly Luellen
molulu@msn.com
5552 James Madison Dr N
2025-02-18 01:13:19

Thank you for giving me this opportunity to express my opinion. Our family (and neighbors!) Are **STRONGLY OPPOSED** to any more large developments in this area... we have already had instances of builders 'bait and switch'... saying they will build senior housing... then once it is rezoned they build apartments large subdivisions low-income housing etc... the infrastructure here can not handle another large development neither can the schools. And this is supposed to be a watershed area... they have been chopping away at it for years now. PLEASE I beg you to protect us Our investment our security and our ENVIRONMENT.. please do not allow them to build any more apartments or subdivisions here! My family is ok with a reasonable **SENIORS ONLY** housing... but please make them guarantee this! Bait and switch is wrong. Thank you again for your time and the ability to give my opinion. Best wishes to you and yours.

Agenda #15 SUB-003209-2025 & ZON-UDC-003210-2025
GK Land Holdings, LLC (Jerry Byrd, Byrd Surveying, Inc., Agent)

Joan Gardner
jlgardner723@gmail.com
5550 James Madison Drive S
2025-02-18 15:14:20

Thank you for the opportunity to oppose the rezoning at 3300 Knollwood Drive. I have traffic concerns. There are already 3 existing apartment complexes within a mile or closer of this location - Sandpiper at Government Blvd. and Knollwood Dr. Woodside Apartments at Highway 90 and Landsdowne Drive and 61 Ninety West at Girby Road and Lloyd's Lane. Knollwood Drive already serves as a major south/north road and is heavily travelled - even on weekends. Please consider this from a safety standpoint and take into account the number of apartment complexes already in the area. Thank you.

Agenda #15 SUB-003209-2025 & ZON-UDC-003210-2025
GK Land Holdings, LLC (Jerry Byrd, Byrd Surveying, Inc., Agent)

David Brock
davidbrock67@bellsouth.net
2908 Petersburg Ct
2025-02-18 17:22:05

I am against the rezoning of the property to R-3. The Crossings Sandpiper Longleaf Pines and Turtle Creek are all existing multi family properties in the immediate area. The traffic along Knollwood Dr and Girby Rd is already dense and cannot support yet another multi family property. This presents a danger to both automobile and pedestrian traffic. The impact of additional crowding of the the existing schools in the area should also be considered. Additionally there are numerous single family residential neighborhoods in the area whose property values will be negatively impacted by this rezoning. Thank you for considering by comments and your service on this Commission to ensure safe and sustainable growth in Mobile.

Agenda #15 SUB-003209-2025 & ZON-UDC-003210-2025
GK Land Holdings, LLC (Jerry Byrd, Byrd Surveying, Inc., Agent)

Jason Salzberg
jason@gordon-oaks.com
3145 Knollwood Dr
2025-02-18 19:30:17

Hello. My name is Jason Salzberg. I am the general manager at Gordon Oaks Senior assisted and Independent living at 3145 Knollwood Drive in Mobile AL.. As you can imagine it is very disheartening to see that the city is considering approval for a new building project called Knollwood place right around the corner from our campus. Our campus has 3 senior Independent living buildings totaling 90 units as well as an Assisted Living facility and a Nursing home. Allowing The Knollwood place to be built right in our back yard would be devastating for us and our residents. Please consider that Knollwood Healthcare Nursing home and the Gordon Oaks facilities have been established pillars of the area for many many years. We respectfully ask you not to approve the Knollwood Place project. Thanks so much. Jason

Agenda #15 SUB-003209-2025 & ZON-UDC-003210-2025
GK Land Holdings, LLC (Jerry Byrd, Byrd Surveying, Inc., Agent)

Mary Dueitt
mbdueitt@bellsouth.net
3105 James Madison Dr W
2025-02-18 22:55:05

As a resident of Madison Place subdivision I am against apartment housing this close to the vicinity of my residence for fear of causing our property value to decrease

Agenda #15 SUB-003209-2025 & ZON-UDC-003210-2025
GK Land Holdings, LLC (Jerry Byrd, Byrd Surveying, Inc., Agent)

Cary Reams
maxax777@icloud.com
5708 Travelers Ct
2025-02-19 18:00:55

100% Categorically against the Planned Rezoning!!! The list of reasons is a mile long - but a few simple ones are the traffic on Knollwood the nearby retention pond and the simple destruction of a nice neighborhood area. Every person that I know that lives and owns land near this area is 100% against this change. We will NOT support this change and we will continue to oppose everyone and everything related to this change!!!

Agenda #15 SUB-003209-2025 & ZON-UDC-003210-2025
GK Land Holdings, LLC (Jerry Byrd, Byrd Surveying, Inc., Agent)

Cary Reams
maxax777@icloud.com
5708 Travelers Ct
2025-02-19 18:05:13

Just wanted to make sure you got my last 100% against this change! Again...100% fully and completely against this change! NO Negative DO NOT DO IT - totally disagree - it's a terrible idea and we are ALL AGAINST IT!!!! We do NOT support this proposed change!!!!

Byrd Surveying

2609 Halls Mill Road
Mobile, AL 36606

GK Land Holdings, LLC

1 Southern Way
Mobile, AL 36619

Knollwood Development, Inc.
c/o USA Foundation
P. O. Box 3148
Mobile, AL 36652

Southern AL Acquisitions I, LLC
1800 Rockaway Ave., Suite 200
Hewlett, NY 11557

Equity Trust Company Custodian FOB
John F Loupe IRA
19644 S. Muirfield Circle
Baton Rouge, LA 70810

Phillip & Edna Gabriel, Jr.
3492 Rue Royal
Mobile, AL 36693

Mary Britton & Sherry May
3488 Rue Royal
Mobile, AL 36693

Suzan & Frederick Touchton
3484 Rue Royal
Mobile, AL 36693

Robin J. Elliott
3480 Rue Royal
Mobile, AL 36693

ary & Melanie Olsen
3476 Rue Royal
Mobile, AL 36693

Melville & Odette Sternberg
3472 Rue Royal
Mobile, AL 36693

Daniel & Kimberly Blaich
3468 Rue Royal
Mobile, AL 36693

Jamie Barron
3464 Rue Royal
Mobile, AL 36693

Darrell R. Skipper
3460 Rue Royal
Mobile, AL 36693

Carolyn J. White, Trustee
3456 Rue Royal
Mobile, AL 36693

Floyd & Debra Stringfellow
3452 Rue Royal
Mobile, AL 36693

Martha Jean Reeves
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Mobile, AL 36609

Barbara N. Fretwell
3444 Rue Royal
Mobile, AL 36693

William & Phyllis Bullock
3440 Rue Royal
Mobile, AL 36693

Loupe Development, LLC
3476 Rue Royal
Mobile, AL 36693

Altapointe Health Systems, Inc.
5750A Southland Drive
Mobile, AL 36693

Richard & Joyce Florence
3436 Rue Royal
Mobile, AL 36693

Lawrence & Barbara Lemke
3432 Rue Royal
Mobile, AL 36693

Loupe Development, LLC
19644 S. Muirfield Circle
Baton Rouge, LA 70810

Lakesha L. Brackins
3424 Rue Royal
Mobile, AL 36693

Mariam Ayad Yousef
30369 Maury Court
Spanish Fort, AL 36527

Hoang Duong Do
3423 Rue Royal
Mobile, AL 36693

Leslie & Susanne Dukes
3427 Rue Royal
Mobile, AL 36693

Roderick & Laquise Mitchell
3443 Rue Royal
Mobile, AL 36693

Leo & Sidney Cain, Jr.
3447 Rue Royal
Mobile, AL 36693

Carlos & Vivian Thompson
3451 Rue Royal
Mobile, AL 36693

Varsha Kulkarni &
Indrakaran Rao Penmaraju
3455 Rue Royal
Mobile, AL 36693

Tanner McGill & Payton Mohan
3459 Rue Royal
Mobile, AL 36693

Jack & Melanie McCaskill
3463 Rue Royal
Mobile, AL 36693

Luther & Deborah Hartley
3467 Rue Royal
Mobile, AL 36693

Huong Thi Tran
3471 Rue Royal
Mobile, AL 36693

Walter & Cynthia Cazalas, Jr.
3475 Rue Royal
Mobile, AL 36693

Billy & Rhonda Daniels
3491 Rue Royal
Mobile, AL 36693

Armando Rodriguez-Castro
& Armando Rodriguez
3503 Rue Royal
Mobile, AL 36693

Amy E. Deas
3500 Rue Royal
Mobile, AL 36693

David & Mary Bark, Jr.
3496 Rue Royal
Mobile, AL 36693



Agenda Item # 15

SUB-003209-2025 & ZON-UDC-003210-2025

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:

3300 Knollwood Drive

Subdivision Name:

The Knollwood Place, First Addition

Applicant / Agent:

Jerry Byrd, Byrd Surveying, Inc.

Property Owners:

GK Land Holdings, LLC

Current Zoning:

R-1, Single-Family Residential Suburban District &
B-1, Buffer Business Suburban District

Proposed Zoning:

R-3, Multi-Family Residential Suburban District

Future Land Use:

Low Density Residential
& Traditional Center

Applicable Codes, Policies, and Plans:

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

Proposal:

- Subdivision approval to create one (1) legal lot of record.
- Rezoning from R-1 & B-1 to R-3.
 - 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 nine (9) conditions; and
2. Rezoning with one (1) condition.

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PLANNING COMMISSION **VICINITY MAP - EXISTING AERIAL**



The site is surrounded by residential units.

APPLICATION NUMBER 15 DATE February 20, 2025
 APPLICANT The Knollwood Place, First Addition
 REQUEST Subdivision, Rezoning from R-1 and B-1 to R-3



SITE HISTORY

Rezoning of the North portion of the site from R-A, Residence Agriculture District, to B-1, Buffer Business District, was adopted by City Council at its April 7, 1981, meeting.

The South portion of the site was recently recorded as Lot 1 of The Knollwood Place Subdivision, the plat for which was approved by the Planning Commission in April 2024 and subsequently recorded in Probate Court.

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

STAFF COMMENTS

Engineering Comments:

Subdivision:

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

- A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
- B. Revise NOTES #7 – Delete “...(FLIGHT 21 - #85)...”.
- C. Revise NOTES #7 – Revise “...LOT A – 100,000 SF.” to “LOT A – NONE.”
- D. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

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

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

Planning Comments:

Subdivision

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

The site has frontage along Knollwood Drive, a major collector street requiring a 100-foot-wide right-of-way, and Medical Park Drive, a minor street with curb and gutter requiring a 50-foot-wide right-of-way. The plat depicts a sufficient right-of-way widths along both streets, making additional dedication unnecessary.

A 25-foot corner radius at the intersection of Knollwood Drive and Medical Park Drive was dedicated with the recording of the most recent subdivision and should be retained on the Final Plat, if approved.

The lot, as proposed, exceeds the minimum area requirements for lots served by public water and sanitary sewer in R-1 Suburban and B-1 Suburban districts, and it will exceed the same requirements for similar lots in an R-3 Suburban district if the rezoning request is approved. The lot's size is labeled in both square feet and acres on the preliminary plat, as required by Section 5.A.2(e)(4) of the Subdivision Regulations. This information should be retained on the Final Plat, if approved; or provision of a table with the same information on the Final Plat will suffice.

The proposed lot meets the minimum 60-foot width requirement of Section 6.C.2(b)(2) of the Subdivision Regulations for residential lots located within the Suburban sub-district.

A 25-foot front yard setback is illustrated along Knollwood Drive and Medical Park Drive on the preliminary plat, in compliance with Section 5.C.2.(i) of the Subdivision Regulations, and Article 2, Section 64-2-7.E. of the Unified

Development Code (UDC), for lots in an R-3 Suburban district. If approved, this information should be retained on the Final Plat.

A 100-foot setback is illustrated where the site adjoins a single-family residential subdivision, to the West. This exceeds the applicable setback and protection buffer requirements of the UDC for lots in any zoning district. While side yard setbacks are not required to be depicted on a subdivision plat, provision of such a large setback may be acceptable to the property owner and the surrounding neighborhood to prevent development within at least 100 feet of the adjoining subdivision; however, the side yard setback may be removed from the plat prior to its recording in Probate Court.

If approved, the subdivision would result in the lot being split-zoned, R-1 and B-1. 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 the lot being split-zoned R-1 and B-1. The applicant's justification for the rezoning can be viewed using the link on Page 1 of this report. In this instance, the subdivision of land may make reclassification necessary and desirable to eliminate split zoning. If approved, the Rezoning process should be completed prior to signing the Final Plat for the proposed subdivision.

The site is bordered by B-1 properties, to the North, East, South, and Northwest, only two (2) of which are developed. Properties to the Southwest are zoned R-1 and are all developed with single-family dwellings.

The site plan submitted with the rezoning application conceptualizes the construction of an apartment complex dedicated to housing elderly people, a use permitted by right in an R-3 Suburban district. The property is currently undeveloped, therefore, if approved, full compliance with the development standards of the UDC will be required and must be illustrated on all site plans submitted for review with the associated development permits.

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 Knollwood Drive (100 feet) and Medical Park Drive (50 feet) on the Final Plat;
2. Retention of the 25-foot corner radius at the intersection of Knollwood Drive and Medical Park Drive;
3. Retention of the 25-foot minimum building setback line along both street frontages;
4. Retention of the lot size label 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. Completion of the Rezoning process to eliminate the potential for split-zoning prior to signing the Final Plat;

6. Compliance with all Engineering comments noted in this staff report;
7. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
8. Compliance with all Urban Forestry comments noted in this staff report; and,
9. 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 Rezoning is intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

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

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

- A) Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
- B) Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
- C) Compatibility. Whether the proposed amendment is compatible with:
 - (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.

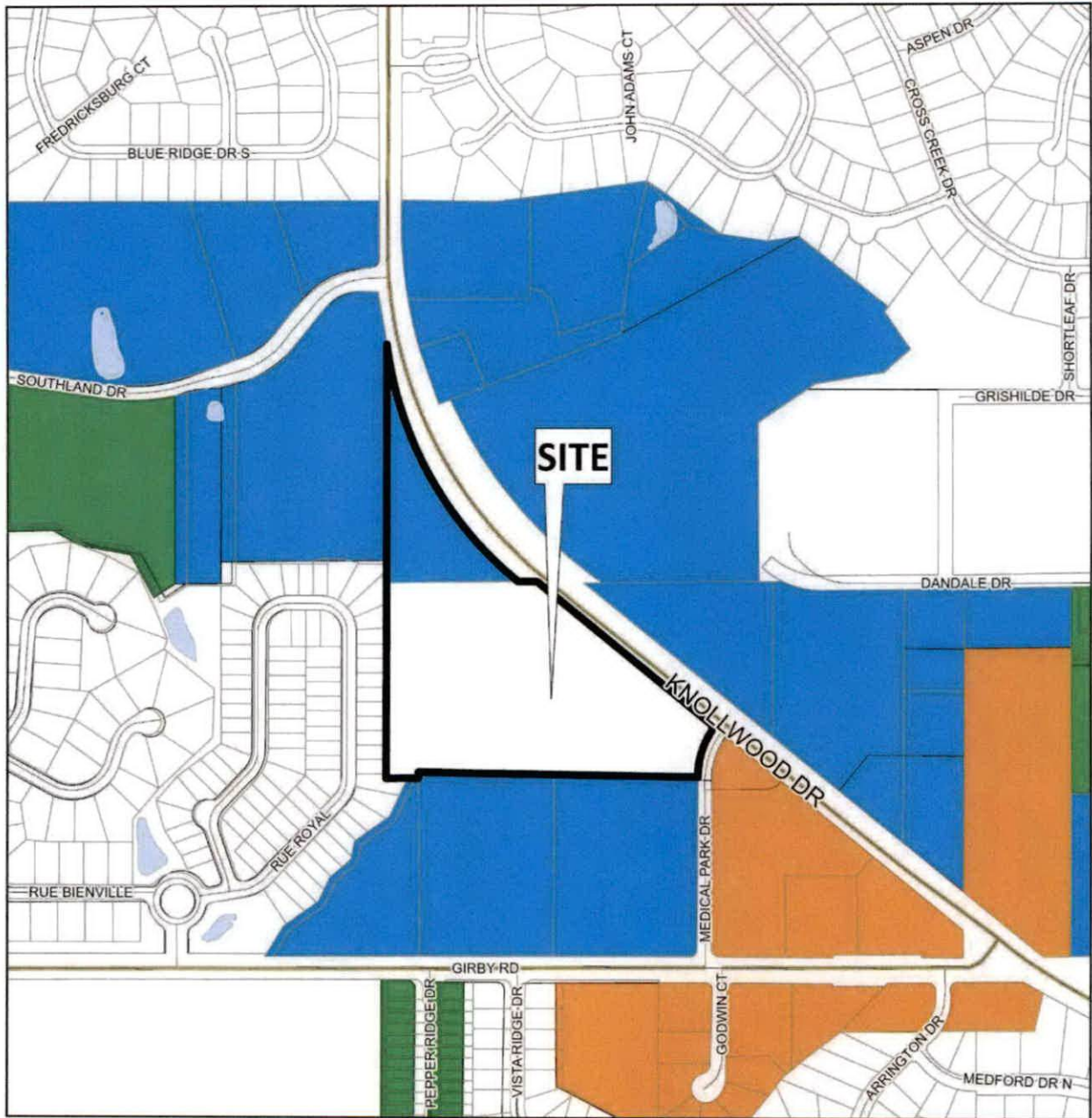
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

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

1. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



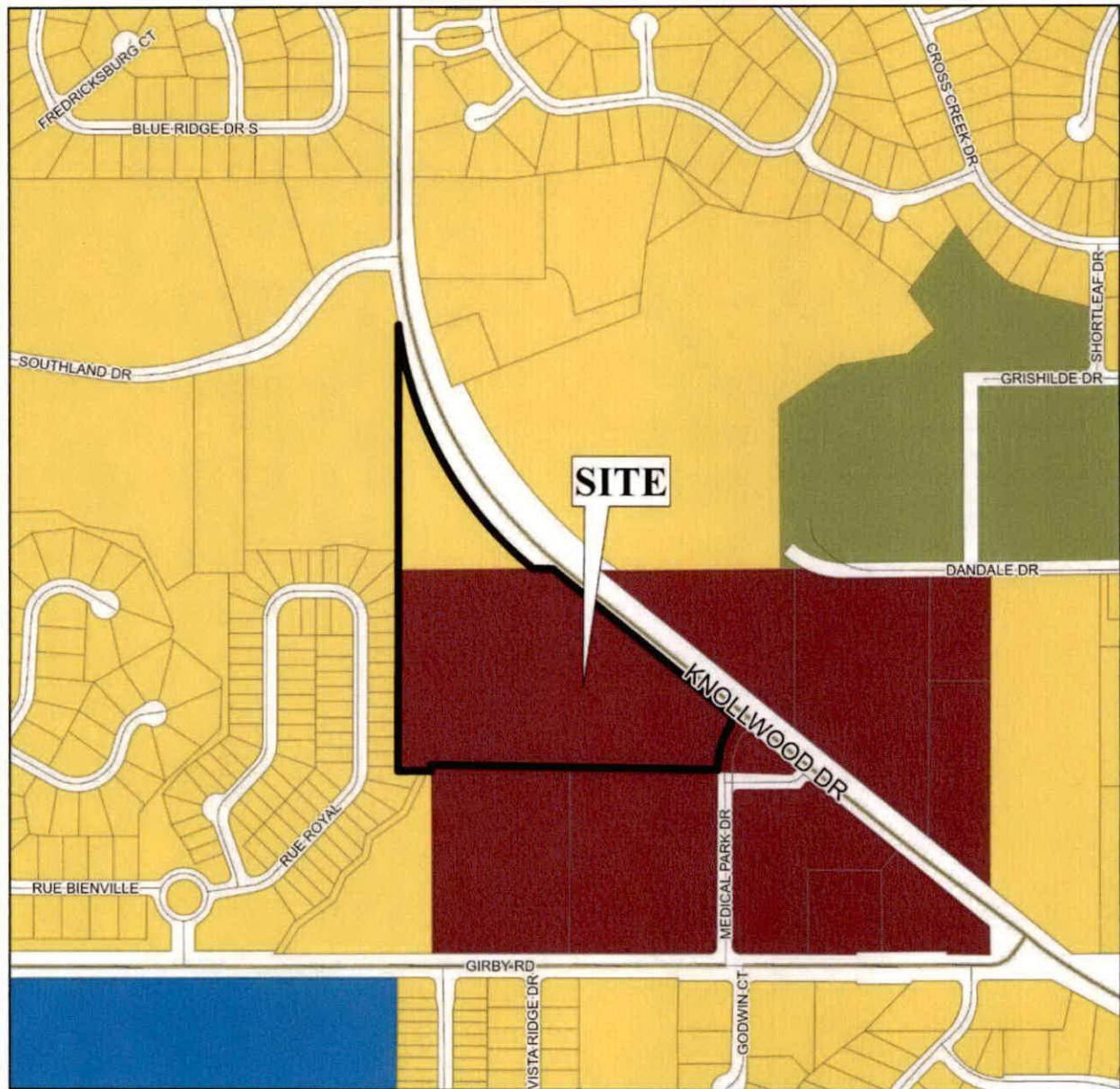
APPLICATION NUMBER 15 DATE February 20, 2025

APPLICANT The Knollwood Place, First Addition

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



FLUM LOCATOR MAP



APPLICATION NUMBER 15 DATE February 20, 2025

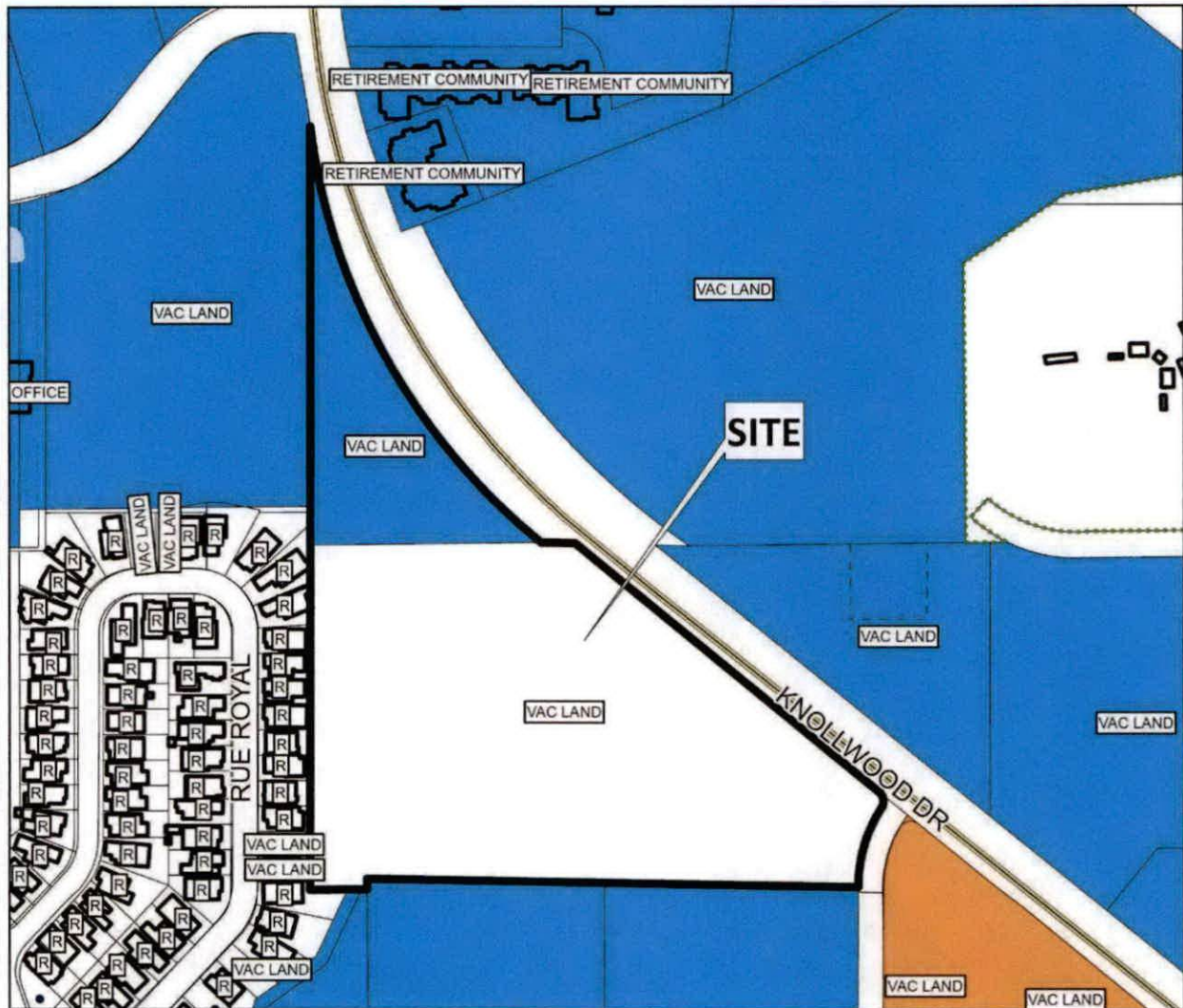
APPLICANT The Knollwood Place, First Addition

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

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



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units.

APPLICATION NUMBER 15 DATE February 20, 2025

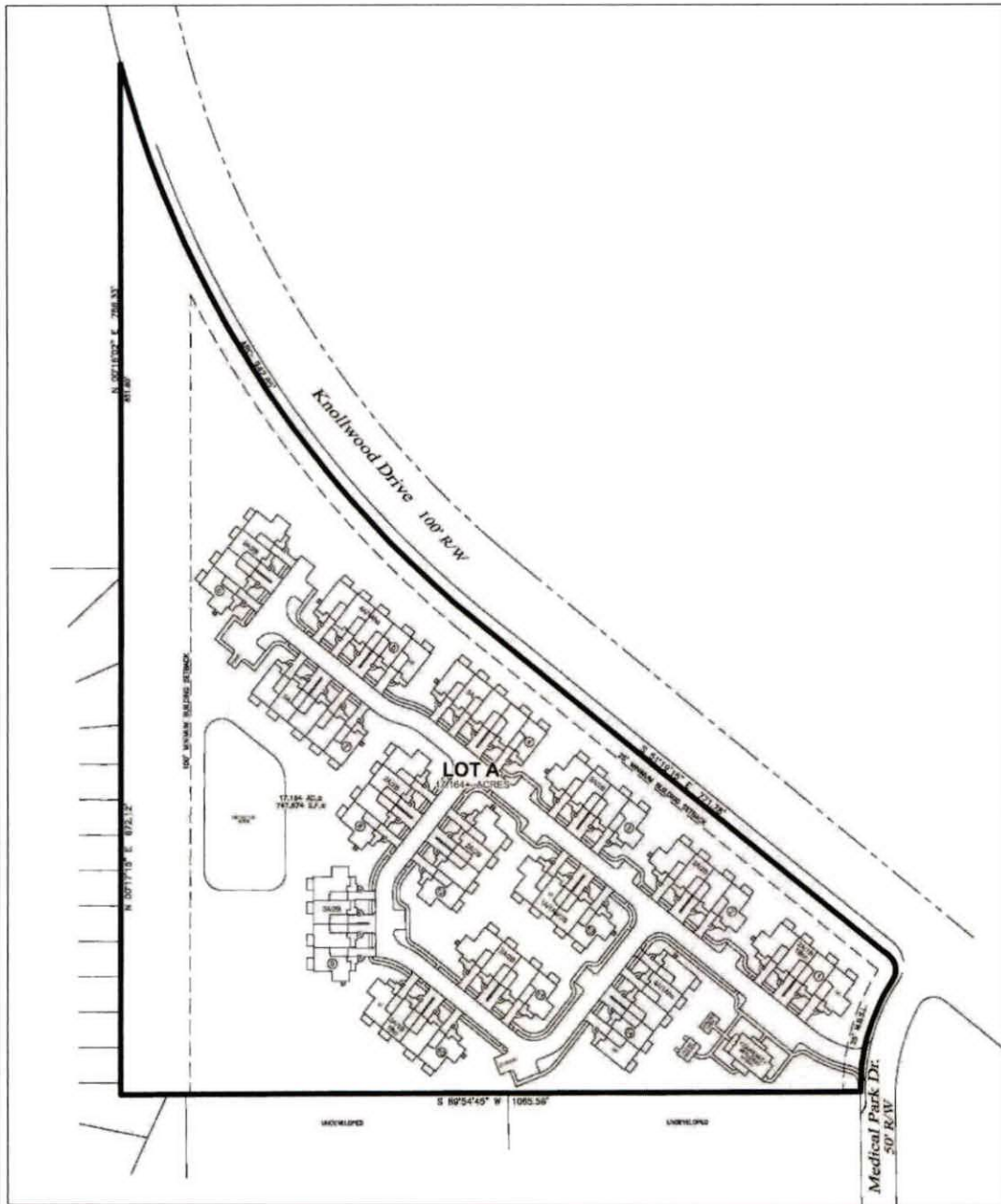
APPLICANT The Knollwood Place, First Addition

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

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



SITE PLAN



The site plan illustrates the proposed buildings, setbacks, and drives.

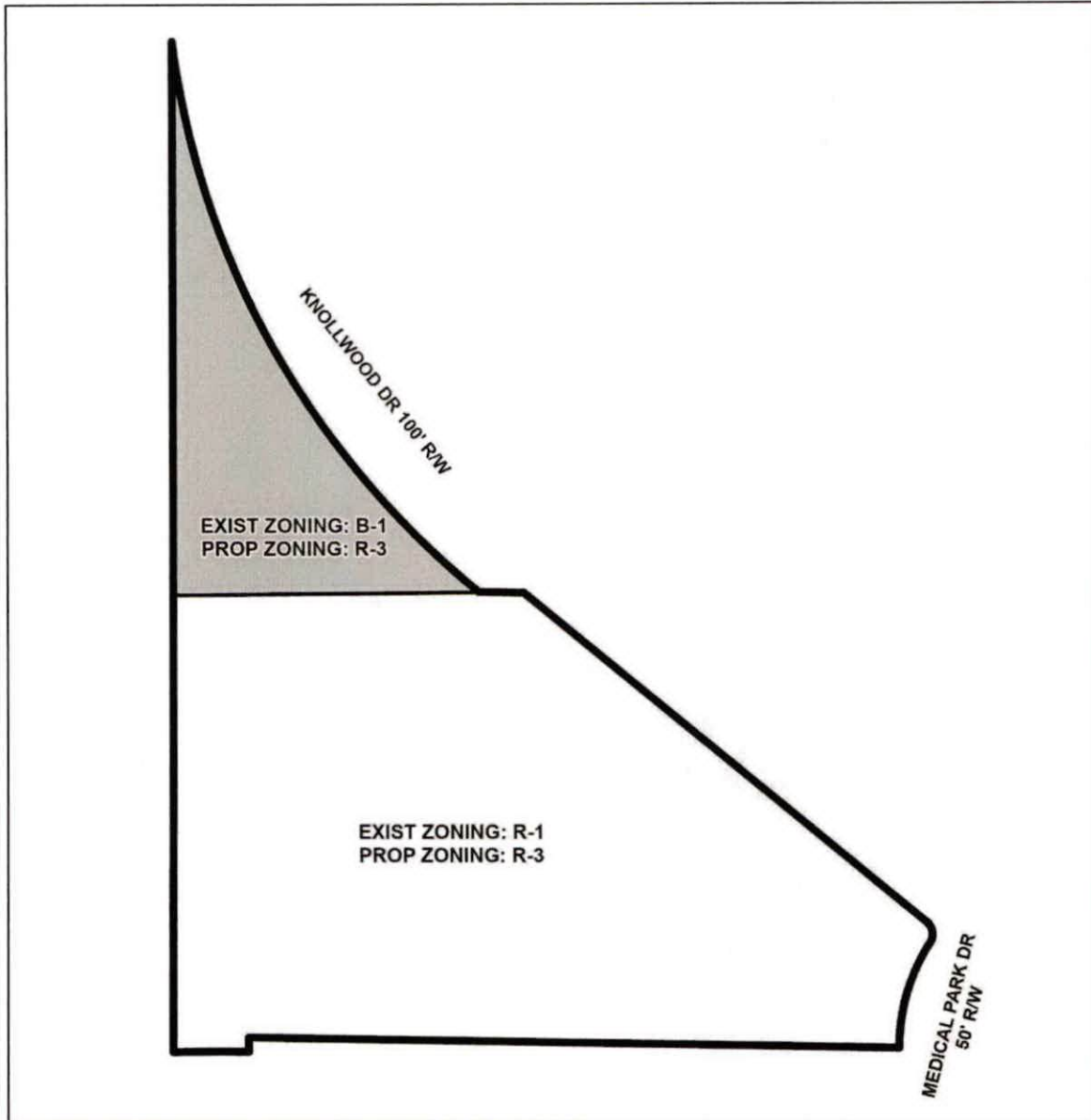
APPLICATION NUMBER 15 DATE February 20, 2025

APPLICANT The Knollwood Place, First Addition

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



DETAIL SITE PLAN



APPLICATION NUMBER 15 DATE February 20, 2025

APPLICANT The Knollwood Place, First Addition

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



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

Zoning District Correspondence Matrix

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

Residential Land Use

LOW DENSITY RESIDENTIAL (LDR)

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

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

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

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

NEIGHBORHOOD CENTER (NC)

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

General Principles for Neighborhood Centers:

- NC should support a limited amount of commercial employment
- NC should incorporate some residential use, which may vary in type from detached single family, townhouse, accessory and live-work units in mixed use and low-rise multifamily structures.
- The residential density in NC designations—ranging from 4 to 10 du/ac—must be compatible in character with that of surrounding residential development, providing appropriate transitions in height, massing and other buffering from one land use district to the next.
- The retail and housing uses should merge around vibrant, compact, accessible nodes, located at key

neighborhood intersections or along short road segments.

- The NC nodes should be connected to the surrounding neighborhood and nearby public uses (e.g., schools, parks, etc.) via well-designed sidewalks and complete streets.

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

Additional Attributes of Neighborhood Centers:

- NC in traditional contexts: These tend to be in those areas east of the Beltline and correspond to MxDR neighborhoods. In these NCs, buildings should orient to the street, with on-site parking typically pushed to the back of the site. The design qualities of the public realm are emphasized, including the provision of continuous sidewalks, tree canopy, pedestrian amenities, on-street parking and bicycle facilities where appropriate.
- NC in suburban contexts: These generally are located among the LDR land use designations in the areas west of the Beltline. Where they exist, these centers currently have a more pronounced

vehicular orientation. Therefore, the emphasis is on retrofitting to improve internal walkability (e.g., through the addition of sidewalks, tree canopy, protection from the elements) and external connectivity to the surrounding areas (via sidewalks, paths and trails, street crossings, transit stops, etc.) and to increase the mix and density of uses (e.g., infill of outparcels, addition of housing, etc.).

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 ON PROPOSED CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY TO OPERATE
A LIMOUSINE SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Juanita Mullis to operate a limousine service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on April 8, 2025, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

A handwritten signature in black ink, appearing to read "Lisa C. Lambert". The signature is fluid and cursive, with the first name "Lisa" and last name "Lambert" clearly distinguishable.

Lisa C. Lambert
City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Juanita Mullis for a Certificate of Public Convenience and Necessity to operate a limousine service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

City Clerk



APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Juanita Mullis individually or on behalf of Top Cat Limousine, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Top Cat Limousine / Juanita Mullis

Business Address: 1

Telephc

name Top Cat Limo

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate

SSN:

Residence Address:

Address

City

State

Zip code

Telephone Numbe

iver's License #:

Residing in Mobile County: Years: 8

Months: 10

U.S. Citizenship: Yes ☒ No ☐

I attest, under penalty of perjury that I am:

☒ A citizen or national of the United States

☐ A lawful permanent resident

(Alien # A _____)

an alien authorized to work until ____/____/____

(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____

Partnership _____ L.L.C. ☒ Other: (please specify) _____

Business Address: 1

(If different from address provided in Part I)



C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name	Title	Address	Amount of Stock Held (if any)
------	-------	---------	-------------------------------

Juanita Mullis	owner		
----------------	-------	--	--

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition
------	------	--------	----------	-------------

None				
------	--	--	--	--

Part III. Vehicle/Carriage Information:

Class of service to be furnished: (Check only one)

Taxicab ☐

Sedan ☐

Shuttle ☐

Horse Drawn Carriage ☐

Other ☒

Limousine

Location of terminal/depot or stand & stables:

by appointment

What will be your days and hours of operation?

8-5 or

How many vehicles (carriages) do you intend to operate?

1 to 5

(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: Cadillac

Year: 2018

Model: Escalade ESV

Make:

Year:

Model:

Make:

Year:

Model:

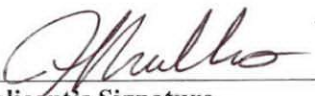
If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:

Metallie Grey/Black - Top Cat Limo



I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;
2. All of the foregoing statements are true and correct to the best of my knowledge;
3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
4. I have read and understand Chapter 59 of the Mobile City Code;
5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

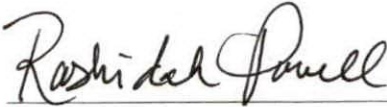

Applicant's Signature

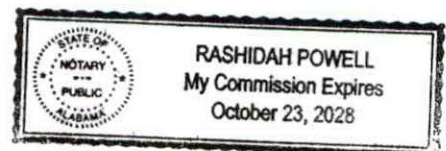
NAME OF ENTITY:

Top Cat Limousine

By: _____
Its _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS
18 DAY OF March, 2025


Notary Public





(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Juanita Mullis

Nickname(s) or Maiden Name: Nita Mullis

Current Address: _____

Previous Address: W. _____

Personal Description:

Height: 5'8"

Weight: 175

Hair Color: Blonde/White

Eye Color: Hazel

Social Security Numb _____

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

J Mullis
Signature

3/18/2025
Date signed



(Applicant Present this form to the Police Records Division, 2460 Government Boulevard)

**BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Juanita Mullis

Date of Birth 3 Security #: _____

Present Address _____

Home Phone Number: 251 Work Phone Number: _____

Attach a copy of your current driver's license to this sheet

Present Employer and Address: Self - same as above

Present Position/Title: owner

Judicial History:

List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION
<u>n/a</u>	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

n/a

Give nature of all transactions or acts giving rise to these judgements.

n/a

Give name and location of court in which judgements were entered and date entered.

n/a

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

Signature Juanita Mullis

Date Signed 3/18/2025

**U.S. Department of Justice**

Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

JUANITA ANNE MULLIS

Date: 04-16-2024

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation (FBI) has completed the following fingerprint submission:

Subject Name

JUANITA ANNE MULLIS

Search Completed Result

04-16-2024 E2024107000000167937

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED NO PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Social Security number:

The result of the above response is only effective for the date the submission was originally completed. For more updated information, please submit new fingerprints of the Subject.

In order to protect Personally Identifiable Information, as of August 17, 2009, FBI policy has changed to no longer return the fingerprint cards. This form will serve as the FBI's official response.

This Identity History Summary (IdHS) is provided pursuant to 28 CFR 16.30-16.34 solely for you to conduct a personal review and/or obtain a change, correction, or updating of your record. **This IdHS is not provided for the purpose of licensing or employment or any other purpose enumerated in 28 CFR 20.33.**

Any questions may be addressed to the Customer Service Group at 304-625-5590. You may also visit the website at www.fbi.gov/checks for further instructions.

A handwritten signature in black ink, reading "Chris Ormerod", is positioned above the typed name and title.

Chris Ormerod
Section Chief
Biometric Services Section
Criminal Justice Information
Services Division

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 ON PROPOSED CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY TO OPERATE
A SEDAN SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Shenika Matthews Hobdy to operate a sedan service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on April 8, 2025, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

A handwritten signature in black ink, appearing to read "Lisa C. Lambert". The signature is fluid and cursive, with the first name "Lisa" and last name "Lambert" clearly distinguishable.

Lisa C. Lambert
City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Shenika Matthews Hobdy for a Certificate of Public Convenience and Necessity to operate a sedan service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

City Clerk



APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Shenika Matthews Huber individually or on behalf of SSA Transportation LLC, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Shenika Matthews-Huber

Business Address: _____

Telephone: 2

Name SSA Transportation LLC

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: _____ SSN: _____

Residence Address: _____

X
Address _____ City _____ State _____ Zip code _____

Telephone Number _____ Driver's Lic _____

Residing in Mobile County: Years: 4 Months: _____

U.S. Citizenship: Yes ☒ No ☐

I attest, under penalty of perjury that I am:

☒ A citizen or national of the United States

☐ A lawful permanent resident

(Alien # A _____)

_____ an alien authorized to work until ____/____/____

(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____
Partnership _____ L.L.C. ☒ Other: (please specify) _____

Business Address _____

(If different from address provided in Part I)



(Applicant Present this form to the Police Records Division, 2460 Government Boulevard)

**BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Sherita Matthews-Hobby

Date of Birth: _____ Security #: _____

Present Address: 1

Home Phone Number: 251 Work Phone Number: _____

Attach a copy of your current driver's license to this sheet

Present Employer and Address: _____

Present Position/Title: _____

Judicial History:

List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION
_____	<u>n/a</u>	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

n/a

Give nature of all transactions or acts giving rise to these judgements.

n/a

Give name and location of court in which judgements were entered and date entered.

n/a

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

Signature: Sherita Matthews-Hobby

3-10-25
Date Signed



C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name	Title	Address	Amount of Stock Held (if any)
------	-------	---------	-------------------------------

None

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition
------	------	--------	----------	-------------

None

Part III. Vehicle/Carriage Information:

Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☒ Shuttle ☐ Horse Drawn Carriage ☐ Other ☐

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? _____

Monday – Friday

How many vehicles (carriages) do you intend to operate? _____

3

(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: *Chery*
Make: *BMW*
Make: *CANDROVEN*

Year: *2015*
Year: *2018*
Year: *2020*

Model: *Manibu*
Model: *X2*
Model: *Discovery*

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:

None



(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Sherika Matthews White

Nickname(s) or Maiden Name: Sherika Matthews

Current Address: _____

Previous Address: same

Personal Description:

Height: 5'2"

Weight: 214

Hair Color: Black

Eye Color: brown

Social Security Number: ---

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

Sherika Matthews White
Signature

03-10-2025
Date signed



I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;
2. All of the foregoing statements are true and correct to the best of my knowledge;
3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
4. I have read and understand Chapter 59 of the Mobile City Code;
5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.


Applicant's Signature

NAME OF ENTITY:

SJA Transportation, LLC

By: Shenika C. Matthews Hobdy
Its _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS
10 DAY OF March, 2025


Notary Public

MY COMMISSION EXPIRES SEPTEMBER 21 2026



Personal Data Report

General Descriptors

Name: MATTHEWS HOBDY SHENIKA CHANTRELL

Address:

Nick Name:

Phone:

Race: B - BLACK/AFRICAN
AMERICAN

DOB:

Sex: F

Age: 39

Weight: 208

Eyes: BROWN

Height: 5'02"

Facial:

Hair: BLACK

Ethnic: NON HISPANIC/NON LATINO

Email1:

Email2:

Alt.

Address:

Danger
Desc:

Identifying Numbers

DL State

DL #:

DL Type: CDL A

SSI

MID:

FP:

DOC:

FBI:

JRN:

SID:

From: [City Clerk](#)
To: [Gauthier, Lana](#)
Subject: Fw: CityofMobile.org: Addressing City Council Submission
Date: Thursday, April 3, 2025 12:01:53 PM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Thursday, April 3, 2025 11:45 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: Denise Grier
Date To Address Council: 2025-04-08
Address: 2067 DAUPHIN ST
Email: toddie53@yahoo.com
Phone: 2512598230
Subject And Specific Questions: Animal Shelter/Ordinance change
Pertain To City Business: Vote on purchase of Trinity building for animal shelter
Signature: Denise Griece
Signature Verify: X
Agree: X
Date Submitted: 2025-04-03 11:45:18

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

From: cityofmobile@forms.dwdgo.net
To: [City Clerk](#)
Subject: CityofMobile.org: Addressing City Council Submission
Date: Thursday, April 3, 2025 1:23:07 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.

Name: Jim Walker

Date To Address Council: 2025-04-08

Address: 602 Church St

Email: looking.for.a.chateau.21rooms@gmail.com

Phone: (251) 217-1683

Subject And Specific Questions: City towed my equipment and vehicles

Pertain To City Business: The City towed my equipment and vehicles

Signature: Jim Walker

Signature Verify: X

Agree: X

Date Submitted: 2025-04-03 13:23:03

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

From: [RJHILL II](#)
To: [Gauthier, Lana](#)
Subject: 4/8 Agenda
Date: Thursday, April 3, 2025 1:52:24 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Madam Asst. City Clerk,

Greetings! I hope that all is well. This is a formal request to be added to the upcoming Agenda.

I shall address the following:

- * Continue Petition from last week
- * Offer observations from the Entitlement Committee Meeting

Please share my appreciation to the City Clerk's Office for completing the Maps related to the new District Lines. 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



03-553

2025

RESOLUTION

Sponsored by: Councilmember Ben Reynolds

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that Allen Williams is appointed as a supernumerary to the Board of
Adjustment effective immediately for a term ending April 1, 2028.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

Attached



AGENDA ITEM SUMMARY SHEET

Agenda of: April 8, 2025

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

Benjamin Reynolds, Councilmember

William Stimpson, Mayor

Purpose and Scope of Project:

Authorize the Purchase and Sale Agreement and to accept the Deed for the acquisition of 5.5± acres of land known as 1668 W Interstate 65 Service Rd. S for the price of \$855,000.00

Amount of Contract:

\$855,000.00 Plus closing costs

Funding Source

C0718

ATTACHMENTS:

1. Resolution 1668 W Interstate 65
2. PSA Signed
3. Capital Sheet
4. Agenda Item Summary Sheet (1)

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember Ben Reynolds

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 Purchase and Sale Agreement and to accept the Deed for the acquisition of 5.5± acres of land, commonly known as 1668 W Interstate 65 Service Rd. S Mobile, AL 36609, and more particularly described on Exhibit A, attached hereto and made a part hereof, as set out in the instruments attached hereto for the price of \$855,000.00 plus closing costs, pending approved Resolution of fund transfer.

Said property is being conveyed to the City of Mobile by Trinity Christian Center of Santa Ana, Inc.

Be it resolved that the Executive Director of Finance be and is authorized and directed to issue payment in the amount of the sales price plus closing costs, less prorated share of property taxes payable to Title Company, Anders, Boyett, Brady & Smith, PC.

Be it further resolved that the 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 whatever supporting documents, affidavits, closing statements, or other ancillary forms necessary to complete the purchase of said property.

Adopted :

City Clerk

Exhibit "A"
1668 W Interstate 65 Service Rd S

PARCEL NO. 1: 2807390003027 / KEY NO. 00572598, PARCEL NO. 2: 2807390003032.01 / KEY NO. 01754809, and PARCEL NO. 3: 2807390003033.001 / KEY NO. 01993383:

The Land referred to herein below is situated in the County of Mobile, State of Alabama and is described as follows:

PARCEL 1:

Lot 1, Trinity Broadcasting Subdivision, according to the plat thereof recorded in Map Book 92, Page 69 of the records in the Office of the Judge of Probate, Mobile County, Alabama.

PARCEL 2:

That part of Lot 20, Belt Line Plaza, according to plat recorded in Map Book 13, Pages 49A and B of the Probate Court Records of Mobile County, Alabama, described as follows: Commencing at the Northeast corner of said Lot 20, run North 89 degrees 08 minutes 18 seconds West along the North line of said Lot 20, a distance of 240.47 feet to the point of beginning of the property herein described, thence continuing North 89 degrees 08 minutes 18 seconds West along said North line of Lot 20, run 200.20 feet to the Northwest corner of said Lot 20, thence along the West line of said Lot 20, and along the arc of a curve to the right having a radius of 1532.70 feet, run Southwardly 100 feet to the Southwest corner of said Lot 20, thence run South 89 degrees 12 minutes East along the South line of said Lot 20, a distance of 191.35 feet, thence run North 00 degrees 33 minutes 34 seconds East 99.21 feet to the point of beginning; SUBJECT TO an easement for private road over the West 30 feet of this property; together with the following described 20 foot easement for ingress and egress: That part of Lot 20, Belt Line Plaza, according to plat recorded in Map Book 13, Pages 49A and B, of the Probate Court Records of Mobile County, Alabama, described as follows: Beginning at the Northeast corner of said Lot 20, run North 89 degrees 08 minutes 18 seconds West along the North line of said Lot 20, a distance of 240.47 feet, thence run South 00 degrees 33 minutes 34 seconds West 20.0 feet, thence run South 89 degrees 08 minutes 18 seconds East 248.62 feet to a point on the East line of said Lot 20, thence run North 21 degrees 35 minutes West along said East line of Lot 20, a distance of 21.64 feet to the point of beginning.

PARCEL 3:

Beginning at the Southeast corner of Lot 21, Belt Line Plaza, as recorded in Map Book 13, Page 49 of the Probate Court Records, Mobile County, Alabama, said point being on the West right of way line of Interstate Highway No. 65, thence along said West line of Interstate Highway No. 65 run North 08 degrees 32 minutes East 19.64 feet to a point on the Eastward projection of a fence; thence along said Eastward projection and along said fence run South 89 degrees 33 minutes West 308.38 feet to a fence corner; thence along a fence run North 00 degrees 49 minutes West 124.54 feet to a point on the North boundary of said Lot 21; thence along said North boundary of Lot 21 run North 89 degrees 12 minutes West 177.76 feet to the Northwest corner of said Lot 21, said point being on the East right of way line of Wragg Swamp Drainage Canal and also being on the arc of a 1532.70 foot radius curve concave Westwardly; thence along said East right of way line of Wragg Swamp Drainage Canal and along said arc of curve run Southwardly 127.20 feet to the P. T. of said curve; thence continuing along said East line of Wragg Swamp Drainage Canal run South 02 degrees 07 minutes 43 seconds West 20.52 feet to the Southwest corner of said Lot 21; thence along the South boundary of said Lot 21 run North 89 degrees 34 minutes East 485.31 feet to the point of beginning.

SAID PARCELS 1, 2, & 3 BEING OTHERWISE DESCRIBED ACCORDING THAT CERTAIN SURVEY OF ROWE ENGINEERING & SURVEYING DATED MARCH 19, 2025 AS FOLLOWS:

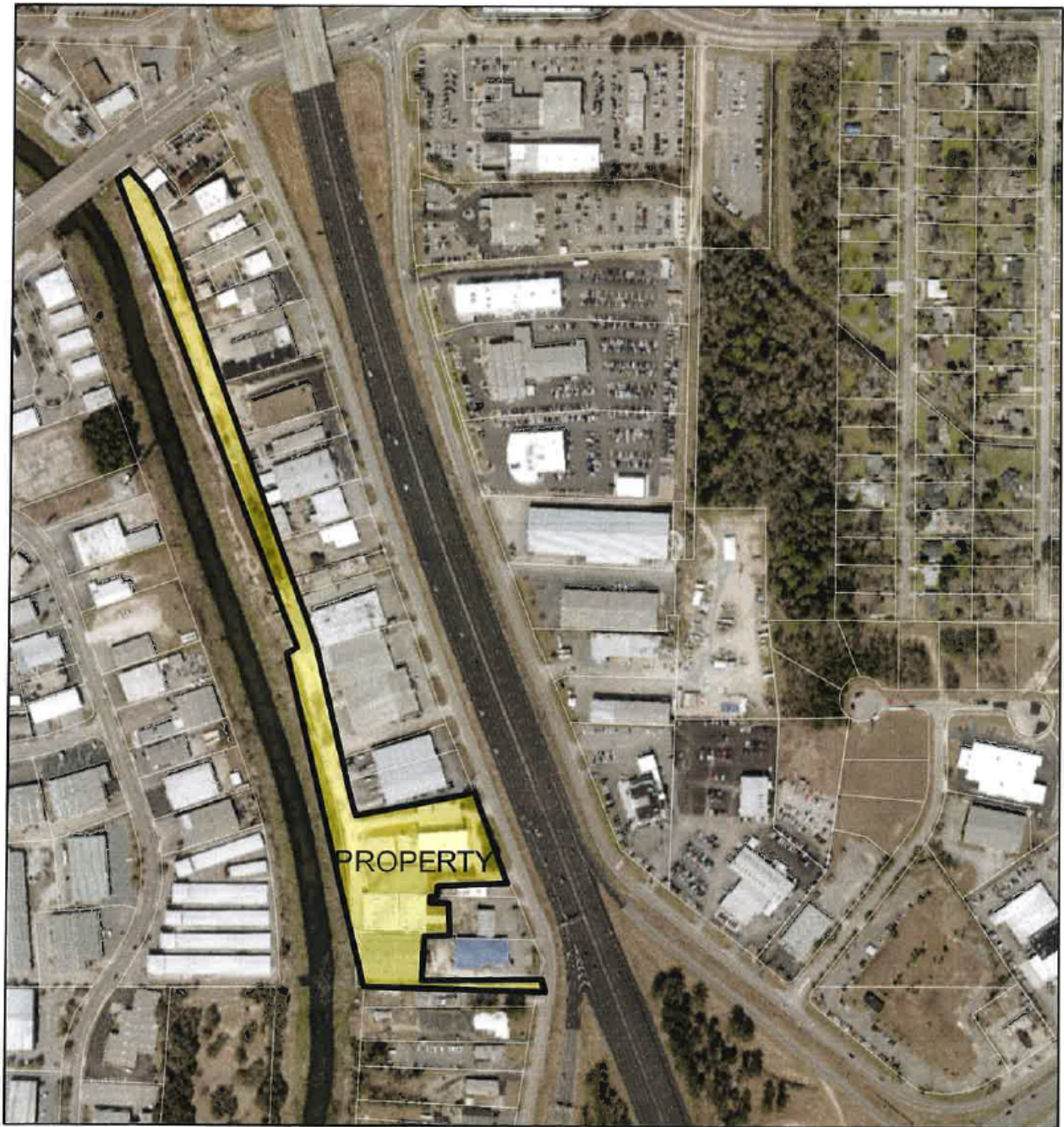
Beginning at the Northeast corner of Lot 1, Trinity Broadcasting Subdivision, as recorded in Map Book 92, Page 69, Probate Court Records, Mobile County, Alabama, run South 21°-21'-51" East and along the East line of said Lot 1, a distance of 257.56 feet to the Northeast corner of Lot 2, Beltline Plaza, Resubdivision of Lot 19, Beltline Plaza, as recorded in Map Book 15, Page 87, said Probate Records; thence North 89°-59'-11" West and along the North line of said Lot 2, a distance of 195.23 feet; thence South 00°-54'-55" East, 35.62 feet; thence North 88°-55'-09" West, 30.26 feet;

thence South 00°-46'-43" West, 99.29 feet; thence North 88°-58'-51" West, 12.69 feet; thence South 00°-35'-51" East, 124.50 feet; thence North 89°-46'-09" East, 307.68 feet to a point on the West right-of-way line of I-65 Services Road West; thence South 08°-45'-09" West, 19.64 feet; thence South 89°-47'-09" West, 485.31 feet to a point on the Eastern right-of-way line of Bragg Swamp Drainage Canal (200 foot right-of-way); thence along said Eastern right-of-way line as follows: North 02°-20'-52" East, 20.52 feet to the PC of a 1532.70 foot radius curve to the left; thence Northwardly and Westwardly along the arc of said curve (chord bears North 08°-29'-45" West, 591.27 feet), a distance of feet 595.00 feet; thence North 19°-45'-57" West, 299.75 feet; thence North 70°-47'-14" East, 34.69 feet; thence North 19°-41'-51" West, 1076.96 feet to the PC of a 954.00 foot radius curve to the left; thence Northwardly and Westwardly along the arc of said curve (chord bears North 28°-07'-18" West, 268.87 feet), a distance of feet 269.77 feet to a point on the Southerly right-of-way line of Cottage Hill Road (right-of-way varies); thence North 51°-55'-48" East and along said Southerly right-of-way line, 50.12 feet to the Northwest corner of part of Lot 1, Beltline Plaza, as recorded in Map Book 13, Page 49, said Probate Records; said point being in the arc of a 1004.00 foot radius curve to the right; thence Southwardly and Eastwardly along the arc of said curve (chord bears South 28°-08'-32" East, 284.80 feet), a distance of 285.76 feet; thence South 19°-41'-51" East, 1076.96 feet; thence South 12°-43'-49" East, 471.26 feet; thence North 79°-15'-14" East, 334.53 feet to the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

Commencing at the intersection of the South right-of-way of Cottage Hill Road and the East right-of-way of Montimar Creek, thence run Southeastwardly 252.01 feet to a point, thence run Southeastwardly 1,076.96 feet to a point, thence run Southwestwardly 35 feet to a point, thence run Southeastwardly 367.06 feet along a curve, thence run Eastwardly 50 feet to a point, thence run Northwestwardly 686 feet to a point, thence run Northwestwardly 1,076.96 feet to a point, thence run Northwestwardly 250.67 feet to the South right-of-way of Cottage Hill Road, thence run Southwestwardly 50 feet along the South right-of-way of Cottage Hill Road to the point of beginning, as per plat of Belt Line Plaza appearing in Map Book 13, Page 49, Mobile County Probate Court records.

Parcel ID#02-28-07-39-0-003-051



STATE OF ALABAMA
COUNTY OF MOBILE

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of April 2025 by and between **Trinity Christian Center of Santa Ana, Inc.**, hereinafter referred to as "Seller" and **CITY OF MOBILE**, an Alabama Municipal Corporation, hereinafter referred to as "Buyer".

RECITALS:

WHEREAS, this purchase and sale is contingent on the approval and consent of the Mobile City Council;

WITNESSETH:

That the parties hereto in consideration of the mutual promises and covenants hereinafter set forth do hereby agree that Seller promises to sell and Buyer promises to purchase the property "AS IS, WHERE IS" and subject to the terms and conditions contained below, that certain real property, hereinafter referred to as "the Property," owned by Seller and situated in the City of Mobile, Mobile County, Alabama, consisting of land and improvements located at 1668 W. Interstate 65 Service Road S. Mobile, AL and more particularly described on Exhibit "A", attached hereto and made a part hereof with legal descriptions to be provided on the ALTA survey that the Seller is having prepared.

1. PURCHASE PRICE

The total Purchase Price for this property shall be EIGHT HUNDRED FIFTY-FIVE THOUSAND AND NO/100 (\$ 855,000.00) DOLLARS.

2. TERMS OF PAYMENT

Buyer shall pay to Seller in cash at the closing of said Purchase and Sale the sum of EIGHT HUNDRED FIFTY-FIVE THOUSAND AND NO/100 (\$855,000.00) DOLLARS. All earnest money shall be applied to the Purchase Price at Closing.

3. EARNEST MONEY

Within five (5) days of full execution of this contract, Buyer shall deposit TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) (the Earnest Money Deposit in certified funds) evidencing Buyer's good faith. Said funds to be deposited in escrow with Anders, Boyett, Brady & Smith, PC, 3800 Airport Blvd, Suite 203 Mobile, AL 36608 ("Escrow Holder") to be applied to the purchase price. If the title is not marketable, or other contingencies or provisions as hereinafter specified cannot be met, this deposit is to be refunded to Buyer, otherwise to be retained by Sellers. In the event of default by Buyer, all deposits made hereunder may be forfeited as liquidated damages at Sellers' election, or alternatively, Seller may retain such deposits as part payment of the purchase price and pursue Sellers' legal or equitable remedies hereunder against Buyer.

If Escrow Holder is notified in writing of a dispute between Buyer and Seller regarding the Earnest Money Deposit, Escrow Holder shall be entitled to interplead the Earnest Money into a court of competent jurisdiction in Mobile County, Alabama, whereupon Escrow Holder shall be released from all obligations and liability hereunder.

4. CLOSING AND POSSESSION

This sale shall be closed at Anders, Boyett, Brady & Smith, PC, 3800 Airport Blvd, Suite 203 Mobile, AL 36608 on or before thirty (30) days from the effective date hereof, unless otherwise terminated by Buyer in accordance with the terms herein, ("Closing Date"), with possession upon closing.

5. CLOSING COSTS

I. Seller- Seller shall be responsible for the costs to prepare the Statutory Warranty Deed, the Premium for the Owner's Policy of Title Insurance, the Phase One Environmental Site Assessment, the ALTA Survey, the real estate commissions and all costs associated with any necessary correcting any title or survey matters.

II. Buyer- Buyer shall be responsible for all other closing costs including the closing fee and all recording costs and deed taxes and its own legal fees.

6. EXISTING TENANT

The parties hereto acknowledge that there is a tenant occupying a portion of warehouse area situated on the Property and that the tenant is occupying said warehouse space on a month-to-month basis. Buyer will be purchasing the Property subject to the month-to-month lease. Seller shall provide Buyer with any documentation in its possession relating to said lease/tenant.

7. TITLE AND CONVEYANCE

At the closing, Seller shall convey to Buyer by Statutory Warranty Deed, the indefeasible estate in fee simple to the Property, free and clear of all liens and encumbrances and subject only to the following:

- (a) Current ad valorem taxes not yet due and payable at the time of closing.
- (b) Standard exceptions of title insurance commitments issued within the State of Alabama.

8. COMMITMENT FOR TITLE INSURANCE

Within five (5) days from the date of the mutual execution of this Agreement Seller shall obtain and deliver to Buyer a commitment for title insurance from Anders, Boyett, Brady & Smith, PC, in the full amount of the purchase price, said commitment shall obligate its issuer to provide an Owner's Guaranty of Title subject only to the exceptions described in Paragraph 7 above.

9. BUYER'S CONDITIONS PRECEDENT TO CLOSING

This Purchase and Sale Agreement is subject to and conditioned upon Buyer's satisfaction to the following:

I. Due Diligence

Buyer shall have thirty (30) days from the complete execution of this document to perform all studies and tests necessary for Buyer's intended project ("Due Diligence Period"). In the event that during the Due Diligence Period all conditions are found to be

acceptable, at Buyer's sole discretion, Buyer shall notify Sellers in writing to proceed to closing. Should Buyer so proceed, sale shall be closed within three (3) days after all necessary documents are ready. If on or before the expiration of the Due Diligence Period Buyer determines that the Property is not acceptable to Buyer for any reason whatsoever in Buyer's sole and absolute discretion, then Buyer shall have the unqualified right, at its election, to cancel and terminate this Agreement by written notice delivered to Sellers on or before the expiration of the Due Diligence Period, whereupon the Earnest Money shall be refunded to Buyer and this Agreement shall be deemed canceled and terminated and neither Seller nor Buyer shall have any further obligation or liability to the other hereunder.

II. Property Inspection

Seller shall grant Buyer or Buyer's agents the right to go upon the subject property and conduct such soil, engineering, environmental, and other tests, as Buyer deems desirable. Buyer shall pay all costs associated with any testing. Buyer shall not commit any waste of said property and shall be responsible for restoring the property to its original condition.

Within five (5) days of this executed contract, Seller will provide to Buyer upon request all available tests, studies, inspections, reports, surveys, maps, drawings, or any pertinent information to the subject property to the Buyer without warranty.

Seller shall provide Buyer with copies of the Phase One Environmental Site Assessment and ALTA survey that is being prepared and paid for by Seller along with reliance letters.

10. RISK OF LOSS

Pending the close of this transaction, the risk of loss or damage shall be on the Seller. At closing Seller shall deliver to Buyer possession of the Property in substantially the same condition as on the date of this Agreement.

11. DISCLAIMER

Neither Buyer nor Seller have relied upon, been given, or offered any legal advice or opinions by real estate agents or brokers in connection with this Purchase and Sale Agreement or in the preparation of this Agreement, nor are agents or brokers to be held liable for any condition or non-performance of this Agreement.

12. PRORATIONS

All Ad Valorem taxes and rents are to be prorated as to the date of closing of this transaction. All bills and expenses shall also be prorated as of the closing date.

13. WAIVERS AND OTHER AGREEMENTS

This contract shall constitute the entire Purchase and Sale Agreement for the Property between the Seller and the Buyer, all other Purchase and Sale Agreements between Seller and Buyer for the Property, written or verbal, of any kind whatsoever being superseded and replaced by this Agreement. Any party hereto may waive any condition or requirement in favor of said party, or any default or defect in the performance of any other party hereto by giving notice of such waiver in writing to all parties hereto.

14. NOTICES

All notices, deliveries, or tenders given or made in connection herewith shall be deemed complete and legally sufficient if in writing and if delivered or mailed by U.S. First Class Mail, postage prepaid, and deposited in a post office in the continental United States, or by facsimile with verification of transmission and properly addressed to the respective party for whom same is intended, to wit:

To the Sellers:

Attn. Mr. Joe Russo
Trinity Christian Center of Santa Ana, Inc.
2442 Michelle Drive
Tustin, CA 92780

To the Buyer:

City of Mobile, Real Estate Dept.
P.O. Box 1827
Mobile, AL 36633-1827
Attn: Carleen Stout

15. HEADINGS

The numbered headings herein written are for the purposes of easy reference only and have no other application or effect.

16. SPECIAL PROPERTY ASSESSMENT

All special property assessments that have become a lien on the subject Property prior to the date of closing shall be paid by the Sellers without proration.

17. GOVERNING LAW

This contract shall be governed by and interpreted under the laws of the State of Alabama, and jurisdiction for any dispute shall be Mobile County, Alabama.

18. BINDING EFFECTS

The covenants herein contained shall be binding upon and inure to the benefit of the heirs, personal representatives, administrators, executors, successors and assigns of the respective parties hereto.

19. TIME

Time is of the essence with this Agreement.

20. CONSTRUCTION OF AGREEMENT

All provisions of this Agreement have been subject to full and careful review by and negotiation between Buyer and Seller. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

21. NON-DISCRIMINATION.

Buyer and Seller shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

22. IMMIGRATION.

By signing this Agreement the contracting parties affirm for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

23. AGENCY DISCLOSURE

The listing company, Metcalfe and Company, Inc. is:
(Two blocks may be checked)

☒ An agent of the Seller.

☐ An agent of the Buyer.

☐ An agent of both the seller and buyer and is acting as a limited consensual dual agent.

☐ Assisting the ___ Buyer ___ Seller as a transaction broker.

The selling company, Metcalfe & Company, Inc. is:
(Two blocks may be checked)

☒ An agent of the Seller.

☐ An agent of the Buyer.

☐ An agent of both the Seller and Buyer and is acting as a limited consensual dual agent.

☐ Assisting the ___ Buyer ___ Seller as a transaction broker.

Sellers Initials *JS*

Buyer's Initials

24. SELLERS' REPRESENTATIONS, WARRANTIES.

Seller represents and warrants that:

- (i) Seller is the sole owner of the property and will execute all necessary contracts to transfer ownership upon approval of City Council.
- (ii) Seller is aware of no pending or threatened condemnation or similar or similar proceedings affecting the Property or any portion thereof, nor has Seller knowledge that any such action is presently contemplated;
- (iii) To the best of Sellers knowledge, the Property is not in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority or to any remedial obligations under any applicable laws pertaining to health or the environment;
- (iv) To the best of Seller's knowledge, no hazardous substances or solid wastes have been disposed of or otherwise released on the Property; at execution of this agreement Seller shall furnish to Buyer copies of all environmental studies which Seller has had performed or otherwise have in their possession pertaining to the Land, if any. Seller has not used, nor authorized nor allowed the use of the Land for the handling, treatment, storage,

disposal or release of any hazardous or toxic substance as defined under any applicable state or federal law or regulation including without limitation CERCLA. Seller has no knowledge of any environmental matters pertaining to said Property.

- (v) Unless otherwise provided for herein, Buyer expressly acknowledges that neither Seller nor Seller's Agents have made any representations or warranties to Buyer whatsoever concerning the Property or any matters related to the Property, including the existence of any environmental hazards or concerns including, but not limited to, asbestos or asbestos containing materials or petroleum hydrocarbons and, in entering into this Agreement, Buyer is not relying on any such representations or warranties.

Buyer has examined and inspected or shall fully examine and inspect the Property prior to closing and shall become thoroughly familiar with the title, condition, status and suitability of the Property, and shall not rely upon any representation, warranty, statement, act or omission of Seller or of any agent of Seller, Unless Buyer terminates this Agreement by reason of any right to do so under this Agreement, Buyer is willing to and Buyer shall purchase the Property and Seller shall sell the Property "As Is", "Where Is" at the closing.

- (vi) To the best of Sellers knowledge, no portion of the Property is affected by any special assessments, whether or not constituting a lien thereof.

IN WITNESS HEREOF, the parties hereto have executed or caused to be executed this instrument as of the day and year first above written.

SELLER: Trinity Christian Center of Santa Ana, Inc.

By: [Signature] Date 03/25/2025
Its: Chief Buyer Officer

BUYER: CITY OF MOBILE

BY _____ Date ____/____/2025
William S. Stimpson, As Its Mayor

STATE OF Ohio
COUNTY OF Mahoning

I, Patricia Scahill a Notary Public in and for said County said State, hereby certify that Mark J. Amedia, as the CBO of Trinity Christian Center of Santa Ana, Inc. whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date, he executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 25th day of March 2025.

Patricia Scahill
NOTARY PUBLIC

My commission expires:

April 30, 2027



Patricia Scahill
Notary Public
State of Ohio
Recorded in Mahoning County
Certificate # 2017-RE-649604
My Commission Expires
April 30, 2027

STATE OF _____
COUNTY OF _____

I, _____ a Notary Public in and for said County in said State, hereby certify that _____, as the Mayor of the City of Mobile whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date, he executed the same voluntarily for and as the act of said corporation.

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

NOTARY PUBLIC

My commission expires:

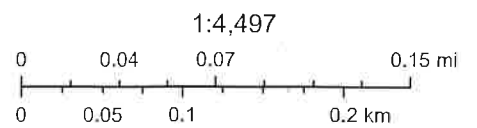
EXHIBIT "A"



3/26/2025, 10:36:03 AM

 Override 1

Parcel Details



CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: _____

CAPITAL PROJECT # C0718 DATE OF RECEIPT _____

DEPT. PROJECT # BG-054-22

PROJECT DESCRIPTION Acquisition of 1668 W Interstate 65 Service Rd.

S.

CONTRACT AMOUNT \$ 855,000.00 plus closing costs

VENDOR NAME Anders, Boyett, Brady & Smith

VENDOR NUMBER 292172

DEPT # 3038 DEPT NAME Real Estate

CONTRACT ADMINISTRATOR Carleen Stout

Please Select by circling one (Type):

Architectural

Engineering

Testing

Professional Services

Construction (Unit Price)* Construction**

ROW (Acquisitions)

Land / Bldg Purchase

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: Carleen Stout Date 3-27-25

3-27-25

Revised 5/16/2022 Tiffany Hollins



AGENDA ITEM SUMMARY SHEET

Agenda of: April 1, 2025

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

Benjamin Reynolds, Councilmember

William Stimpson, Mayor

Purpose and Scope of Project:

Authorize the Purchase and Sale Agreement and to accept the Deed for the acquisition of 5.5± acres of land known as 1668 W Interstate 65 Service Rd. S for the price of \$855,000.00.

Amount of Contract:

\$855,000.00 Plus closing costs

Funding Source

C0718

ATTACHMENTS:

1. Resolution 1668 W Interstate 65
2. Capital Summary Sheet
3. PSA Signed

REVIEWERS:

Stacey Howard

Carleen Stout

Brenda Rhodes

Chris Kern

James Barber



CAPITAL CONTRACT SUMMARY SHEET

C#5317



AGENDA ITEM SUMMARY SHEET

Agenda of: April 8, 2025

Submitted by:

Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

The attached reimbursable agreement between Alabama Power and the City of Mobile is part is a pre-construction initiative to relocate all overhead facilities from St. Louis Street, allowing for a clean overhead streetscape and clear path for new sidewalks and pedestrian lighting. The projects included in this agreement relocate electrical facilities at the following intersections: St. Louis and Cedar, St. Louis and N. Dearborn, St. Louis and N. Warren, and St. Louis and N. Scott. These are the final three Alabama Power projects to accomplish on this street prior to construction. Alabama Power has contributed \$243,550.63 to six additional projects on St. Louis.

The Innovating St. Louis Street: Mobile's Technology Corridor project grant was awarded to the Alabama Department of Conservation and Natural Resources under the Direct Component for the planning, designing and reconstruction of the existing utilities along St. Louis Street in Mobile, AL. The project will repair and replace deteriorated infrastructure on St. Louis Street in the downtown business district of the City of Mobile. This project was awarded on February 25, 2020, and the City of Mobile is the subrecipient. These federal funds originated from the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act/Direct Component/US Treasury).

Amount of Contract:

\$120,603.00

Funding Source

C0322

ATTACHMENTS:

1. Cover letter APCO reimbursable
2. APCO (D) Clty Form #2 Agreement
3. APCO (D) Sketch 1 Package
4. Invoice_WO_A655323A423
5. APCO (D) Sketch 2 Package
6. Invoice_WO_A655323A523
7. APCO (D) Sketch 3 Package
8. Invoice_WO_A655323A723
9. STL_APCOAgreement_RESOLUTION_rcp

REVIEWERS:

Lana Gauthier

Lana Gauthier

March 18, 2025



Dear Councilmembers:

The attached reimbursable agreement between Alabama Power and the City of Mobile is part of a pre-construction initiative to relocate all overhead facilities from St. Louis Street, allowing for a clean overhead streetscape and clear path for new sidewalks and pedestrian lighting. The projects included in this agreement relocate electrical facilities at the following intersections: St. Louis and Cedar, St. Louis and N. Dearborn, St. Louis and N. Warren, and St. Louis and N. Scott. These are the final three Alabama Power projects to accomplish on this street prior to construction. Alabama Power has contributed \$243,550.63 to six additional projects on St. Louis.

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

Respectfully,

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

Jennifer Greene
Director, Programs and Project Management
Engineering and Infrastructure

REIMBURSABLE AGREEMENT
FOR RELOCATION OF UTILITY FACILITIES
ON PRIVATE OR PUBLIC RIGHT-OF-WAY

☒	Private Right-of-Way	PROJECT NUMBER	
☐	Public Right-of-Way	CITY NUMBER	2018-3005-19
		CITY	Mobile

THIS AGREEMENT is entered into by and between the CITY of Mobile
acting by and through its Mayor, hereinafter referred to as the CITY, and
Alabama Power Company (Distribution), hereinafter referred to
as the UTILITY.

WITNESSETH:

WHEREAS, the CITY proposes a project of certain highway improvements in City Of Mobile
Alabama, said project being designated as Project No. 2018-3005-19 and consisting
approximately of the following: City improvements on St.Louis Street Project
; 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 will relocate its facilities presently located within the right-of-way limits of the
above referenced project in accordance with the UTILITY'S plans and specifications as approved by the CITY,
so as to occasion the least possible interference with the progress of the project. The UTILITY'S plans,
specifications and estimate of relocation cost are transmitted herewith and made a part hereof by reference.
2. The UTILITY will conform 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 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. 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.

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. 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.

7. The **UTILITY** will perform the work of relocation:
- (a) ☐ by **UTILITY'S** own forces
 - (b) ☐ by contract let by the **UTILITY**
 - (c) ☐ by an existing written continuing contract where the work is regularly performed for the **UTILITY**
 - (d) ☒ by combination of the preceding (as shown in detail on the estimate).

8. The detailed relocation cost estimate will be itemized and attached to this agreement. With respect to facilities located on the **UTILITY'S** private right-of-way, the **CITY** will reimburse the **UTILITY** for the actual cost of relocation, as may be adjusted below. With respect to facilities located on public right-of-way, the **CITY** will reimburse the **UTILITY** for all or part of the actual cost of relocation as required by the laws of Alabama, as may be adjusted below.

- a. The **STATE'S** share of the engineering charges shall be limited to the "in-kind" work only.
- 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 \$ 120,603.00. The total estimated cost including betterment is \$ 0.00.
- c. If an adjustment for betterment is applicable, the **CITY** will reimburse the **UTILITY** for 100.00 percent of the actual cost of relocation and the remaining 0.00 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 **CITY** reserves the right to recalculate the percentages at any time.

9. The **UTILITY** will keep accurate and true records of all expenditures made by it in the process of such relocation. Records will be kept in accordance with 23 CFR 645 above noted, or in accordance with Part 30 and 31, Federal Acquisition Regulations, or in accordance with accounting practices acceptable to the **STATE**.

10. The **UTILITY** will, during the progress of the work and for three years from the date final payment is made, make its records available during normal working hours for examination and audit by representatives of the **STATE** and of the Federal Highway Administration to verify amounts and items covered in the reimbursement for relocation of facilities covered herein. Said records will be available for examination at

600 North 18th Street

Birmingham, Alabama 35291

BIN # 12S-0782

11. The **UTILITY** will, within six (6) months following completion of the relocation, furnish the **CITY** such papers, records, supporting documents and invoices as may be required by the **STATE** showing the cost of said relocation. The **UTILITY** will furnish the **CITY** a copy of its "as built" plans for the **STATE'S** records.

12. Upon receipt of such documents and accounts as may be required by the preceding paragraph and upon completion and acceptance of such verification as the **CITY** may deem necessary, the **CITY** will reimburse the **UTILITY** for the actual cost of such relocation as verified by the **CITY**. In the event the actual verified cost, as accepted, exceeds the estimated cost, the **CITY** may require a Supplemental Agreement to be executed between the parties prior to reimbursement of any amount in excess of the estimated cost.

13. Paragraphs numbered 14 through 18 set forth below are applicable to this Agreement only if some or all of the **UTILITY** facilities to be relocated hereunder are located on private right-of-way of the **UTILITY**; otherwise, such paragraphs are considered inapplicable to this Agreement and null and void.

14. 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 will be submitted to the **CITY** by the **UTILITY** for review and approval.

15. 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.

16. In the event the **UTILITY** is not required to relocate any of its facilities which are located on its private right-of-way, the following provisions shall apply:

- a. To the extent the **UTILITY** has the right to so agree the **CITY** will have the right to construct, operate and maintain a highway over and along the portion of the **UTILITY'S** private right-of-way located within the right-of-way limits of the above referenced project.
- b. The subordination of the **UTILITY'S** private right-of-way to the right of the **CITY** to construct, operate, and maintain said highway will be effective and operative only to such air, surface and sub- surface rights as may reasonably be required and are necessary for the construction, operation, and maintenance of said highway, and to enable the **CITY** to control access to the highway where such control is established; otherwise this subordination agreement will in no wise affect and impair the rights of the **UTILITY**, its successors and assigns, in or to its private right-of-way, including but not limited to the right to install additional facilities over, under and across the highway; provided, however, that any installation of additional facilities will be subject to the **STATE'S** responsibility and right to make prior determination that any such additional facilities are located so as not to impair the highway or any planned highway improvement and so as not to interfere with the free and safe flow of traffic thereon.
- c. It is mutually understood that the terms of this Agreement do not subordinate, affect or impair the rights of the **UTILITY** for reimbursement of the cost of such future relocation as may be required and necessitated by highway construction at some future date, as fully as if no subordination existed; however, such relocation will be in accordance with an additional agreement to be entered into at that time between the **UTILITY** and the **CITY**.

17. If the **UTILITY** is required to relocate any of its facilities which are located on its private right-of-way to a new location on the same private right-of-way, the following provisions shall apply:

- a. To the extent the **UTILITY** has the right to so agree, upon completion of the relocation provided for herein, the **CITY** will have the right to construct, operate and maintain a highway over and along the portion of the **UTILITY'S** private right-of-way located within the right-of-way limits of the above referenced project.

- b. The subordination of the **UTILITY'S** private right-of-way to the right of the **CITY** to construct, operate and maintain said highway will be effective and operative only to such air, surface and sub- surface rights as may reasonably be required and are necessary for the construction, operation and maintenance of said highway, and to enable the **CITY** to control access to the highway where such control is established; otherwise this subordination agreement will in no wise affect and impair the rights of the **UTILITY**, its successors and assigns, in or to its private right-of-way, including but not limited to the right to install additional facilities over, under and across the highway; provided, however, that any installation of additional facilities will be subject to the **CITY'S** responsibility and right to make prior determination that any such additional facilities are located so as not to impair the highway or any planned highway improvement and so as not to interfere with the free and safe flow of traffic thereon.
- c. It is mutually understood that the terms of this Agreement do not subordinate, affect or impair the rights of the **UTILITY** for reimbursement of the cost of such future relocation as may be required and necessitated by highway construction at some future date, as fully as if no subordination existed; however, such relocation will be in accordance with an additional agreement to be entered into at that time between the **UTILITY** and the **CITY**.

18. If 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 laws 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.

19. 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.

20. The **UTILITY** will have a copy of this Agreement on the project site at all times while work is being performed under this Agreement.

21. 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.

22. Paragraph 23 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.

23. 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 instruction.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

24. In accordance with Title 23, U.S.C. Sec 313, Buy America, steel and iron materials and products used on this utility relocation shall comply with the Buy America requirements of 23 CFR 635.410. Minor items of foreign steel may be used if their cost is less than \$2,500 or one-tenth of one percent of the agreement amount, whichever is greater. Eligibility for reimbursement is subject to audit for compliance with the Buy America Requirement.

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.

The CITY requests that (100% CITY funds; Federal participation) be used for the utility work in this agreement.

WITNESS:

Shane Perkins

BY:

Alabama Power Company
(Legal Name of Utility)

Joshua Phillips
(Signature)

Joshua Phillips
(Type or Printed Name)

Transmission Line Services Supervisor
(Type or Printed Title)

600 North 18th Street, BIN# 12s-0782
(Address)

Birmingham AL, 35291
(Address)

205-257-4830
(Telephone)

RECOMMENDED FOR APPROVAL:

BY: CITY ENGINEER/ENGINEER-OF-RECORD

CITY OF Mobile

BY: MAYOR



July 13, 2023
WE# A6553-23-A423

RE: City of Mobile Po. # 2018-3005-19
553 St Louis St
Mobile, AL 36602

Alabama Power Company will be relocating overhead electrical facilities around the referenced property. The scope of work consists of removing and relocating overhead facilities at the intersection of St Louis St and Cedar St. The job will relocate two active overhead services that will be converted to underground and relocated to Cedar St. In addition, a new secondary pole will be set and utilized as a span guy pole. This work will clear any conflicts associated with the intersection of St Louis St and Cedar St. If APC must remove a section of sidewalk, it is understood that APC and the City of Mobile will determine a temporary fix. This job only covers the intersection of St Louis and Cedar St.

If you have any questions, please feel free to call me at 251-694-2008.

Sincerely,

Luis McMurphy
Engineering

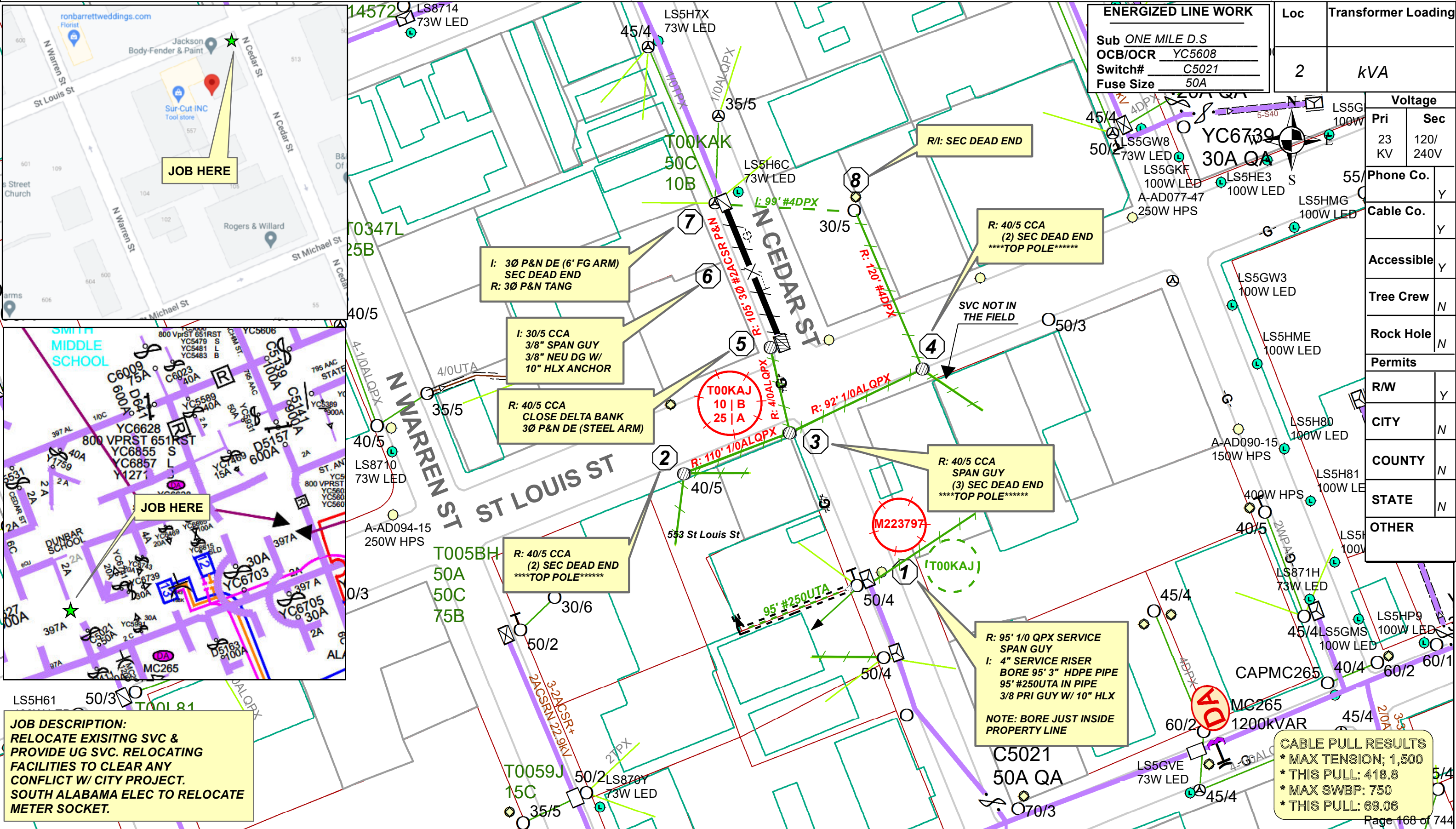
SKETCH OF PROPOSED WORK - SIMPLIFIED W.E.

Map Center UTM:
1310460 11141469

Map Center LatLon:
30.691888 -88.050083

1 inch = 61 feet

Customer CITY OF MOBILE PROJECT#: 2018-3005-19	Location 553 ST LOUIS ST	Cmted. Svc Date	County MOBILE	Section 21	Township 03S	Range 01W	Add'l Info. RELOCATE OH SVC & INST UG SERVICE	Estimate No. A6553-23-A423
Division MOBILE	District MICHIGAN	Town MOBILE, AL	UserID lmcumrph	Created: 8/22/2023	Substation ONE MILE D.S X- 221412 Y- C5021	MISSALL#		



Itemized Costs of Utility Relocations

NUM	NAME	UNIT_ID	Description	WKLOC_ID	SPECIAL_PROCESSING	Install/Transfer Hours	Install/Transfer Labor	Install/Transfer Eqp	Install/Transfer Qty	Material Cost	Removal Hours	Removal Labor	Remove Eqp	Remove Qty	Salvage Credit
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	ANCH10SOCKROD3/4TWIN	GUYS	1	NONE	0.97	\$152.46	\$40.45	1	\$75.11	0	\$0.00	\$0.00	0	\$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	CBU_UG_02A	UG CONTRACT - ULCS & PIKE	1	NO LABOR	0	\$0.00	\$0.00	10	\$0.00	0	\$0.00	\$0.00	0	\$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	CBU_UG_03B	UG CONTRACT - ULCS & PIKE	1	NO LABOR	0	\$0.00	\$0.00	95	\$0.00	0	\$0.00	\$0.00	0	\$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	CBU_UG_09A	UG CONTRACT - ULCS & PIKE	1	NO LABOR	0	\$0.00	\$0.00	95	\$0.00	0	\$0.00	\$0.00	0	\$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	CBU_UG_14E	UG CONTRACT - ULCS & PIKE	1	NO LABOR	0	\$0.00	\$0.00	1	\$0.00	0	\$0.00	\$0.00	0	\$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	CBU_UG_19B	UG CONTRACT - ULCS & PIKE	1	NO LABOR	0	\$0.00	\$0.00	1	\$0.00	0	\$0.00	\$0.00	0	\$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	CBU_UG_20A	UG CONTRACT - ULCS & PIKE	1	NO LABOR	0	\$0.00	\$0.00	2	\$0.00	0	\$0.00	\$0.00	0	\$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	CDPE3_RED_NL	#N/A	1	NO LABOR	0	\$0.00	\$0.00	95	\$501.76	0	\$0.00	\$0.00	0	\$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	GW3/8PRI	GUYS	1	NONE	0.43	\$67.59	\$17.93	1	\$128.32	0	\$0.00	\$0.00	0	\$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	RISERSEV43/02501PPL	RISERS - SERVICE	1	NONE	1.81	\$284.47	\$75.48	1	\$680.72	0	\$0.00	\$0.00	0	\$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	SD12	CONSTRUCTION	1	NONE	0	\$0.00	\$0.00	0	\$0.00	0.06	\$9.43	\$2.50	1	\$1.77
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	SPANGUY5/16	GUYS	1	NONE	0	\$0.00	\$0.00	0	\$0.00	1.46	\$229.45	\$60.89	1	\$15.46
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	SV32503/ONLS	CABLE - SERVICES - UG	1	NO LABOR	0	\$0.00	\$0.00	95	\$462.47	0	\$0.00	\$0.00	0	\$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	SVQX5	SERVICES - OH	1	NONE	0	\$0.00	\$0.00	0	\$0.00	1.21	\$190.17	\$50.46	95	\$86.45
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	PL405CCA	POLES - WOOD	2	NONE	0	\$0.00	\$0.00	0	\$0.00	3.17	\$498.22	\$132.19	1	\$16.61
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	\$4WSEC1/QODXC	CONDUCTOR - SECONDARY	2	NONE	0	\$0.00	\$0.00	0	\$0.00	1.88	\$295.48	\$78.40	110	\$100.10
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	SD12/0	CONSTRUCTION	2	NONE	0	\$0.00	\$0.00	0	\$0.00	0.06	\$9.43	\$2.50	1	\$1.77
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	SD2	CONSTRUCTION	2	NONE	0	\$0.00	\$0.00	0	\$0.00	0.11	\$17.28	\$4.59	1	\$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	SVQX5	SERVICES - OH	2	NONE	0	\$0.00	\$0.00	0	\$0.00	0.3	\$47.15	\$12.51	23	\$20.93
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	SVTX25	SERVICES - OH	2	NONE	0	\$0.00	\$0.00	0	\$0.00	0.21	\$33.01	\$8.76	21	\$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	TOPPOLE	POLES - MISCELLANEOUS	2	NONE	0.43	\$39.85	\$17.93	1	\$0.00	0	\$0.00	\$0.00	0	\$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	PL405CCA	POLES - WOOD	3	NONE	0	\$0.00	\$0.00	0	\$0.00	3.17	\$498.22	\$132.19	1	\$16.61
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	\$4WSEC1/QODXC	CONDUCTOR - SECONDARY	3	NONE	0	\$0.00	\$0.00	0	\$0.00	1.57	\$246.75	\$65.47	92	\$83.72
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	\$4WSEC4/QODXC	CONDUCTOR - SECONDARY	3	NONE	0	\$0.00	\$0.00	0	\$0.00	0.71	\$111.60	\$29.61	56	\$108.08
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	SD12/0	CONSTRUCTION	3	NONE	0	\$0.00	\$0.00	0	\$0.00	0.18	\$28.29	\$7.51	3	\$5.31
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	SPANGUY5/16	GUYS	3	NONE	0	\$0.00	\$0.00	0	\$0.00	1.46	\$229.45	\$60.89	1	\$15.46
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	TOPPOLE	POLES - MISCELLANEOUS	3	NONE	0.43	\$39.85	\$17.93	1	\$0.00	0	\$0.00	\$0.00	0	\$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	PL405CCA	POLES - WOOD	4	NONE	0	\$0.00	\$0.00	0	\$0.00	3.17	\$498.22	\$132.19	1	\$16.61
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	\$4DXC	CONDUCTOR - SECONDARY	4	NONE	0	\$0.00	\$0.00	0	\$0.00	0.72	\$113.16	\$30.03	120	\$22.80
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	SD12	CONSTRUCTION	4	NONE	0	\$0.00	\$0.00	0	\$0.00	0.06	\$9.43	\$2.50	1	\$1.77
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	SD12/0	CONSTRUCTION	4	NONE	0	\$0.00	\$0.00	0	\$0.00	0.06	\$9.43	\$2.50	1	\$1.77
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	TOPPOLE	POLES - MISCELLANEOUS	4	NONE	0.43	\$39.85	\$17.93	1	\$0.00	0	\$0.00	\$0.00	0	\$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	FUSECL2325	FUSES	5	NONE	0	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	2	\$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	GUYFIX	GUYS	5	NONE	0	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	1	\$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	HL4	POLE HARDWARE	5	NONE	0	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	2	\$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	PD3TW2	CONSTRUCTION	5	NONE	0	\$0.00	\$0.00	0	\$0.00	0.33	\$51.86	\$13.76	1	\$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	PL405CCAC6	POLES - WOOD	5	NONE	0	\$0.00	\$0.00	0	\$0.00	3.29	\$517.08	\$137.19	1	\$28.01
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	PN322RURC	CONDUCTOR - PRIMARY	5	NONE	0	\$0.00	\$0.00	0	\$0.00	1.98	\$311.20	\$82.57	105	\$54.60
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	PSTL80	POLE HARDWARE	5	NONE	0	\$0.00	\$0.00	0	\$0.00	0.72	\$113.16	\$30.03	1	\$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	SD12/0	CONSTRUCTION	5	NONE	0	\$0.00	\$0.00	0	\$0.00	0.11	\$17.28	\$4.59	2	\$3.54
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	TBO25AL10	TRANSFORMER BANKS - OH	5	NONE	0	\$0.00	\$0.00	0	\$0.00	4.36	\$591.10	\$181.81	1	\$2,485.96
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	ANCH10SOCKROD3/4TWIN	GUYS	6	NONE	0.97	\$152.46	\$40.45	1	\$75.11	0	\$0.00	\$0.00	0	\$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	GW3/8NEU	GUYS	6	NONE	0.31	\$48.73	\$12.93	1	\$89.77	0	\$0.00	\$0.00	0	\$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	PL305CCA	POLES - WOOD	6	NONE	3.41	\$535.94	\$142.20	1	\$202.85	0	\$0.00	\$0.00	0	\$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	SPANGUY3/8	GUYS	6	NONE	1.47	\$231.03	\$61.30	1	\$261.43	0	\$0.00	\$0.00	0	\$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	INSPIN	POLE HARDWARE	7	NONE	0	\$0.00	\$0.00	0	\$0.00	0.33	\$51.86	\$13.76	3	\$3.45
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	PB60	POLE HARDWARE	7	NONE	0	\$0.00	\$0.00	0	\$0.00	0.37	\$58.16	\$15.43	1	\$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	PD3TW2	CONSTRUCTION	7	NO LABOR	0	\$0.00	\$0.00	1	\$151.84	0	\$0.00	\$0.00	0	\$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	PDL3	CONSTRUCTION	7	MAINTENANCE	0.41	\$37.99	\$17.10	1	\$0.00	0	\$0.00	\$0.00	0	\$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	PFGDE6	#N/A	7	NONE	1.55	\$243.61	\$64.64	1	\$356.38	0	\$0.00	\$0.00	0	\$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	PP13	POLE HARDWARE	7	NONE	0	\$0.00	\$0.00	0	\$0.00	0.38	\$59.72	\$15.85	1	\$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	PTL3	CONSTRUCTION	7	MAINTENANCE	0	\$0.00	\$0.00	0	\$0.00	0.82	\$128.88	\$34.20	1	\$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	SD1	CONSTRUCTION	7	MAINTENANCE	0.07	\$6.49	\$2.92	1	\$0.00	0	\$0.00	\$0.00	0	\$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	SD12	CONSTRUCTION	7	NONE	0.07	\$11.01	\$2.92	1	\$17.40	0	\$0.00	\$0.00	0	\$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	SD12/0	CONSTRUCTION	7	NO LABOR	0	\$0.00	\$0.00	1	\$16.10	0	\$0.00	\$0.00	0	\$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	ST1	CONSTRUCTION	7	MAINTENANCE	0	\$0.00	\$0.00	0	\$0.00	0.05	\$7.86	\$2.09	1	\$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	TIE2SPOOL	POLE HARDWARE	7	NONE	0	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	1	\$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	TIE2TTWIN	POLE HARDWARE	7	NONE	0	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	3	\$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	SD12	CONSTRUCTION	8	NONE	0.07	\$11.01	\$2.92	1	\$17.40	0.06	\$9.43	\$2.50	1	\$1.77
							\$1,903.00	\$535.00		\$3,037.00		\$4,992.00	\$1,349.00		\$3,093.00

Charge Type		Subtotal	Overheads	Cost + Overheads	Description
Labor		\$8,200.00	\$3,936.00	\$12,136.00	Labor to UG Bore, Hydrovac Pole and Anchor, Remove Existing Sidewalk and install Temp SW.
Labor		\$4,950.00	\$2,376.00	\$7,326.00	LABOR TO RELOCATE METER & SERVICE ENTRANCE...SOUTH ALABAMA ELECTRIC
Total External Charges		\$13,150.00	\$6,312.00	\$19,462.00	

Itemized Cost Breakdown

Labor and Equipment Cost From Spreadsheet	
Install/Trans Labor	\$1,903.00
Install/Trans Equip	\$535.00
Removal Labor	\$4,992.00
Removal Equipment	\$1,349.00
Contractor Labor	\$19,462.00
Labor and Equipment Cost Total	\$28,241.00

Material Cost from Spreadsheet	
Material Cost	\$3,037.00

Salvage From Spreadsheet	
Salvage Credit	\$3,093.00

From Spread Sheet	
Total Labor and Equipment	\$28,241.00
Total Material	\$3,037.00
E&S credit	\$37.00
Total Savlage Credit	\$3,093.00
Total Billing	\$28,222.00

From JETS Face Sheets

	Plant	Transformer	Meters	Maintenance	Removal	Total
Company Labor	\$ 1,025.00	\$ 135		\$ 245	\$ 2,783	\$ 4,188
Contract Labor	\$ 13,150.00					\$ 13,150
Company Material	\$ 2,052.00					\$ 2,052
Contractor Material						\$ -
Company Equipment	\$ 461.00	\$ 61		\$ 110	\$ 1,252	\$ 1,884
Contractor Equipment						\$ -
E & S Supv (Material)	\$ 985.00					
E & S Supv (Labor & Eq)	\$ 7,025.00	\$ 94			\$ 1,937	\$ 10,041
Subtotal	\$ 24,698.00	\$ 290	\$ -	\$ 355	\$ 5,972	\$ 31,315
Blanket						
Other Billing						\$ -
Salvage	\$ 745.00	\$ 2,348				\$ 3,093
Total	\$ 23,953.00	\$ (2,058)	\$ -	\$ 355	\$ 5,972	\$ 28,222

Labor & Equipment Cost From JETS Face Sheet	
Labor Total	\$17,338.00
Equipment Total	\$1,884.00
E&S Labor & Equip	\$10,041.00
Blanket Cost	
Total Labor & Equip	\$29,263.00

Material Cost from JETS Face Sheet	
Material Cost	\$2,052.00
E&S Material	\$0.00
Total Material	\$2,052.00

Salvage from JETS	
Salvage Credit	\$3,093.00

From JETS	
Total Labor and Equipment	\$29,263.00
Total Material	\$2,052.00
Total Savlage Credit	\$3,093.00
Total Billing	\$28,222.00

ESTIMATE SUMMARY						
Item(s)			Utility Cost Breakdown			
				Removal	Install	Total
Engineering, Supervision, & Overheads	\$10,041.00	Engineering/Coordination		\$2,031.00	\$8,010.00	\$10,041.00
RW (Acquisition Only)		Labor		\$3,163.00	\$14,175.00	\$17,338.00
Construction Labor	\$17,338.00	Transportation/Misc		\$1,423.00	\$461.00	\$1,884.00
Materials & Handling Charges	\$2,052.00	Material		\$0.00	\$2,052.00	\$2,052.00
Transportation & Equipment	\$1,884.00	Blanket Cost		\$0.00	\$0.00	
Blanket Cost		Salvage Credit		\$2,348.00	\$745.00	\$3,093.00
Miscellaneous Expense						
GROSS RELOCATION COSTS	\$31,315.00	TOTAL				\$28,222.00
*Salvage Credit	\$3,093.00					
*Betterment		Engr, Supv, OH =	Plant Labor	Plant Material	Plant Euipment	TOTAL
*Joint Use Bell Billing Credit			\$14,175	\$2,052	\$461	\$16,688
TOTAL CREDITS	\$3,093.00	Engr, Supv, OH =	\$9,012			
TOTAL REIMBURSABLE COSTS	\$28,222.00					
Rounding may result in +/- \$1						

ALABAMA POWER COMPANY
INVOICE

Date : 20-Sep-2023 02:19 PM

BILLING TYPE: FIXED

BUSINESS CODE :

APPLICANT : CITY OF MOBILE PROJECT 2018-3005-19

DATE :

BILL TO : CITY OF MOBILE PROJECT 2018-3005-19

ADDRESS : 553 ST LOUIS ST

CITY : MOBILE AL, 3660

STATE : AL

ZIP :

REF. NUMBER : 2871123

WORK ORDER # : A655323A423

CSS Account #:

JOB DESCRIPTION : THIS JOB IS TO RESERVE SUR-CUT, INC DO TO THE ROAD IMPROVEMENTS OF ST. LOUIS. THIS BUILDING IS TO BE
SERVE FROM OH TO UG FROM CEDAR ST WEST DOWN THE PROPERTY LINE. SOUTH ALABAMA ELECTRIC WILL BE
RELOCATING THE SERVICE.

TOTAL PRICE : \$28,222.00

PAID IN ADVANCE : N

REMINDER : Payment must be received before work can be scheduled, and please allow two weeks for construction to commence.

Forward payment to : ALABAMA POWER COMPANY
Attn: MCMURPHY, LUIS A.
650 MICHIGAN AVE. BUILDING C
PO BOX 2247
MOBILE, AL 36652

Price is good for 90 Days



July 13, 2023
WE# A6553-23-A523

RE: City of Mobile Po. # 2018-3005-19
108 N Dearborn St
Mobile, AL 36602

Alabama Power Company will be relocating overhead electrical facilities around the referenced property. The scope of work consists of removing and relocating overhead facilities at the intersection of St Louis St and N Dearborn St. The job will relocate two active overhead secondary lines. The service overhead secondary will be converted to underground and relocated to N Warren St where a secondary pole will be set as a secondary riser pole. In addition, a new primary pole will be set and utilized as an intermediate pole. This work will clear any conflicts associated with the intersection of St Louis St, N Dearborn St, and N Warren St. If APC must remove a section of sidewalk, it is understood that APC and the City of Mobile will determine a temporary fix. This job only covers the following intersections: St Louis St & N Dearborn St and St Louis St & N Warren St.

If you have any questions, please feel free to call me at 251-694-2008.

Sincerely,

Luis McMurphy
Engineering

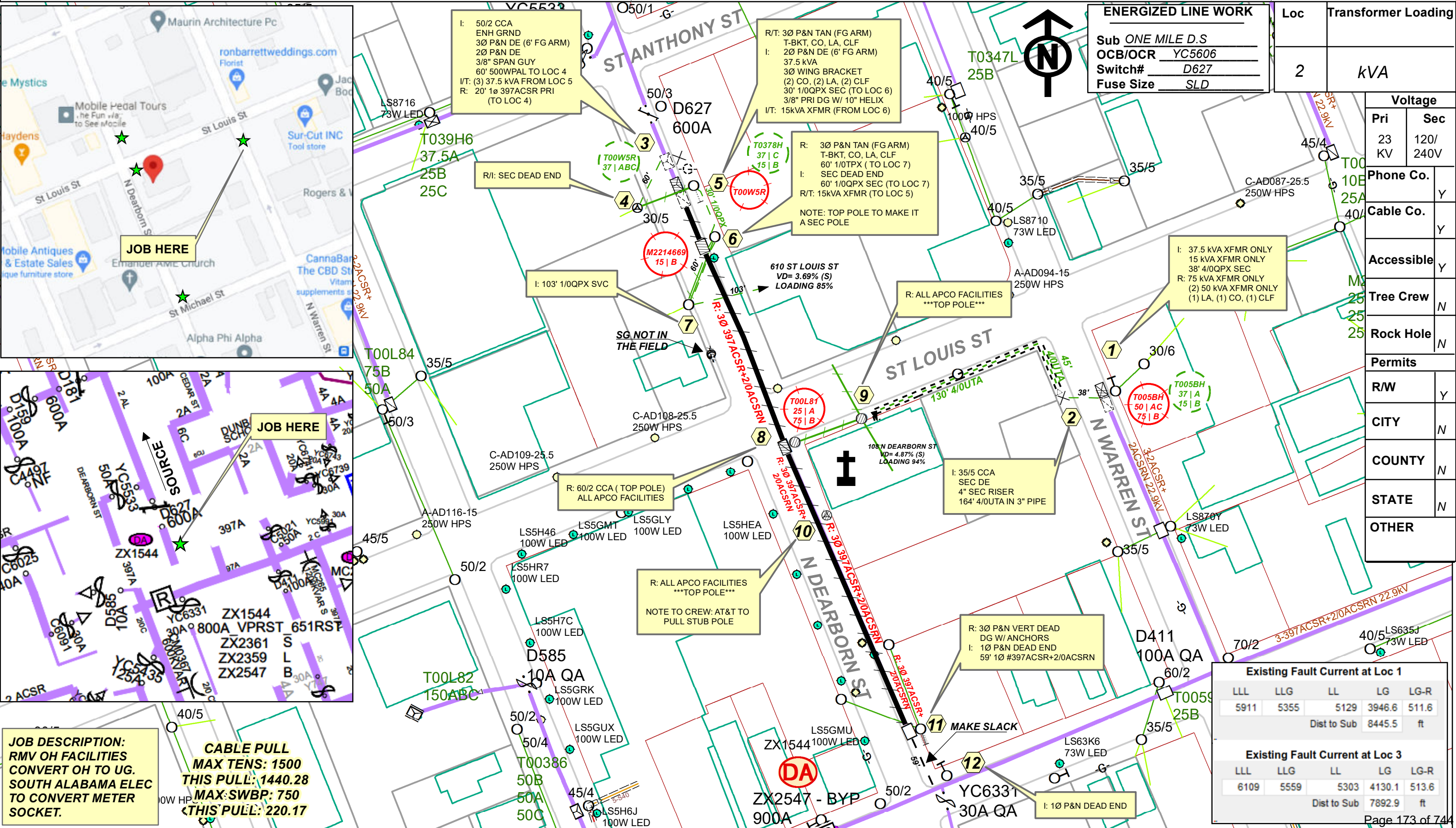
SKETCH OF PROPOSED WORK - SIMPLIFIED W.E.

Map Center UTM:
1309995 11141301

Map Center LatLon:
30.691414 -88.051558

1 inch = 73 feet

Customer CITY OF MOBILE PROJECT#: 2018-3005-19	Location 108 N DEARBORN ST	Cmted. Svc Date	County MOBILE	Section 21	Township 03S	Range 01W	Add'l Info. REMOVE OH FACILITIES & CONVERT SVC OH TO UG.	Estimate No. A6553-23-A523
Division MOBILE	District MICHIGAN	Town MOBILE, AL	UserID lmcumrph	Created: 8/22/2023	Substation ONE MILE D.S X- 221412 Y- D627	MISSALL#		



Itemized Costs of Utility Relocations

NUM	NAME	UNIT_ID	Description	WKLOC_ID	SPECIAL_PROCESSING	Install/Transfer Hours	Install/Transfer Labor	Install/Transfer Eqp	Install/Transfer Qty	Material Cost	Removal Hours	Removal Labor	Remove Eqp	Remove Qty	Salvage Credit
2975123	CITY OF MOBILE PROJECT 2018-3005-19	CTOD15200	METER CTS - MID REQUIRED	0.5	NONE	0	\$0.00	\$0.00	0	\$0.00	3.16	\$292.84	\$131.78	3	\$2,030.01
2975123	CITY OF MOBILE PROJECT 2018-3005-19	MS30HUGALTRANS	METER SOCKETS - MID REQD	0.5	NONE	0	\$0.00	\$0.00	1	\$2,116.16	0	\$0.00	\$0.00	0	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	MS3PRE	METER SOCKETS - MID REQD	0.5	NONE	0	\$0.00	\$0.00	1	\$0.00	0	\$0.00	\$0.00	0	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	DSF25100TANDEMELF_CO	SWITCHES - OH	1	NONE	0	\$0.00	\$0.00	0	\$0.00	0.5	\$78.59	\$20.85	1	\$180.91
2975123	CITY OF MOBILE PROJECT 2018-3005-19	FUSECL2325	FUSES	1	NONE	0	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	1	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	HL4	POLE HARDWARE	1	NONE	0	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	1	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	LA	ARRESTERS	1	NONE	0	\$0.00	\$0.00	0	\$0.00	0.28	\$44.01	\$11.68	1	\$12.08
2975123	CITY OF MOBILE PROJECT 2018-3005-19	S4WSEC4/QQDXC	CONDUCTOR - SECONDARY	1	NONE	0.72	\$113.16	\$30.03	38	\$270.00	0	\$0.00	\$0.00	0	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	SD14/0	CONSTRUCTION	1	NONE	0.07	\$11.01	\$2.92	1	\$31.44	0	\$0.00	\$0.00	0	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	T15	TRANSFORMERS - SINGLE OH	1	NONE	0.73	\$114.73	\$30.44	1	\$2,035.64	0	\$0.00	\$0.00	0	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	T37	TRANSFORMERS - SINGLE OH	1	NONE	0.73	\$114.73	\$30.44	1	\$2,751.63	0	\$0.00	\$0.00	0	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	T50	TRANSFORMERS - SINGLE OH	1	NONE	0	\$0.00	\$0.00	0	\$0.00	1.48	\$137.15	\$61.72	2	\$3,967.02
2975123	CITY OF MOBILE PROJECT 2018-3005-19	T75	TRANSFORMERS - SINGLE OH	1	NONE	0	\$0.00	\$0.00	0	\$0.00	0.73	\$67.65	\$30.44	1	\$1,538.46
2975123	CITY OF MOBILE PROJECT 2018-3005-19	TCL1WING	TRANSFORMER ACC OH	1	NONE	0.98	\$154.03	\$40.87	1	\$329.48	0	\$0.00	\$0.00	0	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	TCLWING	TRANSFORMER ACC OH	1	NONE	0	\$0.00	\$0.00	0	\$0.00	0.92	\$144.60	\$38.37	1	\$144.54
2975123	CITY OF MOBILE PROJECT 2018-3005-19	CBU_UG_02A	UG CONTRACT - ULCS & PIKE	2	NO LABOR	0	\$0.00	\$0.00	10	\$0.00	0	\$0.00	\$0.00	0	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	CBU_UG_03B	UG CONTRACT - ULCS & PIKE	2	NO LABOR	0	\$0.00	\$0.00	175	\$0.00	0	\$0.00	\$0.00	0	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	CBU_UG_09A	UG CONTRACT - ULCS & PIKE	2	NO LABOR	0	\$0.00	\$0.00	175	\$0.00	0	\$0.00	\$0.00	0	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	CBU_UG_14E	UG CONTRACT - ULCS & PIKE	2	NO LABOR	0	\$0.00	\$0.00	1	\$0.00	0	\$0.00	\$0.00	0	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	CBU_UG_19A	UG CONTRACT - ULCS & PIKE	2	NO LABOR	0	\$0.00	\$0.00	1	\$0.00	0	\$0.00	\$0.00	0	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	CBU_UG_20A	UG CONTRACT - ULCS & PIKE	2	NO LABOR	0	\$0.00	\$0.00	2	\$0.00	0	\$0.00	\$0.00	0	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	CDPE_RED_2NL	#N/A	2	NO LABOR	0	\$0.00	\$0.00	3	\$7.22	0	\$0.00	\$0.00	0	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	CDPE3_RED_NL	#N/A	2	NO LABOR	0	\$0.00	\$0.00	175	\$924.30	0	\$0.00	\$0.00	0	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	PL35SCCA	POLES - WOOD	2	NONE	3.41	\$535.94	\$142.20	1	\$230.45	0	\$0.00	\$0.00	0	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	RISERVE44W/OPL	RISERS - SERVICE	2	NONE	2.03	\$319.05	\$84.65	1	\$702.29	0	\$0.00	\$0.00	0	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	SV44/01/QQDXS	CABLE - SERVICES - UG	2	NONE	5.77	\$906.87	\$240.62	175	\$1,003.25	0	\$0.00	\$0.00	0	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	HL397	POLE HARDWARE	3	NONE	0	\$0.00	\$0.00	3	\$86.39	0	\$0.00	\$0.00	0	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	P1397.5C	#N/A	3	NONE	0	\$0.00	\$0.00	0	\$0.00	0.19	\$29.86	\$7.92	20	\$18.80
2975123	CITY OF MOBILE PROJECT 2018-3005-19	PD2397	CONSTRUCTION	3	NO LABOR	0	\$0.00	\$0.00	1	\$118.24	0	\$0.00	\$0.00	0	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	PD3397	CONSTRUCTION	3	NO LABOR	0	\$0.00	\$0.00	1	\$177.36	0	\$0.00	\$0.00	0	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	PDL2	CONSTRUCTION	3	MAINTENANCE	0.28	\$25.95	\$11.68	1	\$0.00	0	\$0.00	\$0.00	0	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	PDL3	CONSTRUCTION	3	MAINTENANCE	0.41	\$37.99	\$17.10	1	\$0.00	0	\$0.00	\$0.00	0	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	PFGE6	#N/A	3	NONE	1.55	\$243.61	\$64.64	1	\$356.38	0	\$0.00	\$0.00	0	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	PL502CCA	POLES - WOOD	3	NONE	3.99	\$627.10	\$166.39	1	\$579.76	0	\$0.00	\$0.00	0	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	PLCHL6ESD	POLE GROUNDS	3	NONE	1.96	\$308.05	\$81.73	1	\$141.78	0	\$0.00	\$0.00	0	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	SS00XLPC	CONDUCTOR - SECONDARY	3	NONE	1.11	\$174.45	\$46.29	60	\$218.79	0	\$0.00	\$0.00	0	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	SD1	CONSTRUCTION	3	MAINTENANCE	0.14	\$12.97	\$5.84	2	\$0.00	0	\$0.00	\$0.00	0	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	SD12/0	CONSTRUCTION	3	NO LABOR	0	\$0.00	\$0.00	2	\$32.20	0	\$0.00	\$0.00	0	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	SPANGUY3/8	GUYS	3	NONE	1.47	\$231.03	\$61.30	1	\$261.43	0	\$0.00	\$0.00	0	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	SR4	POLE HARDWARE	3	NONE	0.62	\$97.45	\$25.85	1	\$88.36	0	\$0.00	\$0.00	0	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	TBY37AL208WING	TRANSFORMER BANKS - OH	3	TRANSFER	9.5	\$880.37	\$396.17	1	\$0.00	0	\$0.00	\$0.00	0	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	SD4	CONSTRUCTION	4	NONE	0.3	\$47.15	\$12.51	1	\$0.00	0.24	\$37.72	\$10.01	1	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	ANCH10SOCKROD3/4TWIN	GUYS	5	NONE	0.97	\$152.46	\$40.45	1	\$75.11	0	\$0.00	\$0.00	0	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	DSF25100TANDEMELF_CO	SWITCHES - OH	5	NONE	1.35	\$212.17	\$56.30	2	\$1,333.49	0	\$0.00	\$0.00	0	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	FUSECL2325	FUSES	5	NONE	0	\$0.00	\$0.00	2	\$313.12	0	\$0.00	\$0.00	0	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	GW3/8PRI	GUYS	5	NONE	0.43	\$67.59	\$17.93	1	\$128.32	0	\$0.00	\$0.00	0	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	HL397	POLE HARDWARE	5	NONE	0	\$0.00	\$0.00	2	\$57.60	0	\$0.00	\$0.00	0	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	LA	ARRESTERS	5	NONE	0.73	\$114.73	\$30.44	2	\$171.43	0	\$0.00	\$0.00	0	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	PD3397	CONSTRUCTION	5	NONE	0.84	\$132.02	\$35.03	2	\$354.72	0	\$0.00	\$0.00	0	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	PFGE6	#N/A	5	NONE	1.55	\$243.61	\$64.64	1	\$356.38	0	\$0.00	\$0.00	0	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	PF6S6	POLE HARDWARE	5	NONE	0	\$0.00	\$0.00	0	\$0.00	1.22	\$191.75	\$50.88	1	\$131.28
2975123	CITY OF MOBILE PROJECT 2018-3005-19	PN33972/ORURC	CONDUCTOR - PRIMARY	5	NONE	0	\$0.00	\$0.00	0	\$0.00	0.99	\$155.60	\$41.29	30	\$65.40
2975123	CITY OF MOBILE PROJECT 2018-3005-19	PT3397	CONSTRUCTION	5	NONE	0	\$0.00	\$0.00	0	\$0.00	1.01	\$158.75	\$42.12	1	\$3.45
2975123	CITY OF MOBILE PROJECT 2018-3005-19	S4WSEC1/QQDXC	CONDUCTOR - SECONDARY	5	NONE	0.66	\$103.73	\$27.52	30	\$100.94	0	\$0.00	\$0.00	0	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	SS00XLPC	CONDUCTOR - SECONDARY	5	NONE	0	\$0.00	\$0.00	0	\$0.00	0.66	\$103.73	\$27.52	60	\$58.20
2975123	CITY OF MOBILE PROJECT 2018-3005-19	SD1	CONSTRUCTION	5	MAINTENANCE	0.07	\$6.49	\$2.92	1	\$0.00	0	\$0.00	\$0.00	0	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	SD12/0	CONSTRUCTION	5	NO LABOR	0	\$0.00	\$0.00	1	\$16.10	0	\$0.00	\$0.00	0	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	SD12/0	CONSTRUCTION	5	NONE	0.07	\$11.01	\$2.92	1	\$16.10	0	\$0.00	\$0.00	0	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	SD1R4	CONSTRUCTION	5	NONE	0	\$0.00	\$0.00	0	\$0.00	0.58	\$91.16	\$24.18	1	\$29.36
2975123	CITY OF MOBILE PROJECT 2018-3005-19	ST1	CONSTRUCTION	5	MAINTENANCE	0	\$0.00	\$0.00	0	\$0.00	0.05	\$7.86	\$2.09	1	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	ST12/0	CONSTRUCTION	5	NO LABOR	0	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	1	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	T15	TRANSFORMERS - SINGLE OH	5	TRANSFER	0.73	\$67.65	\$30.44	1	\$0.00	0	\$0.00	\$0.00	0	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	T37	TRANSFORMERS - SINGLE OH	5	NONE	0.73	\$114.73	\$30.44	1	\$2,751.63	0	\$0.00	\$0.00	0	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	TBY37AL208WING	TRANSFORMER BANKS - OH	5	TRANSFER	0	\$0.00	\$0.00	0	\$0.00	7.11	\$658.89	\$296.51	1	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	TL4/OAL	TRANSFORMER ACC OH	5	NONE	1.23	\$193.31	\$51.29	2	\$42.30	0	\$0.00	\$0.00	0	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	TS35TRIFG	SWITCH ACCESSORIES OH	5	NONE	0.7	\$110.02	\$29.19	1	\$403.26	0	\$0.00	\$0.00	0	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	WIRE6COVCU	TRANSFORMER ACC OH	5	NONE	0.25	\$39.30	\$10.43	30	\$46.24	0	\$0.00	\$0.00	0	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	DSF25100TANDEMELF_CO	SWITCHES - OH	6	NONE	0	\$0.00	\$0.00	0	\$0.00	0.5	\$78.59	\$20.85	1	\$180.91
2975123	CITY OF MOBILE PROJECT 2018-3005-19	FUSECL2325	FUSES	6	NONE	0	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	1	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	HL397	POLE HARDWARE	6	NONE	0	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	1	\$0.00

2975123	CITY OF MOBILE PROJECT 2018-3005-19	LA	ARRESTERS	6	NONE	0	\$0.00	\$0.00	0	\$0.00	0.57	\$89.58	\$23.77	2	\$24.16
2975123	CITY OF MOBILE PROJECT 2018-3005-19	PF6S6	POLE HARDWARE	6	NONE	0	\$0.00	\$0.00	0	\$0.00	1.22	\$191.75	\$50.88	1	\$131.28
2975123	CITY OF MOBILE PROJECT 2018-3005-19	PN33972/ORURC	CONDUCTOR - PRIMARY	6	NONE	0	\$0.00	\$0.00	0	\$0.00	5.88	\$924.16	\$245.21	177	\$385.86
2975123	CITY OF MOBILE PROJECT 2018-3005-19	PT3397	CONSTRUCTION	6	NONE	0	\$0.00	\$0.00	0	\$0.00	1.01	\$158.75	\$42.12	1	\$3.45
2975123	CITY OF MOBILE PROJECT 2018-3005-19	S3WSEC1/OTPKCREEL	CONDUCTOR - SECONDARY	6	NONE	0	\$0.00	\$0.00	0	\$0.00	0.59	\$92.73	\$24.60	60	\$40.20
2975123	CITY OF MOBILE PROJECT 2018-3005-19	S4WSEC1/QQDXC	CONDUCTOR - SECONDARY	6	NONE	1.33	\$209.03	\$55.46	60	\$201.87	0	\$0.00	\$0.00	0	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	SD12/0	CONSTRUCTION	6	NONE	0.07	\$11.01	\$2.92	1	\$16.10	0	\$0.00	\$0.00	0	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	ST12/0	CONSTRUCTION	6	NONE	0	\$0.00	\$0.00	0	\$0.00	0.05	\$7.86	\$2.09	1	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	T15	TRANSFORMERS - SINGLE OH	6	TRANSFER	0	\$0.00	\$0.00	0	\$0.00	0.73	\$67.65	\$30.44	1	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	TOPPOLE	POLES - MISCELLANEOUS	6	NONE	0	\$0.00	\$0.00	0	\$0.00	0.43	\$39.85	\$17.93	1	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	SD1	CONSTRUCTION	7	NONE	0.07	\$11.01	\$2.92	1	\$0.00	0.06	\$9.43	\$2.50	1	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	HL397	POLE HARDWARE	8	NONE	0	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	2	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	PF6S6	POLE HARDWARE	8	NONE	0	\$0.00	\$0.00	0	\$0.00	1.22	\$191.75	\$50.88	1	\$131.28
2975123	CITY OF MOBILE PROJECT 2018-3005-19	PL603CCAC6	POLES - WOOD	8	BLANKET	0	\$0.00	\$0.00	0	\$0.00	9.16	\$1,439.67	\$381.98	1	\$54.56
2975123	CITY OF MOBILE PROJECT 2018-3005-19	PN33972/ORURC	CONDUCTOR - PRIMARY	8	NONE	0	\$0.00	\$0.00	0	\$0.00	2.22	\$348.90	\$92.57	67	\$146.06
2975123	CITY OF MOBILE PROJECT 2018-3005-19	PT3397	CONSTRUCTION	8	NONE	0	\$0.00	\$0.00	0	\$0.00	1.01	\$158.75	\$42.12	1	\$3.45
2975123	CITY OF MOBILE PROJECT 2018-3005-19	S4WSEC4/QQDXC	CONDUCTOR - SECONDARY	8	NONE	0	\$0.00	\$0.00	0	\$0.00	0.76	\$119.45	\$31.69	60	\$115.80
2975123	CITY OF MOBILE PROJECT 2018-3005-19	SD14/0	CONSTRUCTION	8	NONE	0	\$0.00	\$0.00	0	\$0.00	0.06	\$9.43	\$2.50	1	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	ST12/0	CONSTRUCTION	8	NONE	0	\$0.00	\$0.00	0	\$0.00	0.05	\$7.86	\$2.09	1	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	TB07SAL25WING	TRANSFORMER BANKS - OH	8	NONE	0	\$0.00	\$0.00	0	\$0.00	5.53	\$775.00	\$230.61	1	\$3,161.01
2975123	CITY OF MOBILE PROJECT 2018-3005-19	TOPPOLE	POLES - MISCELLANEOUS	8	NONE	0.43	\$39.85	\$17.93	1	\$0.00	0	\$0.00	\$0.00	0	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	SD12/0	CONSTRUCTION	9	NONE	0	\$0.00	\$0.00	0	\$0.00	0.06	\$9.43	\$2.50	1	\$1.77
2975123	CITY OF MOBILE PROJECT 2018-3005-19	SD14/0	CONSTRUCTION	9	NONE	0	\$0.00	\$0.00	0	\$0.00	0.11	\$17.28	\$4.59	2	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	SVQX4/0S	SERVICES - OH	9	NONE	0	\$0.00	\$0.00	0	\$0.00	0.52	\$81.73	\$21.68	41	\$79.13
2975123	CITY OF MOBILE PROJECT 2018-3005-19	SVQX5	SERVICES - OH	9	NONE	0	\$0.00	\$0.00	0	\$0.00	0.9	\$141.45	\$37.53	71	\$64.61
2975123	CITY OF MOBILE PROJECT 2018-3005-19	PF6S6	POLE HARDWARE	10	NONE	0	\$0.00	\$0.00	0	\$0.00	1.22	\$191.75	\$50.88	1	\$131.28
2975123	CITY OF MOBILE PROJECT 2018-3005-19	PN33972/ORURC	CONDUCTOR - PRIMARY	10	NONE	0	\$0.00	\$0.00	0	\$0.00	5.9	\$927.29	\$246.04	178	\$388.04
2975123	CITY OF MOBILE PROJECT 2018-3005-19	PT3397	CONSTRUCTION	10	NONE	0	\$0.00	\$0.00	0	\$0.00	1.01	\$158.75	\$42.12	1	\$3.45
2975123	CITY OF MOBILE PROJECT 2018-3005-19	ST12/0	CONSTRUCTION	10	NONE	0	\$0.00	\$0.00	0	\$0.00	0.05	\$7.86	\$2.09	1	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	TOPPOLE	POLES - MISCELLANEOUS	10	NONE	0.43	\$39.85	\$17.93	1	\$0.00	0	\$0.00	\$0.00	0	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	ANCH85OCKROD3/4TWIN	GUY5	11	NONE	0	\$0.00	\$0.00	0	\$0.00	0.32	\$50.31	\$13.35	1	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	GW5/16PRI	GUY5	11	NONE	0	\$0.00	\$0.00	0	\$0.00	1.26	\$198.02	\$52.54	3	\$46.38
2975123	CITY OF MOBILE PROJECT 2018-3005-19	PD139735KV	CONSTRUCTION	11	NONE	0.26	\$40.88	\$10.84	1	\$77.92	0	\$0.00	\$0.00	0	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	PN13972/DC	CONDUCTOR - PRIMARY	11	NONE	1.32	\$207.47	\$55.04	59	\$199.61	0	\$0.00	\$0.00	0	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	PNDDE3VER397	CONSTRUCTION	11	NONE	0	\$0.00	\$0.00	0	\$0.00	0.98	\$154.02	\$40.86	1	\$3.05
2975123	CITY OF MOBILE PROJECT 2018-3005-19	SD12/0	CONSTRUCTION	11	NONE	0.07	\$11.01	\$2.92	1	\$16.10	0	\$0.00	\$0.00	0	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	HL397	POLE HARDWARE	12	NONE	0	\$0.00	\$0.00	1	\$28.80	0	\$0.00	\$0.00	0	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	PD139735KV	CONSTRUCTION	12	NONE	0.26	\$40.88	\$10.84	1	\$77.92	0	\$0.00	\$0.00	0	\$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	SD12/0	CONSTRUCTION	12	NONE	0.07	\$11.01	\$2.92	1	\$16.10	0	\$0.00	\$0.00	0	\$0.00
							\$7,147.00	\$2,101.00		\$19,264.00		\$8,849.00	\$2,606.00		\$13,275.00

Charge Type		Subtotal	Overheads	Cost + Overheads	Description
Labor		\$12,600.00	\$6,048.00	\$18,648.00	Labor to UG Bore, Hydrovac Pole and Anchor, Remove Existing Sidewalk and install Temp SW.
Labor		\$19,500.00	\$9,360.00	\$28,860.00	LABOR TO RELOCATE METER & SERVICE ENTRANCE...SOUTH ALABAMA ELECTRIC
Total External Charges		\$32,100.00	\$15,408.00	\$47,508.00	

Itemized Cost Breakdown

Labor and Equipment Cost From Spreadsheet	
Install/Trans Labor	\$7,147.00
Install/Trans Equip	\$2,101.00
Removal Labor	\$8,849.00
Removal Equipment	\$2,606.00
Contractor Labor	\$47,508.00
Labor and Equipment Cost Total	\$68,211.00

Material Cost from Spreadsheet	
Material Cost	\$19,264.00

Salvage From Spreadsheet	
Salvage Credit	\$13,275.00

From Spread Sheet	
Total Labor and Equipment	\$68,211.00
Total Material	\$19,264.00
E&S Charge	\$990.00
Total Salvage Credit	\$13,275.00
Total Billing	\$75,190.00

From JETS Face Sheets

	Plant	Transformer	Meters	Maintenance	Removal	Total
Company Labor	\$ 13,156.00	\$ 1,629	\$ 293	\$ 796	\$ 3,539	\$ 19,413
Contract Labor	\$ 22,300.00					\$ 22,300
Company Material	\$ 7,922.00	\$ 5,094				\$ 13,016
Contractor Material						\$ -
Company Equipment	\$ 1,510.00	\$ 733	\$ 132	\$ 358	\$ 1,593	\$ 4,326
Contractor Equipment						\$ -
E & S Supv (Material)	\$ 3,803.00	\$ 2,445				
E & S Supv (Labor & Eq)	\$ 17,744.00	\$ 1,134			\$ 2,463	\$ 27,589
Subtotal	\$ 66,435.00	\$ 11,095	\$ 425	\$ 1,154	\$ 7,595	\$ 86,644
Blanket						\$ 1,767
Other Billing						\$ -
Salvage	\$ 2,817.00	\$ 8,374	\$ 2,030			\$ 13,221
Total	\$ 63,618.00	\$ 2,661	\$ (1,605)	\$ 1,154	\$ 7,595	\$ 75,190

Labor & Equipment Cost From JETS Face Sheet

Labor Total	\$41,713.00
Equipment Total	\$4,326.00
E&S Labor & Equip	\$27,589.00
Blanket Cost	\$1,767.00
Total Labor & Equip	\$75,395.00

Material Cost from JETS Face Sheet

Material Cost	\$13,016.00
E&S Material	\$0.00
Total Material	\$13,016.00

Salvage from JETS

From JETS		
Total Labor and Equipment		\$75,395.00
Total Material		\$13,016.00
Total Savlage Credit		\$13,221.00
Salvage Credit	\$13,221.00	Total Billing
		\$75,190.00

ESTIMATE SUMMARY			Utility Cost Breakdown	Removal	Install	Total	
Item(s)							
			Engineering/Coordination	\$6,042.00	\$21,547.00	\$27,589.00	
Engineering, Supervision, & Overheads	\$27,589.00		Labor	\$6,257.00	\$35,456.00	\$41,713.00	
RW (Acquisition Only)			Transportation/Misc	\$2,816.00	\$1,510.00	\$4,326.00	
Construction Labor	\$41,713.00		Material	\$5,094.00	\$7,922.00	\$13,016.00	
Materials & Handling Charges	\$13,016.00		Blanket Cost	\$0.00	\$0.00		
Transportation & Equipment	\$4,326.00		Salvage Credit	\$8,374.00	\$2,817.00	\$11,191.00	
Blanket Cost	\$1,767.00						
Miscellaneous Expense							
GROSS RELOCATION COSTS	\$88,411.00		TOTAL			\$75,453.00	
*Salvage Credit	\$13,221.00						
*Betterment			Engr, Supv, OH =	Plant Labor	Plant Material	Plant Euipment	TOTAL
*Joint Use Bell Billing Credit				\$35,456	\$7,922	\$1,510	\$44,888
TOTAL CREDITS	\$13,221.00		Engr, Supv, OH =	\$24,240			
TOTAL REIMBURSABLE COSTS	\$75,190.00						
Rounding may result in +/- \$1							

ALABAMA POWER COMPANY
INVOICE

Date : 20-Sep-2023 02:18 PM

BILLING TYPE: FIXED

BUSINESS CODE :

APPLICANT : CITY OF MOBILE PROJECT 2018-3005-19

DATE :

BILL TO : CITY OF MOBILE PROJECT 2018-3005-19

ADDRESS : 108 N DEARBORN ST

CITY : MOBILE AL, 3660

STATE : AL

ZIP :

REF. NUMBER : 2975123

WORK ORDER # : A655323A523

CSS Account #:

JOB DESCRIPTION : REMOVE PRI OH & ALL APC FACILITIES AS SHOWN ON PRINT. RE-SERVE THE CHURCH. THIS PORTION OF THIS ROAD PROJECT IS TO BE REIMBURSABLE. THE SIDEWALK WILL BE FIX TEMPORARY DUE TO THE CITY FIXING THE SIDEWALKS WHEN THE ROAD PROJECT BEGINS...TRANSOCKET WILL BE INSTALLED...CUSTOMER PEAKS AT 67.7KW..LMCMURPH..NO ROW NEED IT PER ROW DEPARTMENT..LMCMURPH

TOTAL PRICE : \$75,190.00

PAID IN ADVANCE : N

REMINDER : Payment must be received before work can be scheduled, and please allow two weeks for construction to commence.

Forward payment to : ALABAMA POWER COMPANY
Attn: MCMURPHY, LUIS A.
650 MICHIGAN AVE. BUILDING C
PO BOX 2247
MOBILE, AL 36652

Price is good for 90 Days



September 20, 2023
WE# A6553-23-A723

RE: City of Mobile Po. # 2018-3005-19
756 St Louis St
Mobile, AL 36602

Alabama Power Company will be relocating overhead electrical facilities around the referenced property. The scope of work consists of a plan is to install a secondary riser, bore south on N Scott St, west on St Louis St and machine trench north up the property line and invert rise up the existing pole. The underground secondary conductor will be just inside the City of Mobile ROW or edge of existing sidewalk. APC to install a temporary fix for damaged sidewalk and asphalt will be used to fix this.

If you have any questions, please feel free to call me at 251-694-2008.

Sincerely,

Luis McMurphy
Engineering

Customer
CITY OF MOBILE
PROJECT#: 2018-3005-19

Division
MOBILE

Location
756 ST LOUIS ST

District
MICHIGAN

Cmted. Svc Date

Town
MOBILE, AL

County
MOBILE

UserID
lmcmurph

Section
21

Created:
8/22/2023

Township
03S

Substation

Range
01W

X-_____ **ONLY**

Add'l Info.
RMV OH SEC & INST UG SEC.

MILE D.S
1412 **Y-** **T005D2**

Estimate No.
A6553-23-A723

MISSALL#

ip

Sub ONE MILE D.S
OCB/OCR YC5606
Switch# D159
Fuse Size 100A

1	2
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	kVA

ri	Sec
23	120/
V	240V

ble Co.	Y
---------	---

	1
ee Crew	N

	N
permits	

W	Y

TY	Y

COUNTY	<i>N</i>

STATE	N
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OTHER

* MAX TENSION: 1,500
* THIS PULL: 1180.53

*** THIS PULL: 220.94**

Page 179 of 744

The map shows a residential area with several streets and lots. A yellow box labeled "JOB HERE" points to a green star on a lot. The lot is located between 2 ACSR and 2 ACSR streets. The lot number is 25A. The map also shows other lots with numbers like 40A, 60A, 80A, 90A, and 100A. A pink oval highlights a lot with the number 25A. A yellow box with a red "R" is also visible. The map includes various street names such as DEARBORN ST, 2 ACSR, and 2 ACSR. The map also shows a school labeled "DUNBAR SCHOOL".

JOB DESCRIPTION:
REMOVE EXISTING OH SECONDARY &
BORE NEW SECONDARY. SEC TO INVERT
BACK UP OH ON EXISTING SEC POLE.
THE SERVICE TO REMAIN OH.

MAPPING: PLEASE SHOW SECOND POLE ON PROPERTY LINE.

I: INVERTED SEC 3" RISER
R: SEC DEAD END

**I: SEC RISER
160' 350UTA CABLE
IN 3" HDPE PIPE
R: 60' 1/0TPX SEC
SEC DEAD END**

150ABC

Itemized Costs of Utility Relocations

NUM	NAME	UNIT_ID	Description	WKLOC_ID	SPECIAL_PROCESSING	Install/Transfer Hours	Install/Transfer Labor	Install/Transfer Eqp	Install/Transfer Qty	Material Cost	Removal Hours	Removal Labor	Remove Eqp	Remove Qty	Salvage Credit
3320223	BILLING ESTIMATE-TCITY OF MOBILE 2018-3005-19	BN9036RAD3	CONDUIT	1	NONE	0	\$0.00	\$0.00	1	\$13.36	0	\$0.00	\$0.00	0	\$0.00
3320223	BILLING ESTIMATE-TCITY OF MOBILE 2018-3005-19	CBU_UG_02A	UG CONTRACT - ULCS & PIKE	1	NONE	0.06	\$89.61	\$0.00	5	\$0.00	0	\$0.00	\$0.00	0	\$0.00
3320223	BILLING ESTIMATE-TCITY OF MOBILE 2018-3005-19	CBU_UG_03B	UG CONTRACT - ULCS & PIKE	1	NONE	2.25	\$239.76	\$0.00	180	\$0.00	0	\$0.00	\$0.00	0	\$0.00
3320223	BILLING ESTIMATE-TCITY OF MOBILE 2018-3005-19	CBU_UG_09A	UG CONTRACT - ULCS & PIKE	1	NONE	2.25	\$6,638.69	\$0.00	180	\$0.00	0	\$0.00	\$0.00	0	\$0.00
3320223	BILLING ESTIMATE-TCITY OF MOBILE 2018-3005-19	CBU_UG_14E	UG CONTRACT - ULCS & PIKE	1	NONE	1.25	\$145.57	\$0.00	1	\$0.00	0	\$0.00	\$0.00	0	\$0.00
3320223	BILLING ESTIMATE-TCITY OF MOBILE 2018-3005-19	CDPE3_RED_NL	#N/A	1	NONE	0	\$0.00	\$0.00	180	\$950.69	0	\$0.00	\$0.00	0	\$0.00
3320223	BILLING ESTIMATE-TCITY OF MOBILE 2018-3005-19	RISERSEC44/0350PL	RISERS - SECONDARY	1	NONE	2.86	\$449.49	\$119.26	1	\$690.52	0	\$0.00	\$0.00	0	\$0.00
3320223	BILLING ESTIMATE-TCITY OF MOBILE 2018-3005-19	S3350CNL	CABLE - SECONDARY - UG	1	NONE	0	\$0.00	\$0.00	180	\$1,451.44	0	\$0.00	\$0.00	0	\$0.00
3320223	BILLING ESTIMATE-TCITY OF MOBILE 2018-3005-19	S3WSEC1/OTPKC	CONDUCTOR - SECONDARY	1	NONE	0	\$0.00	\$0.00	0	\$0.00	0.59	\$92.73	\$24.60	60	\$39.00
3320223	BILLING ESTIMATE-TCITY OF MOBILE 2018-3005-19	SD12/O	CONSTRUCTION	1	NONE	0	\$0.00	\$0.00	0	\$0.00	0.06	\$9.43	\$2.50	1	\$1.77
3320223	BILLING ESTIMATE-TCITY OF MOBILE 2018-3005-19	BN9036RAD3	CONDUIT	2	NONE	0	\$0.00	\$0.00	1	\$13.36	0	\$0.00	\$0.00	0	\$0.00
3320223	BILLING ESTIMATE-TCITY OF MOBILE 2018-3005-19	CBU_UG_02A	UG CONTRACT - ULCS & PIKE	2	NONE	0.01	\$17.92	\$0.00	1	\$0.00	0	\$0.00	\$0.00	0	\$0.00
3320223	BILLING ESTIMATE-TCITY OF MOBILE 2018-3005-19	CBU_UG_14E	UG CONTRACT - ULCS & PIKE	2	NONE	1.25	\$145.57	\$0.00	1	\$0.00	0	\$0.00	\$0.00	0	\$0.00
3320223	BILLING ESTIMATE-TCITY OF MOBILE 2018-3005-19	RISERSEC44/0350PL	RISERS - SECONDARY	2	NONE	2.03	\$319.05	\$84.65	1	\$690.52	0	\$0.00	\$0.00	0	\$0.00
3320223	BILLING ESTIMATE-TCITY OF MOBILE 2018-3005-19	SD12/O	CONSTRUCTION	2	NONE	0	\$0.00	\$0.00	0	\$0.00	0.06	\$9.43	\$2.50	1	\$1.77
							\$8,046.00	\$204.00		\$3,810.00		\$112.00	\$30.00		\$43.00

Charge Type		Subtotal	Overheads	Cost + Overheads	Description
Labor		\$3,400.00	\$1,632.00	\$5,032.00	Labor to UG Bore, Hydrovac Pole and Anchor, Remove Existing Sidewalk and Install Temp SW.
Labor					
Total External Charges		\$3,400.00	\$1,632.00	\$5,032.00	

Itemized Cost Breakdown

Labor and Equipment Cost From Spreadsheet	
Install/Trans Labor	\$8,046.00
Install/Trans Equip	\$204.00
Removal Labor	\$112.00
Removal Equipment	\$30.00
Contractor Labor	\$5,032.00
Labor and Equipment Cost Total	\$13,424.00

Material Cost from Spreadsheet	
Material Cost	\$3,810.00

Salvage From Spreadsheet	
Salvage Credit	\$43.00

From Spread Sheet	
Total Labor and Equipment	\$13,424.00
Total Material	\$3,810.00
E&S Charge	
Total Salvage Credit	\$43.00
Total Billing	\$17,191.00

From JETS Face Sheets

	Plant	Transformer	Meters	Maintenance	Removal	Total
Company Labor	\$ 2,253.00				\$ 66	\$ 2,319
Contract Labor	\$ 6,517.00					\$ 6,517
Company Material	\$ 2,574.00					\$ 2,574
Contractor Material						\$ -
Company Equipment	\$ 204.00				\$ 30	\$ 234
Contractor Equipment						\$ -
E & S Supv (Material)	\$ 1,236.00					
E & S Supv (Labor & Eq)	\$ 4,308.00				\$ 46	\$ 5,590
Subtotal	\$ 17,092.00				\$ 142	\$ 17,234
Blanket						
Other Billing					\$ -	\$ -
Salvage	\$ 43.00					\$ 43
Total	\$ 17,049.00				\$ 142	\$ 17,191

Labor & Equipment Cost From JETS Face Sheet

Labor Total	\$8,836.00
Equipment Total	\$234.00
E&S Labor & Equip	\$5,590.00
Blanket Cost	
Total Labor & Equip	\$14,660.00

Material Cost from JETS Face Sheet

Material Cost	\$2,574.00
E&S Material	\$0.00
Total Material	\$2,574.00

Salvage from JETS

Salvage Credit	\$43.00
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From JETS	
Total Labor and Equipment	\$14,660.00
Total Material	\$2,574.00
Total Salvage Credit	\$43.00
Total Billing	\$17,191.00

ESTIMATE SUMMARY				Utility Cost Breakdown			
Item(s)					Removal	Install	Total
				Engineering/Coordination	\$46.00	\$5,544.00	\$5,590.00
Engineering, Supervision, & Overheads	\$5,590.00			Labor	\$66.00	\$8,770.00	\$8,836.00
RW (Acquisition Only)				Transportation/Misc	\$30.00	\$204.00	\$234.00
Construction Labor	\$8,836.00			Material	\$0.00	\$2,574.00	\$2,574.00
Materials & Handling Charges	\$2,574.00			Blanket Cost	\$0.00	\$0.00	
Transportation & Equipment	\$234.00			Salvage Credit	\$0.00	\$43.00	\$43.00
Blanket Cost							
Miscellaneous Expense							
GROSS RELOCATION COSTS	\$17,234.00			TOTAL			\$17,191.00
*Salvage Credit	\$43.00						
*Betterment			Engr, Supv, OH =	Plant Labor	Plant Material	Plant Eulpment	TOTAL
*Joint Use Bell Billing Credit				\$8,770	\$2,574	\$204	\$11,548
TOTAL CREDITS	\$43.00		Engr, Supv, OH =	\$6,236			
TOTAL REIMBURSABLE COSTS	\$17,191.00						
Rounding may result in +/- \$1							

ALABAMA POWER COMPANY
INVOICE

Date : 20-Sep-2023 02:17 PM

BILLING TYPE: FIXED

BUSINESS CODE :

APPLICANT : CITY OF MOBILE PROJECT 2018-3005-19

DATE :

BILL TO : CITY OF MOBILE PROJECT 2018-3005-19

ADDRESS : 756 ST LOUIS ST

CITY : MOBILE AL, 3660

STATE : AL

ZIP :

REF. NUMBER : 3320223

WORK ORDER # : A655323A723

CSS Account #:

JOB DESCRIPTION : RMV OH SEC AND CONVERT TO UG. INVERT RISER ON EXISITNG SECONDARY AT PROPERTY LINE. OH SERVICE TO
REMAIN...THIS JOB IS TO BE REIMBURSABLE.

TOTAL PRICE : \$17,191.00

PAID IN ADVANCE : N

REMINDER : Payment must be received before work can be scheduled, and please allow two weeks for construction to commence.

Forward payment to : ALABAMA POWER COMPANY
Attn: MCMURPHY, LUIS A.
650 MICHIGAN AVE. BUILDING C
PO BOX 2247
MOBILE, AL 36652

Price is good for 90 Days

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a reimbursable utility agreement, between the City of Mobile and the company listed below, for work as outlined in the reimbursable utility 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 Power

Project Name: Innovating St. Louis Street: Mobile's Technology Corridor
COM Project No. 2018-3005-19

Cost: \$120,603.00

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: April 8, 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 Arcadis U.S. Inc., for boring for intersection signals at Airport Blvd and Sage Ave for Traffic Engineering.

Amount of Contract:

\$79,151.81

Funding Source

Capital - Traffic signal & street light maintenance

ATTACHMENTS:

1. 20250327 Arcadis Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 1 April 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 Arcadis U.S. Inc.

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Arcadis U.S. Inc., for boring for intersection signals at
Airport Blvd and Sage Ave for Traffic Engineering.
Capital - Traffic signal & street light maintenance

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$79,151.81

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>21187</u>	2025	(2060) TRAFFIC ENGINEERING	BORING FOR INTERSECTION SIGNALS AT AIRPORT BLVD AND SAGE AVENUE (AL STATE CONTRACT)	\$79,151.81	<u>(297773)</u> <u>ARCADIS U.S.</u> <u>INC.</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021187-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 1
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Vendor ARCADIS U.S. INC. 630 PLAZA DRIVE HIGHLANDS RANCH, CO 80129 Tel#504-648-3616	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/12/25	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

AS PER STATE OF ALABAMA CONTRACT
 MA999 220000000043
 EXPIRES 1-9-26

THIS IS FOR THE BORING AT THE INTERSECTION OF AIRPORT BLVD AND SAGE AVENUE
 IN MOBILE AL

001	86 Underground, Non-Metallic (Major Materials) (Cost Plus) Additional Description Notes	1080.00 EACH	4.23150	4570.02
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Vendor Item

1	2000.80.00.0000.0000.0000.0000.48010. E C1012 .CONSTRUCTN.			4570.02
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Ship To
 ELECTRICAL
 854 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 DIANNA LOVE

Deliver To
 TRAFFIC ENGINEERING

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021187-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 2
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Vendor ARCADIS U.S. INC. 630 PLAZA DRIVE HIGHLANDS RANCH, CO 80129 Tel#504-648-3616	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/12/25	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
002	89 Underground, Directional Bore Minimal 8 INCH Diameter Hole Vendor Item	1.00 EACH	13546.58000	13546.58
1	2000.80.00.0000.0000.0000.0000.48010. E C1012 .CONSTRUCTN.			13546.58
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
003	93 Underground, Bore Footage Adder for 3,200 LF or Less (lines 87-92) Vendor Item	1.00 EACH	1044.23000	1044.23
1	2000.80.00.0000.0000.0000.0000.48010. E C1012 .CONSTRUCTN.			1044.23

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021187-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 3
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Vendor ARCADIS U.S. INC. 630 PLAZA DRIVE HIGHLANDS RANCH, CO 80129 Tel#504-648-3616	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/12/25	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
004	94 Underground, Bore Footage Adder for a non-interstate installation (lines 87-92) Vendor Item	1.00 EACH	1044.22000	1044.22
1	2000.80.00.0000.0000.0000.0000.48010. E C1012 .CONSTRUCTN.			1044.22
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021187-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 4
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Vendor ARCADIS U.S. INC. 630 PLAZA DRIVE HIGHLANDS RANCH, CO 80129 Tel#504-648-3616	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/12/25	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
005	162 Poles, Drill Shafts & Foundations; Poles (Major Material) (Cost Plus) Vendor Item	4.00 EACH	2200.00000	8800.00
1	2000.80.00.0000.0000.0000.0000.48010. E C1012 .CONSTRUCTN.			8800.00
Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604				
006	171 Pole, Steel Foundation Vendor Item	32.00 EACH	1217.82170	38970.29
1	2000.80.00.0000.0000.0000.0000.48010. E C1012 .CONSTRUCTN.			38970.29

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021187-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 5
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Vendor ARCADIS U.S. INC. 630 PLAZA DRIVE HIGHLANDS RANCH, CO 80129 Tel#504-648-3616	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/12/25	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
007	231 Site Infrastructure, Concrete (Major Material) (Cost Plus) Vendor Item	1.00 EACH	6140.80000	6140.80
1	2000.80.00.0000.0000.0000.0000.48010. E C1012 .CONSTRUCTN.			6140.80
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021187-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 6
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Vendor ARCADIS U.S. INC. 630 PLAZA DRIVE HIGHLANDS RANCH, CO 80129 Tel#504-648-3616	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/12/25	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
008	241 Traffic Control, Single Lane Closure Non-Interstate Vendor Item	1.00 EACH	4167.45000	4167.45
1	2000.80.00.0000.0000.0000.0000.48010. E C1012 .CONSTRUCTN.			4167.45
Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604				
009	250 Technical Services, Project Site Visit Vendor Item	1.00 EACH	382.01000	382.01
1	2000.80.00.0000.0000.0000.0000.48010. E C1012 .CONSTRUCTN.			382.01

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021187-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 7
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Vendor ARCADIS U.S. INC. 630 PLAZA DRIVE HIGHLANDS RANCH, CO 80129 Tel#504-648-3616	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/12/25	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
010	261 Technical Services, Project Manager (5 years experience ITS Field) Vendor Item	1.00 EACH	486.21000	486.21
1	2000.80.00.0000.0000.0000.0000.48010. E C1012 .CONSTRUCTN.			486.21
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021187-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 8
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Vendor ARCADIS U.S. INC. 630 PLAZA DRIVE HIGHLANDS RANCH, CO 80129 Tel#504-648-3616	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/12/25	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	852 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 79151.81

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

Account	Amount	Remaining Budget
E C1012 .CONSTRUCTN.	79151.81	270848.19

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.48010.	79151.81	

CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION

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

Activity	Date	Clerk	Comment
Approved	03/21/25	ADAM SPENCE	Auto approved by: 91054000
Approved	03/21/25	JENNIFER WHITE	
Approved	03/21/25	BRENDA RHODES	
Approved	03/21/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	03/21/25	RELYA MALLORY	Auto approved by: 910511034
Unknown	03/26/25	SANDRA LEWIS	
Approved	03/26/25	DONALD ROSE	Auto approved by: 910518227
Approved	03/26/25	SANDRA LEWIS	
Approved	03/26/25	STEVEN KRONINGER	Auto approved by: 910518227
Approved	03/26/25	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	03/26/25	CLAUDE BUERGER IV	Auto approved by: 910518227
Approved	03/26/25	ANNE FOLEY	Auto approved by: 910518227
Approved	03/26/25	JOHN PAINE	Auto approved by: 910518227

Contract Header

Contract

Statewide Intelligent Transportation System Amendment #1

Supplier

Arcadis Us, Inc

Linked Solicitation

NA

Type

Master Agreement

Contract Code

220000000043-999-1

Sourcing Number

NA

Contact Information

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
Akhil	Chauhan	akhil.chauhan@arcadis.com	225-244-6589
Ellen	Hooper	ellen.hooper@arcadis.com	602-797-4514
Kristine	Nemeth	kristine.nemeth@arcadis-us.com	8605031513
Sean	Sweeney	sean.sweeney@arcadis.com	617-849-9964
Valquiria	Jablinski	valquiria.jablinski@arcadis.com	9194152290
Kim	Lasnicki	kim.Lasnicki@arcadis.com	3156719132

6 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

2/14/2022

End Date

1/9/2026

Documents

Items

Item Name	Product Code	UOM
Fiber Optic Cable, (Major Materials)	220000000043-999-1-1	0.00 USD

- [Final_MA_999_220000000043_1_MA_FORM_ADV_PDF.PDF](#)
- [Final_MA_999_220000000043_1_MA_FORM_ADV_PDF.PDF](#)
- [Statewide Intelligent Transportation System Maintenance terms and conditions.xml](#)

Item Name	Product Code		UOM
Fiber Optic Cable, 12F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-2	2.55	Linear Foot
Fiber Optic Cable, 36F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-3	2.60	Linear Foot
Fiber Optic Cable, 48F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-4	2.67	Linear Foot
Fiber Optic Cable, 60F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-5	2.72	Linear Foot
Fiber Optic Cable, 72F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-6	2.83	Linear Foot
Fiber Optic Cable, 96F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-7	2.95	Linear Foot
Fiber Optic Cable, 144F (Agency Spec) Based On 3,501 Lf Or G	220000000043-999-1-8	3.06	Linear Foot
Fiber Optic Cable, Armored Cable Adder, Single Jacket, Singl	220000000043-999-1-9	1.16	Linear Foot
Fiber Optic Cable, Adder For 1,501 Lf To 3,500 Lf	220000000043-999-1-10	1.68	Linear Foot
Fiber Optic Cable, Adder For 1,500 Lf Or Less	220000000043-999-1-11	2.32	Linear Foot
Fiber Optic Cable, Adder Existing Conduit	220000000043-999-1-12	2.32	Linear Foot

Item Name	Product Code	UOM
Fiber Distribution Unit, (Major Materials)	220000000043-999-1-13	0.00 USD
Fiber Distribution Unit, 72F Rack Mount, Primary	220000000043-999-1-14	983.98 Each
Fiber Distribution Unit, 144F Rack Mount, Primary	220000000043-999-1-15	1,533.85 Each
Fiber Distribution Unit, 6F Shelf Mount, Secondary	220000000043-999-1-16	300.98 Each
Fiber Distribution Unit, 12F Shelf Mount, Secondary	220000000043-999-1-17	428.32 Each
Fiber Distribution Unit, Re-Entry	220000000043-999-1-18	231.53 Each
Network Device, (Major Materials)	220000000043-999-1-19	0.00 USD
Network Device, Type A (CMES)	220000000043-999-1-20	370.44 Each
Network Device, Type B (AMES)	220000000043-999-1-21	347.29 Each
Network Device, Type C (FMES)	220000000043-999-1-22	312.56 Each
Network Device, Endpoint Radio	220000000043-999-1-23	2,662.54 Each
Network Device, Backhaul Radio	220000000043-999-1-24	2,894.06 Each
Network Device, Cellular Modem	220000000043-999-1-25	289.41 Each
Network Device,	220000000043-999-1-26	2,315.25 Each

Item Name	Product Code	UOM	
Existing Radio Realignment			
Network Device, Existing Radio Component Replacement	220000000043- 999-1-27	312.56	Each
Network Device, Existing Network Device Configuration	220000000043- 999-1-28	312.56	Each
Network Device, Existing Network Device Preventative	220000000043- 999-1-29	57.88	Each
Network Device, Existing Backhaul Radio Preventative	220000000043- 999-1-30	57.88	Each
Network Device, Existing Endpoint Radio Preventative	220000000043- 999-1-31	57.88	Each
CCTV, Camera (Major Materials)	220000000043- 999-1-32	0.00	USD
CCTV, Camera Mount, 40 FT Mounting Height or Less	220000000043- 999-1-33	1,389.15	Each
CCTV, Camera Mount, 41 FT to 65 FT Mounting Height	220000000043- 999-1-34	2,083.73	Each
CCTV, Camera Mount, 66 FT Mounting Height or Greater	220000000043- 999-1-35	2,778.30	Each
CCTV, Camera Preventative Maintenance	220000000043- 999-1-36	347.29	Each
Vehicle Detection System, (Major Materials)	220000000043- 999-1-37	0.00	USD

Item Name	Product Code	UOM	
Vehicle Detection System, Radar or Bluetooth	2200000000043-999-1-38	868.22	Each
Vehicle Detection System, Magnetometer or In-Pavement Device	2200000000043-999-1-39	347.29	Each
Vehicle Detection System, V to X	2200000000043-999-1-40	868.22	Each
Vehicle Detection System, Component Replacement	2200000000043-999-1-41	312.56	Each
Vehicle Detection System, Preventative Maintenance	2200000000043-999-1-42	347.29	Each
Dynamic Message Sign, (Major Materials)	2200000000043-999-1-43	0.00	USD
Dynamic Message Sign, Walk-In	2200000000043-999-1-44	4,572.62	Each
Dynamic Message Sign, Front Access (Type A)	2200000000043-999-1-45	3,310.81	Each
Dynamic Message Sign, Front Access (Type B)	2200000000043-999-1-46	3,310.81	Each
Dynamic Message Sign, Dedicated, VSL, Multipost Sign	2200000000043-999-1-47	2,662.54	Each
Dynamic Message Sign, Component Replacement	2200000000043-999-1-48	520.93	Each
Dynamic Message Sign, Preventative Maintenance	2200000000043-999-1-49	868.22	Each
Environmental Sensor, (Major	2200000000043-999-1-50	0.00	USD

Item Name	Product Code	UOM	
Materials)			
Environmental Sensor, Complete Install	2200000000043- 999-1-51	1,910.08	Each
Enviromental Sensor, Component Replacement	2200000000043- 999-1-52	926.10	Each
Enviromental Sensor, Preventative Maintenance	2200000000043- 999-1-53	405.17	Each
Highway Advisory Radio, (Major Materials)	2200000000043- 999-1-54	0.00	USD
Highway Advisory Radio, Complete Install	2200000000043- 999-1-55	1,910.08	Each
Highway Advisory Radio, Component Replacement	2200000000043- 999-1-56	926.10	Each
Highway Advisory Radio, Preventative Maintenance	2200000000043- 999-1-57	405.17	Each
Conduit Non- Metallic Exposed, (Major Materials)	2200000000043- 999-1-58	0.00	USD
Conduit Non- Metallic Exposed, 1 Inch	2200000000043- 999-1-59	10.65	Linear Foot
Conduit Non- Metallic Exposed, 1- 1/4 Inch	2200000000043- 999-1-60	10.94	Linear Foot
Conduit Non- Metallic Exposed, 1- 1/2 Inch	2200000000043- 999-1-61	11.23	Linear Foot
Conduit Non- Metallic Exposed, 2 Inch	2200000000043- 999-1-62	11.34	Linear Foot

Item Name	Product Code		UOM
Conduit Non-Metallic Exposed, 3 Inch	2200000000043- 999-1-63	11.52	Linear Foot
Conduit Non-Metallic Exposed, 4 Inch	2200000000043- 999-1-64	11.69	Linear Foot
Conduit Non-Metallic Exposed, 6 Inch	2200000000043- 999-1-65	12.27	Linear Foot
Conduit Non-Metallic Exposed, Adder for 500 LF or Less	2200000000043- 999-1-66	3.47	Linear Foot
Conduit Non-Metallic Exposed, Adder for a bridge	2200000000043- 999-1-67	23.15	Linear Foot
Conduit Rigid Metallic Galvanized, (Major Materials)	2200000000043- 999-1-68	0.00	USD
Conduit Rigid Metallic Galvanized, 1 Inch	2200000000043- 999-1-69	12.16	Linear Foot
Conduit Rigid Metallic Galvanized, 1- 1/4 Inch	2200000000043- 999-1-70	13.31	Linear Foot
Conduit Rigid Metallic Galvanized, 1- 1/2 Inch	2200000000043- 999-1-71	13.89	Linear Foot
Conduit Rigid Metallic Galvanized, 2 Inch	2200000000043- 999-1-72	15.05	Linear Foot
Conduit Rigid Metallic Galvanized, 3 Inch	2200000000043- 999-1-73	16.21	Linear Foot
Conduit Rigid Metallic Galvanized, 4 Inch	2200000000043- 999-1-74	17.94	Linear Foot
Conduit Rigid Metallic	2200000000043- 999-1-75	20.84	Linear Foot

Item Name	Product Code	UOM	
Galvanized, 6 Inch			
Conduit Rigid Metallic Galvanized, 500 LF or Less Adder	220000000043- 999-1-76	3.47	Linear Foot
Conduit Rigid Metallic Galvanized, Bridge Installation Adder	220000000043- 999-1-77	23.15	Linear Foot
Conduit Reinforced Thermosetting Resin, (Major Materials)	220000000043- 999-1-78	0.00	USD
Conduit Reinforced Thermosetting Resin, 2 Inch w/Bullet	220000000043- 999-1-79	13.89	Linear Foot
Conduit Reinforced Thermosetting Resin, 3 Inch w/Bullet	220000000043- 999-1-80	15.05	Linear Foot
Conduit reinforced thermosetting resin 4 inch w/bullet resis	220000000043- 999-1-81	16.79	Linear Foot
Conduit Reinforced Thermosetting Resin, 4.5 Inch OD	220000000043- 999-1-82	26.63	Linear Foot
Conduit Reinforced Thermosetting Resin, 4.5 Inch OD	220000000043- 999-1-83	28.36	Linear Foot
Conduit Reinforced Thermosetting Resin, 500 LF or Less Adder	220000000043- 999-1-84	5.79	Linear Foot
Conduit Reinforced Thermosetting Resin, Bridge Installation	220000000043- 999-1-85	23.15	Linear Foot
Underground, Non-Metallic,	220000000043- 999-1-86	0.00	USD

Item Name	Product Code		UOM
(Major Materials)			
Underground, Directional Bore Minimal 3 INCH Diameter Hole	220000000043-999-1-87	8.10	Linear Foot
Underground, Directional Bore Minimal 5 INCH Diameter Hole	220000000043-999-1-88	19.68	Linear Foot
Underground, Directional Bore Minimal 8 INCH Diameter Hole	220000000043-999-1-89	30.10	Linear Foot
Underground, Directional Bore Minimal 10 INCH Diameter Hole	220000000043-999-1-90	37.04	Linear Foot
Underground directional bore Minimum 12" diameter hole	220000000043-999-1-91	39.36	Linear Foot
Underground, Directional Bore Minimal 18 INCH Diameter Hole	220000000043-999-1-92	43.99	Linear Foot
Underground, Bore Footage Adder for 3,200 LF or Less - Only	220000000043-999-1-93	2.32	Linear Foot
Underground, Bore Footage Adder for a non-interstate install	220000000043-999-1-94	2.32	Linear Foot
Underground, Bore Railhead Adder	220000000043-999-1-95	5.79	Linear Foot
Underground, Bore Rock hammer Adder	220000000043-999-1-96	52.09	Linear Foot
Underground, Bore Railhead Adder	220000000043-999-1-97	5.79	Linear Foot
Underground, Bore Rock hammer Adder	220000000043-999-1-98	57.88	Linear Foot

Item Name	Product Code	UOM	
Underground, Bore Railhead Adder	220000000043- 999-1-99	5.79	Linear Foot
Underground, Bore Rock hammer Adder	220000000043- 999-1-100	63.67	Linear Foot
1 2 >			



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: April 8, 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 Imagetrend, LLC, for annual renewals of Elite Rescue and Elite Field EMS reporting software for MFRD.

Amount of Contract:

\$90,375.00

Funding Source

General fund - EMS expense

ATTACHMENTS:

1. 20250327 Imagetrend Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 1 April 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 Imagetrend, LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Imagetrend, LLC, for annual renewals of Elite Rescue and Elite Field EMS reporting software for MFRD.
General fund - EMS expense

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$90,375.00

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; GSA 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>21956</u>	2025	(1510) FIRE ADMINISTRATION	ANNUAL RENEWAL OF IMAGETREND ELITE RESCUE AND ELITE FIELD EMS REPORTING SOFTWARE FOR MFRD (BID EXEMPT AS SOFTWARE, GSA CONTRACT)	\$90,375.00	(<u>295732</u>) <u>IMAGETREND</u> <u>LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021956-00 FY 2025 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42200. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor
 IMAGETREND, LLC
 20855 KENSINGTON BLVD.

LAKEVILLE, MN 55044

Tel#9524691589

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
03/25/25	295732				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

RENEWAL OF EXISTING SOFTWARE.
 PER GSA-GS-35F 365DA.

GS-35F-365DA. PERIOD COVERED BY CONTRACT: June 16, 2021 through June 15, 2026.

001	STATE OF ALABAMA CODE #41-16-51(a)(8) SOFTWARE EXEMPTION. ANNUAL FEE Elite™ Rescue - SaaS *Includes Elite™ Field (03/31/25 - 03/30/26) : Invoice PS-INV114524	1.00 EACH	79875.00000	79875.00
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1	6120.70.15.0000.0000.1510.0000.0000.42200.			79875.00
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

002	ANNUAL FEE: Visual Informatics™	1.00	10500.00000	10500.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021956-00 FY 2025 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42200. Review: Buyer: 9105fola Status: Approved	Page 2
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Vendor
 IMAGETREND, LLC
 20855 KENSINGTON BLVD.

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

LAKEVILLE, MN 55044

MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Tel#9524691589

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
03/25/25	295732				FIRE ADMINISTRATION

LN	Description / Account	Qty EACH	Unit Price	Net Price
1	ANNUAL FEE (03/31/25 -03/30/26) : Invoice PS-INV114524 6120.70.15.0000.0000.1510.0000.0000.42200.			10500.00

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 90375.00

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

Account	Amount	Remaining Budget
6120.70.15.0000.0000.1510.0000.0000.42200.	90375.00	2126877.42
EMERGENCY MEDICAL SVCS EXP	PROFESSIONAL & TECHNICAL	

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

Activity	Date	Clerk	Comment
Approved	03/25/25	DONALD ROSE	Auto approved by: 9105fola
Approved	03/25/25	SANDRA LEWIS	Auto approved by: 9105fola
Approved	03/25/25	STEVEN KRONINGER	Auto approved by: 9105fola

=====	=====
Bill To	Requisition 00021956-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved
	Page 3
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Vendor
IMAGETREND, LLC
20855 KENSINGTON BLVD.

LAKEVILLE, MN 55044

Tel#9524691589

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
03/25/25	295732				FIRE ADMINISTRATION
-----	-----	-----	-----	-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
Approved	03/25/25 SAMANTHA COOLEY		Auto approved by: 9105fola	
Approved	03/25/25 CLAUDE BUERGER IV		Auto approved by: 9105fola	
Approved	03/25/25 ANNE FOLEY			
Approved	03/25/25 JOHN PAINE		Auto approved by: 9105fola	

Authorized By: _____ Date: _____
Signature



Click image for expanded view



IMAGETREND ELITE RESCUE

Mfr Part No.: RESCUE_60000
Contractor Part No.: RESCUE_60000
Manufacturer: IMAGETREND, INC.
Contract No.: GS-35F-365DA (ends: Jun 19, 2026)
MAS Schedule/SIN: MAS/511210
Warranty: STANDARD WARRANTY
Country of Origin: UNITED STATES OF AMERICA

Disaster Purchasing items

Cooperative Purchasing items

[Report incorrect product information \(Login Required\)](#)

Price
\$85,239.29 EA
Shipping not included

Qty: 1

Add to cart

sold and shipped by
IMAGETREND, INC.

Contract minimum order: \$100.00

Product Details

Description

Description Provided by IMAGETREND, INC.

Web-based EMS and Fire data collection and reporting system.

1L X 1W (IN)

Compare Available Sources

Instructions: Select price below, enter qty at left, then Add to Cart. To view another contractor description, simply select the Contractor in the list below.

◆ Indicates when volume discounts are offered.

	Price/Unit◆		Contractor ◆	Socio	Photo	Deliv Days ◆	Min Order ◆	FOB/Shipping ◆
Selected	\$85,239.29	EA	IMAGETREND, INC.			30 days delivered ARO	\$100.00	D-PR,HI/O-CONUS,AK

Contact us

National Customer Service Center

Email: ncscustomer.service@gsa.gov

Phone: 1-800-488-3111

Vendor Support Center

Email: vendor.support@gsa.gov

Phone: 1-877-495-4849

Technical support on this site

Email: GSA.Advantage@gsa.gov

Phone: 1-877-472-3777

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Advantage Job Aid

[View the Advantage Job Aid](#)



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[GSA Smartpay](#)

[Best in Class](#)

[Acquisition Gateway](#)

[Privacy and Security](#)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: April 8, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Amount of Contract:

To approve issuance of purchase order to SHI International Corp for annual renewal of Microsoft Windows Server, Visio, Power BI, Teams, Planner, Project, and CoPilot software subscriptions for MIT.

Funding Source

General fund.

ATTACHMENTS:

1. 20250327 SHI Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 1 April 2025
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to SHI International Corp

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to SHI International Corp for annual renewal of Microsoft Windows Server, Visio, Power BI, Teams, Planner, Project, and CoPilot software subscriptions for MIT. General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$412,750.24

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; 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>21988</u>	2025	(5000) INFORMATION TECHNOLOGY	ANNUAL RENEWAL OF LICENSES FOR MICROSOFT WINDOWS AND OFFICE SOFTWARE PRODUCTS FOR MIT (BID EXEMPT AS SOFTWARE, AL STATE CONTRACT)	\$412,750.24	<u>(272641) SHI INTERNATIONAL CORP</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021988-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/25	1272641	03/25/25			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

PER STATE OF ALABAMA NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) CONTRACT #CTR060028 AND #MA230000003919 AND YOUR QUOTE #25854303.
 TERM: 5/1/2025 - 4/30/2026

001 STATE OF ALABAMA CODE #41-16-51(a)(8) SOFTWARE EXEMPTION. Win Server Standard Core ALng SA 2L Microsoft - Part#: 9EM-00270 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Serial #: S59401577 Coverage Term: 5/1/2025 - 4/30/2026 Note: Anniversary Year 2	28.00 EACH	19.67000	550.76
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1 1000.10.23.5000.5000.5000.0000.0000.42115.	550.76
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Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 SCOTT KEARNEY

Deliver To
 MIT
 651 CHURCH STREET

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021988-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fo1a Status: Approved	Page 2
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/25	1272641	03/25/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
002	Win Server DC Core ALng SA 2L Microsoft - Part#: 9EA-00278 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2025 - 4/30/2026 Note: Anniversary Year 2	80.00 EACH	128.16000	10252.80
1	1000.10.23.5000.5000.5000.0000.0000.42115.			10252.80
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	Visio P2 GCC Sub Per User Microsoft - Part#: P3U-00001 Contract Name: NASPO SOFTWARE	12.00 EACH	138.84000	1666.08

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021988-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fo1a Status: Approved	Page 3
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/25	1272641	03/25/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
1	VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2025 - 4/30/2026 Note: Anniversary Year 2			1666.08
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
004	0365 G3 GCC Sub Per User Microsoft - Part#: AAA-11894 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2025 - 4/30/2026 Note: Anniversary Year 2	900.00 EACH	250.44000	225396.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021988-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 4
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/25	272641	03/25/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.10.23.5000.5000.5000.0000.0000.42115.			225396.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
005	Power BI Pro GCC Sub Per User	30.00	92.40000	2772.00
	Microsoft - Part#: DDJ-00001 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 30 \$92.40 \$2,772.00 Subcontract #: MA230000003919 Coverage Term: 5/1/2025 - 4/30/2026 Note: Anniversary Year 2	EACH		
1	1000.10.23.5000.5000.5000.0000.0000.42115.			2772.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021988-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 5
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/25	272641	03/25/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
006	EOA Exchange Online GCC Sub Per User Microsoft - Part#: 4ES-00001 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2025 - 4/30/2026 Note: Anniversary Year 2	1200.00 EACH	28.68000	34416.00
1	1000.10.23.5000.5000.5000.0000.0000.42115.			34416.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021988-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 6
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/25	272641	03/25/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
007	Teams AC with Dial Out US/CA GCC Sub Add-on Microsoft - Part#: NYH-00001 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2025 - 4/30/2026 Note: Anniversary Year 2	2100.00 EACH	0.00000	0.00
1	1000.10.23.5000.5000.5000.0000.0000.42115.			.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021988-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 7
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/25	272641	03/25/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
008	Planner & Project P3 GCC Sub Per User Microsoft - Part#: 7MS-00001 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2025 - 4/30/2026 Note: Anniversary Year 2	6.00 EACH	277.56000	1665.36
1	1000.10.23.5000.5000.5000.0000.0000.42115.			1665.36

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021988-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 8
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/25	272641	03/25/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
009	0365 G1 GCC Sub Per User Microsoft - Part#: U4S-00002 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2025 - 4/30/2026 Note: Anniversary Year 2	1200.00 EACH	100.32000	120384.00
1	1000.10.23.5000.5000.5000.0000.0000.42115.			120384.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021988-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 9
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/25	272641	03/25/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
010	M365 G5 GCC Sub Per User Microsoft - Part#: AAL-45735 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2025 - 4/30/2026 Note: Anniversary Year 2	6.00 EACH	620.52000	3723.12
1	1000.10.23.5000.5000.5000.0000.0000.42115.			3723.12

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021988-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 10
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/25	272641	03/25/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
011	Visio P2 GCC Sub Per User Microsoft - Part#: P3U-00001 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Serial #: S59609500 Coverage Term: 5/1/2025 - 4/30/2026 Note: Anniversary Year 2	3.00 EACH	138.80000	416.40
1	1000.10.23.5000.5000.5000.0000.0000.42115.			416.40

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021988-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 11
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/25	1272641	03/25/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
012	Teams Rooms Pro GCC Sub Per Device Microsoft - Part#: VA1-00001 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Serial #: S60240604 Coverage Term: 5/1/2025 - 4/30/2026 Note: Anniversary Year 2	1.00 EACH	435.07000	435.07
1	1000.10.23.5000.5000.5000.0000.0000.42115.			435.07

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021988-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 12
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/25	1272641	03/25/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
013	Power BI Premium USL GCC Sub Per User Microsoft - Part#: 6U1-00004 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Serial #: S60554661 Coverage Term: 5/1/2025 - 4/30/2026 Note: Anniversary Year 2	1.00 EACH	185.21000	185.21
1	1000.10.23.5000.5000.5000.0000.0000.42115.			185.21

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021988-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 13
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/25	1272641	03/25/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
014	EOA Exchange Online GCC Sub Per User Microsoft - Part#: 4ES-00001 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Serial #: S60701401 Coverage Term: 5/1/2025 - 4/30/2026 Note: Anniversary Year 2	50.00 EACH	28.68000	1434.00
1	1000.10.23.5000.5000.5000.0000.0000.42115.			1434.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021988-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 14
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/25	272641	03/25/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
015	0365 G1 GCC Sub Per User Microsoft - Part#: U4S-00002 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Serial #: S60701401 Coverage Term: 5/1/2025 - 4/30/2026 Note: Anniversary Year 2	50.00 EACH	100.24000	5012.00
1	1000.10.23.5000.5000.5000.0000.0000.42115.			5012.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021988-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 15
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/25	1272641	03/25/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
016	Teams AC with Dial Out US/CA GCC Sub Add-on Microsoft - Part#: NYH-00001 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Serial #: S60701401 Coverage Term: 5/1/2025 - 4/30/2026 Note: Anniversary Year 2	50.00 EACH	0.00000	0.00
1	1000.10.23.5000.5000.5000.0000.0000.42115.			.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021988-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 16
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/25	272641	03/25/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
017	M365 Copilot GCC Sub Add-on Microsoft - Part#: EP2-24658 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Serial #: S60750099 Coverage Term: 5/1/2025 - 4/30/2026 Note: Anniversary Year 2	12.00 EACH	370.12000	4441.44
1	1000.10.23.5000.5000.5000.0000.0000.42115.			4441.44

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021988-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 17
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/25	1272641	03/25/25			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			

[Requisition Link](#)

Requisition Total	412750.24
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42115.	412750.24	2111321.35
INFORMATION TECHNOLOGY EXP SOFTWARE COSTS		

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

Activity	Date	Clerk	Comment
Approved	03/25/25	GREG HOLLIDAY	Auto approved by: 91057606
Approved	03/25/25	SCOTT KEARNEY	
Approved	03/25/25	UDARA JAYASENA	Auto approved by: 91057606
Approved	03/25/25	DONALD ROSE	Auto approved by: 9105fola
Approved	03/25/25	SANDRA LEWIS	Auto approved by: 9105fola
Approved	03/25/25	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	03/25/25	SAMANTHA COOLEY	Auto approved by: 9105fola

=====	=====
Bill To	Requisition 00021988-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved
	Page 18
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Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	SCOTT KEARNEY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

-----	-----
Date	Vendor
Ordered	Number
	Date
	Required
	Ship
	Via
	Terms
	Department
-----	-----
03/25/25	272641 03/25/25
	INFORMATION TECHNOLOGY
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LN	Description / Account	Qty	Unit Price	Net Price
Approved	03/25/25 CLAUDE BUERGER IV		Auto approved by: 9105fola	
Approved	03/25/25 ANNE FOLEY			
Approved	03/25/25 JOHN PAINE		Auto approved by: 9105fola	

Authorized By: _____ Date: _____

Signature

Contract Header

Contract

Software, Valued Added Reseller

Supplier

SHI INTERNATIONAL CORP

Linked Solicitation

NA

Type

Master Agreement

Contract Code

MA230000003919

Sourcing Number

NA

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Brittany	Peterson	brittany.peterson@purchasing.alabama.gov	3342424667

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
SouthEastTeamGov@shi.com	SHI PO Contact	SouthEastTeamGov@SHI.com	800-715-3197
Jeremy	Neff	Jeremy_neff@shi.com	251-259-8388
Jeremy	Neff	Jeremy_neff@shi.com	251-259-8388

3 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

4/1/2023

End Date

4/24/2027

Documents

Items

- [State of Alabama PA\(031623\).docx.pdf](#)
- [Cost Plus pricing NASPO SVAR - Alabama.pdf](#)

Item Name	Product Code	UOM
Software	2300000003919-01	Each
Software, consumption based only	2300000003919-02	USD
SHI PunchOut	shi	



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: April 8, 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 Tenex Software Solutions for setup and leasing of electronic polling equipment for municipal election for City Clerk.

Amount of Contract:

\$252,264.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250327 Tenex Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 1 April 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 Tenex Software Solutions

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Tenex Software Solutions for setup and leasing of
electronic polling equipment for municipal election for City Clerk.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$252,264.00

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: Sole source to access/interface with Mobile County Probate poll data.

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>22010</u>	2025	(1030) CITY CLERK	SETUP AND LEASING OF ELECTRONIC POLLING EQUIPMENT FOR MUNICIPAL ELECTION (SOLE SOURCE TO ACCESS/INTERFACE WITH MOBILE COUNTY PROBATE POLL DATA)	\$252,264.00	<u>(297110) TENEX SOFTWARE SOLUTIONS</u>

Adopted:

City Clerk

=====	=====
Bill To	Requisition 00022010-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.90.9000.9000.9000.0000.0000.49250.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 1
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Vendor
TENEX SOFTWARE SOLUTIONS
3031 N ROCKY POINT DRIVE SUITE

TAMPA, FL 33607

Tel#8136183639 x111

Ship To
CITY CLERK
205 GOVERNMENT STREET
9TH FLR S TOWER ROOM 908
MOBILE, AL 36644
TIERENEY.LEVERETTE@CITYOFMOBILE.ORG

Delivery Reference
TIERENEY LEVERETTE

Deliver To
CITY CLERK
205 GOVERNMENT STREET
9TH FLR S TOWER ROOM 908
MOBILE, AL 36644

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
03/27/25	297110				CITY CLERK
-----	-----	-----	-----	-----	-----

LN Description / Account	Qty	Unit Price	Net Price
001 EQUIPMENT FOR ELECTION: PRECINCT	138.00	1750.00000	241500.00
CENTRAL LEASE BUNDLE (QTY 138 TO	UNIT		
INCLUDE 11TH GENERATION WIFI IPAD,			
FLIP AND SHARE STAND, INCLUDING			
STYLUS, 6' APPLE CERTIFIED USB-C			
CABLE, EPSON TM-M30 BLUETOOTH			
THERMAL PRINTER, LARGE CARRYING			
CASE, PRECINCT CENTRAL SOFTWARE			
EPB LICENSE (INCLUDES TOUCHPAD,			
CONSOLE, AND DATA STUDIO). PER			
ATTACHED LEASE QUOTE.			
Additional Description Notes			

EQUIPMENT FOR ELECTION: PRECINCT CENTRAL LEASE BUNDLE (QTY 138 TO INCLUDE 11TH GENERATION WIFI IPAD, FLIP AND SHARE STAND, INCLUDING STYLUS, 6' APPLE CERTIFIED USB-C CABLE, EPSON TM-M30 BLUETOOTH THERMAL PRINTER, LARGE CARRYING CASE, PRECINCT CENTRAL SOFTWARE EPB LICENSE (INCLUDES TOUCHPAD, CONSOLE, AND DATA STUDIO). PER ATTACHED LEASE QUOTE

Vendor Item

1 1000.10.90.9000.9000.9000.0000.0000.49250.	241500.00
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Ship To
CITY CLERK
205 GOVERNMENT STREET
9TH FLR S TOWER ROOM 908
MOBILE, AL 36644
Delivery Reference
TIERENEY LEVERETTE

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00022010-00 FY 2025 Acct No: 1000.10.90.9000.9000.9000.0000.0000.49250. Review: Buyer: Status: Released	Page 2
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Vendor
 TENEX SOFTWARE SOLUTIONS
 3031 N ROCKY POINT DRIVE SUITE

 TAMPA, FL 33607

 Tel#8136183639 x111

Ship To
 CITY CLERK
 205 GOVERNMENT STREET
 9TH FLR S TOWER ROOM 908
 MOBILE, AL 36644
 TIERENEY.LEVERETTE@CITYOFMOBILE.ORG

Delivery Reference
 TIERENEY LEVERETTE

Deliver To
 CITY CLERK
 205 GOVERNMENT STREET
 9TH FLR S TOWER ROOM 908
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/25	297110				CITY CLERK

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644			
002	SERVICE - ASSEMBLY AND CONFIGURATION OF NEW UNITS - QTY 138 PER ATTACHED LEASE QUOTE Additional Description Notes ----- SERVICE - ASSEMBLY AND CONFIGURATION OF NEW UNITS - QTY 138 PER ATTACHED LEASE QUOTE Vendor Item	138.00 UNIT	48.00000	6624.00
1	1000.10.90.9000.9000.9000.0000.0000.49250.			6624.00

Ship To
 CITY CLERK
 205 GOVERNMENT STREET
 9TH FLR S TOWER ROOM 908
 MOBILE, AL 36644
 Delivery Reference
 TIERENEY LEVERETTE

Deliver To
 CITY CLERK
 205 GOVERNMENT STREET
 9TH FLR S TOWER ROOM 908
 MOBILE, AL 36644

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00022010-00 FY 2025 Acct No: 1000.10.90.9000.9000.9000.0000.0000.49250. Review: Buyer: Status: Released	Page 3
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Vendor
 TENEX SOFTWARE SOLUTIONS
 3031 N ROCKY POINT DRIVE SUITE

TAMPA, FL 33607

Tel#8136183639 x111

Ship To
 CITY CLERK
 205 GOVERNMENT STREET
 9TH FLR S TOWER ROOM 908
 MOBILE, AL 36644
 TIERENEY.LEVERETTE@CITYOFMOBILE.ORG

Delivery Reference
 TIERENEY LEVERETTE

Deliver To
 CITY CLERK
 205 GOVERNMENT STREET
 9TH FLR S TOWER ROOM 908
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/25	297110				CITY CLERK

LN Description / Account	Qty	Unit Price	Net Price
003 SERVICE - RETURN SHIPPING BOXES AND LABELS PER ATTACHED LEASE QUOTE	138.00 EACH	30.00000	4140.00

Additional Description Notes

 SERVICE - RETURN SHIPPING BOXES AND LABELS
 PER ATTACHED LEASE QUOTE
 Vendor Item

1 1000.10.90.9000.9000.9000.0000.0000.49250.	4140.00
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Ship To
 CITY CLERK
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 Delivery Reference
 TIERENEY LEVERETTE

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 MOBILE, AL 36644

[Requisition Link](#)

Requisition Total	252264.00
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***** General Ledger Summary Section *****

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00022010-00 FY 2025 Acct No: 1000.10.90.9000.9000.9000.0000.0000.49250. Review: Buyer: Status: Released
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Page 4

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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/25	297110				CITY CLERK

Account Account 1000.10.90.9000.9000.9000.0000.0000.49250. CITY HALL OVERHEAD EXP	Amount Amount 252264.00 ANNEXATION ELECTION
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***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Rejected	03/27/25	JOHN PAINE	PER OUR REQUEST
Queued	03/27/25	DONALD ROSE	PER OUR REQUEST
Queued	03/27/25	SANDRA LEWIS	PER OUR REQUEST
Queued	03/27/25	STEVEN KRONINGER	PER OUR REQUEST
Queued	03/27/25	SAMANTHA COOLEY	PER OUR REQUEST
Queued	03/27/25	CLAUDE BUERGER IV	PER OUR REQUEST
Queued	03/27/25	ANNE FOLEY	PER OUR REQUEST
Queued	03/27/25	JOHN PAINE	PER OUR REQUEST

Authorized By: _____ Date: _____
 Signature



AGENDA ITEM SUMMARY SHEET

Agenda of: April 8, 2025

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

William Stimpson, Mayor

William Carroll, Councilmember

Purpose and Scope of Project:

The funds will be used in order to make critical structural repairs to the parking deck.

Amount of Contract:

\$200.000.00

Funding Source

C0019 Public Facility Improvements, 20002000-93040

ATTACHMENTS:

1. 2062_001

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by: Mayor Stimpson and Councilman William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, to re-allocate the sum of \$200,000.00 from C0019 Public Facility Improvements, Alabama Cruise Terminal fund (6020) to the Capital Project fund (2000) Cruise Terminal Parking Deck Repair, Project C0642 to make critical structural repairs to the parking deck.

Adopted:

City Clerk

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM ARCHITECTURAL ENGINEERING DEPT. 3032

DATE OF REQUEST: 03/ /2025

BUDGET TRANSFER: ☐ (from one project to another)

DISTRICT#: Select Item. 2

REQUEST: Please transfer \$ \$200,000.00

FROM CAPITAL PROJECT#: C0019

CAPITAL PROJECT NAME: PUBLIC FACILITY IMPROVEMENTS

DEPT. PROJECT#: _____

TO CAPITAL PROJECT#: C0642

PROJECT NAME: CRUISE TERMINAL-PARKING DECK REPAIR

DEPT. PROJECT#: _____

PURPOSE: FOR CRITICAL STRUCTURAL REPAIR TO PARKING DECK.

Marilyn Bullard
Employee signature

Carleen Stout 3/27/25
Approval signature



CAPITAL CONTRACT SUMMARY SHEET

NA



AGENDA ITEM SUMMARY SHEET

Agenda of: April 8, 2025

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

Benjamin Reynolds, Councilmember

William Stimpson, Mayor

Purpose and Scope of Project:

Authorize the transfer of \$330,000.00 from City of Mobile unassigned fund balance in the General Fund (Fund 1000) to the Capital Improvements Fund (Fund 2000) for the Animal Shelter Facility.

Amount of Contract:

NA

Funding Source

NA

ATTACHMENTS:

1. Resolution Transfer of Funds

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember Ben Reynolds

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$330,000.00 be transferred from City of Mobile unassigned fund balance in the General Fund (Fund 1000) to the Capital Improvements Fund (Fund 2000) for the Animal Shelter Facility to the following Capital Project:

Animal Shelter Facility	\$330,000.00	C0718
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Adopted :

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

Contract#5318



AGENDA ITEM SUMMARY SHEET

Agenda of: April 8, 2025

Submitted by:

John Forrester, City Engineer

Sponsored by:

Gina Gregory, Councilmember

William Stimpson, Mayor

Purpose and Scope of Project:

Approve contract with McCrory & Williams, Inc. for engineering services.

Amount of Contract:

\$123,695.00

Funding Source

C1028

ATTACHMENTS:

1. 2025-3005-20 N. McGregor Reconstruction

REVIEWERS:

Lana Gauthier

Lana Gauthier

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: N. McGregor Reconstruction (Roundabout to Springhill Ave.) (D7);
COM Project# 2025-3005-20

PROJECT #: C1028 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Engineering Services

CONTRACT AMOUNT: \$123,695.00

VENDOR NAME: McCrary & Williams, Inc.

VENDOR NUMBER: 132093

DEPT #: 3005 DEPT NAME: Engineer

CONTRACT ADMINISTRATOR: John Forrester

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Jessica White Date 3/26/2025

RESOLUTION

Sponsored by: Mayor Williams S. Stimpson
Councilmember Gina Gregory

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

Name of Company: McCrory & Williams, Inc.

Project Name: N. McGregor Reconstruction (Roundabout to Springhill Ave.) (D7)
COM Project# 2025-3005-20

Estimated Cost: \$123,695.00

Adopted:

City Clerk



**N. McGREGOR RECONSTRUCTION
(ROUNDAABOUT TO SPRINGHILL AVE.)**

PROJECT NO. 2025-3005-20

ENGINEER:

McCRORY & WILLIAMS, INC.



STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This AGREEMENT made and entered into this _____ day of _____, 2025, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **McCrary & Williams, Inc.** (hereinafter called the "ENGINEER").

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CITY COUNCIL - Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CITY ENGINEER - That person designated by the CITY as CITY ENGINEER or his appointed assistants.

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this executed document and any and all exhibits and attachments comprising the written agreement between the City of Mobile and the ENGINEER setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity selected to perform any or all construction services.

ENGINEER - The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **MCCRORY & WILLIAMS, INC.**

INSPECTOR - An authorized representative of the ENGINEER, assigned to make inspections of the PROJECT.

NOTICE TO PROCEED - A written notice to proceed issued by the CITY ENGINEER either for the Design Phase, Pre-Bid to Pre-Construction Phase, and/or the Construction Phase as set out in Section III.

DESIGN CONSTRUCTION COST ESTIMATE – The estimated construction cost of the PROJECT as shall be determined by ENGINEER pursuant to Section III. A. herein.

PROJECT – N. McGregor Reconstruction (Roundabout to Springhill Ave.), City of Mobile Project No. 2025-3005-20. This is for engineering design and construction inspection of approximately 1,000 feet of N. McGregor Ave, including easement preparation, traffic planning, traffic signal design, and street and sidewalk construction. (See Exhibit A for approximate locations). **The professional engineering design services may include design, preparation of plans/specifications/cost estimates/bid documents; advertisement and evaluation of bids; and recommendation of a low bidder and construction inspection services as directed by the CITY ENGINEER.**

PROJECT ENGINEER - a registered Professional Engineer licensed in the State of Alabama who is an authorized representative of the **ENGINEER**.

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, on file in the office of the CITY ENGINEER.

II. STANDARDS

The CITY hereby retains the ENGINEER and the ENGINEER agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER, in the preparation of plans and any other items pertaining to this PROJECT, will meet the requirements for conformance with the Standard Specifications, adopted by the State of Alabama Department of Transportation, and applicable local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this PROJECT. All work required under this CONTRACT will be performed in accordance with these standards and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the

CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

The scope of work is divided into the following Phases:

1. Design Phase
2. Pre-Bid to Pre-Construction Phase
3. Construction Phase

A. DESIGN PHASE

1. General

- a. Should the CITY ENGINEER request, the ENGINEER shall schedule and conduct monthly meetings with the CITY ENGINEER to provide a status report of design and progress at each meeting. These meetings shall continue until the construction bid date.
- b. Requirements under this task shall include all work necessary to provide all surveys, right-of-way maps and legal descriptions, plans, drawings, specifications, cost estimates, and other documents necessary for the advertisement of bids of the final PROJECT.

2. Preliminary Engineering and General Requirements

- a. Obtain existing mapping, drainage system records, easement/right of way records and other relevant PROJECT records/documents
- b. Contact Alabama Line Locator service and individually contact all utility companies. Locate and survey all utilities in the PROJECT area and other areas affected by this PROJECT that may produce a conflict to construction.
- c. Review historical information of frequent flooding areas and high water elevations within the associated watershed areas.
- d. Omit
- e. Provide cost estimates and alternatives for construction of the PROJECT, if requested by the ENGINEER.
- f. Plans shall be provided to each utility at this time. **Copy the CITY on all correspondence.**
- g. ENGINEER shall ensure all utilities have been located and all utility companies have been contacted. Show utilities on the plans, in plan and profile view, including contact information for each utility. Coordinate resolution of utility conflicts with utility companies and document correspondence.

- h. Prepare and submit to the CITY's Engineering Department, an erosion control plan that complies with the CITY's Flood Plain Ordinance, Storm Water Drainage Ordinance, and appropriate National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Requirements. The erosion and sediment control (ESC) plan shall be included in the construction plans. The ESC Plan shall include all drainage flow paths and low areas and storm water discharge points (such as inlets, sheet flow, etc.). In addition, design of best management practices (BMPs) to prevent any polluted storm water from leaving the site shall be shown on the plans including location, type, size and quantity for each such BMP (ex: sedimentation pond, berm,...). The ESC Plan shall be prepared and signed by the PROJECT ENGINEER.
 - i. The City shall deduct the bid price for the preparation and submittal of the erosion control plan from the ENGINEER's final pay request if this item is excluded from the PROJECT bid package.
 - j. If needed, prepare and submit to the CITY's Engineering Department a plan indicating location, type, size of existing trees, and location of any trees to be removed. If necessary, the approved plan, including details for tree protection, shall be presented to the CITY Tree Commission for permitting. The plan shall be included in the construction plans. ENGINEER shall attend Tree Commission Meeting(s), if required.
 - k. The plans must be designed under the direct supervision of the PROJECT ENGINEER. The PROJECT ENGINEER must be a Registered Professional Engineer licensed in the State of Alabama. The PROJECT ENGINEER's signature shall be placed on the Title Sheet and his or her stamp shall be placed on each sheet of the construction plans.
 - l. Prepare and submit to the CITY's Traffic Engineering Department a Traffic Control Plan that complies with Part VI of the Manual on Uniform Traffic Control Devices, latest edition. The approved plan shall be included in the construction plans and on the cover of final design calculations and on the cover of final design calculations.
 - m. Identify and obtain all permits required by federal, state and local agencies in order to complete the PROJECT.
 - n. Plan and coordinate with the Village of Springhill to insure continuity of PROJECT with the overall plan for the area.
 - o. Prepare a plan outlining specifications for any necessary subsurface explorations consisting of borings, lab-tests and reports as required for design of the PROJECT.
3. Design Surveys
- a. Upon a NOTICE TO PROCEED by the CITY, the ENGINEER shall proceed with design surveys, to obtain topographic, boundary survey and other information as required for design of the PROJECT. Existing maps, plans,

records, GIS files, CAD files and other such documents supplied by the CITY or others shall be used for reference only and shall NOT be used or substituted by ENGINEER as field surveyed information. Design shall be based on actual field surveys conducted by ENGINEER and not information compiled from above mentioned documents/files. The ENGINEER shall inspect the site to determine the required information needed for design, bidding, and construction of the PROJECT.

- b. Field stake the reference line within the existing or proposed rights of way at a maximum of 100-foot intervals. Reference points shall be established at maximum 1,000 foot spacing and at all changes in alignment.
- c. Perform a topographic survey along the proposed alignment of the PROJECT. All significant features within or adjacent to the PROJECT limits shall be located.
- d. Establish elevation benchmarks within existing and proposed rights of way at a maximum of 1,000 foot intervals. Bench marks shall be tied to USGS bench marks, or other approved elevation datum.
- e. Determine elevations at maximum 100-foot spacing and all significant points along the PROJECT. Cross-sections shall be taken at least every 100 feet; at curves; and at other critical locations, as needed for design. Cross-sections shall extend to the width of the proposed improvements or at least 50 feet on both sides at each cross-section.
- f. The mid-point of the proposed alignment shall be established as the centerline for stationing and plan/profile design with cross-section information, as required, shown as left or right of the centerline. An offset-line may be used, however, all information, including curves, offsets, etc., shall be based off the centerline and not the offset-line.

4. Right of Way and Easement Survey Requirements

- a. Right of Way and Easement Surveys
 - (1) Existing right of way and easement survey shall include the recovery of existing property corners. Existing corners damaged during construction shall be replaced.
 - (2) Permanent markers consisting of iron pipes embedded in concrete shall be installed to mark additional required right of way and easements at all corners and break points and other locations specified by the CITY ENGINEER.
- b. Existing right of way and Easement maps shall be submitted to the CITY ENGINEER no later than six (6) weeks after NOTICE TO PROCEED (no later than the 30% submittal). These maps shall include the following information:
 - (1) Existing right of way, easements (temporary and permanent) and property lines.

- (2) Edge of existing and proposed Channel.
- (3) Existing fences, utility poles, trees (include location, size and type), shrubbery, and driveways.
- (4) Existing major drainage systems.

Proposed right of way and Easement maps shall be submitted to the CITY ENGINEER no later than the 60% submittal.

5. Plans and Specifications

The ENGINEER shall prepare and submit detailed plans, specifications, Design Construction Cost Estimate, construction contracts, bid documents, advertisements, and proposals as outlined in Section III.A. The ENGINEER shall also submit a booklet of photos that clearly depict the PROJECT before and after construction. Work shall include grading, drainage, inlet repair, base, patching, striping, and signing. The plans will show all existing topographical features, natural and man-made, surface and subsurface facilities for the area included in the PROJECT, and an area of at least fifty (50) feet in width adjacent to the PROJECT. The contract plans will be completed in detail for all construction, in accordance with the STANDARD SPECIFICATIONS in effect at the time of the final plan submittal.

The plans will show all existing and proposed utilities for the PROJECT area. The ENGINEER shall provide coordination with all utilities throughout the design stage to insure that all relocations and service connections are accomplished in a timely manner. The PROJECT will be constructed in accordance with the STANDARD SPECIFICATIONS, and supplemental specifications for any specialized construction included in this PROJECT.

The CITY will review submittals made during the design period. The purpose and scope of these reviews will be to approve the ENGINEER's intermediate payments and to determine Agreement compliance for approving fee requests and determining the PROJECT costs. The ENGINEER shall exercise his professional judgement, skill, care, experience, diligence and professional expertise to prepare plans and specifications with the degree of care and skill ordinarily used by members of the Engineering profession in this locality. It is not the intent nor is it the responsibility of the CITY to exercise independent engineering judgement or to verify the calculations, assumptions, and engineering judgement employed by the ENGINEER.

- a. Plans shall be submitted at four (4) stages of development. CITY ENGINEER will provide written administrative review comments to the ENGINEER on each submittal for incorporation into the next submittal. The submittals shall be made as per the time limits described below, or the ENGINEER shall submit, in writing, for approval by the CITY ENGINEER, an explanation of delay. Each submittal shall include the review comments and the ENGINEER's written responses from the previous submittal.

- (1) **30% Design Submittal** (approximately 30% completion) shall be made **Six (6) weeks** after comments for the preliminary investigation phase are

received by ENGINEER. Plans will include details of field surveyed information such as topography, trees, drainage structures, all utilities, drainage area delineations, patterns and capacity calculations, property lines and owners, rights-of-way, easements, obstructions, problem areas and any other pertinent information. Detailed information for proposed design shall include: preliminary alignment, preliminary drainage design evaluation, design parameters, topographic information, proposed rerouting of utilities, temporary and proposed permanent easements and potential problems. Plans shall be provided to each utility at this time.

- (2) **60% Design Submittal** (approximately 60% completion) shall be made **Ten (10) weeks** after 30% comments are received by ENGINEER. Plan and profile layout sheets, cross-section sheets, typical sections, drainage sections, earthwork cross-sections, Traffic Signalization plan sheets, erosion control and sedimentation prevention plan, summary of quantities, ENGINEER's cost estimate, and applicable permit applications will be submitted. At this point, all utility conflicts should be resolved and proposed re-routing of any utilities should be identified on the plans. Detailed easement documents, both temporary and permanent, shall be submitted. The review comments from the Preliminary Design Plans (30%) must be addressed and incorporated into the 60% plans.
 - (3) **90% Design Submittal** (approximately 90% completion) shall be made **Six (6) weeks** after 60% comments are received by ENGINEER. Updated plan and profile sheets, cross-sections sheets, detail sheets and all other previously submitted sheets and pertinent and related information required for receipt of bids by the CITY shall be submitted at this point. All utility conflicts should be resolved and proposed re-routing of any utilities should be identified on the plans. All design calculations, specifications, and updated cost estimates will be included with this submittal. If requested, a "Plan-in-Hand" on-site review of the work will be made at this time with the CITY ENGINEER. The ENGINEER will prepare a record of comments and observations and make required changes and/or additions to the plans and specifications. The 60% review comments will be addressed and incorporated into the 90% plans.
 - (4) **100% Design Submittal** (Issued for Bid Package) shall be made **Four (4) weeks** after 90% comments are received by ENGINEER. Final Design submittal shall be made after all administrative review comments from the 1000% review have been addressed and incorporated into the plans and the complete work is ready for advertisement. A final review shall be made by the CITY ENGINEER.
- b. All plans, specifications and drawings prepared or created by ENGINEER pursuant to the performance of its obligations hereunder shall become the property of the CITY immediately upon CITY's tender of payment of fees.
 - c. The PROJECT will be designed and constructed in accordance with the STANDARD SPECIFICATIONS. ENGINEER shall provide detailed

special provisions for any item that differs in Description and/or Method of Measurement and/or Basis of Payment from the STANDARD SPECIFICATIONS.

- d. Any use of State of Alabama Department of Transportation Standard Drawings in the design of the PROJECT will be referred to on the Title Sheet of the plans. A copy of each Standard Drawing used shall be included in the "As Built" plans submitted for final acceptance of the PROJECT.
- e. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by ENGINEER pursuant to this Agreement are instruments of service for use by the CITY. The CITY shall be provided at least two (2) 11x17 copies and one full size copy of all plans, drawings, electronic files (one copy CADD and one copy PDF), Excel files, and other documents for information and reference in connection with the use and occupancy of the PROJECT by the CITY for present and future needs. Any reuse will be at the CITY's sole risk unless ENGINEER, for compensation to be agreed upon, reviews and adapts such documents. Upon termination or expiration of this CONTRACT, the ENGINEER shall, upon request from the CITY, return to the CITY all documents and records provided by the CITY and those produced, developed or used by the ENGINEER for this PROJECT.
- f. ENGINEER deliverables, as specifically provided in this Scope of Work, shall include electronic/computer-aided design and drafting (CADD) files in a format compatible with AutoCAD version 2019. Unless specifically directed otherwise by the CITY prior to execution of this Agreement, electronic files shall be developed based on ENGINEER's standard practice. In the case of any discrepancy or difference between electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic files, ENGINEER makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness of any electronic files used by the CITY. CITY shall not be liable for any erroneous information supplied to the ENGINEER or any other third party that the ENGINEER relies upon and incorporates into an electronic file, or other documents, plans and specifications.

B. PRE-BID to PRE-CONSTRUCTION

- 1. Upon approval of the bid package and if requested from the CITY, an "Invitation for Bids" will be prepared by the ENGINEER and issued by the CITY ENGINEER. During the bid period and up to the notice of award to the successful bidder, the ENGINEER shall provide the following services:
 - a. Assist the CITY ENGINEER in replying to questions from prospective bidders and prepare Addenda to the bid documents as required by the CITY ENGINEER.
 - b. Attend bid opening, review bids, prepare bid tabulation, and make recommendations for award to the lowest responsive bidder.

- c. The ENGINEER shall number all proposals serially and record the name of the Contractor and the number of the proposal issued to that Contractor. **The ENGINEER shall check each Contractor to assure each is properly licensed.** A copy of this record will be given to the CITY ENGINEER by the end of the workday proceeding the day of the bid opening. The CITY will not open any bid from a Contractor whose name is not recorded for proposals issued.
- d. The ENGINEER will be present at the bid opening. He should bring copies of the list of prospective bidders with space provided to record their bid. The ENGINEER's estimate of cost of the PROJECT should be indicated on this list.
- e. The current CITY Contract Documents shall be used on this PROJECT. Only additional Special Provisions may be added to these documents to describe special requirements particular to this PROJECT.
- f. Upon receipt of the bid documents, the ENGINEER shall review the bids to assure proper bid bonds. The ENGINEER shall also prepare a tabulation of all bidders, and submit a minimum of three copies, including an electronic Excel file, to the CITY ENGINEER along with recommendation of the Contractor submitting the lowest responsive bid, meeting all required specifications.
- g. Upon notification of award of the bid by the CITY ENGINEER, the ENGINEER shall prepare five (5) bound sets of contract documents and supply them to the CONTRACTOR. One set of documents will contain the **original** bid documents, with the CONTRACTOR's original signatures. **All 5 sets shall contain original signatures and original seals.** The CONTRACTOR should execute and return these documents to the ENGINEER within ten (10) working days. The ENGINEER should then check these documents for proper bonding, insurance certificates, proper signatures, and seals. If all documents are in order, the ENGINEER should submit all five (5) contract agreements to the CITY ENGINEER for execution by the CITY COUNCIL.
- h. The ENGINEER shall conduct a Pre-construction conference with the CITY staff, the CONTRACTOR, the testing firm, and all utilities involved in the PROJECT to establish the work schedule and coordination of all persons necessary for the proper execution and construction of the PROJECT.

C. CONSTRUCTION PHASE

1. Quality Assurance

- a. ENGINEER shall require the CONTRACTOR to ensure quality assurance during construction. The CONTRACTOR's quality assurance shall be conducted in general conformance to procedures set forth in the STANDARD SPECIFICATIONS and the requirements of the National Pollution Discharge Elimination System (NPDES) Storm Water Discharge General Permit, if applicable. The ENGINEER shall require the CONTRACTOR to maintain on-

site a copy of the STANDARD SPECIFICATIONS and the ENGINEER shall insure that all of the personnel involved in the construction phase of the project are thoroughly familiar with the provisions of the STANDARD SPECIFICATIONS.

2. Compliance with Plans and Specifications

The ENGINEER shall enforce all requirements of the plans and specifications for compliance with quality, quantity, materials, and measurements excluding safety.

- a. The ENGINEER shall supply lines and grades for the improvements undertaken, including those for the control of the work. This shall include setting line and grade stakes and control points throughout the PROJECT. The CONTRACTOR shall be responsible for maintenance of the line and grade stakes.
- b. The ENGINEER shall inform and coordinate with the material testing firm contracted by the CITY, to perform materials testing and associated services.
- c. The ENGINEER shall insure that materials comply with specifications by continuous coordination and communication with the material testing firm assigned by the CITY.
- d. The ENGINEER shall review construction invoices, verify quantities, and certify accuracy for submittal to and approval and payment by the CITY.
- e. The ENGINEER shall provide construction administration and be in responsible charge of the project.

3. PROJECT Observation/Inspection

- a. The ENGINEER shall appoint a competent INSPECTOR , capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work to be performed, who shall work under the direct supervision of a registered PROJECT ENGINEER. The INSPECTOR shall be experienced and qualified to determine the requirements of the plans and specifications. The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

The CITY reserves the right to require replacement of any INSPECTOR considered to be unqualified for the work. The duty of the INSPECTOR is to determine CONTRACTOR compliance with the plans and specifications. Nothing contained herein shall be construed to mean that the INSPECTOR or the ENGINEER's agent controls or assumes a right to the manner in which the CONTRACTOR performs the work.

- b. The CITY ENGINEER reserves the right to appoint department representatives to observe all plans and works of the ENGINEER. The appointed CITY representatives shall have access to all plans, drawings, specifications and reports of the ENGINEER relating to the PROJECT.
- c. The CITY will retain a testing firm to provide laboratory services for all soils studies, reports, inspections, and tests required throughout the construction of the PROJECT.
- d. The PROJECT ENGINEER in responsible charge shall conduct periodic field reviews to assure compliance with plans and specifications. All inspections shall be documented and submitted to the CITY ENGINEER.
- e. The ENGINEER shall have a copy of, and be thoroughly familiar with applicable STANDARD SPECIFICATIONS, Standard and Special Drawings, Testing Manual, and Construction Manual, current non-metric edition, materials sources, and devices with special acceptance requirements.
- f. The INSPECTOR shall keep a daily diary, listing equipment on site and in use, weather conditions, CONTRACTOR's personnel on site, and the work accomplished each day.
- g. Monthly estimates shall be broken down and include an explanation submitted for pay items exceeding plan quantities by more than five percent (5%). The report of overruns shall be submitted with the monthly estimate in which the overrun was incurred. The Professional Engineer in responsible charge for the PROJECT must sign these estimates. A summary of the above noted overruns exceeding five percent (5%) shall be submitted with the Final Closeout Documentation. Monthly estimates shall also include a DBE Utilization Report and Progress Report for the month.
- h. No major changes in the "as bid" construction plans shall be made prior to submittal to the CITY ENGINEER for review and administrative approval.
- i. The INSPECTOR will sign all asphalt tickets, at the site, previously signed by the materials testing firm's representative, indicating the INSPECTOR'S approval of the materials to be installed.
- j. The ENGINEER shall require the CONTRACTOR to check all of the CONTRACTOR's equipment before it is used on the PROJECT to assure that it meets the requirements of the STANDARD SPECIFICATIONS, for the sole purpose of quality assurance. The PROJECT shall be stopped at any time if the equipment is not in accordance with STANDARD SPECIFICATIONS.

- k. When all pay items have been completed; the ENGINEER shall hold a semi-final review and give the CONTRACTOR a written "Punch List" of items to be completed prior to the ENGINEER's recommendation for acceptance of the PROJECT. When the CONTRACTOR has completed the work on the Punch List to the satisfaction of the ENGINEER, a written recommendation for acceptance of the PROJECT will be submitted to the CITY ENGINEER.
- l. Upon written certification by the ENGINEER that the PROJECT has been completed in accordance with the contract documents, the CITY ENGINEER will conduct a final review. Following the CITY ENGINEER's concurrence with the recommendation for acceptance, the ENGINEER shall submit the final estimate and close out documents to the CITY. The date of receipt of the final payment by the CONTRACTOR will be the date of acceptance of the PROJECT by the CITY.

The ENGINEER's invoice shall be submitted with the CONTRACTOR'S monthly estimate. Full payment cannot be paid to the ENGINEER until all close out documents have been received and retainage is released to the CONTRACTOR.

4. Progress Review

- a. The ENGINEER will be required to maintain strict review of progress of the PROJECT's construction. A monthly time report shall be submitted to the CITY ENGINEER and to the CONTRACTOR. The monthly report will be dated the Monday following the reported period, delivered via fax or regular mail, and postmarked to the CONTRACTOR on the same date.

Any discrepancies between the CONTRACTOR and the ENGINEER regarding the monthly work day charge must be resolved immediately. Discrepancies not resolved within ten (10) working days of the original report date shall be documented by the ENGINEER and delivered to the CITY ENGINEER. At this time, the CITY ENGINEER will intervene and resolve the dispute. The CITY ENGINEER's resolution shall be accepted by and binding on both the ENGINEER and the CONTRACTOR. If the CONTRACTOR has not informed the ENGINEER in writing of any disagreement with the monthly work day charge within ten (10) work days of the original report date, such monthly work day charge shall be deemed accepted by the CONTRACTOR. No subsequent complaint will be allowed. When the work has been stopped by reasons beyond the CONTRACTOR's control, such as weather, unacquired right-of-way, utility obstructions, etc., it will be the duty of the ENGINEER to notify the CONTRACTOR when work can resume. It will then be the duty of the CONTRACTOR to notify the ENGINEER of the time and location work on the PROJECT will resume.

- b. The ENGINEER will provide daily updates including progress photos to a text message group provided by the CITY.
- c. The ENGINEER will review the CONTRACTOR's schedule and ensure it is updated weekly and provided to the CITY.

5. PROJECT Closeout

- a. "As Built" plans that clearly delineate any changes from the original "As Bid" plans shall be submitted to the CITY ENGINEER within thirty (30) working days of the acceptance for maintenance of the PROJECT. One bound copy of all test reports for the PROJECT will be submitted with these plans. The "As-Built" plans with any changes from "As Bid" plans shall be prepared and submitted the PROJECT ENGINEER.
- b. All final quantities shall be prepared and all necessary supporting information shall be submitted with the "As Built" plans to the CITY ENGINEER. This information, including copies of the daily diary and calculations by which the final quantities were determined shall be submitted in accordance with the STANDARD SPECIFICATIONS. ENGINEER shall submit to the CITY all documentation required for PROJECT closeout as outlined in Exhibit E.

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

A. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this Agreement..

B. This CONTRACT may be terminated by the City for any reason, with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Section V.A, "Contracted Services". The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the PROJECT for more than ninety (90) consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.

C. The CITY and the ENGINEER each binds itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this CONTRACT. Engineer shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the CITY; which such consent shall be granted or denied solely at CITY'S discretion.

D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of construction of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first. The CONTRACT time may be extended by mutual agreement between the CITY and the ENGINEER, provided that nothing contained in this CONTRACT will be deemed to

limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.

E. The ENGINEER shall reimburse the CITY for attorney's fees incurred due to any breach by ENGINEER of its obligations under the terms of this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this Agreement notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section V shall be made *only* in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the ENGINEER for such work performed shall be compensated at the rates stated in the Engineer's Hourly Rates, which is incorporated into this Agreement as Exhibit C. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the CITY ENGINEER.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the ENGINEER, as compensation for such professional engineering services, as shown in the Engineer's Hourly Rates in Exhibit C and as authorized by the CITY as follows:

1. It is mutually agreed that compensation to the ENGINEER will be as follows:
 - a. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform Design Phase services through 30%, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A through 30% of this CONTRACT shall not exceed \$12,560.00 (Twelve Thousand Five Hundred Sixty Dollars and Zero Cents).
 - b. Based on the results of the 30% submittal review, ENGINEER shall perform Design Phase services through 60%, in accordance with the schedule and appropriate portion of Section III.A of this Agreement. Payment for work performed in Section III.A through 60% Design completion shall not exceed \$40,000.00 (Forty Thousand Hundred Dollars and Zero Cents).
 - c. Based on the results of the 60% submittal review, ENGINEER shall perform Design Phase services through 90%, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A through 90% of this CONTRACT shall not exceed \$8,000.00 (Eight Thousand Dollars and Zero Cents).
 - d. Based on the results of the 90% submittal review, ENGINEER shall complete the 100% design and perform Pre-Bid to Pre-Construction Phase services in accordance with Section III.A and III.B of this CONTRACT. Payment for work performed in Section III.A through 100% Design of this CONTRACT shall not exceed \$5,000.00 (Five Thousand Dollars and Zero Cents). Payment for work performed in Section III.B of this CONTRACT

shall not exceed \$1,500.00 (One Thousand Five Hundred Dollars and Zero Cents).

- e. Upon letting of the contract for construction of this PROJECT, compensation to the ENGINEER shall continue to be based on work performed and documented but shall be limited to the percentage completion of the construction, which such percentage of completion shall be determined by the CITY ENGINEER. The ENGINEER's invoice shall be submitted with the CONTRACTOR'S monthly estimate. Full payment cannot be paid to the ENGINEER until all close out documents have been received and retainage is released to the CONTRACTOR. See Exhibit E for requirements for closing the PROJECT. The Fee Disbursement Schedule attached hereto as Exhibit D, sets out the maximum amount to be disbursed for work performed under Section III, and will be based on the hourly rates in Exhibit C, unless otherwise authorized by the CITY in its sole discretion. Payment for work performed in Section III of this Agreement shall not exceed \$118,695.00 (One Hundred Eighteen Thousand Six Hundred Ninety-Five Dollars and Zero Cents).
- f. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.

B. ADDITIONAL SERVICES

- 1. Following award of the Agreement, the CITY shall pay the ENGINEER the expense of additional services, if requested by the CITY, in writing with a NOTICE TO PROCEED. Additional services, if initiated, shall be based on the hourly rates in EXHIBIT C and shall not exceed \$5,000.00 (Five Thousand Dollars and No Cents).
- 2. In the event of termination of this Agreement due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

C. LIMITATIONS OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases) to be paid the ENGINEER associated with the above mentioned PROJECT shall not exceed \$123,695.00 (One Hundred Twenty-Three Thousand Six Hundred Ninety-Five Dollars and Zero Cents).

VI. INDEMNITY AND INSURANCE REQUIREMENTS

- A. **INDEMINIFICATION:** The ENGINEER shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require ENGINEER to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

STANDARD OF PERFORMANCE:

ENGINEER shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

- B. **INSURANCE-** For the duration of this Agreement,ENGINEER shall maintain the following minimum amounts for each Project:

1. **Professional Liability Insurance:**

Professional Liability Insurance including design with the limits not less than \$1,000,000 per claim.

2. **Workers' Compensation/Employer's Liability:**

- a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
- b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

- c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

3. Comprehensive General Liability Insurance:

- a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by ENGINEER.
- b. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.
- c. General Aggregate Limit shall apply on a "Per Project" Basis.

4. Automobile Liability Insurance:

- a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

5. Excess/Umbrella Liability Insurance

- a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
- b. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

- 1. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
- 2. Additional Insured - All policies of insurance, except Workers Compensation and Professional Liability Insurance, shall be endorsed to name City of Mobile as an Additional Insured.
- 3. Primary Insurance - All policies of insurance, except Workers Compensation and Professional Liability Insurance, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.
- 4. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

5. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

VII. E-VERIFY

By signing this contract, the contracting parties affirm, for the duration of the CONTRACT, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the CONTRACT and shall be responsible for all damages resulting therefrom.

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by CITY under this contract is City Capital Funds and PAYGO. Said funds are on hand at the time of the execution of this CONTRACT.

IX. PROHIBITION OF BOYCOTTING

By signing this CONTRACT, the ENGINEER represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

X. ANTI-DISCRIMINATION CLAUSE

The ENGINEER shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under this CONTRACT be awarded to socially and economically disadvantaged individuals and business entities.

XI. GOVERNING LAW AND VENUE

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

XII. TRIMBLE UNITY CONSTRUCT

The City utilizes Trimble Unity Construct (TUC), formerly called e-Builder, as its project management system. TUC is a secure data collection site: <https://app.e-builder.net>. ENGINEER shall use TUC as an essential component to project management with the City of Mobile.

CITY OF MOBILE, A Municipal Corporation

By: _____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk
Print: _____

MCCRORY & WILLIAMS, INC.

By: Carah Vuncannon

Print: CARAH VUNCANNON

Its: President

Address: 3207 International Dr.
Suite G
Mobile, AL 36606

Telephone: 251-476-4720

STATE OF ALABAMA
CITY OF MOBILE

I, MARY JANE DONOGHUE a Notary Public in and for said State and County, hereby
certify that CARAH VUNCANNON, whose name as President of
MCCRORY & WILLIAMS, INC. is signed to the foregoing conveyance and who are known
to me acknowledged before me on this day, that, being informed of these contents of
the conveyance, he as such officer and with full authority, executed the same voluntary
on the day the same bears date.

Given under my hand and notarial seal on this the 6th day of MARCH, 20 25



Mary Jane Donoghue
NOTARY PUBLIC

My Commission Expires: 9-10-2028

EXHIBIT A: PROJECT LOCATION

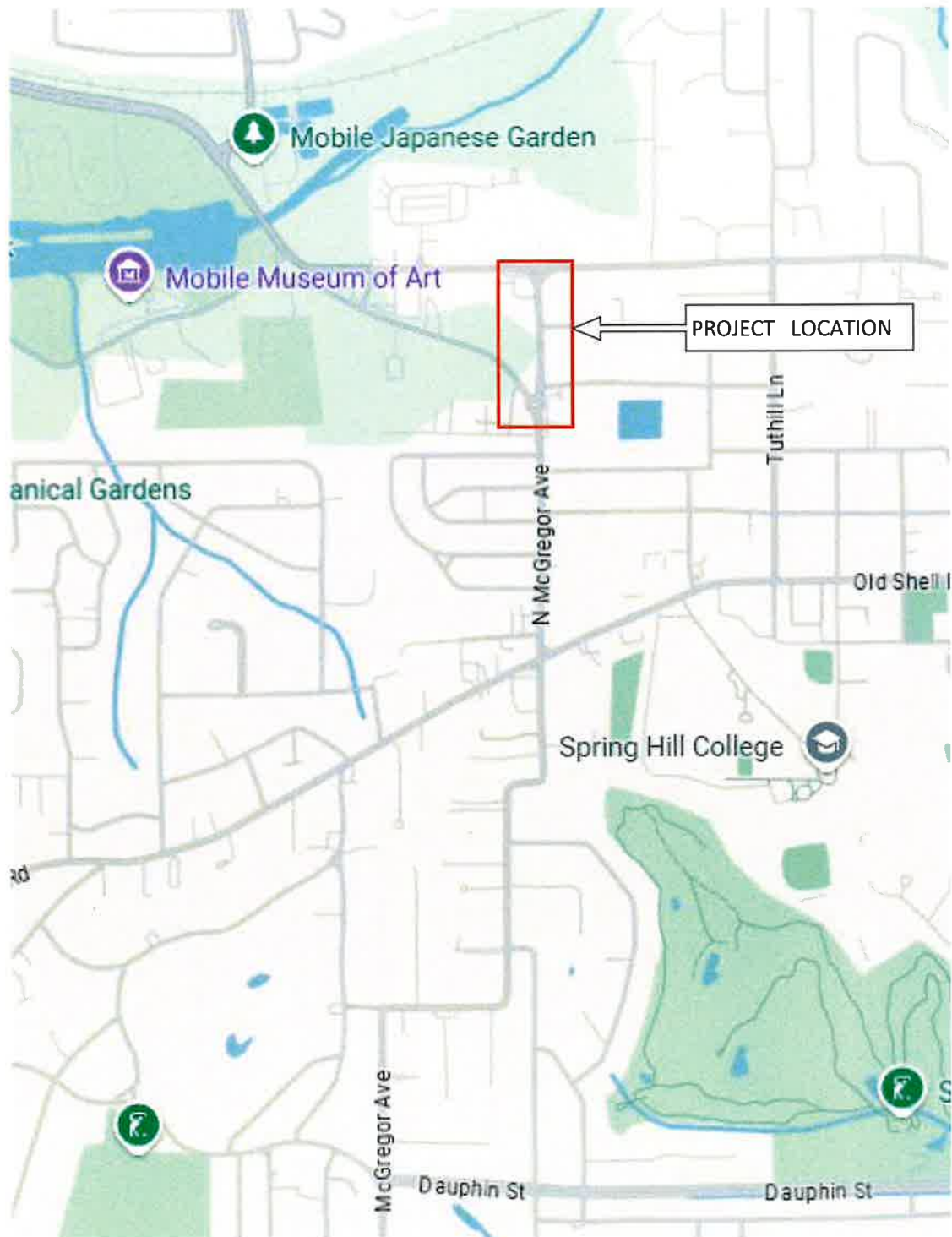


EXHIBIT B: PROJECT ESTIMATE

PROJECT – (See Exhibit A for location.) **N. McGregor Reconstruction (Roundabout to Springhill Ave.),** City of Mobile Project No. **2025-3005-20.**

ESTIMATED PROJECT COST - Construction of the PROJECT is estimated to be \$1,325,225.00 **[One Million, Three Hundred Twenty-Five Thousand Two Hundred Twenty-five Dollars and No Cents].**

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST - Total fees (design, bidding, and construction phases) to be paid the ENGINEER shall not exceed \$118,695.00 **[One Hundred Eighteen Thousand Six Hundred Ninety-five Dollars and No Cents],** unless authorized by the CITY.

CITY DISTRICT: District 7

EXHIBIT C: FEE SCHEDULE

ENGINEER'S SUMMARY OF HOURLY RATES

McCrary Williams
INCORPORATED
Engineers Surveyors

HOURLY RATE SCHEDULE 2025

PRINCIPAL	\$175.00 PER HOUR
PROFESSIONAL ENGINEER / PROJECT MANAGER	\$160.00 PER HOUR
PROJECT ENGINEER / SENIOR ENGINEER	\$150.00 PER HOUR
PROFESSIONAL LAND SURVEYOR	\$145.00 PER HOUR
ENGINEER	\$130.00 PER HOUR
ENGINEERING INTERN / SENIOR ENGINEERING TECHNICIAN	\$110.00 PER HOUR
SENIOR CADD TECHNICIAN / EASEMENT TECHNICIAN	\$85.00 PER HOUR
ENGINEERING TECHNICIAN	\$100.00 PER HOUR
SENIOR SURVEY TECHNICIAN	\$85.00 PER HOUR
SURVEY TECHNICIAN / SURVEY CADD TECHNICIAN	\$70.00 PER HOUR
SENIOR CONSTRUCTION REPRESENTATIVE	\$95.00 PER HOUR
CONSTRUCTION REPRESENTATIVE	\$85.00 PER HOUR
<u>SURVEY CREW</u>	
2-MAN CREW	\$135.00 PER HOUR
3-MAN CREW	\$165.00 PER HOUR
4-MAN CREW	\$185.00 PER HOUR
5-MAN CREW	\$220.00 PER HOUR
CLERICAL	\$70.00 PER HOUR
MILEAGE	\$.70 PER MILE

EXHIBIT D: ENGINEER'S FEE DISBURSEMENT SCHEDULE

Design Phase & Pre-Bid to Pre-Construction Phase:

Engineering Design & Bidding.....	\$ 41,090.00
Survey and Easement Preparation.....	\$ 2,520.00
Signalization.....	\$ 18,450.00
Lighting Design.....	\$ 5,000.00

Total Design Phase Not to Exceed.....\$ 67,060.00

Construction Phase\$51,635.00

Base Contract Amount Not to Exceed **\$ 118,695.00**

Additional Services (If requested in writing by the City Engineer).....\$ 5,000.00

Total Contract Amount including Additional Services **\$ 123,695.00**

EXHIBIT E: PROJECT CLOSEOUT CHECKLIST

The following items must be submitted to the CITY for PROJECT closeout:

- Engineers Field Book
- Pictures of PROJECT site before, during & after construction
- As-built Drawings
- Copy of Contract Documents:
 - Advertisement for Bids
 - Instructions to Bidders
 - Contractor Proposal
 - Contractor Bid Bond
 - Contractor Labor & Materials Bond
 - Contractor Performance Bond
 - Certificate of Contractor's & Subcontractor's Insurance
 - Special Provisions
 - Articles of Agreement
 - Supplemental Specifications
 - PROJECT Sign Detail
 - Addendums
- INSPECTOR 's Daily Reports
- Correspondence affecting Construction
- Quantity & Payment Documentation
 - Documents showing final quantities & payment
 - Product Specifications, if applicable
- All Haul Tickets
 - Separated by pay items & date. Then labeled with date, pay item #, total quantity for that day, & total quantity to date.
- All Test Reports
- CADD files of drawings
- Pdf's of drawings
- Over run/Under run Report

EXHIBIT F: INSURANCE CERTIFICATIONS

Below is an example of a certificate of insurance (COI). Please note the verbiage in the "Description" area. Each COI must have this stated.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A:	
	INSURER B:	
	INSURER C:	
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC					PRODUCTS - COMP/OP AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO					BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	☐ OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N				PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ N / A				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

Project Name:
Project Number: 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER

CANCELLATION

City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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EXHIBIT G: SUBCONTRACTING PLAN,
E-VERIFY AFFIDAVIT,
E-VERIFY REGISTRATION PRINTOUT,
DBE UTILIZATION REPORT,
SECRETARY OF STATE REGISTRATION

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared CARAH VUCCANNON (affiant) who, being duly sworn says as follows:

President/CEO of McCRORY & WILLIAMS, INC.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as President for McCRORY & WILLIAMS, INC. that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

I further attest that said McCRORY & WILLIAMS, INC. enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 521538.

Carah Vuccannon

CEO of McCRORY & WILLIAMS, INC.

Sworn to and subscribed before me this the 6th day of MARCH, 2025.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Mary Jane Donoghue
Signature and Seal of Notary Public



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org

or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR: <i>McCreary & Williams, Inc.</i>		Certified DBE: ☒ YES ☐ NO	Contract Start Date:
DESCRIPTION: <i>N. McGregor Reconstruction (Grand Avenue to Springhill Ave.)</i>		Estimated Completion Date: <i>2025-3005-20</i>	
This report is for the month of: <i>JAN</i> ☐ <i>FEB</i> ☐ <i>MARCH</i> ☐ <i>APR</i> ☐ <i>MAY</i> ☐ <i>JUNE</i> ☐ <i>JULY</i> ☐ <i>AUG</i> ☐ <i>SEPT</i> ☐ <i>OCT</i> ☐ <i>NOV</i> ☐ <i>DEC</i> ☐ <i>FINAL</i> ☐			
Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile
\$ <i>123 695.00</i>	\$	\$	\$
Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.			
DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT
		\$	\$
		\$	\$
		\$	\$
		\$	\$
TOTALS		\$	\$
			OFFICE USE ONLY (Verification)

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: *CARAH VANCEMAN*

SIGNATURE: *Carah Vanceman* President (Title)

03/26/2025 (Date)



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archimede.kidd@cityofmobiles.org
251 208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	McGregor & Williams LLC
Address	3207 INTERNATIONAL DRIVE, SUITE G MOBILE AL 36606
Telephone	251-476-4720
E-Mail	cvuncannon@mcwinc.com

RFP/RFQ Solicitation Number	2025-3005-20
Project Description	N. McGREGOR RECONSTRUCTION (Roundabout to Springhill Ave.)
Is your company a DBE company?	Yes ☒ No ☐
Work force demographics	Male 20 Female 6 Minority 3 Non-minority 23 SDVO
Total # of Employees	26

Subcontractor/Major Supplier Plan submitted by:

Printed Name: CARAH VUNCANNON
Signature: Carah Vuncannon Date: 3/6/2025
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: SANTA FINCH Title: DBE COORDINATOR
Email: Sfinch@mcwinc.com Phone: 251-476-4720

Subcontracting and Major Supplier Plan

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

205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd)

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

Please Print Company McCrory & Williams Bid/Proposal Amount \$

Our Bid/Proposal Amount \$ 123,695.00

Date: 3/6/2025

03 / 06 / 2025	Description	2025-2005-20 N. McCreese Reconst Auction (Roundabout + 5A Ringh. 11 Ave.)
	Name of Bidder/Proposer:	Sean M. Estes McCrory & W. H. Ames Inc.

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

[illegible]



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder:

MCCRARY & WILLIAMS, INC

Contact Person:

SEAN ESTES

Phone 251-476-4720 Email sesles@mcwinc.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 (Y)	NO (N)	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.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

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

CONTRACT RECORDS:

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

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

Section 2(B)

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/03/2025

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	CONTACT NAME: Jackie Murk		
RSC Insurance Brokerage, Inc.	PHONE (A/C, No, Ext):	FAX (A/C, No):	
2081 Columbiana Road	E-MAIL ADDRESS: jmurk@risk-strategies.com		
Birmingham	AL 35242	INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Beazley America Insurance Company, Inc.	16510
INSURED		INSURER B:	
McCrary & Williams, Inc.		INSURER C:	
3207 International Dr.		INSURER D:	
Suite G		INSURER E:	
Mobile	AL 36606	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	CLAIMS-MADE ☐ OCCUR ☐						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	POLICY ☐ PROJECT ☐ LOC ☐						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO ☐						BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY ☐						BODILY INJURY (Per accident) \$
	HIRED AUTOS ONLY ☐						PROPERTY DAMAGE (Per accident) \$
	SCHEDULED AUTOS ☐						\$
	NON-OWNED AUTOS ONLY ☐						
	UMBRELLA LIAB ☐						EACH OCCURRENCE \$
	EXCESS LIAB ☐						AGGREGATE \$
	DED ☐ RETENTION \$ ☐						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐		N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		Y	C19478241001	08/08/2024	08/08/2025	Each Claim \$2,000,000 Aggregate \$2,000,000

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

Re: Project #2025-3005-20 - North McGregor Reconstruction (Roundabout to Springhill Ave.)

Waiver of Subrogation applies in favor of City of Mobile.

Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

These provisions must be required and accepted by the insured in written contract or agreement.

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile P.O. Box 180249 Mobile	AL 36618-0249	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/03/2025

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  Lad Drago Insurance and Financial Services 7623 Spanish Fort Blvd Spanish Fort AL 36527	CONTACT NAME: Lad Drago PHONE (A/C, No, Ext): 251-626-1237 FAX (A/C, No): 251-243-4174 E-MAIL ADDRESS: Lad@LadDragoInsurance.com																					
INSURED McCrory & Williams Inc 3207 International Drive Suite G Mobile AL 36606	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>State Farm Mutual Automobile Insurance Company</td><td>25178</td></tr><tr><td>INSURER B:</td><td>State Farm Fire and Casualty Company</td><td>25143</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	State Farm Mutual Automobile Insurance Company	25178	INSURER B:	State Farm Fire and Casualty Company	25143	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	93-B1-Y007-7	08/08/2024	08/08/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	413 5975-ENOL 593 3851-C10-01C 576 6063-D01-01E 599 0870-B21-01A	09/06/2024 09/10/2024 10/01/2024 08/21/2024	09/06/2025 09/10/2025 10/01/2025 08/21/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			93-38-0297-8	08/08/2024	08/08/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	93-B7-T512-6	08/08/2024	08/08/2025	☒ PER STATUTE ☐ OTH-ER \$ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	AUTOMOBILE LIABILITY Autos (Additional Policies)	Y	Y	4135975, 3926159, 5913103	10/10/2024	10/10/2025	Combined Single Limit 1,000,000

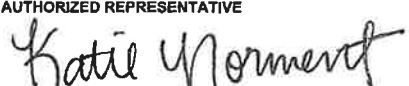
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Product Description: North McGregor Reconstruction (Roundabout to Springhill Ave)

Project No: 2025-3005-20

City of Mobile is included as an additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory, Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment)

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile PO 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  
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Company ID Number: 521538

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and McCrorry & Williams, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed

Company ID Number: 521538

by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and

Company ID Number: 521538

Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo

Company ID Number: 521538

and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer

Company ID Number: 521538

uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-

Company ID Number: 521538

Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,

Company ID Number: 521538

whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with

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Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it

Company ID Number: 521538

determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

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ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

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D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



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To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer **McCrory & Williams, Inc.**

Teresa Dorriety

Name (Please Type or Print)

Title

Electronically Signed

Signature

03/16/2012

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

03/16/2012

Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: **McCrory & Williams, Inc.**

Company Facility Address: **3207 International Drive, Suite G**

Mobile, AL 36606

Company Alternate
Address:

County or Parish: **MOBILE**

Employer Identification
Number: **630697109**



Company ID Number: 521538

North American Industry
Classification Systems
Code: **541**

Administrator:

Number of Employees: **20 to 99**

Number of Sites Verified
for: **2**

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- ALABAMA 2 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: **Teresa B Dorriety**
Telephone Number: **(251) 476 - 4720**
E-mail Address: **tdorriety@mcwinc.com**

Fax Number: **(251) 476 - 4721**

State of Alabama



Board of Licensure for Professional Engineers and Land Surveyors

This is to certify that

MCCRORY & WILLIAMS INC

Having given satisfactory evidence of the necessary qualifications required by law has been duly certificated and is hereby issued Certificate of Authorization

LSCA89

authorizing the firm to provide or offer to provide

LAND SURVEYING

services in the State of Alabama through individual licensed professional licensees as agents, employees, officers or partners.

This certificate requires the firm to operate in the State of Alabama as

MCCRORY & WILLIAMS INC

In testimony whereof witness the signature of the Executive Director under seal of the board on 1/2/2024

William R. Huett

Executive Director

State of Alabama



Board of Licensure for Professional Engineers and Land Surveyors

This is to certify that

MCCRORY & WILLIAMS INC

Having given satisfactory evidence of the necessary qualifications required by law has been duly certificated and is hereby issued Certificate of Authorization

ECA275

authorizing the firm to provide or offer to provide

ENGINEERING

services in the State of Alabama through individual licensed professional licensees as agents, employees, officers or partners.

This certificate requires the firm to operate in the State of Alabama as

MCCRORY & WILLIAMS INC

In testimony whereof witness the signature of the Executive Director under seal of the board on 1/2/2024

William R. Huett

Executive Director



Alabama Secretary of State



McCrory & Williams, Inc.	
Entity ID Number	000-038-882
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	09/09/1975
Registered Agent Name	WILLIAM E. WILKERSON
Registered Office Street Address	3207 INTERNATIONAL DR., SUITE G MOBILE, AL 36606-3037
Registered Office Mailing Address	3207 INTERNATIONAL DR., SUITE G MOBILE, AL 36606-3037
Nature of Business	CONSULTING ENGINEERS
Capital Authorized	\$11,000
Capital Paid In	\$2,000
Incorporators	
Incorporator Name	MCCRORY, WILLIAM C
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	WILLIAMS, RICHARD J
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	MCCRORY, MARY PEAVY
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004

McCrory & Williams, Inc.	
	2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Transactions	
Transaction Date	06/10/1977
Legal Name Changed From	McCrory & Associates, Incorporated
Transaction Date	12/15/1997
Registered Agent Changed From	* Added
Transaction Date	04/19/1999
Capital Amounts Changed From	\$1,000 Authorized \$1,000 Paid In
Transaction Date	04/19/1999
Miscellaneous Filing Entry	CANCELLATION OF REACQUIRED SHARES
Transaction Date	08/17/2021
Registered Agent Changed From	WILLIAMS, RICHARD J 2477 COMMERCIAL PARK DR MOBILE, AL 36606
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	12/15/1997 Registered Agent Change 3 pgs.
Document Date / Type / Pages	04/19/1999 Capital Amounts Change 3 pgs.
Document Date / Type / Pages	04/19/1999 Miscellaneous Entry 2 pgs.
Document Date / Type / Pages	08/17/2021 Registered Agent Change 2 pgs.

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THE
ALABAMA DEPARTMENT OF
ECONOMIC AND COMMUNITY AFFAIRS
OFFICE OF MINORITY BUSINESS ENTERPRISE
FOR THE
STATE OF ALABAMA
GOVERNOR KAY IVEY



Hereby Declares That

MCCRORY & WILLIAMS, INC.

Mobile, Alabama

has been certified as a woman-owned
business in The State of Alabama.

Given under my hand, at the City of Montgomery,
this the 27th day of August in the year of our Lord 2024.


Kenneth W. Boswell, Director ADECA

Certificate No. WBE-0824240-141-R2 (Female) This designation expires two years from the above date.



CAPITAL CONTRACT SUMMARY SHEET

N/A



AGENDA ITEM SUMMARY SHEET

Agenda of: April 8, 2025

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt
Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:

William Stimpson, Mayor
Gina Gregory, Councilmember

Purpose and Scope of Project:

Accept an Easement for Recreational Purpose, from Louis J. Naman and Marsha Ann Naman, for Segment 2, Tract 5-1, of the Three Mile Creek Greenway Trail Project.

Amount of Contract:

N/A

Funding Source

N/A

ATTACHMENTS:

1. RESOLUTION NAMAN Tract 5
2. CoverLetter_3MC Greenway_Naman Easement
3. ESMNT RECREA-TRACT 5-NAMAN SIGNED

REVIEWERS:

Lana Gauthier
Lana Gauthier

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember Gina Gregory

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
MOBILE, ALABAMA** that the City hereby accepts an Easement for Recreational
Purpose, from Louis J. Naman and Marsha Ann Naman, for Segment 2, Tract 5-1 of the
Three Mile Creek Greenway Trail Project.

SAID DOCUMENT is by reference made a part of this resolution as fully as if
set forth herein and copies will be on file in the office of the City Clerk and in the office
of the Real Estate Department of the City of Mobile.

Adopted:

City Clerk



March 26, 2025

Dear Councilmembers:

Attached to this memo is an easement for recreational purpose between the City of Mobile and Louis J. Naman and Marsha Ann Naman, to provide access for a future section of the Three Mile Creek Greenway Trail.

The Mobile Greenway continues to evolve our transportation infrastructure and is a part of a larger vision to transform the City of Mobile into a more connected and livable community. The objectives of this project are to increase the walkability and enhance both biking and pedestrian safety by connecting residential areas and citizens to the surrounding parks, schools, churches and commercial areas.

This easement follows a permanent easement granted to MAWWS for a service road that this section of the trail will be built on top of. "Exhibit A" contains the legal description for the permanent easement. "Exhibit B" is a drawing showing the location of the permanent easement.

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

Respectfully,

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

Jennifer Greene
Director, Programs and Project Management
Public Works

EASEMENT FOR RECREATIONAL PURPOSE

STATE OF ALABAMA)

COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **Louis J. Naman and Marsha Ann Naman, husband and wife** (herein referred to as “GRANTORS”) for and in consideration of the amount of One and No/100 (\$1.00) Dollar, cash in hand paid to the undersigned by the **CITY OF MOBILE, ALABAMA**, a municipal corporation, (hereinafter referred to as “GRANTEE”), receipt of which is hereby acknowledged, and for the further consideration of the general benefit which will accrue to the neighborhood, to the public generally and to its property, do **HEREBY, GIVE, GRANT, BARGAIN, SELL AND CONVEY** unto the GRANTEE, its successors and assigns, exclusively and perpetually, full and free right, liberty and authority to enter upon and to construct, operate and maintain for public active or passive use, a greenway, recreational trail, park, or other such recreational improvements as deemed necessary and appropriate by GRANTEE, including but not limited to paving, signage, benches, restroom facilities, bicycle racks and wastebaskets, over, under and across the following described land:

SEE “EXHIBIT A” ATTACHED HERETO AS SHOWN ON “EXHIBIT B”

It is understood between the parties that the rights in and to the above-described property which GRANTORS are relinquishing by this instrument include, but are not limited to, the right to plant and grow shade and ornamental trees on said property, and the right to place any structure, vehicle or other personal property on any part of the property above described, either temporarily or permanently. It is understood by the parties that both GRANTORS and GRANTEE fall within the provisions and protections of Alabama Code Sections 35-15-1 et seq and 35-15-20 et seq.

TO HAVE AND TO HOLD, the said easement unto GRANTEE, its successors and assigns, for so long as GRANTEE, its successors and assigns, shall continue to use the easement for such purposes. And for and in consideration of the above, GRANTORS hereby release said City of Mobile from all consequential damages, present or prospective to the property of the GRANTORS, arising out of construction, maintenance or repair of said easement.

This easement is made subject to any and all liens, encumbrances, easements, rights of way and all other matters recorded in the office of the Judge of Probate, Mobile County, Alabama.

IN WITNESS WHEREOF, this instrument is executed this the _____ day of March, 2025.

GRANTORS:

Louis J. Naman

By: Louis J. Naman

Marsha Ann Naman

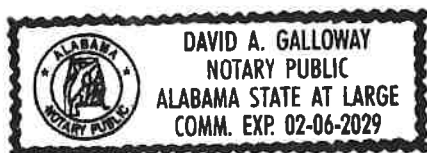
By: Marsha Ann Naman

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, David A. Galloway, the undersigned Notary Public in and for said County, in said State, hereby certify that Louis J. Naman and Marsha Ann Naman, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument and with full authority, have executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office this 25 day of March, 2025.



David A. Galloway
Notary Public, State of AL
My Commission Expires: 2-6-29

Grantors:
Louis J. Naman and Marsha Ann Naman
3300 Schillinger Rd. S., Apt. 1
Mobile, AL 36695

Grantee:
City of Mobile
P.O. Box 1827
Mobile, AL 36633

This instrument prepared by
City of Mobile
Real Estate Department
P.O. Box 1827
Mobile, AL 36633

EXHIBIT "A"**Easement Segment 2-Tract 5-1
Mobile Greenway Initiative****TRACT 5 PARCEL 1 PERMANENT EASEMENT DESCRIPTION:**

COMMENCING AT THE SOUTHWEST CORNER OF LOT 4, BLOCK 5, OAK LANE DRIVE SUBDIVISION SECTION 12, TOWNSHIP 4 SOUTH, RANGE 2 WEST AS RECORDED IN MAP BOOK 9, PAGE 22 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 88°51'16" WEST, ALONG THE GRANTORS SOUTH PROPERTY LINE 7.05 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE SOUTH 88°51'16" WEST, ALONG SAID GRANTORS SOUTH PROPERTY LINE 82.20 FEET; THENCE DEPARTING SAID SOUTH LINE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 680.00 FEET, AN ARC DISTANCE OF 67.49 FEET (THE CHORD BEARS NORTH 67°51'07" WEST, AND MEASURES 67.46 FEET); THENCE RUN SOUTH 19°05'39" WEST, 14.97 FEET; THENCE RUN NORTH 71°14'29" WEST, 25.00 FEET; THENCE RUN NORTH 19°05'39" EAST, 15.00 FEET; THENCE RUN NORTH 71°14'29" WEST, 15.83 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 230.00 FEET, AN ARC DISTANCE OF 62.08 FEET (THE CHORD BEARS NORTH 78°58'24" WEST, AND MEASURES 61.89 FEET); THENCE RUN NORTH 86°42'19" WEST, 196.46 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 720.00 FEET, AN ARC DISTANCE OF 51.25 FEET (THE CHORD BEARS NORTH 84°39'58" WEST, AND MEASURES 51.24 FEET); THENCE RUN NORTH 82°37'38" WEST, 132.56 FEET TO THE GRANTORS WEST PROPERTY LINE; THENCE RUN NORTH 0°41'15" WEST, 40.40 FEET; THENCE RUN SOUTH 82°37'38" EAST, 138.22 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 680.00 FEET, AN ARC DISTANCE OF 48.40 FEET (THE CHORD BEARS SOUTH 84°39'58" EAST, AND MEASURES 48.39 FEET); THENCE RUN SOUTH 86°42'19" EAST, 140.80 FEET; THENCE RUN NORTH 3°17'41" EAST, 5.00 FEET; THENCE RUN SOUTH 86°42'19" EAST, 10.00 FEET; THENCE RUN SOUTH 3°17'41" WEST, 5.00 FEET; THENCE RUN SOUTH 86°42'19" EAST, 45.66 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 270.00 FEET, AN ARC DISTANCE OF 72.87 FEET (THE CHORD BEARS SOUTH 78°58'24" EAST, AND MEASURES 72.65 FEET); THENCE RUN SOUTH 71°14'29" EAST, 34.35 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 720.00 FEET, AN ARC DISTANCE OF 152.24 FEET (THE CHORD BEARS SOUTH 65°11'02" EAST, AND MEASURES 151.96 FEET) TO THE POINT OF BEGINNING AND CONTAINING 0.56 ACRES MORE OR LESS.



AGENDA ITEM SUMMARY SHEET

Agenda of: April 8, 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. PY 2025-26 Action Plan Resolution

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored By: Mayor William S. Stimpson and Councilor Cory Penn

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Action Plan for 2025 is hereby adopted. Said Plan shall direct resources to develop a viable urban community by providing decent affordable housing and a suitable living environment along with expanding economic opportunities for low and moderate-income persons. Said Action Plan is the second installment within the City's overall five-year "2023-2027 Consolidated Housing and Community Development Plan," and establishes projects for the next Program Year from May 1, 2025 through April 30, 2026, to be funded with assistance from the following three programs which are funded by the U.S. Department of Housing and Urban Development (HUD): Community Development Block Grants (CDBG), HOME Investment Partnership Grants (HOME), and Emergency Solutions Grants (ESG). This funding being authorized and permitted to be drawn on a first in first out accounting basis. The City followed its HUD and City Council approved Citizen Participation Plan throughout the process.

BE IT FURTHER RESOLVED that the Mayor, or his designee, is authorized to act on behalf of the City of Mobile in the filing of this plan with HUD, and that this authorization extends to the execution of all required certifications and to all other actions required to obtain referenced Federal funds. The Mayor, or his designee, is further authorized to execute Subrecipient Agreements, Conditional Commitment Letters, Developer Agreements, Administrative Agreements, Loan Agreements, and associated security documents on behalf of the City in accordance with the funding recommendations attached herein as Exhibit 1.

A copy of this Plan shall remain on file in the office of the City Clerk.

Adopted:

Lisa C. Lambert, City Clerk

EXHIBIT 1



2025 Program Year Action Plan

PY 2025-2026 ACTION PLAN PROJECTS AND COMMUNITY PARTNERS

Community Development Block Grant (CDBG)

City of Mobile Programs

HUD Category

Administration (City of Mobile)	Administration	623,400
Section 108 Payment	Loan Repayment	220,000
Float Loan Program	Various Eligibilities	1,000,000
Housing Rehabilitation	Decent Housing	1,018,786
Microenterprise Loan Program	Economic Opportunity	50,000
Blight Removal	Decent Housing	450,000
SUBTOTAL – CITY OF MOBILE PROGRAMS		3,362,186

Community Development Block Grant (CDBG)

Public Services

HUD Category

Proposed allocation in companion resolution	Public Services	30,000
Dearborn YMCA	Public Services	10,000
Dumas Wesley Community Center	Public Services	15,000
Legal Services of Alabama-Fair Housing	Public Services	45,000
Districts 1, 2, and 3 Food Pantry Program	Public Services	45,000
Legal Services of Alabama-Will Program	Public Services	45,000
Mobile Area Interfaith Conference	Public Services	20,000
Ozanam Charitable Pharmacy	Public Services	45,000
VIA Senior Services	Public Services	15,000
VIA Volunteer Guardian Program	Public Services	15,000
United Methodist Inner City Mission	Public Services	43,000
SUBTOTAL – PUBLIC SERVICES		328,000

TOTAL ANTICIPATED CDBG FUNDING \$ 3,690,186

Emergency Solutions Grant (ESG)

HUD Category

Administration (City of Mobile)	Administration	15,500
Legal Services of Alabama	Homeless Prevention	67,513
McKemie Place	Emergency Shelter	28,000
Family Promise	Emergency Shelter	30,000
Penelope House Family Violence Center	Emergency Shelter	40,000
Franklin Primary Health Center	Street Outreach	26,000

TOTAL ANTICIPATED ESG FUNDING \$ 207,013

HOME Investment Partnership Program (HOME) &

City of Mobile and Developers

HUD Category

Administration (City of Mobile)	Administration	99,350
Homebuyer Activities--(TBD)	Decent Housing	150,000
Affordable Housing--Homebuyer/Rental Activities (TBD)	Decent Housing	744,157

TOTAL ANTICIPATED HOME FUNDING \$ 993,507

SUMMARY: 2024-2025 ANTICIPATED HUD FUNDING

Community Development Block Grant (CDBG)	\$ 3,690,186
Emergency Solutions Grant (ESG)	\$207,013
HOME Investment Partnership Program (HOME)	\$993,507
GRAND TOTAL	\$ 4,890,706



AGENDA ITEM SUMMARY SHEET

Agenda of: April 8, 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. Resolution for Council Boys and Girls PY 2025

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored By: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Action Plan for 2025 adds the below public service provider.

Public Services	HUD Category	
Boys and Girls	Public Services	30,000
SUBTOTAL – ADDITIONAL PUBLIC SERVICES		30,000

BE IT FURTHER RESOLVED that the Mayor, or his designee, is directed and authorized to act on behalf of the City of Mobile in the filing of the plan with HUD, and that this authorization extends to the execution of all required certifications and to all other actions required to obtain referenced Federal funds. The Mayor, or his designee, is further authorized to execute Subrecipient Agreements, Conditional Commitment Letters, Developer Agreements, Administrative Agreements, Loan Agreements, and associated security documents on behalf of the City in accordance with the funding recommendations as described.

A copy of the Plan shall remain on file in the office of the City Clerk.

Adopted:

Lisa C. Lambert, City Clerk

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 3300 Knollwood Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted **March 5, 2025**, a public hearing will be held on the **8th** day of **April**, 2025, at 10:30 a.m., to consider adoption of an ordinance for the proposed rezoning of property located at 3300 Knollwood Drive from R-1, Single-Family Residential Suburban District, and B-1, Buffer Business Suburban District, to R-3, Multi-Family Residential Suburban District.

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

Lisa C. Lambert
City Clerk

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

Sponsored by: Councilmember Josh Woods

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 A CAPPED REBAR AT THE SOUTHEAST CORNER OF LOT 1, THE KNOLLWOOD PLACE, AS RECORDED IN INSTRUMENT NO. 2024050342, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE SOUTH 89°54'45" WEST 1065.56 FEET TO A CRIMPED TOP PIPE AT THE SOUTHWEST CORNER OF LOT 1; THENCE NORTH 00°17'15" EAST 672.12 FEET TO A CAPPED REBAR AT THE NORTHWEST CORNER OF LOT 1; THENCE NORTH 00°16'02" EAST 786.33 FEET TO A REBAR ON THE SOUTHWEST LINE OF KNOLLWOOD DRIVE; THENCE SOUTHEASTWARDLY ALONG SAID SOUTHWEST LINE FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS OF 1500.59 FEET AN ARC DISTANCE OF 942.85 FEET (CHORD: SOUTH 32°27'03" EAST 927.42 FEET) TO A CAPPED REBAR AT THE P.T. THEREOF, SAID POINT BEING THE NORTHEAST CORNER OF LOT 1; THENCE SOUTH 51°19'15" EAST ALONG SAID SOUTHWEST LINE 771.78 FEET TO A CAPPED REBAR AT THE P.C. OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWARDLY ALONG THE WEST LINE OF MEDICAL PARK DRIVE AND ALONG THE ARC OF SAID CURVE 36.96 FEET (CHORD: SOUTH 08°58'24" EAST 33.68 FEET) TO A CAPPED REBAR AT THE P.R.C. OF A 284.18 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTWARDLY ALONG SAID WEST LINE AND ALONG THE ARC OF SAID CURVE 167.81 FEET (CHORD: SOUTH 16°27'25" WEST 165.39 FEET) TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from R-1, Single-Family Residential Suburban District, and B-1, Buffer Business Suburban District, to R-3, Multi-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-3, Multi-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 an R-3, Multi-Family Residential Suburban District, until all of the conditions set forth below have been complied with: 1. Limited to the Voluntary Conditions and Use Restrictions submitted by the applicant; 2. Recording of the Voluntary Conditions and Use Restrictions in Mobile County Probate Court; 3. Compliance with all Traffic Engineering comments noted in the staff report, amended as follows: *A traffic impact study will be required for the subdivision. Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code;* and, 4. 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 8th day of April, 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 12th day of March, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 3300 Knollwood Drive.

The proposed amendment to the Unified Development Code changes the classification of the subject property from R-1, Single-Family Residential Suburban District, and B-1, Buffer Business Suburban District, to R-3, Multi-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-3 districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in R-3 districts until the following conditions have been complied with: 1. Limited to the Voluntary Conditions and Use Restrictions submitted by the applicant; 2. Recording of the Voluntary Conditions and Use Restrictions in Mobile County Probate Court; 3. Compliance with all Traffic Engineering comments noted in the staff report, amended as follows: A traffic impact study will be required for the subdivision. Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code; and, 4. 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.

Sponsored by: Councilmember Josh Woods

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 A CAPPED REBAR AT THE SOUTHEAST CORNER OF LOT 1, THE KNOLLWOOD PLACE, AS RECORDED IN INSTRUMENT NO. 2024050342, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE SOUTH 89°54'45" WEST 1065.56 FEET TO A CRIMPED TOP PIPE AT THE SOUTHWEST CORNER OF LOT 1; THENCE NORTH 00°17'15" EAST 672.12 FEET TO A CAPPED REBAR AT THE NORTHWEST CORNER OF LOT 1; THENCE NORTH 00°16'02" EAST 786.33 FEET TO A REBAR ON THE SOUTHWEST LINE OF KNOLLWOOD DRIVE; THENCE SOUTHEASTWARDLY ALONG SAID SOUTHWEST LINE FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS OF 1500.59 FEET AN ARC DISTANCE OF 942.85 FEET (CHORD: SOUTH 32°27'03" EAST 927.42 FEET) TO A CAPPED REBAR AT THE P.T. THEREOF, SAID POINT BEING THE NORTHEAST CORNER OF LOT 1; THENCE SOUTH 51°19'15" EAST ALONG SAID SOUTHWEST LINE 771.78 FEET TO A CAPPED REBAR AT THE P.C. OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWARDLY ALONG THE WEST LINE OF MEDICAL PARK DRIVE AND ALONG THE ARC OF SAID CURVE 36.96 FEET (CHORD: SOUTH 08°58'24" EAST 33.68 FEET) TO A CAPPED REBAR AT THE P.R.C. OF A 284.18 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTWARDLY ALONG SAID WEST LINE AND ALONG THE ARC OF SAID CURVE 167.81 FEET (CHORD: SOUTH 16°27'25" WEST 165.39 FEET) TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from **R-1, Single-Family Residential Suburban District**, and **B-1, Buffer Business Suburban District**, to **R-3, Multi-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-3, Multi-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 aa **R-3, Multi-Family Residential Suburban District**, until all of the conditions set forth below have been complied with: **1. Limited to the Voluntary Conditions and Use Restrictions submitted by the applicant; 2. Recording of the Voluntary Conditions and Use Restrictions in Mobile County Probate Court; 3. Compliance with all Traffic Engineering comments noted in the staff report, amended as follows: *A traffic impact study will be required for the subdivision. Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code*; and, 4. 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

GK Land Holdings, LLC
(Jerry Byrd, Byrd Surveying, Inc., Agent)
3300 Knollwood Drive
Council District 6
Josh Woods



Voluntary Conditions & Use Restrictions

I, the undersigned, as the owner of the property located at 3300 Knollwood Drive (the property), more specifically described in the attached legal description, and in consideration for Planning Commission and City Council rezoning approval, I hereby voluntarily covenant with the City of Mobile that the following uses shall be prohibited on the property:

N/A

Furthermore, I voluntarily place the following conditions and restrictions on the property as a part of the rezoning of the property:

The density of any residential development shall not exceed 3.5 units per acre. The buffer between this property and the property to the west will be no less than one hundred feet (100') as demonstrated on the attached site plan dated January 15, 2024.

The above stated restrictions shall run with the land and are fully enforceable by the City of Mobile as a condition of the Rezoning.

Clarence Ball Jr
Owner Signature

2-14-25
Date

Applicant Signature

Date

STATE OF Alabama
COUNTY OF Mobile
CITY OF Mobile

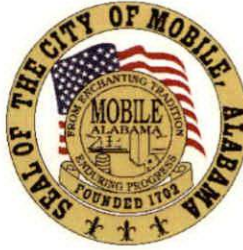
I, the undersigned authority, a Notary Public in and for said State and County, do hereby certify that _____ whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, executed the same voluntarily on the day the same bears date.

Given under my and official seal this the 14th day of February 2025.

Pamela N. Griffin
Notary Public

My commission expires: 04.13.2027





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

February 27, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on February 20, 2025, considered the request of **GK Land Holdings, LLC** for a change in zoning from **R-1, Single-Family Residential Suburban District**, and **B-1, Buffer Business Suburban District**, to **R-3, Multi-Family Residential Suburban District**, for the property located at **3300 Knollwood Drive**.

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

Copies of the application and report are attached.

Sincerely,

Stephen Guthrie
Deputy Director, Planning & Zoning Department

dla
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION
February 21, 2025

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

Re: 3300 Knollwood Drive
ZON-UDC-003210-2025
The Knollwood Place, First Addition
GK Land Holdings, LLC (Jerry Byrd, Byrd Surveying, Inc., Agent)
District 6
Rezoning from Single-Family Residential Suburban District (R-1) and Buffer Business Suburban District (B-1), to Multi-Family Residential Suburban District (R-3).

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

After discussion, the Planning Commission determined that the following criteria prevail to support rezoning of the property to **R-3, Multi-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.

As such, the Planning Commission voted to recommend approval of rezoning the property to **R-3, Multi-Family Residential Suburban District**, subject to the following conditions:

ZON-UDC-003210-2025 GK Land Holdings, LLC (Jerry Byrd, Byrd Surveying, Inc., Agent)
February 21, 2025

1. Limited to the Voluntary Conditions and Use Restrictions submitted by the applicant;
2. Recording of the Voluntary Conditions and Use Restrictions in Mobile County Probate Court;
3. Subject to completion of a Traffic Impact Study; and,
4. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **\$423.32**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: 
Stephen Guthrie
Deputy Director of Planning and Zoning



City of Mobile • Planning & Zoning
Corporate Letter of Authorization

I, CLARENCE BALL JR, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of GK LAND HOLDINGS, LLC, a corporation for the property located within the city limits of Mobile, Alabama at 3330 KNOLLWOOD DRIVE.

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

JERRY BYRD AT BYRD SURVEYING

Designee (1)

bvrd@surveying.biz

Email

251-476-5010

Phone Number

CASEY PIPES

Designee (2)

icp@helmsinglaw.com

Email

251-432-5521

Phone Number

Clarence Ball Jr
Signature of Company Owner

2-14-23
Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Revised February 2022



Voluntary Conditions & Use Restrictions

I, the undersigned, as the owner of the property located at 3300 Knollwood Drive (the property), more specifically described in the attached legal description, and in consideration for Planning Commission and City Council rezoning approval, I hereby voluntarily covenant with the City of Mobile that the following uses shall be prohibited on the property:

N/A

Furthermore, I voluntarily place the following conditions and restrictions on the property as a part of the rezoning of the property:

The density of any residential development shall not exceed 3.5 units per acre. The buffer between this property and the property to the west will be no less than one hundred feet (100') as demonstrated on the attached site plan dated January 15, 2024.

The above stated restrictions shall run with the land and are fully enforceable by the City of Mobile as a condition of the Rezoning.

Clarence Ball Jr
Owner Signature

2-14-25
Date

Applicant Signature

Date

STATE OF

Alabama

COUNTY OF

Mobile

CITY OF

Mobile

I, the undersigned authority, a Notary Public in and for said State and County, do hereby certify that _____ whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, executed the same voluntarily on the day the same bears date.

Given under my and official seal this the 14th day of February 2025.

Pamela N. Griffin
Notary Public

My commission expires: 04.13.2027



SUPPLEMENTAL JUSTIFICATION TO REZONING APPLICATION

The site is being subdivided to merge two parcels together that have different zoning classifications, so a rezoning is required to create a unified zoning district.

The Future Land Use Map has two different designations for the two portions of this property. One is Mixed Density Residential, and the other is Mixed Commercial Corridor. According to the City's own comprehensive plan, the requested R-3 zoning district is the most compatible zoning district for this property.

The proposed development is seeking a density of only 3.5 units per acre, which is far less than allowed by code, and even is far less than the density of the single-family neighborhood immediately to the West of the subject property. We are filing herewith a voluntary use restriction to limit the density on this site to no more than 3.5 units per acre as a condition of this rezoning.

Further, the proposed protection buffer between the proposed multi-family development and the neighboring single-family development is, at a minimum 100' which is far in excess of the protection buffer that would be required between industrial and residential properties.



Planning Commission Application

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

Fees

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

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

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

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

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

☐ Conditional Use Permits

Checklist A

☒ Rezoning, Text Amendment, or Specific Area Plan Amendments

Checklist B

☐ Planned Development

Checklist C

☐ Previously approved Planning Approvals or Planned Unit Development

Checklist D

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

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

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

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

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

Printed February 11, 2016

	Owner	Design Professional
Name:	GK LAND HOLDINGS, LLC	
Firm:		
Phone:	251-433-9801	
Email:		
Address:	1 SOUTHERN WAY, MOBILE 36619	

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

3300 KNOLLWOOD DRIVE
 Property Address
 KEY #01470544 & #01742092
 Parcel Number(s) or Key Number(s)
 R-1 & B-1
 Present Zoning or Transect District

747674 SF
 Property Area (acres or square feet)
 R-3 (SUBURBAN)
 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.

Clarence Ball
 Owner Signature

1-16-2025
 Date

Kari P. Giv
 Applicant or Agent Signature (if applicable)

1/16/2025
 Date

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

Kari P. Giv
 Applicant or Agent Signature

1/16/2025
 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
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CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

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

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

THIS AREA OF KNOLLWOOD DRIVE HAS MANY B-1 PROPERTIES THAT HAVE FAILED TO DEVELOP. AN R-3 RESIDENTIAL DEVELOPMENT MAY CREATE B-2 DEVELOPMENT.

TRADITIONAL CENTER

Future Land Use Map (FLUM) Designation

R-3 (SUBURBAN)

Requested Zoning

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

If yes, describe the error

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

THIS PROPOSAL WILL PROVIDE THE OPPORTUNITY FOR PERSONS 55 YEARS OR OLDER A MODERN PLACE TO LIVE.

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

THE HOSPITAL AND MEDICAL OFFICES ADJOINING THIS SITE WERE REMOVED AND OTHER B-1 PROPERTY ON OPPOSITE SIDE OF KNOLLWOOD DRIVE THAT HAS NEVER DEVELOPED. WITHIN 700' OF THE PROPERTY, THERE ARE TWO DEVELOPMENTS THAT ARE ZONED R-3

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Revised February 2016

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.

THERE ARE NO NEW DEVELOPMENTS IN THE AREA.

2. Describe the surrounding land uses.

THERE IS AN R-1 SUBDIVISION ALONG A PORTION OF THE WEST LINE AND ALL OTHER ADJOINING PROPERTIES ARE VACANT.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.

THERE WILL BE NO ADVERSE AFFECTS ON NEIGHBORING PROPERTIES. THIS DEVELOPMENT WILL LOOK LIKE MANY RESIDENTIAL SUBDIVISIONS. THE NORTHEAST CORNER OF THE ADJOINING SUBDIVISION HAS 4 LOTS PER ACRE AND THE AREA SOUTH OF THAT HAS 5 1/2 LOTS PER ACRE. WE HAVE 3 1/2 LOTS PER ACRE.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.

ADEQUATE INFRASTRUCTURE IS IN PLACE.

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.

THERE WILL BE NO ADVERSE AFFECTS ON NEIGHBORING PROPERTIES. THIS DEVELOPMENT WILL LOOK LIKE MANY RESIDENTIAL SUBDIVISIONS. THE NORTHEAST CORNER OF THE ADJOINING SUBDIVISION HAS 4 LOTS PER ACRE AND THE AREA SOUTH OF THAT HAS 5 1/2 LOTS PER ACRE. WE HAVE 3 1/2 LOTS PER ACRE.

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

N/A

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Rev. 2-2019



City of Mobile • Planning & Zoning
Corporate Letter of Authorization

I, CLARENCE BALL, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of GK LAND HOLDINGS, LLC, a corporation for the property located within the city limits of Mobile, Alabama at 3300 KNOLLWOOD DRIVE.

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

BYRD SURVEYING

Designee (1)

byrd@surveying.biz

Email

251-476-5010

Phone Number

Designee (2)

Email

Phone Number

Clarence Ball
Signature of Company Owner

1-16-2025
Date

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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

- | | |
|---|--|
| ☒ Planning Commission Application

☐ Neighborhood Meeting documentation
☒ Boundary Plan | ☒ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission

☐ Traffic Impact Studies, as prescribed by the Traffic Engineer |
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TRADITIONAL CENTER

Future Land Use Map (FLUM) Designation

R-3 (SUBURBAN)

Requested Zoning

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

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Revised February 2014

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2. Describe the surrounding land uses.

THERE IS AN R-1 SUBDIVISION ALONG A PORTION OF THE WEST LINE AND ALL OTHER ADJOINING PROPERTIES ARE VACANT.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.

THERE WILL BE NO ADVERSE AFFECTS ON NEIGHBORING PROPERTIES. THIS DEVELOPMENT WILL LOOK LIKE MANY RESIDENTIAL SUBDIVISIONS. THE NORTHEAST CORNER OF THE ADJOINING SUBDIVISION HAS 4 LOTS PER ACRE AND THE AREA SOUTH OF THAT HAS 5 1/2 LOTS PER ACRE. WE HAVE 3 1/2 LOTS PER ACRE.

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ADEQUATE INFRASTRUCTURE IS IN PLACE.

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

N/A

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Revised February 2024

LEGAL DESCRIPTION:

BEGINNING AT A CAPPED REBAR AT THE SOUTHEAST CORNER OF LOT 1, THE KNOLLWOOD PLACE, AS RECORDED IN INSTRUMENT NO. 2024050342, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE SOUTH 89°54'45" WEST 1065.56 FEET TO A CRIMPED TOP PIPE AT THE SOUTHWEST CORNER OF LOT 1; THENCE NORTH 00°17'15" EAST 672.12 FEET TO A CAPPED REBAR AT THE NORTHWEST CORNER OF LOT 1; THENCE NORTH 00°16'02" EAST 786.33 FEET TO A REBAR ON THE SOUTHWEST LINE OF KNOLLWOOD DRIVE; THENCE SOUTHEASTWARDLY ALONG SAID SOUTHWEST LINE FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS OF 1500.59 FEET AN ARC DISTANCE OF 942.85 FEET (CHORD: SOUTH 32°27'03" EAST 927.42 FEET) TO A CAPPED REBAR AT THE P.T. THEREOF, SAID POINT BEING THE NORTHEAST CORNER OF LOT 1; THENCE SOUTH 51°19'15" EAST ALONG SAID SOUTHWEST LINE 771.78 FEET TO A CAPPED REBAR AT THE P.C. OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWARDLY ALONG THE WEST LINE OF MEDICAL PARK DRIVE AND ALONG THE ARC OF SAID CURVE 36.96 FEET (CHORD: SOUTH 08°58'24" EAST 33.68 FEET) TO A CAPPED REBAR AT THE P.R.C. OF A 284.18 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTWARDLY ALONG SAID WEST LINE AND ALONG THE ARC OF SAID CURVE 167.81 FEET (CHORD: SOUTH 16°27'25" WEST 165.39 FEET) TO THE POINT OF BEGINNING.

B-1 ZONING

THE WOODLANDS AT THE PRESERVE
(MB 110 PG. 11)

R-1 ZONING

B-1 ZONING
PROPOSED R-3

R-1 ZONING
PROPOSED R-3

RBF
(5/8")

N 00°16'02" E 786.33'

651.80'

(R&C)

CRF

N 00°17'15" E 672.12'

CTF

(10)

(11)

(12)

(13)

(14)

(15)

(16)

(17)

(18)

(19)

(20)

(21)

(22)

(23)

(24)

100' MINIMUM BUILDING SETBACK

17.164 AC.±

747,874 S.F.±

DETENTION BASIN

2A/2B

3A

3B

3C

3D

3E

3F

3G

3H

3I

3J

3K

3L

3M

3N

3O

3P

3Q

3R

3S

3T

3U

3V

3W

3X

3Y

3Z

4A

4B

4C

4D

4E

4F

4G

4H

4I

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4U

4V

4W

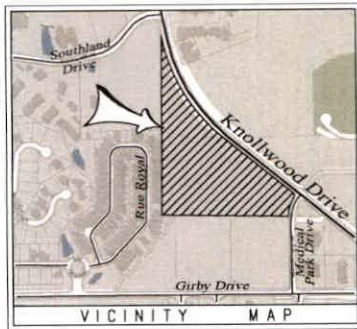
4X

4Y

4Z

LEGEND

UNIT TYPE	COUNT
UNIT 'A' - TWO BEDROOM	37 UNITS
UNIT 'Ahc' - TWO BEDROOM - HANDICAP	2 UNITS
UNIT 'Aa1' - TWO BEDROOM - SENSORY	1 UNIT
UNIT 'B' - THREE BEDROOM	18 UNITS
UNIT 'Bhc' - THREE BEDROOM - HANDICAP	1 UNIT
UNIT 'Bs1' - THREE BEDROOM - SENSORY	1 UNIT
TOTAL UNITS	60 UNITS
PARKING SPACES:	30
GARAGE PARKING SPACES:	60
DRIVEWAY PARKING SPACES:	60
TOTAL PARKING SPACES:	150
SITE AREA:	17.16 ACRES±



REZONING FOR KNOLLWOOD ACTIVE ADULT COMMUNITY

SMITH CLARK & ASSOCIATES OF MOBILE, D.B.A.

BYRD SURVEYING

2609 HALLS MILL ROAD
(251) 476-5010
SCALE: 1" = 80'
23BS420

MOBILE, ALABAMA
BYRD@BYRDSURVEYING.BIZ
JANUARY 15, 2024

Byrd Surveying

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

January 14, 2025

Dear Neighbor,

The owner of the property located at 3300 Knollwood Drive is making an application to rezone the property from R-1 and B-1 to R-3 to construct 60 one-story apartments. The apartments are a mixture of two bedroom and three bedroom units and will be grouped into four unit buildings and five unit buildings and each unit will have a single car garage. The buildings are placed to allow for a 100' setback from the west property line where the site adjoins single family residences.

- The projected rent for each unit is \$800.00 to \$1,000.00 per month.
- The minimum age of the residents is 55 (no children allowed).
- Each unit is furnished with all appliances.
-

You are invited to attend a meeting to discuss any questions you may have concerning the proposal.

Meeting location: AltaPointe Health Systems, 2400 Southland Drive, Mobile, AL 36693

Date: January 30, 2025

Time: 4:15 p.m.

If you wish to contact me prior to the meeting, you may call 251-476-5010, 8:00 to 3:00, Monday to Thursday or email jerry@byrdsurveying.biz.

Sincerely,



Gerald D. Byrd
GDB/kpg



City of Mobile · Planning & Zoning
Neighborhood Meeting Cover Sheet

Please complete this cover sheet to submit with all required meeting documentation

Date of Submittal: 2/3/2025

The following documentation has been collected, signed, and submitted with this cover sheet to the City of Mobile Planning and Zoning Department for the proposed application(s) (i.e. Rezoning, Planned Development, Conditional Use Permit):

Neighborhood Meeting Date: JAN. 30, 2025

Neighborhood Meeting Time: 4:15 PM

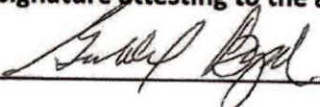
Neighborhood Meeting Location: ALTA POINTE, 5750 SOUTHLAND DR., MOBILE

The following documents are enclosed (place a checkmark where applicable):

- ☐ Dated photograph(s) of the posted sign(s)
- ☐ The verified address list of surrounding property owners to whom notification was provided
- ☒ A copy of the notice advertising the Neighborhood Meeting
- ☒ A sign-in sheet documenting meeting attendance
- ☒ A written summary or minutes of the meeting
- ☒ Copies of any site plans, building elevations or other documents provided of referenced at the meeting
- ☒ Additional documents (Describe: EXISTING STORM WATER FLOW, LOT DENSITY OF ADJACENT SUBDIVISION, EXISTING ZONING MAP, BUILDING REQUIREMENTS IN R-1, R-3 & B-1)

Applicant's Name: GERALD D. BYRD
(First Name & Last Name)

Applicant's signature attesting to the accuracy of the documentation provided:

X  Date: 1/31/2025

All required meeting documentation must be submitted to the Planning and Zoning Department not less than 15 days before the applicable Planning Commission meeting date. Failure to do so will require the associated application(s) to be heldover to a later meeting date.

Neighborhood Meeting

Date: JAN 30, 2025

Time: 4:15 PM

Location of Neighborhood Meeting: _____

ALTA POINTE, 5750 SOUTHLAND DRIVE, MOBILE

Project Location: 3300 KNOWLEDGE DRIVE

Project/Application (e.g. Rezoning from R-1 to B-1): _____

B-1 AND R-1 TO R-3

Applicant's Signature Attesting to the Accuracy of This Sheet:

X [Signature] Date: 1/30/2025

Please Sign In:

Name: Phil GABRIEL Email: contactdxd@aol.com

Address: 3492 RUE ROYAL Phone: 251-545-9394

Name: Chadwick Bourque Email: ChadwickBourque@gmail.com

Address: 3621 Vista Ridge Dr. W. Mobile, AL 36693 Phone: 251-895-5692

Name: TERRY STEWART Email: terry5626@hotmail.com

Address: 3000 FREDRICKSBURG CT Phone: 251-654-1024

Name: Chris & Veronica Harris Email: Charris6@wi.rr.com

Address: 3512 RUE ROYAL Phone: (262) 672-8141

Neighborhood Meeting Sign-In Sheet

Date: Jan 30, 2025
 Applicant: GK LAND HOLDINGS LLC

Meeting Location: ALTA POINTE
 Application(s): _____

Name: Carlos & Vivian Thompson Email: putt4shd@aol.com
 Address: 3451 Rue Royal Phone: (251) 266-8691

Name: Chris & Suzan Touchton Email: suzant2010@hotmail.com
 Address: 3484 Rue Royal Phone: (205) 706-3281

Name: John & Dee Carlisle Email: JLcarlie@bellsouth.net
 Address: 2904 Blue Ridge Dr. Phone: 251-725-3639

Name: Joe J. Brown Email: _____
 Address: 2912 Blue Ridge Dr E Phone: 251-288-7310

Name: Gynthia Byrd Email: chyed2900@gmail.com
 Address: 2900 Blue Ridge Dr. E 36693 Phone: 251-753-5292

Name: Susan Jones Email: SCMJAL@gmail.com
 Address: 3968 Rue Royal Phone: 480-250-1440

Name: Meredith & Jessice Smith Email: jsmith1025@hotmail.com
 Address: 5908 Blue Ridge Dr. N Phone: 251-510-0347

Name: Rick Salmon Email: SALFAM084@earthlink.net
 Address: 5801 Blue Ridge Dr. south Phone: 916-606-3851
Mobile, AL 36693

Neighborhood Meeting Sign-In Sheet

Date: Jan 30 2025
 Applicant: GK LAND HOLDINGS LLC

Meeting Location: ALTA Pointe
 Application(s): _____

Name: Angela + Edward Pischek Email: angedmoki@gmail.com
 Address: 5805 Appomattox Ct. Phone: (251) 402-6837
Mobile, AL 36693 (251) 767-5309

Name: Ben Reynolds Email: council4@cityofmobile.org
 Address: 3908 St Andrews loop E Phone: _____

Name: Alton MAIER Email: MAIERchip@gmail.com
 Address: 3009 Blue Ridge Dr E Phone: 251 5917601

Name: Robert Sparks Email: RWSPARKS@Bellsouth.net
 Address: 3404 Rue Royal Phone: 251-605-8527

Name: Jack McCaskill Email: jack-mccaskill@yahoo.com
 Address: 3463 Rue Royal Phone: 901-351-1838

Name: PAULUS A. Bullock Email: BIL2BUL@gmail.com
 Name: WILLIAM Bullock Email: bullock
 Address: 3440 Rue Royal Phone: 251-454-2751

Name: Thomas + Debbie Dondayko Email: dondayko@comcast.net
 Address: 3608 Vista Ridge Dr. W Mobile Phone: 251 583 4667

Name: Lori D SCHNEIDER Email: lorischneider269@gmail.com
 Address: 3620 VISTA RIDGE Dr. WEST Phone: 251-802-~~2009~~ 0009

Neighborhood Meeting Sign-in Sheet

Date: Apr 30, 2015

Applicant: GR LAND HOLDINGS LLC

Meeting Location: Acra Pointe

Application(s):

Name: Gary Olsen Address: 3476 Rue Royal
Email: golsen@yahoo.com Phone: 251-979-4086

Name: Sarah Heintz Address: 3005 Alexandra Ct.
Email: sarah_heintz@aol.com Phone: _____

Name: Cindy Cazals Address: 3475 Rue Royal
Email: cindycazals@gmail.com Phone: _____

Name: Walter Cazals Address: 3475 Rue Royal
Email: walter_cazals@hofuaid.com Phone: _____

Name: Barbara "Jane" Jones Address: 3444 Rue Royal
Email: Freteville12@bellsouth.net Phone: 251-955-5489

Name: Barbara "Jane" Jones Address: 3432 Rue Royal
Email: bjanekemke@gmail.com Phone: 251-342-0728

Name: Ronnie Gwen Hatcher Address: _____
Email: ronniehatcher@gmail.com Phone: _____

Name: Chris Touchton Address: 3484 Rue Royal
Email: ctouchton@bellsouth.net Phone: _____

Neighborhood Meeting Sign-In Sheet

Date: 1/30/2025
Applicant: SK LAND HOLDINGS INC

Meeting Location: ALTA POINTE
Application(s): _____

Name: Paul Baldwin Email: 5baldwin@bellsouth.net
Address: 3103 James Madison Dr. E Phone: 251-622-3567

Name: HARRIS PORTER Email: HARRISGPORTRER@GMAIL.COM
Address: 5603 JAMES MADISON DR N Phone: 251-643-8511

Name: Ronald Moore Email: ronaldgma@yahoo.com
Address: 3419 Rue Royal Phone: 251-653-0747

Name: Djuana Moore Email: smoore@mobilechristian.org
Address: 3419 Rue Royal Mobile 36693 Phone: 251.599.2038

Name: Mary Ann Pursel Email: Bunny.Pursel@gmail.com
Address: 3407 Rue Royal Phone: 256-682-2455

Name: Bick & Joy Email: FlorenceBick@yahoo.com
Address: 3436 Rue Royal 36693 Phone: _____

Name: Justin Maxie Email: Justinmaxie9@gmail.com
Address: 3917 Medford Drive East Phone: 251-366-6312
251-487-0470

Name: Robin Crusse Email: robincrusse@yahoo.com
Address: 3576 Rue Royal Phone: 251 753 3550

Charlyn, wife
3456 Rue Royal
Mobile, AL 36693
cwhite@mobile.rr.com

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Michelle Crowe
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(951) 422-2059

Kurt Young
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859-547-9603

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Allison Chung
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Christina Roeder
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Jack & Janine Brunet
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Eileen Becker
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rwbturtle@aol.com
251-454-5912

Raymond & Diana Haynes
5716 Blue Ridge Dr N
Mobile, AL 36693

dh301@bellsouth.net
251-666-8733

John Chieh
5770 Rue conti
Mobile, AL 36693

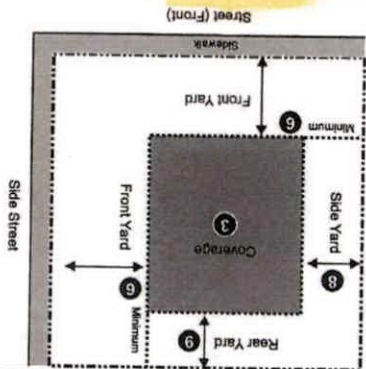
Jnsch2000@yahoo.com
251-366-1835

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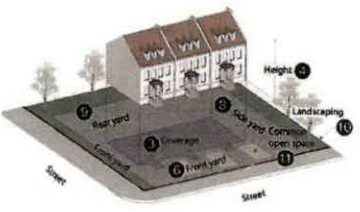
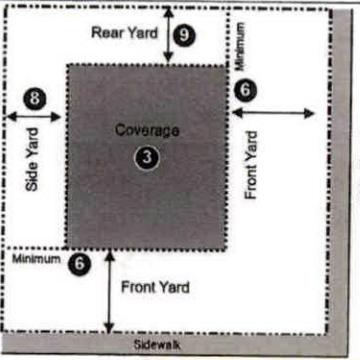
Article 2 Zoning Districts

R-1

District →		Urban R-1	Suburban R-1	Conservation R-1
1	Lot area (minimum)	6,000 square feet	7,200 square feet	Not Applicable
2	Density (maximum)	1 dwelling / lot	1 dwelling / lot	6 dwelling units / acre
3	Coverage (maximum)	50%	35%	75% per individual dwelling lot
4	Height (maximum)	35 feet	35 feet	35 feet
5	Building Size (maximum)	Not Applicable	Not Applicable	Not Applicable
6	Front Yard (minimum)	5 feet	25 feet	5 feet
7	Front Yard (maximum)	Not Applicable	Not Applicable	Not Applicable
8	Side Yard (minimum)	5 feet	5 feet	5 feet
9	Rear Yard (minimum)	5 feet	8 feet	5 feet
10	Landscaping percent (minimum)	Not Applicable	Not Applicable	Not Applicable
11	Common Open Space per dwelling unit	Not Applicable	Not Applicable	Sufficient to protect natural resource(s)
12	Common Civic Space (minimum)	Not Applicable	Not Applicable	Not Applicable



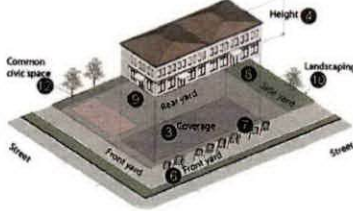
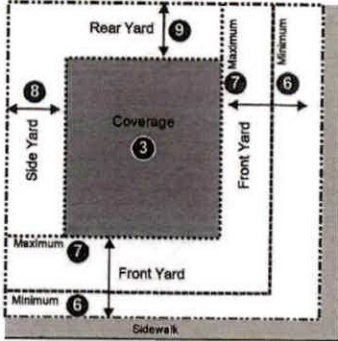
R-3

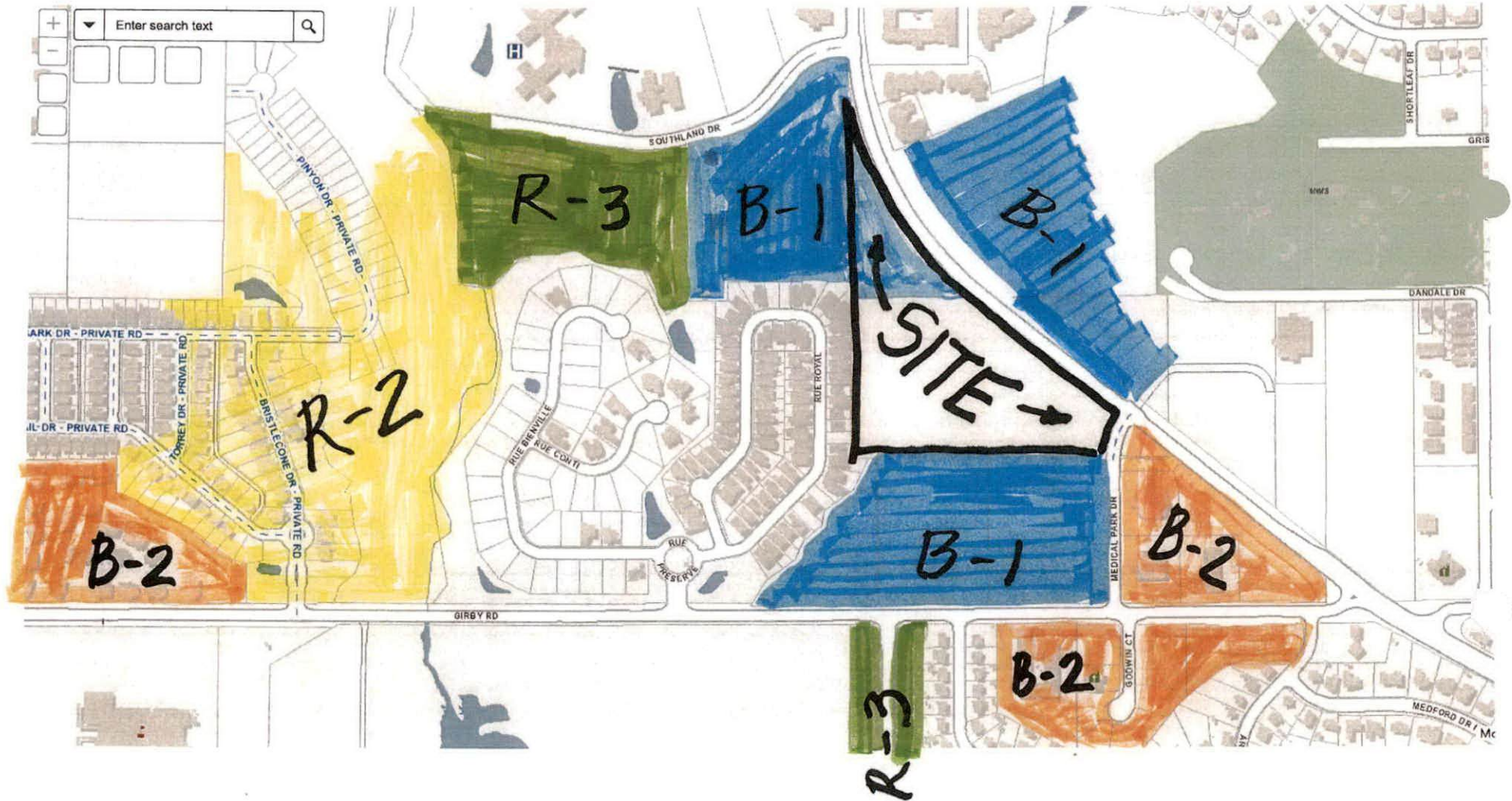
			
	District →	R-3 Urban	R-3 Suburban
1	Lot area (minimum)	4,000 square feet	10,000 square feet
2	Density (maximum)	30 dwelling units/acre	25 dwelling units/acre
3	Coverage (maximum)	50%	45%
4	Height (maximum)	45 feet	50 feet
5	Building Size (maximum)	Not Applicable	Not Applicable
6	Front Yard (minimum)	10 feet	25 feet
7	Front Yard (maximum)	Not Applicable	Not Applicable
8	Side Yard (minimum)	5 feet	10 feet
9	Rear Yard (minimum)	5 feet	10 feet
10	Landscaping percent (minimum)	10%	15%
11	Common Open Space per dwelling unit	100 sf	700 sf
12	Common Civic Space (minimum)	Not Applicable	Not Applicable

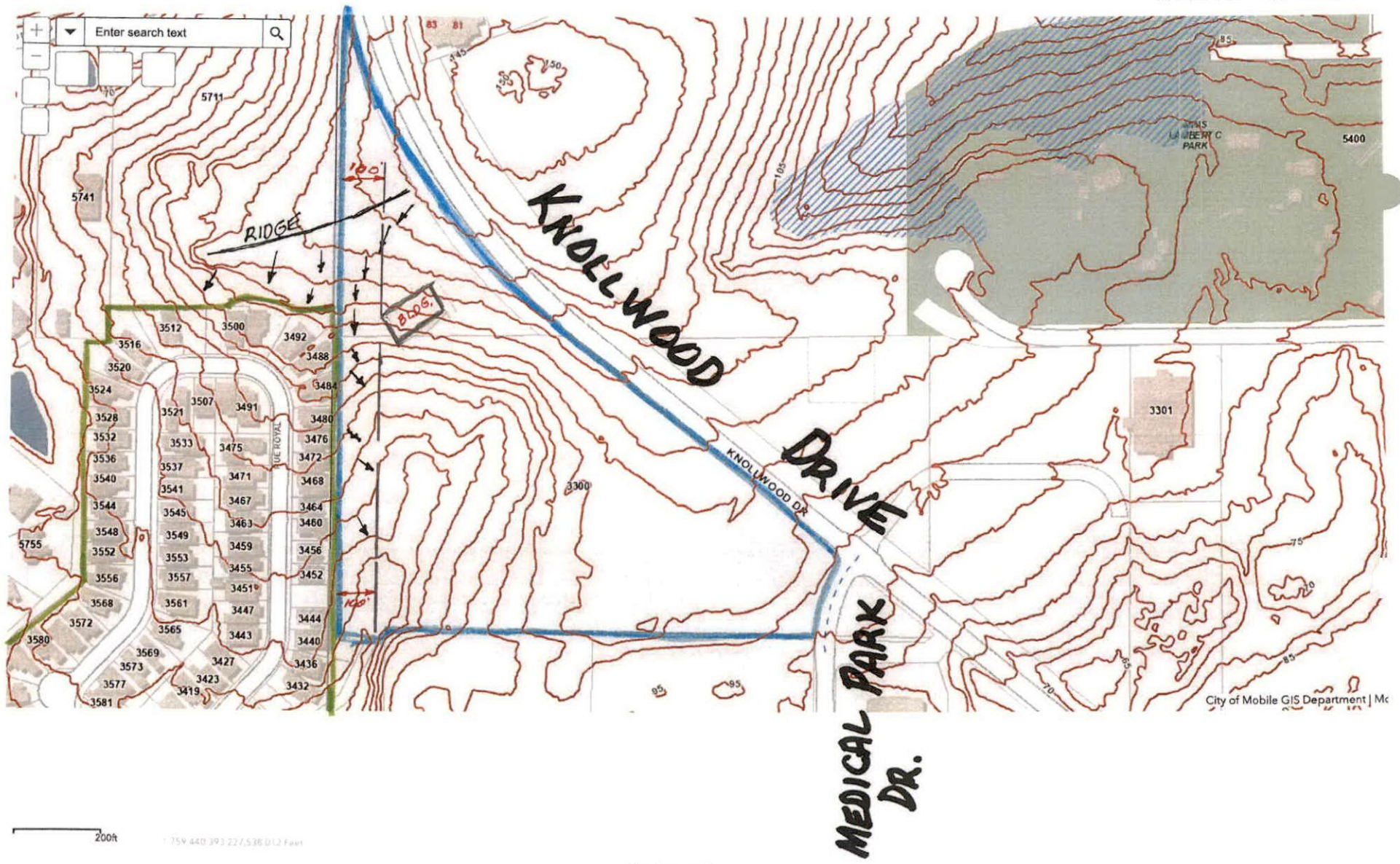
PROPOSED SITE IS 17.16 AC X 25 UNITS/AC = 429 UNITS

Article 2 Zoning Districts

B-1

			
District		Street (Front)	
		B-1 Urban	B-1 Suburban
1	Lot area (minimum)	4,000 square feet	7,200 square feet
2	Density (maximum)	25 dwelling units/acre	25 dwelling units/acre
3	Coverage (maximum)	45%	45%
4	Height (maximum)	45 feet	45 feet
5	Building Size (maximum)	Not Applicable	Not Applicable
6	Front Yard (minimum)	10 feet	25 feet
7	Front Yard (maximum)	45 feet	Not Applicable
8	Side Yard (minimum)	5 feet/and required buffer	5 feet/and required buffer
9	Rear Yard (minimum)	5 feet/and required buffer	5 feet/and required buffer
10	Landscaping percent (minimum)	5%	15%
11	Common Open Space per dwelling unit	Not Applicable	Not Applicable
12	Common Civic Space (minimum)	4%	Not Applicable





January 14, 2025

Dear Neighbor,

The owner of the property located at 3300 Knollwood Drive is making an application to rezone the property from R-1 and B-1 to R-3 to construct 60 one-story apartments. The apartments are a mixture of two bedroom and three bedroom units and will be grouped into four unit buildings and five unit buildings and each unit will have a single car garage. The buildings are placed to allow for a 100' setback from the west property line where the site adjoins single family residences.

- The projected rent for each unit is \$800.00 to \$1,000.00 per month.
- The minimum age of the residents is 55 (no children allowed).
- Each unit is furnished with all appliances.
-

You are invited to attend a meeting to discuss any questions you may have concerning the proposal.

Meeting location: AltaPointe Health Systems, 2400 Southland Drive, Mobile, AL 36693

Date: January 30, 2025

Time: 4:15 p.m.

If you wish to contact me prior to the meeting, you may call 251-476-5010, 8:00 to 3:00, Monday to Thursday or email jerry@byrdsurveying.biz.

Sincerely,

Gerald D. Byrd
GDB/kpg

NEIGHBORHOOD MEETING FOR THE KNOLLWOOD PLACE, FIRST ADDITION REZONING

JANUARY 30, 2025 – 4:15 P.M. – ALTA POINTE

THE MEETING BEGAN AT 4:20 P.M. WITH 60 NEIGHBORS IN ATTENDANCE. I EXPLAINED THE PROPOSAL AND HAD A SITE PLAN AND BUILDING ELEVATIONS. ADDITIONAL EXHIBITS WERE THE EXISTING STORM WATER FLOW, EXISTING ZONING MAP OF THE AREA, LOT DENSITY OF ADJACENT SUBDIVISION, AND BUILDING REQUIREMENTS FOR R-1, R-3, AND B-1.

TOPICS DISCUSSED WHEN MEETING WAS OPENED TO QUESTIONS:

1. THE NEIGHBORS DO NOT WANT R-3 ZONING EVEN THOUGH THIS DEVELOPMENT IS RESTRICTED TO ADULTS 55 YEARS OLD OR OLDER AND NO CHILDREN ARE ALLOWED AS RESIDENTS.
2. THE APARTMENT RENTAL RATE WILL BE INCOME ADJUSTED AND THE NEIGHBORS QUICKLY MENTIONED "SECTION 8" HOUSING. I COULD NOT ADDRESS THOSE ISSUES NOT KNOWING THE QUALIFICATIONS FOR APPLYING, BUT DID EXPLAIN THE RENT WOULD BE \$800 - \$1000 PER MONTH.
3. SEVERAL OWNERS STATED THEY HAD STORM WATER RUNNING INTO THEIR YARDS AT PRESENT AND USING THE EXHIBIT I EXPLAINED THEIR WATER PROBLEMS DO NOT COME FROM THIS PROPERTY. I ALSO EXPLAINED THAT ALL INCREASED RUNOFF FROM BUILDINGS AND PAVEMENT WILL BE ROUTED INTO A DETENTION POND AND RELEASED AT THE EXISTING RATE. I ALSO EXPLAINED THAT THE ENGINEERING SITE PLAN AND DRAINAGE CALCULATIONS WILL BE REVIEWED AND APPROVED BY CITY ENGINEERING.
4. THERE WAS DISCUSSION CONCERNING EXISTING TRAFFIC ON KNOLLWOOD DRIVE AND GIRBY ROAD. I DIRECTED THEIR CONCERNS TO BEN REYNOLDS AND JOSH WOODS WHO WERE IN ATTENDANCE AT THAT TIME.
5. USING AN EXHIBIT, I EXPLAINED TWO AREAS OF THEIR SUBDIVISION HAD 4 LOTS PER ACRE AND 5 ½ LOTS PER ACRE. IN COMPARISON, OUR DEVELOPMENT WOULD HAVE 3 ½ UNITS PER ACRE ALTHOUGH THE MAXIMUM NUMBER OF UNITS ALLOWED IS 25 UNITS PER ACRE. OUR PROPERTY IS 17.16 ACRES WHICH WOULD ALLOW 429 UNITS.

AFTER NO FURTHER DISCUSSION, THE MEETING WAS ADJOURNED AT 5:30 P.M.

GERALD D. BYRD

Byrd Surveying
2609 Halls Mill Road
Mobile, AL 36606

GK Land Holdings, LLC
1 Southern Way
Mobile, AL 36619

Knollwood Development, Inc.
c/o USA Foundation
P. O. Box 3148
Mobile, AL 36652

Southern AL Acquisitions I, LLC
1800 Rockaway Ave., Suite 200
Hewlett, NY 11557

Equity Trust Company Custodian FOB
John F Loupe IRA
19644 S. Muirfield Circle
Baton Rouge, LA 70810

Phillip & Edna Gabriel, Jr.
3492 Rue Royal
Mobile, AL 36693

Mary Britton & Sherry May
3488 Rue Royal
Mobile, AL 36693

Suzan & Frederick Touchton
3484 Rue Royal
Mobile, AL 36693

Robin J. Elliott
3480 Rue Royal
Mobile, AL 36693

Gary & Melanie Olsen
3476 Rue Royal
Mobile, AL 36693

Melville & Odette Sternberg
3472 Rue Royal
Mobile, AL 36693

Daniel & Kimberly Blaich
3468 Rue Royal
Mobile, AL 36693

Jamie Barron
3464 Rue Royal
Mobile, AL 36693

Darrell R. Skipper
3460 Rue Royal
Mobile, AL 36693

Carolyn J. White, Trustee
3456 Rue Royal
Mobile, AL 36693

Floyd & Debra Stringfellow
3452 Rue Royal
Mobile, AL 36693

Martha Jean Reeves
6108 Macarthur Place Ct. S.
Mobile, AL 36609

Barbara N. Fretwell
3444 Rue Royal
Mobile, AL 36693

William & Phyllis Bullock
3440 Rue Royal
Mobile, AL 36693

Loupe Development, LLC
3476 Rue Royal
Mobile, AL 36693

Altapointe Health Systems, Inc.
5750A Southland Drive
Mobile, AL 36693

Richard & Joyce Florence
3436 Rue Royal
Mobile, AL 36693

Lawrence & Barbara Lemke
3432 Rue Royal
Mobile, AL 36693

Loupe Development, LLC
19644 S. Muirfield Circle
Baton Rouge, LA 70810

Lakesha L. Brackins
3424 Rue Royal
Mobile, AL 36693

Mariam Ayad Yousef
30369 Maury Court
Spanish Fort, AL 36527

Hoang Duong Do
3423 Rue Royal
Mobile, AL 36693

Leslie & Susanne Dukes
3427 Rue Royal
Mobile, AL 36693

Roderick & Laquise Mitchell
3443 Rue Royal
Mobile, AL 36693

Leo & Sidney Cain, Jr.
3447 Rue Royal
Mobile, AL 36693

Carlos & Vivian Thompson
3451 Rue Royal
Mobile, AL 36693

Varsha Kulkarni &
Indrakaran Rao Penmaraju
3455 Rue Royal
Mobile, AL 36693

Tanner McGill & Payton Mohan
3459 Rue Royal
Mobile, AL 36693

Jack & Melanie McCaskill
3463 Rue Royal
Mobile, AL 36693

Luther & Deborah Hartley
3467 Rue Royal
Mobile, AL 36693

Huong Thi Tran
3471 Rue Royal
Mobile, AL 36693

Walter & Cynthia Cazalas, Jr.
3475 Rue Royal
Mobile, AL 36693

Billy & Rhonda Daniels
3491 Rue Royal
Mobile, AL 36693

Armando Rodriguez-Castro
& Armando Rodriguez
3503 Rue Royal
Mobile, AL 36693

Amy E. Deas
3500 Rue Royal
Mobile, AL 36693

David & Mary Bark, Jr.
3496 Rue Royal
Mobile, AL 36693



January 17, 2025



January 17, 2025



January 17, 2025



January 17, 2025



January 17, 2025



January 17, 2025



January 17, 2025



January 17, 2025

Mobile City Planning Commission (Planning & Zoning/City of Mobile)
P.O. Box 1827 Mobile, AL 36633-1827 · planning@cityofmobile.org

Re: Feb 20, 2025 Agenda, Item #15, SUB-003209-2025 & ZON-UDC-003210-2025

Location: Subdivision Name: Applicant / Agent: Council District: Proposal: OTHER BUSINESS 3300 Knollwood Drive The Knollwood Place, First Addition GK Land Holdings, LLC (Jery Byrd, Byrd Surveying, Inc., Agent) District 6 Subdivision of 1 lot, 17.16± acres; and Rezoning from Single-Family Residential Suburban District (R-1) and Buffer Business Suburban District (B-1), to Multi-Family Residential Suburban District (R-3).

Dear Mobile City Planning Commission,

I am writing to formally object to the proposed rezoning of the property located at 3300 Knollwood Dr., which is being developed by **Clarence M. Ball, Jr.** and his company, **Ball HealthCare Services, Inc.** The proposed rezoning will allow for the construction of HUD income-assisted housing in our neighborhood, and I have several concerns regarding this development.

Firstly, the introduction of HUD income-assisted housing is likely to have a detrimental impact on home values in our area. The character and appeal of our neighborhood are significant factors in maintaining property values, and the proposed development could undermine these aspects.

Secondly, the increase in traffic resulting from the new housing units will exacerbate congestion on our already busy streets. This will not only inconvenience current residents but also pose safety risks, particularly for children and pedestrians. Girby Road is the only access to Burns Middle School.

Additionally, I am deeply concerned about the environmental impact of the proposed development. The site is less than half a mile away from the **Environmental Studies Center** (<https://www.mcpsesc.com>), an important sanctuary that is home to bald eagles and other endangered species. The construction and subsequent stormwater runoff from the numerous planned buildings could severely affect this delicate ecosystem. In fact, Girby Road collapsed and was closed for several months in 2014 (directly in front of the E.S. Center) due to excessive storm runoff on 4/30/2014. Additional construction (like this proposed multi-family development) will likely result in additional drainage issues.

The Environmental Studies Center is a vital resource for our community, providing educational opportunities and preserving local wildlife. Any negative impact on this sanctuary would be a significant loss for both current and future generations.

Considering these concerns, I urge you to reconsider the rezoning application and explore alternative solutions that would not compromise the integrity of our neighborhood or the Environmental Studies Center.

Thank you for your attention to this matter.

Sincerely,

[Your Name] - *Yohannes Bekele*

[Your email address] *zyeru-aragaw51@gmail.com*

5758 Roe Gault Mobile, AL 36693

Mobile City Planning Commission (Planning & Zoning/City of Mobile)
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Thank you for your attention to this matter.

Sincerely,

[Your Name] PULAK RANJAN DE (Pulak Ranjan De)

[Your email address]

Pulak_ranjan_de@yahoo.com

*5755 Rue Conti
Mobile, AL 36693*

Mobile City Planning Commission (Planning & Zoning/City of Mobile)
P.O. Box 1827 Mobile, AL 36633-1827. planning@cityofmobile.org

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Thank you for your attention to this matter.

Sincerely,

[Your Name]

[Your email address]

LIPKA DEY

5755 RUC conti
Mobile, AL 36693
Lipika Dey

lipikadey79@gmail.com

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P.O. Box 1827 Mobile, AL 36633-1827 planning@cityofmobile.org

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CLINT GUTHRIE - HOA PRESIDENT, THE PRESERVE
3521 RUE ROYAL
MOBILE AL 36693
CLINTGUTHRIE@YAHOO.COM

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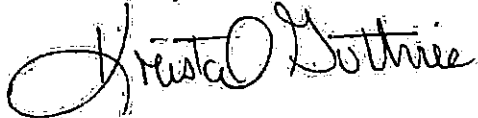
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Sincerely,



Kristal Guthrie (HOA Secretary, The Preserve)
3521 Rue Royale
Mobile, AL 36693
kristalgu3@gmail.com

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Thank you for your attention to this matter.

Sincerely,

Residents of the Preserve Subdivision, Girby Road (Names/Addresses/Signatures below)

Chris & Veronica Harris 3512 Rue Royal Veronica Harris
charris6@wi.rr.com Mobile, AL 36693

Mobile City Planning Commission (Planning & Zoning/City of Mobile)
P.O. Box 1827 Mobile, AL 36633-1827 planning@cityofmobile.org

Re: Feb 20, 2025 Agenda, Item #15, SUB-003209-2025 & ZON-UDC-003210-2025

Location: Subdivision Name: Applicant / Agent: Council District: Proposal: OTHER BUSINESS 3300 Knollwood Drive The Knollwood Place, First Addition GK Land Holdings, LLC (Jery Byrd, Byrd Surveying, Inc., Agent) District 6 Subdivision of 1 lot, 17.16± acres; and Rezoning from Single-Family Residential Suburban District (R-1) and Buffer Business Suburban District (B-1), to Multi-Family Residential Suburban District (R-3).

Dear Mobile City Planning Commission,

I am writing to formally object to the proposed rezoning of the property located at 3300 Knollwood Dr., which is being developed by **Clarence M. Ball, Jr.** and his company, **Ball HealthCare Services, Inc.** The proposed rezoning will allow for the construction of HUD income-assisted housing in our neighborhood, and I have several concerns regarding this development.

Firstly, the introduction of HUD income-assisted housing is likely to have a detrimental impact on home values in our area. The character and appeal of our neighborhood are significant factors in maintaining property values, and the proposed development could undermine these aspects.

Secondly, the increase in traffic resulting from the new housing units will exacerbate congestion on our already busy streets. This will not only inconvenience current residents but also pose safety risks, particularly for children and pedestrians. Girby Road is the only access to Burns Middle School.

Additionally, I am deeply concerned about the environmental impact of the proposed development. The site is less than half a mile away from the **Environmental Studies Center** (<https://www.mcpsesc.com>), an important sanctuary that is home to bald eagles and other endangered species. The construction and subsequent stormwater runoff from the numerous planned buildings could severely affect this delicate ecosystem. In fact, Girby Road collapsed and was closed for several months in 2014 (directly in front of the E.S. Center) due to excessive storm runoff on 4/30/2014. Additional construction (like this proposed multi-family development) will likely result in additional drainage issues.

The Environmental Studies Center is a vital resource for our community, providing educational opportunities and preserving local wildlife. Any negative impact on this sanctuary would be a significant loss for both current and future generations.

Considering these concerns, I urge you to reconsider the rezoning application and explore alternative solutions that would not compromise the integrity of our neighborhood or the Environmental Studies Center.

Thank you for your attention to this matter.

Sincerely,

Residents of the Preserve Subdivision, Girby Road (Names/Addresses/Signatures below)



scmijal@gmail.com

3568 Roe Royal Mobile, AL 36693

Mobile City Planning Commission, (Planning & Zoning/City of Mobile)
P.O. Box 1827 Mobile, AL 36633-1827 - planning@cityofmobile.org

Re: Feb 20, 2025 Agenda, Item #15, SUB-003209-2025 & ZON-UDC-003210-2025

Location: Subdivision Name: Applicant / Agent: Council District: Proposal: OTHER BUSINESS 3300 Knollwood Drive The Knollwood Place, First Addition GK Land Holdings, LLC (Jery Byrd, Byrd Surveying, Inc., Agent) District 6 Subdivision of 1 lot, 17.16+ acres; and Rezoning from Single-Family Residential Suburban District (R-1) and Buffer, Business Suburban District (B-1), to Multi-Family Residential Suburban District (R-3).

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Considering these concerns, I urge you to reconsider the rezoning application and explore alternative solutions that would not compromise the integrity of our neighborhood or the Environmental Studies Center.

Thank you for your attention to this matter.

Sincerely,

Residents of the Preserve Subdivision, Girby Road (Names/Addresses/Signatures below)

Sherry B. May
3488 Rue Royale
Mobile, AL 36693

Proposed Rezoning of 3300 Knollwood Drive on 2/20/25

From Jack McCaskill <jack_mccaskill@yahoo.com>

Date Tue 2/18/2025 9:40 PM

To Planning <planning@cityofmobile.org>

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Dear Mobile City Planning Commission,

I am writing to formally object to the proposed rezoning of the property located at 3300 Knollwood Dr., which is being developed by **Clarence M. Ball, Jr.** and his company, **Ball HealthCare Services, Inc.** The proposed rezoning will allow for the construction of HUD income-assisted housing in our neighborhood, and I have several concerns regarding this development.

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Considering these concerns, I urge you to reconsider the rezoning application and explore alternative solutions that would not compromise the integrity of our neighborhood or the Environmental Studies Center.

Thank you for your attention to this matter.

Sincerely, Jack M MCCASKILL

3463 Rue Royal

Mobile, AL 36693

Email: jack_mccaskill@yahoo.com

Mobile City Planning Commission (Planning & Zoning/City of Mobile)
P.O. Box 1827 Mobile, AL 36633-1827 planning@cityofmobile.org

Re: Feb 20, 2025 Agenda, Item #15, SUB-003209-2025 & ZON-UDC-003210-2025

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Considering these concerns, I urge you to reconsider the rezoning application and explore alternative solutions that would not compromise the integrity of our neighborhood or the Environmental Studies Center.

Thank you for your attention to this matter.

Sincerely,

[Your Name]

[Your email address]

Melville Sternberg, MD
STERNBERGM@YAHOO.COM

3472 Rue Royale Mobile, AL 36693

Mobile City Planning Commission (Planning & Zoning/City of Mobile)
P.O. Box 1827 Mobile, AL 36633-1827 planning@cityofmobile.org

Re: Feb 20, 2025 Agenda, Item #15, SUB-003209-2025 & ZON-UDC-003210-2025

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Considering these concerns, I urge you to reconsider the rezoning application and explore alternative solutions that would not compromise the integrity of our neighborhood or the Environmental Studies Center.

Thank you for your attention to this matter.

Sincerely,

[Your Name]

Carlos + Vivian Thompson

[Your email address]

putt4shob@aol.com

3451 Rue Royale
Mobile, AL 36693

Mobile City Planning Commission (Planning & Zoning/City of Mobile)
P.O. Box 1827 Mobile, AL 36633-1827 planning@cityofmobile.org

Re: Feb 20, 2025 Agenda, Item #15, SUB-003209-2025 & ZON-UDC-003210-2025

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Considering these concerns, I urge you to reconsider the rezoning application and explore alternative solutions that would not compromise the integrity of our neighborhood or the Environmental Studies Center.

Thank you for your attention to this matter.

Sincerely,

Residents of the Preserve Subdivision, Girby Road (Names/Addresses/Signatures below)

Suzanne Loeckton
3484 Bee Royal
Mobile, AL 36693

Mobile City Planning Commission (Planning & Zoning/City of Mobile)
P.O. Box 1827 Mobile, AL 36633-1827 planning@cityofmobile.org

Re: Feb 20, 2025 Agenda, Item #15, SUB-003209-2025 & ZON-UDC-003210-2025

Location: Subdivision Name: Applicant / Agent: Council District: Proposal: OTHER BUSINESS 3300 Knollwood Drive The Knollwood Place, First Addition GK Land Holdings, LLC (Jery Byrd, Byrd Surveying, Inc., Agent) District 6 Subdivision of 1 lot, 17.16+ acres; and Rezoning from Single-Family Residential Suburban District (R-1) and Buffer Business Suburban District (B-1), to Multi-Family Residential Suburban District (R-3).

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Thank you for your attention to this matter.

Sincerely,

Residents of the Preserve Subdivision, Girby Road (Names/Addresses/Signatures below)

Chris Lauchter
3484 Rue Royal
Mobile, AL 36693

Zoning Change Request for 3300 Knollwood Dr.

From gwann55@aol.com <gwann55@aol.com>

Date Tue 2/18/2025 5:10 PM

To Planning <planning@cityofmobile.org>

[Some people who received this message don't often get email from gwann55@aol.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

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.

Hello,

I live in the Leesburg subdivision off Knollwood drive and would like to respectfully state my opposition to the requested zoning change from R1 to R3 for the property at 3300 Knollwood Drive. There are presently two multi-family properties on Knollwood and adding another will make exiting my neighborhood even more difficult than it is now. Traffic is already very difficult to merge into, even when making a right turn.

There are also several very well-kept established neighborhoods as well as Leesburg directly off Knollwood, and I would like to see another single-family home neighborhood developed on this property in order to maintain the integrity and value of these existing homes. We maintain our homes to keep their value current, and as they increase in value, we pay addition property taxes to support Mobile County.

Thank you for your consideration.

Sincerely,
Gary A Wanner
3001 Alexandria Court
Mobile, 36693

Mobile City Planning Commission (Planning & Zoning/City of Mobile)
P.O. Box 1827 Mobile, AL 36633-1827 planning@cityofmobile.org

Re: Feb 20, 2025 Agenda, Item #15, SUB-003209-2025 & ZON-UDC-003210-2025

Location: Subdivision Name: Applicant / Agent: Council District: Proposal: OTHER BUSINESS 3300 Knollwood Drive The Knollwood Place, First Addition GK Land Holdings, LLC (Jery Byrd, Byrd Surveying, Inc., Agent) District 6 Subdivision of 1 lot, 17.16± acres; and Rezoning from Single-Family Residential Suburban District (R-1) and Buffer Business Suburban District (B-1), to Multi-Family Residential Suburban District (R-3).

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Considering these concerns, I urge you to reconsider the rezoning application and explore alternative solutions that would not compromise the integrity of our neighborhood or the Environmental Studies Center.

Thank you for your attention to this matter.

Sincerely,

Residents of the Preserve Subdivision, Girby Road (Names/Addresses/Signatures below)

Kathy Brannon
3488 Rue Royal
Mobile, AL 36693

Proposed rezoning of 3300 Knollwood Drive on 2/20/25

From Allison Chung <lilhwn2@yahoo.com>
Date Mon 2/17/2025 8:36 PM
To Planning <planning@cityofmobile.org>

Some people who received this message don't often get email from lilhwn2@yahoo.com. [Learn why this is important](#)

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Re: Feb 20, 2025 Agenda, Item #15, [SUB-003209-2025](#) & [ZON-UDC-003210-2025](#)

Location: Subdivision Name: Applicant / Agent: Council District: Proposal: OTHER BUSINESS 3300 Knollwood Drive The Knollwood Place, First Addition GK Land Holdings, LLC (Jery Byrd, Byrd Surveying, Inc., Agent) District 6 Subdivision of 1 lot, 17.16± acres; and Rezoning from Single-Family Residential Suburban District (R-1) and Buffer Business Suburban District (B-1), to Multi-Family Residential Suburban District (R-3).

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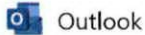
Considering these concerns, I urge you to reconsider the rezoning application and explore alternative solutions that would not compromise the integrity of our neighborhood or the Environmental Studies Center.

Thank you for your attention to this matter.

Sincerely,

Allison Chung

lilhwn2@yahoo.com



Outlook

3800 Knollwood Drive, zon-udc-003210-2025

From Robin Crusse <robincrusse@yahoo.com>

Date Sun 2/16/2025 10:21 PM

To Planning <planning@cityofmobile.org>

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ref: 29 January 2025 ltr; Mobile City Planning Commision Public Hearing

- 1) I own and reside in The Preserve Sub-division, adjacent to subject parcel.
- 2) The proposed rezoning and subsequent construction of 60 units in 15 quads on 17 acres will adversely affect our quality of life. The site is atop an incline next to the Preserve. There is a wooded wetland separating the two. The runoff from the proposed construction and parking areas runs onto Preserve single family residences. All residences require flood insurance,
- 3) The land was previously intended to build the Mitchell Cancer Institue but was not suitable due to springs and drainage,
- 4) Each unit will have a garage. The additional vehicle activity will increase the traffic volume on Medical Drive, Knollwood drive and Girby Road. Burns Middle School is located on Girby Road. Knollwood Drive and Girby Road are narrow 2 lane thorough fares with deep culverts running parallel. Medical drive is existing from Old Knollwood Hospital. The traffic flow is barely acceptable now and will be extremely dangerous with the extra vehicles.
- 5) Thank for considering these points that impact safety form increased traffic and water runoff

Robin E. Crusse
3576 Rue Royal
Mobile, Alabama, 36693

Proposed Rezoning at 3300 Knollwood Dr on 2/20/25

From Robin Elliott <trj1003@gmail.com>
Date Tue 2/18/2025 11:32 AM
To Planning <planning@cityofmobile.org>

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Re: Feb 20, 2025 Agenda, Item #15, SUB-003209-2025 & ZON-UDC-003210-2025

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Dear Mobile City Planning Commission,

I am writing to formally object to the proposed rezoning of the property located at 3300 Knollwood Dr., which is being developed by Clarence M. Ball, Jr. and his company, Ball HealthCare Services, Inc. There are several reasons that I object to this project in our neighborhood.

First off, the negative impact it will have on our property values is of utmost importance. We've all worked hard to pay for and maintain the value of our homes in this area and the proposed rezoning will allow for the construction of HUD income-assisted housing in our neighborhood which will bring property values down.

Secondly, the increase in traffic resulting from this proposed housing project is of great concern. We already have heavy traffic due to Burns Middle School and also a dangerous intersection at Knollwood and Girby. This will not only inconvenience current residents but also pose safety risks, particularly for children and pedestrians. Girby Road is the only access to Burns Middle School.

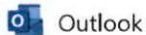
I'm greatly concerned about the environmental impact of the proposed development. The site is less than half a mile away from the Environmental Studies Center. This area has been a sanctuary for the beautiful animals and a secure habitat for them at the ESC. The construction and subsequent stormwater runoff from the numerous planned buildings could severely affect this delicate ecosystem. I've witnessed major issues with storm drainage since living in The Preserve for the past 7 years. In fact, I was unable to leave the neighborhood due to water flow after a storm. Girby Road actually collapsed and was closed for several months in 2014 (directly in front of the E.S. Center) due to excessive storm runoff on 4/30/2014. Additional construction (like this proposed multi-family development) always results in additional drainage issues. Proceeding with rezoning without consideration of the negative impact for current residents and the impact on the ESC makes no sense. Any negative impact on the Environmental Studies Center would be a significant loss for both current and future generations. We have to preserve this beautiful, natural habitat.

Considering these concerns, I urge you to reconsider the rezoning application and explore alternative solutions that would not compromise the integrity of our neighborhood or the Environmental Studies Center.

Thank you for your attention to this matter.

Sincerely,

Robin Elliott
3480 Rue Royal
Mobile, AL 36693
Trj1003@gmail.com



Outlook

Information For Stopping Zoning

From salfam0184@earthlink.net <salfam0184@earthlink.net>
Date Sat 2/15/2025 2:03 PM
To Planning <planning@cityofmobile.org>
Cc salfam0184@earthlink.net <salfam0184@earthlink.net>

Some people who received this message don't often get email from salfam0184@earthlink.net. [Learn why this is important](#)

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.

Good afternoon, City of Mobile,

I'm curious who I need to voice my concerns to about a developer, Clarence Ball that wants to change the current zone of R1 to an R3 in a vacant lot on Knollwood Dr. From what I understand Mr. Ball would like to build 60 plus small homes to start with for 55 and over and have the rents subsidized with a form of Section 8 or government funding. Not only will this lower mine and my neighbor's current property value in the Leesburg neighborhood. It will also cause a lot of traffic congestion that this area does not need. Additionally, it will cost the City of Mobile tax revenue dollars should all of homes lose property value because of these homes. I know all too well what happens to neighborhoods and communities when these types of homes are allowed to penetrate upscale neighborhoods such as mine and surrounding neighborhoods on Knollwood Dr. **Please DO NOT turn this area into the ones that I left behind in Northern California. It's a disgrace what those idiot, corrupt politicians in that state have done.** I'm sure if Mr. Ball wants to build upscale homes that will not require any subsidizing most of the people in these neighborhoods would be all for it.

Sincerely
Rick C Salmon
916-606-3851 Mobile phone

February 17, 2025

COMMENTS RE: The Knollwood Place, First Addition

Carolyn J White
3456 Rue Royal
Mobile, AL. 36695

I know it is our responsibility to take care of the less than and ensure they have suitable safe housing,

Below are my concerns thus far:

1. Will a retaining wall be erected to slow water flow into preserve neighbor's yard?
 - a. Developer for the Preserve failed to put in proper drainage to redirect water from underground springs thus rendering properties constantly staying we, soil erosion.
2. Has the Corps of Engineers been contacted for Wetland permits or preservation?
3. New Flood Plain Maps since 1984 to show if area is in a flood zone
4. PERT (Percolation test) Assessment done to test the drainage of the soil and impact to surrounding neighborhood, the
5. NEPA (National Environment Policy Act) since this is being federally funded, should follow some federal regulations on wetlands, environmental disturbance and protection.
6. Traffic Impact Study – will intersection at Girby and Knollwood be widen and traffic lights put up.
7. Update to City website regarding underground springs – Preserve is surrounded by Underground springs causing extensive flooding and soil erosion throughout
8. Why is previous medical building still standing? What is the environmental impact if any?
9. Will the development Project Delivery Team involve or have a rep from neighborhood to ensure interests are adhered to thought construction, operation and maintenance life.

Thank you,
Carolyn J. White

Online Comments received for PC – February 20, 2025

Agenda #14 ZON-UDC-003166-2024

Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)

Roger Woods

cwoods@lsu.edu

6094 Pherin Woods Ct

2025-01-30 01:08:08

I attended the community meeting held January 15. The Planning Application (pp. 16 onwards in the meeting document available here) was not presented to that meeting. In addition the summary of the meeting presented by the Developers to the City is grossly misleading and is totally inadequate. The meeting summary does not mention that the single plan circulated on paper at the community meeting was so small that it was almost unreadable and the Developers promised to send an electronic copy to all attendees that would be more easily readable; they have not yet done so. The summary states that the meeting was concerned about the accuracy of the plans; this is an understatement as the single plan presented was either incompetently prepared or deliberately deceptive regarding the location of the lots in question. There is no mention of the proposed minimum rent to be charged \$3000. There is no mention of the fact that the Developers were woefully unprepared for questions and had no idea of typical salaries of for example PhD students and therefore could not justify many of their contentions such as that this would be suitable for PhD students or families. There is no mention of the credit score requirements for prospective renters that the Developers stated at the meeting. There is no mention of the community request for a wall along the West side of the lots. Nor is there any mention that the attendees asked to be sent a copy of the proposal when submitted to the City and the Developers refused to grant even that courtesy to the community. Finally the meeting summary does not mention that a vote was taken towards the end of the meeting after discussions and the Developers agreed at that time that it would be recorded in the meeting summary. I counted 24 attendees and my (unofficial) vote count was 24 against zero for zero abstain. This indicates strong community opposition to this development. Since the Developers explicitly agreed to include this vote in their meeting summary reported to the City its omission from the summary is a serious matter that the Developers should be asked to explain. In short the Developers clearly have no respect for the local community. They held this meeting only because they were required to but they presented almost no actual or credible information made wild statements of fantasy that they could not back with evidence made no effort to provide common courtesy (such as readable detailed plans or sight of their application or meeting summary prior to submission) to community members and have reported on the meeting inaccurately. Others may add further omissions from their summary. I asked the Developers to add my points to their summary before submission but it appears to have been already submitted to the City. I respectfully request the Commission to deny this Rezoning request making clear that these Developers fall well short of the requirements for community respect and support. I should make clear that I am completely unrelated (as far as I am aware) to Commissioner Josh Woods.

Agenda #14 ZON-UDC-003166-2024

Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)

Stephen Russell

sr62180@gmail.com

616 Shenandoah Rd W

2025-02-07 23:49:32

I live in Ridgefield Subdivision south of the planned development on East Drive. I oppose this change in zoning for the below reasons: 1. East Drive is a cut through street from Airport Blvd. through Ridgefield subdivision to Old Shell Rd. 2. Opening East Drive to a large apartment complex increases the traffic through our subdivision increasing likelihood for car accidents with the many children playing in and around the streets of the subdivision. 3. I have not seen a traffic study in the application.

Agenda #14 ZON-UDC-003166-2024

Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)

Jessica Henderson

jnhenderson@gmail.com

6012 Shenandoah Rd. N.

2025-02-10 15:04:28

As a resident of Ridgefield I oppose this zoning change for the safety of the children in our neighborhood and our quality of life. Cut-through traffic from Airport blvd to Old Shell is already excessive. Additional multi-family housing will bring more. Ridgefield is a wonderful neighborhood for families. Please help us preserve it.

Agenda #14 ZON-UDC-003166-2024

Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)

Roger Woods

cwoods@lsu.edu

6094 Pherin Woods Ct

2025-02-14 01:05:49

Rezoning 162 & 186 East Dr R2 to R3 ZON-UDC-003166-2024 To announce the Community meeting the signage requirement from the City Meeting regulations (Article 5 Section 64-5-4 page 2) is

"One...sign...placed on the property per street frontage or per 400 linear feet of street frontage (if the site has more than 400 feet of street frontage)". For the lots in question there are two street frontages (Center Drive and East Drive) each 278 ft (see site plan). That is a total of 556 ft street frontage. Therefore two signs were needed. Only one sign was placed; on East Drive (see Meeting Documents filed). Many citizens use Center Drive and they were not made aware of this meeting as required. The City requirements for the meeting further state "Postal notices must contain the following information:...iv. Applicant or agent's valid phone number and email address." The postal notices sent to neighborhood residents (see copies filed with the Commission) contained neither phone number nor email address. The proposers were asked for their e-mail address at the Community meeting and they declined to tell the attendees. In addition the City requirements state "Postal Notification...required...no less than 15 days before the meeting". The meeting was held January 15; the original meeting notice although dated December 20 2024 was only delivered (bearing in mind the holiday postal delays) in January. The revised notice was dated January 2 2025 and postmarked January 3 2025 so the proposers are admitting that it was not sent out giving sufficient notice. In summary the Community meeting was not called in accordance with City requirements. If the proposers cannot follow simple rules for calling a meeting they clearly won't be able to follow complex and vitally important regulations regarding electrical safety gas safety road safety drainage fire safety environmental sustainability structural integrity hurricane resistance and countless other critical issues involved in construction. I respectfully request the Commission to deny this Rezoning request making clear that these Developers fall well short of the requirements for community respect and support. I should make clear that I am not related in any way as far as I am aware to Commissioner Josh Woods.

Agenda #14 ZON-UDC-003166-2024**Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)****Ryon Mcdermott**rmcdermott@southalabama.edu**6131 Pherin Woods Ct****2025-02-15 01:27:04**

These developers are not being straightforward with the existing residents. The documentation of the neighborhood meeting they have prepared for the city is not accurate. The Planning Application (pp. 16 onwards) was not presented at the meeting with residents on East Drive. In addition the report on the meeting is totally inadequate: it does not mention that a vote that was taken and the Developers agreed would be part of the meeting summary (I counted 24 attendees; my unofficial vote count was 24 against zero for zero abstain). It does not mention that the plan circulated on paper at the meeting was so small that it was almost unreadable and the Developers promised to send attendees an electronic copy that would be more easily readable (which they have not yet done). The summary states that the meeting was concerned about the accuracy of the plans; this is an understatement since the single plan presented was either incompetently prepared or deliberately deceptive regarding the location of the lots in question. There is no mention of the proposed rent to be charged \$3000. There is no mention of the fact that the Developers were woefully unprepared for questions and had no idea of typical salaries of for example PhD students and therefore could not justify their contentions which included that that this would be suitable for PhD students or families. There is no mention of the credit score requirements for prospective renters which was stated at the meeting. Nor is there any mention that the attendees asked to be sent a copy of the proposal when submitted to the city and the Developers refused to grant even that courtesy to the community. There is no mention of the community request for a wall along the West side of the proposed development. For all of these reasons I am deeply concerned about this development especially if a privacy wall is not constructed. I do not believe this development should move forward. We have a safe and peaceful community with many children and thus safety is paramount.

Agenda #14 ZON-UDC-003166-2024**Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)****Lauren Pritchett**laurenspritchett@gmail.com**6102 Pherin Woods Ct****2025-02-16 21:51:32**

Please stop messing with our neighborhood. The vape store was bad enough. Then full use of West for the apartments- when supposed to use Old Shell only. Makes residents want to move out. Thank you for considering.

Agenda #14 ZON-UDC-003166-2024

Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)

John Bridges

jbrdg1@bellsouth.net

6036 Sussex Dr

2025-02-18 02:05:52

The drawing submitted to the people at the meeting on this project had the location of the project on the east side of University Blvd when it is actually on the west side. This was stamped by a professional engineer. What can we expect from these people if they can't tell us where they are building?

Agenda #14 ZON-UDC-003166-2024

Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)

Miller Mosley

millermosley1@gmail.com

6126 Pherin Woods Ct

2025-02-18 20:53:43

As a neighborhood on Pherin Woods Court we do not want this to be built. This will effectively diminish our property values.

Agenda #14 ZON-UDC-003166-2024

Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)

Stefan & Tom Koerner

stefan.koerner@evonik.com

6098 Pherin Woods Ct.

2025-02-18 21:52:05

We completely disagree with the rezoning of the property.

Agenda #14 ZON-UDC-003166-2024**Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)****Michelle DuBose Adams**michelleduboseadams@juno.com**6008 Ridgefield Place****2025-02-19 02:20:29**

Good evening Commissioner Woods This email comes to you in grave opposition to the application request for rezoning of property 186 and 162 East Drive from an R2 to R3 multifamily residential status. I urge you to consider the impact that the proposed change would bring to the already busy flow of traffic on East Drive. Even though East Drive is a relatively short street with single lane traffic flowing in each direction it is located between the USA Mitchell Center on the street's northern edge stretching toward the south into the Ridgefield subdivision. In addition to the traffic from the residences and through traffic there are currently already two apartment complexes a Kingdom Hall of Jehovah's Witnesses Islamic Center School and Mosque Mavis Discount Tires Peppermint Gelato Shop and a host of patio homes with some currently used a leased property. The property was converted from R1 to R2 zoning to accommodate family styled housing to which all nearby celebrated. Even the current apartment complex was aware of the negative impact upon the community landscape and closed off their property to flow out to Center Drive in order to minimize the impact of daily traffic within the community. Respectfully submitted Michelle DuBose Adams

Agenda #14 ZON-UDC-003166-2024**Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)****Charles Kraft**cksystem@bellsouth.net**5929 Windham Ct****2025-02-19 13:12:58**

The proposed development will create a traffic nightmare on East Drive and will lower the property values for all who live on East Drive. This is an ill conceived truly horrible plan. No consideration for current residents exist in this plan. Please do not allow this to happen.

Agenda #14 ZON-UDC-003166-2024

Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)

Rodger Woods

cwoods@lsu.edu

6094 Pherin Woods Ct

2025-02-19 14:38:26

I received from Ms. Tania Rizzuto a copy of the Neighborhood Meeting Summary for this proposal (available on your website) prepared by the Applicants. Very soon afterwards (22 minutes later the same day at 08:41 AM) I replied pointing out many serious shortcomings of the meeting summary as reported to the Commission in a comment I sent through the Commission's website earlier this month.* I requested that my comments be added to the Summary sent to the City (in fact the Summary may already have been sent to the City but the Applicants could have added an Addendum). Ms. Rizzuto replied copied to nbhasin@gmail.com (I assume that is one of the Applicants) the same day at 4:01pm. Her message in full is: "Hello" Thank you for reaching out with your questions and/or concerns. I want to assure you that your message has been received and someone will follow up with you shortly to address your inquiries." I am writing this comment to place on record that up to the present time I have not heard back from any of the Applicants. This follows a clear pattern established at the Neighborhood Meeting: these Applicants make many promises to try to placate Community criticism but never have any intention of actually following up on any of their promises. At the Neighborhood Meeting they made many promises to send attendees information later but they did not carry out those promises. It is regrettable that the Applicants did not submit a complete and accurate account of the Neighborhood Meeting and moreover ignored an attendee pointing out those misrepresentations. By behaving in such an unprofessional and unethical manner these Applicants are surely demonstrating that they are not fit to undertake this development and accordingly the rezoning request from these Applicants is not supportable. I respectfully and strongly urge the Commission to deny this request as the Applicants have repeatedly demonstrated their continued refusal to communicate in a professional and ethical manner with Community members. I should make clear that I am not related in any way as far as I am aware to Commissioner Josh Woods. *In brief the Applicants' Summary omits the meeting vote showing strong community opposition; it omits that the meeting felt that the siteplan circulated was too small to be readable and the developer promised to send a larger copy by e-mail which they have so far failed to do; it omits the finance details stated at the meeting; it omits the attendees' request for a copy of the proposal submitted which the Applicants denied; and it omits the community request for a wall along the West side of the lot.

Agenda #14 ZON-UDC-003166-2024

Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)

James Mark Swanzy

markswanzy@gmail.com

6139 Pherin Woods Ct

2025-02-19 15:32:53

I am opposed due to this property adjoining our subdivision as 4 to 6 recent rental property developments around our subdivision have all caused problems for the existing residence including additional traffic issues and pedestrian traffic crossing streets from these rental properties has increased near misses of vehicles hitting these pedestrians and reduced property value issues. So we are not opposing this development based on what might happen to our subdivision but what has happened in recent years and is happening presently. In the other 4 to 6 rental property developments the city never made these properties do what they said they were going to do like limit entrances to streets keep streets landscaping cut and edged border fencing maintained better lighting on streets etc. Old Shell can not handle more traffic from side streets with the volume multiple family/resident properties will allow. The proposed property developers talk about luxury apartments will be more expensive with better residents with credit scores above 800. First you can have a credit score of 800 and not be able to afford a luxury apartment. Second the proposed development has no green space pool or other amenities that does not sound like a luxury development to me. Due to the close proximity to the Uni. of South Alabama all these developers never charge the rents they say they always lower the rents for students to be able to afford these properties and then do not properly maintain them. Uni. of South Alabama just purchased the apartment complex at the corner of Old Shell Rd. and West Drive and they bought the old Morrison Nursery property on West Drive. Does Uni. of South Alabama plan to build more student housing on West Drive about 200 yards from the apartment complex they just purchased? Who knows? We do not feel it is right for the City to continue to change zoning from single family residential to multi-family among existing subdivisions. The apartment complex Uni. of South Alabama just purchased was approved as single family apartments with 300 parking spaces but the developer sold it as single bedroom rentals so four students to an apartment. That led to the developer needing 300 more parking spaces. They purchased the property across the street and built a parking lot which is against multiple city ordinances that state it would be dangerous to have parking lots across the street from the rental property. So we now have students wearing dark clothes wearing ear buds and walking out in front of vehicles on West Drive on a daily basis.

Agenda #14 ZON-UDC-003166-2024**Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)****Lisa & Jeff Beaverstock**jeff_beaverstock@alsd.uscourts.gov**6062 Brandy Run Rd S****2025-02-19 16:17:01**

We write today in opposition of the rezoning request for ZON-UDC-003166-2024 located at 162 and 186 East Drive. We attended the community meeting hosted by the developers at the University of South Alabama last month. The members of the community raised many concerns about the proposed rezoning application and the developers' intentions for the property. The developers' summary of the meeting submitted to the Commission does not accurately convey the sentiments expressed at the community meeting. The information provided by the developer was extremely limited and indicated the primary goal was to achieve the maximum occupancy allowed by the zoning regulations. The view of the community expressed by a vote of all present was decidedly against the project and the negative impact it would have on the surrounding neighborhood. We have lived in the Ridgefield subdivision for more than twenty years. Our neighborhood is quiet but has always had a problem with the volume of non-resident traffic cutting through our neighborhood from Airport Boulevard to the University of South Alabama. The requested zoning change and the proposed project will only exacerbate our traffic problem. To put it simply the requested rezoning would not constitute orderly development and would definitely not support the general welfare of the neighborhood. The proposed rezoning is inconsistent with the character of our neighborhood. We respectfully ask that you deny this rezoning application.

Agenda #14 ZON-UDC-003166-2024**Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)****Renee Smith**reneeandshawn@yahoo.com**6040 Sussex Dr****2025-02-19 19:32:55**

Opposed to proposed rezoning from R2 to R3 :-Procedural problems: neighbors not notified or provided required information per Code.-Substantive problems: Proposal not consistent with surrounding development and is not appropriate or compatible with the current zoning classification; Proposer cites financial harm to himself as justification for his request for zoning change. This justification is inconsistent with the Unified Development Code (UDC) 64-5-5.E and does not have the objective of carrying out a sound stable and desirable development such as that originally proposed and approved when he acquired the land.

Agenda #15 SUB-003209-2025 & ZON-UDC-003210-2025
GK Land Holdings, LLC (Jerry Byrd, Byrd Surveying, Inc., Agent)

Alton Maier
maierchip@gmail.com
3009 Blue Ridge Dr E
2025-02-10 19:31:57

We do not need a project with that much population density added to this part of the city To much traffic as it is

Agenda #15 SUB-003209-2025 & ZON-UDC-003210-2025
GK Land Holdings, LLC (Jerry Byrd, Byrd Surveying, Inc., Agent)

Stephanie Jones
jones@chbss.org
5612 James Madison Dr. N
2025-02-17 22:07:42

Please do not recommend that the old Knollwood Hospital property facing Knollwood Dr. be rezoned for apartments--even for people 55 and older. Chances are no agency would ensure the age or number of individuals living in each unit. Also the density of apartments on and very close to the Government St. end of Knollwood Dr. is already significant! An increase in traffic would mean more LOUD music and more BLASTING muffler sounds--especially late at night. Additionally more litter often comes with more traffic--and sometimes more crime with more people! Please help preserve the value and peace of the single-family homes that already exist in the proximity of the Knollwood Hospital property. Current apartment dwellers will also thank you for not increasing traffic noise litter and possible crime. Please vote NO on Agenda #15. Thank you!

Agenda #15 SUB-003209-2025 & ZON-UDC-003210-2025
GK Land Holdings, LLC (Jerry Byrd, Byrd Surveying, Inc., Agent)

Karlene Vesely
kwvesely@aol.com
5608 James Madison Dr N
2025-02-18 00:06:09

PLEASE! No more apartments on Knollwood. It's out of control traffic as it is now.

Agenda #15 SUB-003209-2025 & ZON-UDC-003210-2025
GK Land Holdings, LLC (Jerry Byrd, Byrd Surveying, Inc., Agent)

Charly Luellen
molulu@msn.com
5552 James Madison Dr N
2025-02-18 01:13:19

Thank you for giving me this opportunity to express my opinion. Our family (and neighbors!) Are **STRONGLY OPPOSED** to any more large developments in this area... we have already had instances of builders 'bait and switch'... saying they will build senior housing... then once it is rezoned they build apartments large subdivisions low-income housing etc... the infrastructure here can not handle another large development neither can the schools. And this is supposed to be a watershed area... they have been chopping away at it for years now. PLEASE I beg you to protect us Our investment our security and our **ENVIRONMENT..** please do not allow them to build any more apartments or subdivisions here! My family is ok with a reasonable **SENIORS ONLY** housing... but please make them guarantee this! Bait and switch is wrong. Thank you again for your time and the ability to give my opinion. Best wishes to you and yours.

Agenda #15 SUB-003209-2025 & ZON-UDC-003210-2025
GK Land Holdings, LLC (Jerry Byrd, Byrd Surveying, Inc., Agent)

Joan Gardner
jlgardner723@gmail.com
5550 James Madison Drive S
2025-02-18 15:14:20

Thank you for the opportunity to oppose the rezoning at 3300 Knollwood Drive. I have traffic concerns. There are already 3 existing apartment complexes within a mile or closer of this location - Sandpiper at Government Blvd. and Knollwood Dr. Woodside Apartments at Highway 90 and Landsdowne Drive and 61 Ninety West at Girby Road and Lloyd's Lane. Knollwood Drive already serves as a major south/north road and is heavily travelled - even on weekends. Please consider this from a safety standpoint and take into account the number of apartment complexes already in the area. Thank you.

Agenda #15 SUB-003209-2025 & ZON-UDC-003210-2025
GK Land Holdings, LLC (Jerry Byrd, Byrd Surveying, Inc., Agent)

David Brock
davidbrock67@bellsouth.net
2908 Petersburg Ct
2025-02-18 17:22:05

I am against the rezoning of the property to R-3. The Crossings Sandpiper Longleaf Pines and Turtle Creek are all existing multi family properties in the immediate area. The traffic along Knollwood Dr and Girby Rd is already dense and cannot support yet another multi family property. This presents a danger to both automobile and pedestrian traffic. The impact of additional crowding of the the existing schools in the area should also be considered. Additionally there are numerous single family residential neighborhoods in the area whose property values will be negatively impacted by this rezoning. Thank you for considering by comments and your service on this Commission to ensure safe and sustainable growth in Mobile.

Agenda #15 SUB-003209-2025 & ZON-UDC-003210-2025
GK Land Holdings, LLC (Jerry Byrd, Byrd Surveying, Inc., Agent)

Jason Salzberg
jason@gordon-oaks.com
3145 Knollwood Dr
2025-02-18 19:30:17

Hello. My name is Jason Salzberg. I am the general manager at Gordon Oaks Senior assisted and Independent living at 3145 Knollwood Drive in Mobile AL.. As you can imagine it is very disheartening to see that the city is considering approval for a new building project called Knollwood place right around the corner from our campus. Our campus has 3 senior Independent living buildings totaling 90 units as well as an Assisted Living facility and a Nursing home. Allowing The Knollwood place to be built right in our back yard would be devastating for us and our residents. Please consider that Knollwood Healthcare Nursing home and the Gordon Oaks facilities have been established pillars of the area for many many years. We respectfully ask you not to approve the Knollwood Place project. Thanks so much. Jason

Agenda #15 SUB-003209-2025 & ZON-UDC-003210-2025
GK Land Holdings, LLC (Jerry Byrd, Byrd Surveying, Inc., Agent)

Mary Dueitt
mbdueitt@bellsouth.net
3105 James Madison Dr W
2025-02-18 22:55:05

As a resident of Madison Place subdivision I am against apartment housing this close to the vicinity of my residence for fear of causing our property value to decrease

Agenda #15 SUB-003209-2025 & ZON-UDC-003210-2025
GK Land Holdings, LLC (Jerry Byrd, Byrd Surveying, Inc., Agent)

Cary Reams

maxax777@icloud.com

5708 Travelers Ct

2025-02-19 18:00:55

100% Categorically against the Planned Rezoning!!! The list of reasons is a mile long - but a few simple ones are the traffic on Knollwood the nearby retention pond and the simple destruction of a nice neighborhood area. Every person that I know that lives and owns land near this area is 100% against this change. We will NOT support this change and we will continue to oppose everyone and everything related to this change!!!

Agenda #15 SUB-003209-2025 & ZON-UDC-003210-2025
GK Land Holdings, LLC (Jerry Byrd, Byrd Surveying, Inc., Agent)

Cary Reams

maxax777@icloud.com

5708 Travelers Ct

2025-02-19 18:05:13

Just wanted to make sure you got my last 100% against this change! Again...100% fully and completely against this change! NO Negative DO NOT DO IT - totally disagree - it's a terrible idea and we are ALL AGAINST IT!!!! We do NOT support this proposed change!!!!

Byrd Surveying

2609 Halls Mill Road
Mobile, AL 36606

GK Land Holdings, LLC

1 Southern Way
Mobile, AL 36619

Knollwood Development, Inc.
c/o USA Foundation
P. O. Box 3148
Mobile, AL 36652

Southern AL Acquisitions I, LLC
1800 Rockaway Ave., Suite 200
Hewlett, NY 11557

Equity Trust Company Custodian FOB
John F Loupe IRA
19644 S. Muirfield Circle
Baton Rouge, LA 70810

Phillip & Edna Gabriel, Jr.
3492 Rue Royal
Mobile, AL 36693

Mary Britton & Sherry May
3488 Rue Royal
Mobile, AL 36693

Suzan & Frederick Touchton
3484 Rue Royal
Mobile, AL 36693

Robin J. Elliott
3480 Rue Royal
Mobile, AL 36693

ary & Melanie Olsen
3476 Rue Royal
Mobile, AL 36693

Melville & Odette Sternberg
3472 Rue Royal
Mobile, AL 36693

Daniel & Kimberly Blaich
3468 Rue Royal
Mobile, AL 36693

Jamie Barron
3464 Rue Royal
Mobile, AL 36693

Darrell R. Skipper
3460 Rue Royal
Mobile, AL 36693

Carolyn J. White, Trustee
3456 Rue Royal
Mobile, AL 36693

Floyd & Debra Stringfellow
3452 Rue Royal
Mobile, AL 36693

Martha Jean Reeves
6108 Macarthur Place Ct. S.
Mobile, AL 36609

Barbara N. Fretwell
3444 Rue Royal
Mobile, AL 36693

William & Phyllis Bullock
3440 Rue Royal
Mobile, AL 36693

Loupe Development, LLC
3476 Rue Royal
Mobile, AL 36693

Altapointe Health Systems, Inc.
5750A Southland Drive
Mobile, AL 36693

Richard & Joyce Florence
3436 Rue Royal
Mobile, AL 36693

Lawrence & Barbara Lemke
3432 Rue Royal
Mobile, AL 36693

Loupe Development, LLC
19644 S. Muirfield Circle
Baton Rouge, LA 70810

Lakesha L. Brackins
3424 Rue Royal
Mobile, AL 36693

Mariam Ayad Yousef
30369 Maury Court
Spanish Fort, AL 36527

Hoang Duong Do
3423 Rue Royal
Mobile, AL 36693

Leslie & Susanne Dukes
3427 Rue Royal
Mobile, AL 36693

Roderick & Laquise Mitchell
3443 Rue Royal
Mobile, AL 36693

Leo & Sidney Cain, Jr.
3447 Rue Royal
Mobile, AL 36693

Carlos & Vivian Thompson
3451 Rue Royal
Mobile, AL 36693

Varsha Kulkarni &
Indrakaran Rao Penmaraju
3455 Rue Royal
Mobile, AL 36693

Tanner McGill & Payton Mohan
3459 Rue Royal
Mobile, AL 36693

Jack & Melanie McCaskill
3463 Rue Royal
Mobile, AL 36693

Luther & Deborah Hartley
3467 Rue Royal
Mobile, AL 36693

Huong Thi Tran
3471 Rue Royal
Mobile, AL 36693

Walter & Cynthia Cazalas, Jr.
3475 Rue Royal
Mobile, AL 36693

Billy & Rhonda Daniels
3491 Rue Royal
Mobile, AL 36693

Armando Rodriguez-Castro
& Armando Rodriguez
3503 Rue Royal
Mobile, AL 36693

Amy E. Deas
3500 Rue Royal
Mobile, AL 36693

David & Mary Bark, Jr.
3496 Rue Royal
Mobile, AL 36693



Agenda Item # 15

SUB-003209-2025 & ZON-UDC-003210-2025

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:

3300 Knollwood Drive

Subdivision Name:

The Knollwood Place, First Addition

Applicant / Agent:

Jerry Byrd, Byrd Surveying, Inc.

Property Owners:

GK Land Holdings, LLC

Current Zoning:

R-1, Single-Family Residential Suburban District &
B-1, Buffer Business Suburban District

Proposed Zoning:

R-3, Multi-Family Residential Suburban District

Future Land Use:

Low Density Residential
& Traditional Center

Applicable Codes, Policies, and Plans:

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

Proposal:

- Subdivision approval to create one (1) legal lot of record.
- Rezoning from R-1 & B-1 to R-3.
 - 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 nine (9) conditions; and
2. Rezoning with one (1) condition.

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PLANNING COMMISSION **VICINITY MAP - EXISTING AERIAL**



The site is surrounded by residential units.

APPLICATION NUMBER 15 DATE February 20, 2025
 APPLICANT The Knollwood Place, First Addition
 REQUEST Subdivision, Rezoning from R-1 and B-1 to R-3



SITE HISTORY

Rezoning of the North portion of the site from R-A, Residence Agriculture District, to B-1, Buffer Business District, was adopted by City Council at its April 7, 1981, meeting.

The South portion of the site was recently recorded as Lot 1 of The Knollwood Place Subdivision, the plat for which was approved by the Planning Commission in April 2024 and subsequently recorded in Probate Court.

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

STAFF COMMENTS

Engineering Comments:

Subdivision:

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

- A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
- B. Revise NOTES #7 – Delete “...(FLIGHT 21 - #85)...”.
- C. Revise NOTES #7 – Revise “...LOT A – 100,000 SF.” to “LOT A – NONE.”
- D. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

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

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

Planning Comments:

Subdivision

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

The site has frontage along Knollwood Drive, a major collector street requiring a 100-foot-wide right-of-way, and Medical Park Drive, a minor street with curb and gutter requiring a 50-foot-wide right-of-way. The plat depicts a sufficient right-of-way widths along both streets, making additional dedication unnecessary.

A 25-foot corner radius at the intersection of Knollwood Drive and Medical Park Drive was dedicated with the recording of the most recent subdivision and should be retained on the Final Plat, if approved.

The lot, as proposed, exceeds the minimum area requirements for lots served by public water and sanitary sewer in R-1 Suburban and B-1 Suburban districts, and it will exceed the same requirements for similar lots in an R-3 Suburban district if the rezoning request is approved. The lot's size is labeled in both square feet and acres on the preliminary plat, as required by Section 5.A.2(e)(4) of the Subdivision Regulations. This information should be retained on the Final Plat, if approved; or provision of a table with the same information on the Final Plat will suffice.

The proposed lot meets the minimum 60-foot width requirement of Section 6.C.2(b)(2) of the Subdivision Regulations for residential lots located within the Suburban sub-district.

A 25-foot front yard setback is illustrated along Knollwood Drive and Medical Park Drive on the preliminary plat, in compliance with Section 5.C.2.(i) of the Subdivision Regulations, and Article 2, Section 64-2-7.E. of the Unified

Development Code (UDC), for lots in an R-3 Suburban district. If approved, this information should be retained on the Final Plat.

A 100-foot setback is illustrated where the site adjoins a single-family residential subdivision, to the West. This exceeds the applicable setback and protection buffer requirements of the UDC for lots in any zoning district. While side yard setbacks are not required to be depicted on a subdivision plat, provision of such a large setback may be acceptable to the property owner and the surrounding neighborhood to prevent development within at least 100 feet of the adjoining subdivision; however, the side yard setback may be removed from the plat prior to its recording in Probate Court.

If approved, the subdivision would result in the lot being split-zoned, R-1 and B-1. 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 the lot being split-zoned R-1 and B-1. The applicant's justification for the rezoning can be viewed using the link on Page 1 of this report. In this instance, the subdivision of land may make reclassification necessary and desirable to eliminate split zoning. If approved, the Rezoning process should be completed prior to signing the Final Plat for the proposed subdivision.

The site is bordered by B-1 properties, to the North, East, South, and Northwest, only two (2) of which are developed. Properties to the Southwest are zoned R-1 and are all developed with single-family dwellings.

The site plan submitted with the rezoning application conceptualizes the construction of an apartment complex dedicated to housing elderly people, a use permitted by right in an R-3 Suburban district. The property is currently undeveloped, therefore, if approved, full compliance with the development standards of the UDC will be required and must be illustrated on all site plans submitted for review with the associated development permits.

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 Knollwood Drive (100 feet) and Medical Park Drive (50 feet) on the Final Plat;
2. Retention of the 25-foot corner radius at the intersection of Knollwood Drive and Medical Park Drive;
3. Retention of the 25-foot minimum building setback line along both street frontages;
4. Retention of the lot size label 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. Completion of the Rezoning process to eliminate the potential for split-zoning prior to signing the Final Plat;

6. Compliance with all Engineering comments noted in this staff report;
7. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
8. Compliance with all Urban Forestry comments noted in this staff report; and,
9. 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 Rezoning is intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

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

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

- A) Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
- B) Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
- C) Compatibility. Whether the proposed amendment is compatible with:
 - (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.

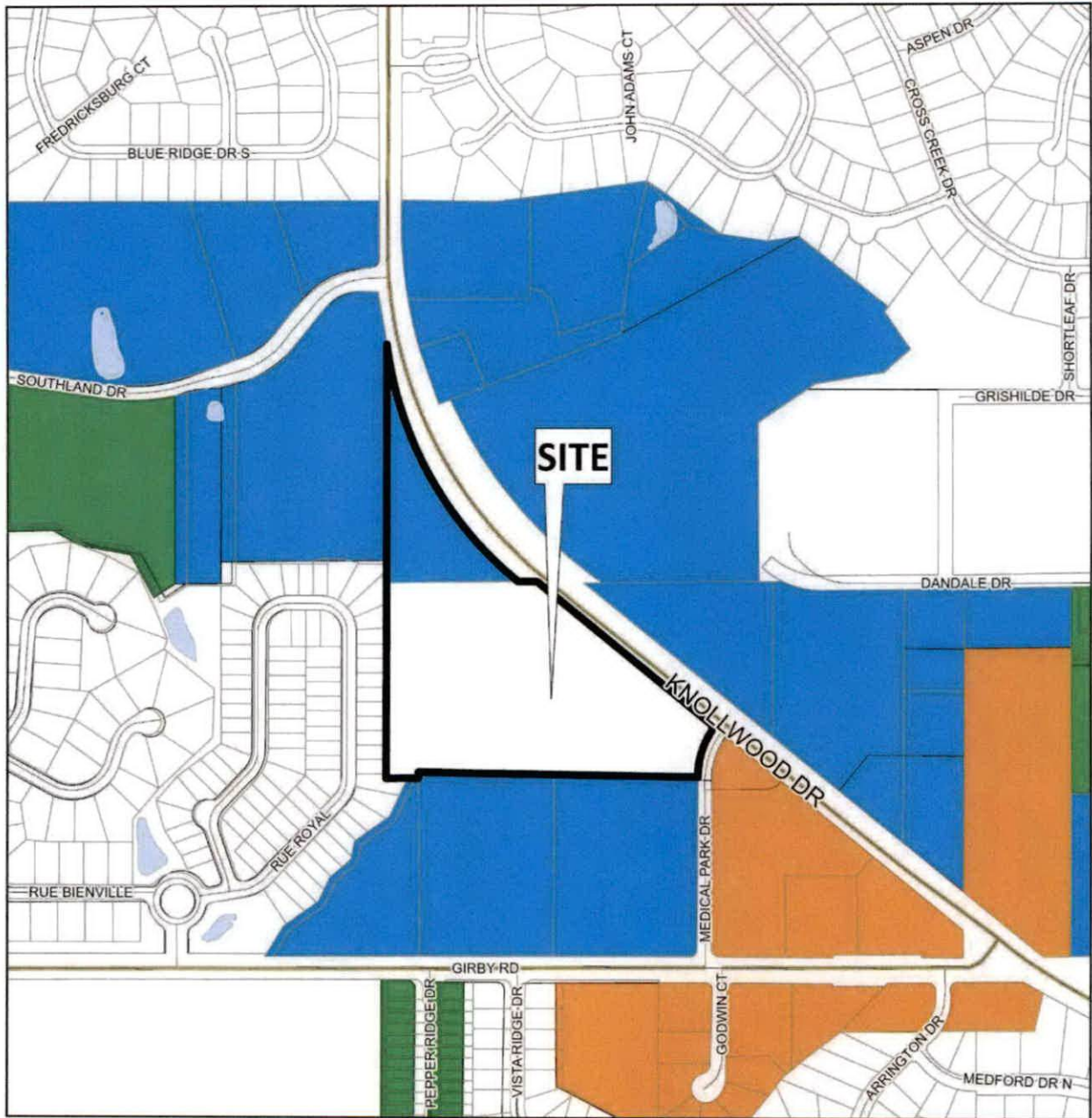
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

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

1. Full compliance with all municipal codes and ordinances.

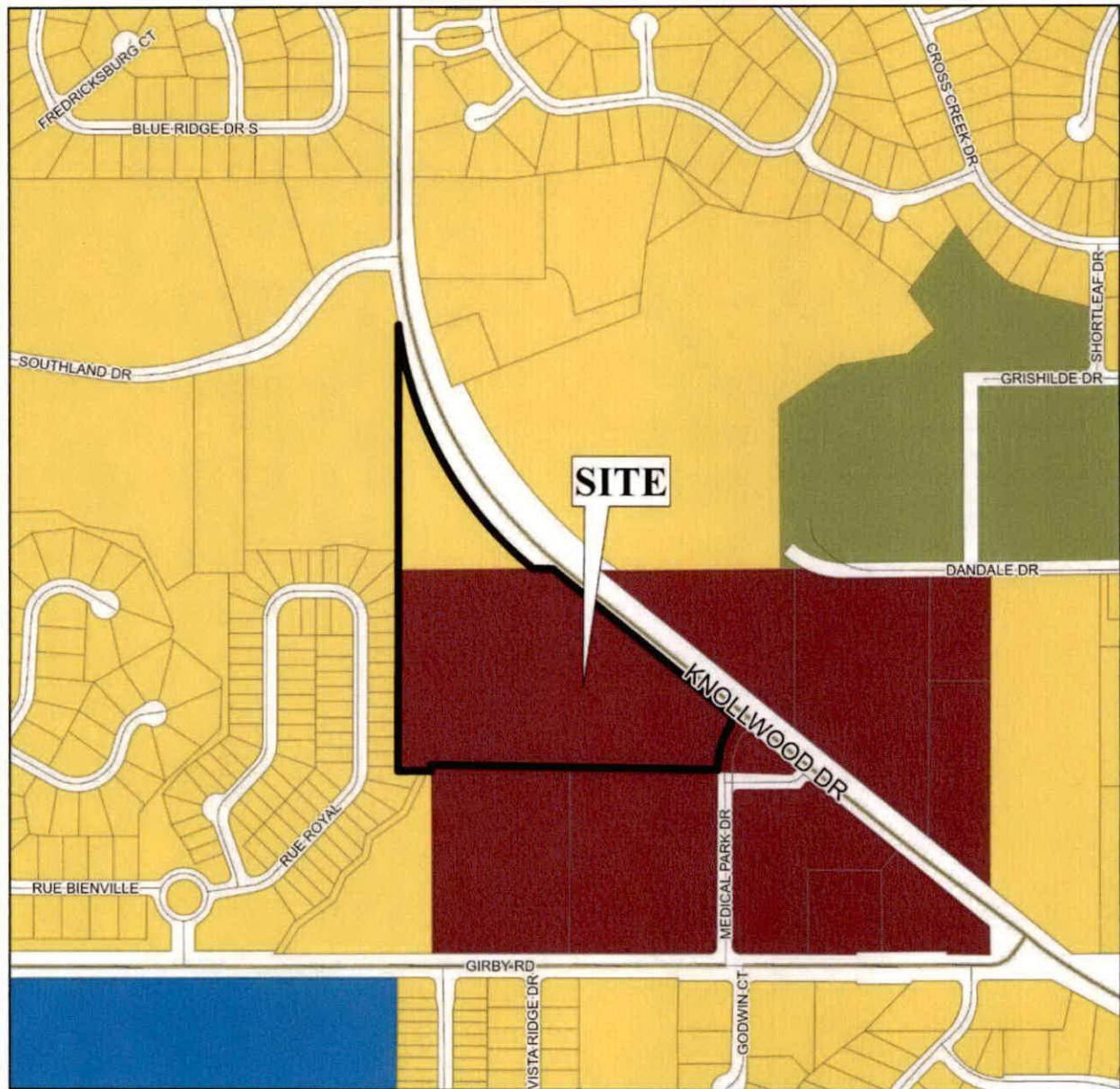
LOCATOR ZONING MAP



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



FLUM LOCATOR MAP



APPLICATION NUMBER 15 DATE February 20, 2025

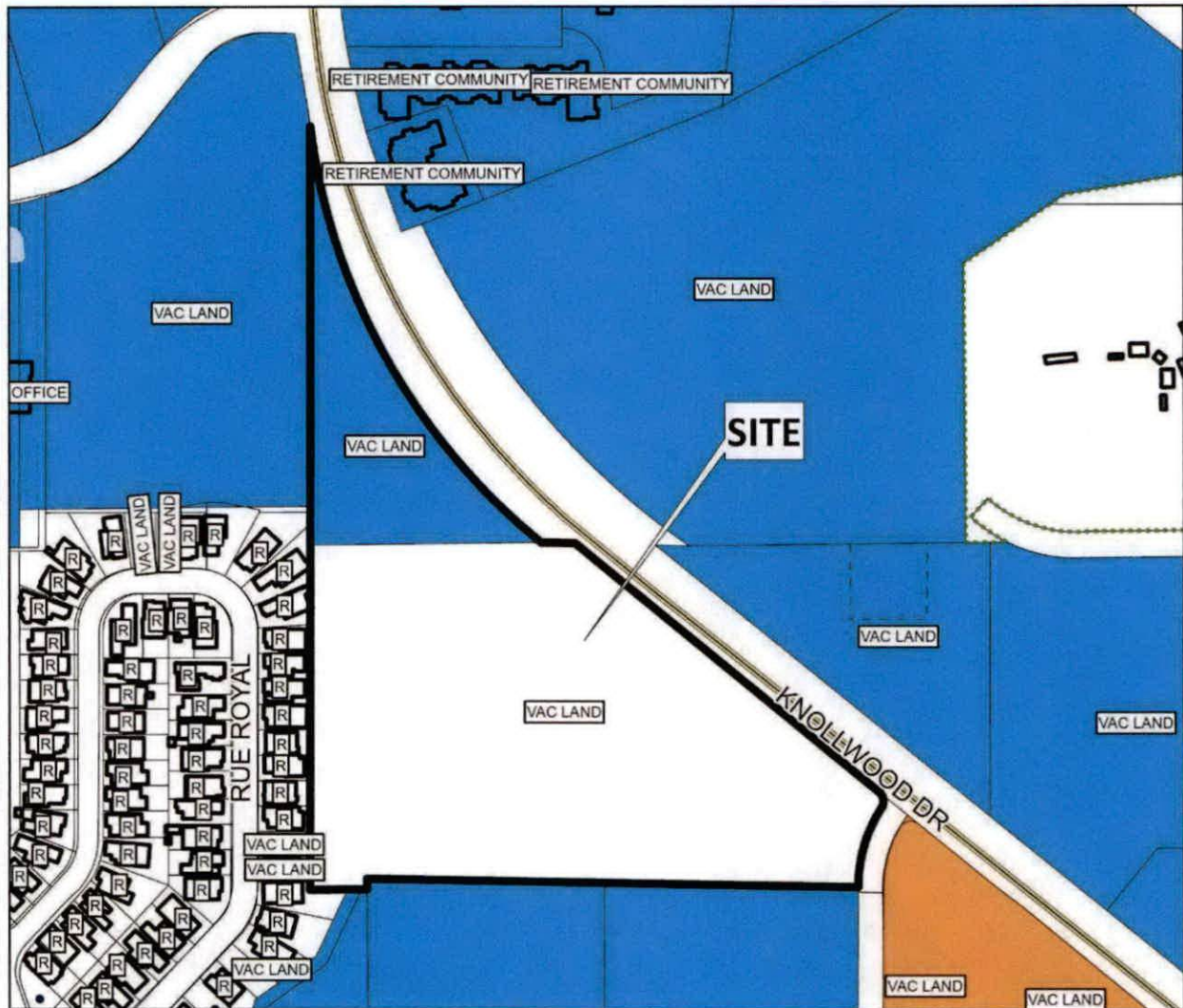
APPLICANT The Knollwood Place, First Addition

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

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



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units.

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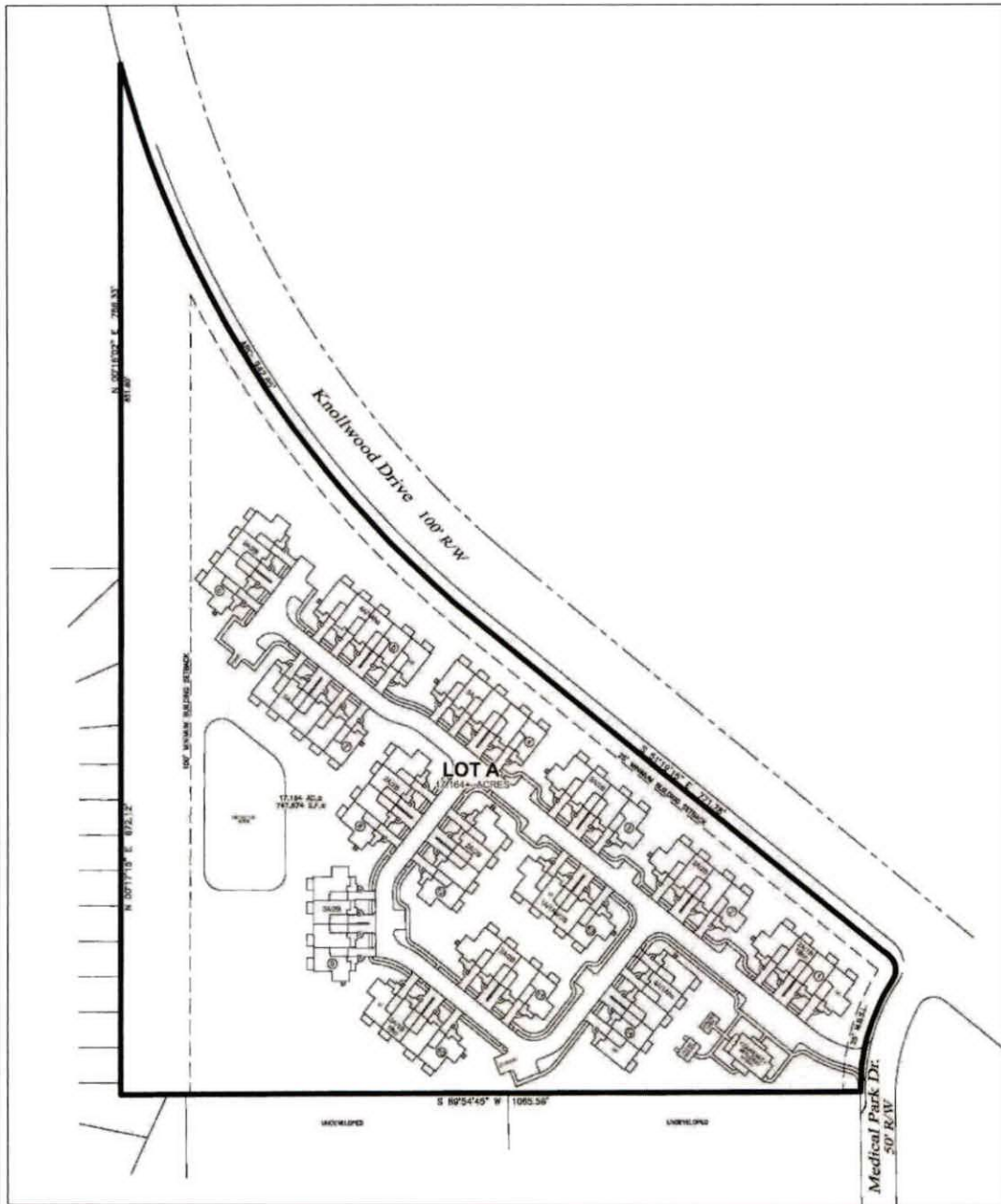
APPLICANT The Knollwood Place, First Addition

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

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



SITE PLAN



The site plan illustrates the proposed buildings, setbacks, and drives.

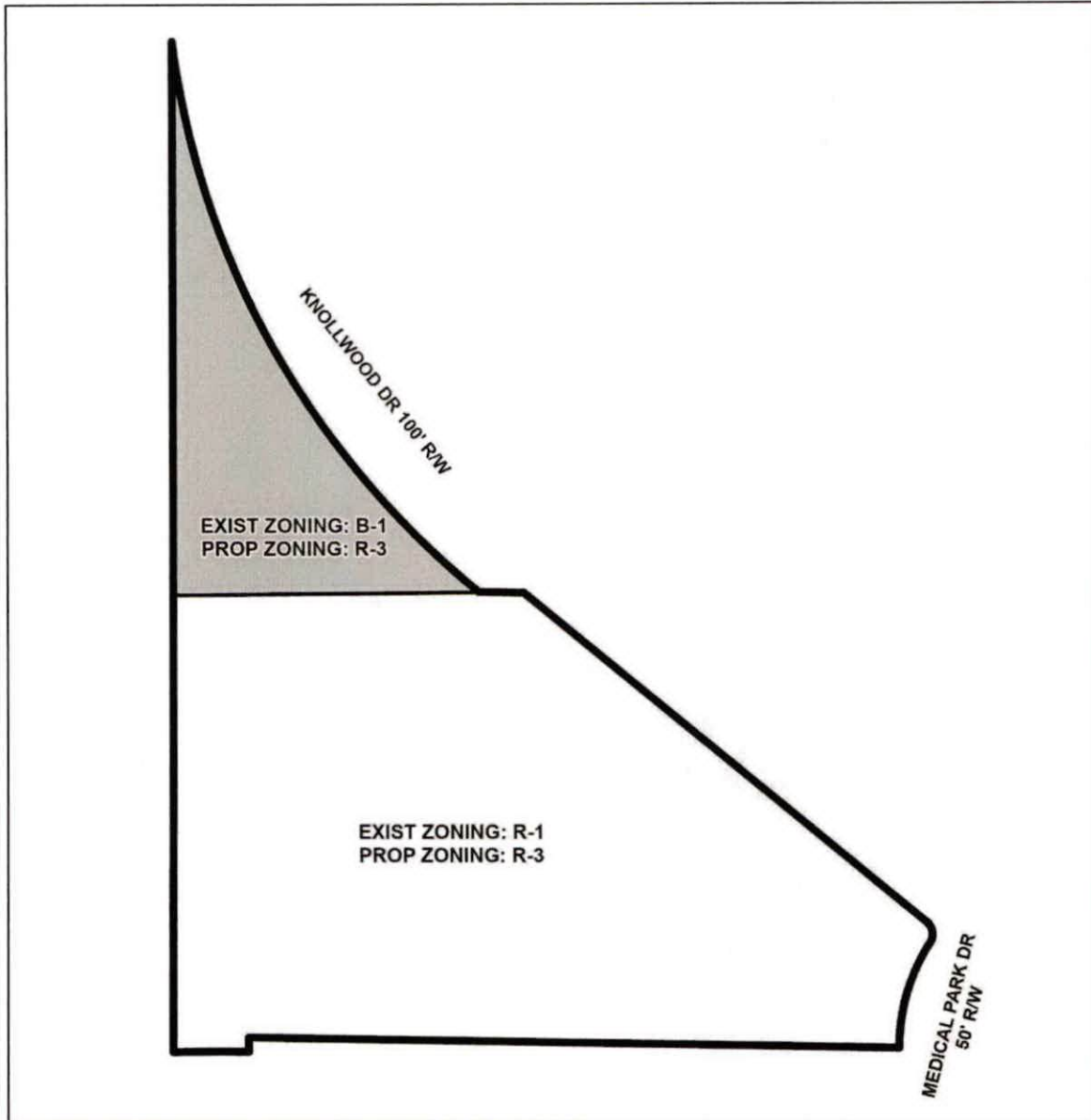
APPLICATION NUMBER 15 DATE February 20, 2025

APPLICANT The Knollwood Place, First Addition

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



DETAIL SITE PLAN



APPLICATION NUMBER 15 DATE February 20, 2025

APPLICANT The Knollwood Place, First Addition

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



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

Zoning District Correspondence Matrix

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

Residential Land Use

LOW DENSITY RESIDENTIAL (LDR)

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

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

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

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

NEIGHBORHOOD CENTER (NC)

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

General Principles for Neighborhood Centers:

- NC should support a limited amount of commercial employment
- NC should incorporate some residential use, which may vary in type from detached single family, townhouse, accessory and live-work units in mixed use and low-rise multifamily structures.
- The residential density in NC designations—ranging from 4 to 10 du/ac—must be compatible in character with that of surrounding residential development, providing appropriate transitions in height, massing and other buffering from one land use district to the next.
- The retail and housing uses should merge around vibrant, compact, accessible nodes, located at key

neighborhood intersections or along short road segments.

- The NC nodes should be connected to the surrounding neighborhood and nearby public uses (e.g., schools, parks, etc.) via well-designed sidewalks and complete streets.

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

Additional Attributes of Neighborhood Centers:

- NC in traditional contexts: These tend to be in those areas east of the Beltline and correspond to MxDR neighborhoods. In these NCs, buildings should orient to the street, with on-site parking typically pushed to the back of the site. The design qualities of the public realm are emphasized, including the provision of continuous sidewalks, tree canopy, pedestrian amenities, on-street parking and bicycle facilities where appropriate.
- NC in suburban contexts: These generally are located among the LDR land use designations in the areas west of the Beltline. Where they exist, these centers currently have a more pronounced

vehicular orientation. Therefore, the emphasis is on retrofitting to improve internal walkability (e.g., through the addition of sidewalks, tree canopy, protection from the elements) and external connectivity to the surrounding areas (via sidewalks, paths and trails, street crossings, transit stops, etc.) and to increase the mix and density of uses (e.g., infill of outparcels, addition of housing, etc.).

**AN ORDINANCE APPROVING A LAND EXCHANGE AND AUTHORIZING THE
EXECUTION OF A LAND EXCHANGE AGREEMENT BETWEEN THE MOBILE AREA
MARDI GRAS ASSOCIATION AND THE CITY OF MOBILE**

Sponsored by Mayor William S. Stimpson William Carroll, Councilmember

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

SECTION ONE: It is hereby found and determined by the City Council of the City of Mobile, Alabama, that the City seeks to acquire that certain real property known as **“Lot 3,”** Key ID 737947, approximately 0.4681 +/- acres, \$142,700.00, and **“Lot 4,”** Key ID 737938, approximately 0.447 +/- acres, \$136,300.00, owned by **Dearborn YMCA**, (hereinafter referred to as **“”**) (as shown and described in Exhibit "A"); and

Property located at 321 N Warren St., Mobile, AL 36603, with Key ID 737929, approximately 2.5049 +/- acres, with all improvements located thereon, **“Lot 1”**, \$763,800.00, owned by the City of Mobile, (hereinafter referred to as **“CITY”**), and the City leases Lot 1 to Dearborn (as shown and described on Exhibit "B"), is not now needed for public or municipal purposes and that it is in the best interest of the City of Mobile and in the public interest that said property be granted to Dearborn YMCA..

Vacant property located in Mobile, AL 36603 with Key ID 2111869, **“Lot 2”** (as shown and described on Exhibit “C”), the real property and all improvements located thereon; and vacant property located in Mobile, AL 36603 with Key ID 4007018 by tax deed, **“Lot 7”** (as shown and described on Exhibit D).

City hopes to reach an agreement with Dearborn to swap ownership of real property so that (i) the City conveys title of Lot 1 to Dearborn, or to an entity that will allow Dearborn to continue its current operations on Lot 1, and (ii) Dearborn conveys Lot 3 and Lot 4 to City; and City will then convey title to Lot 3, Lot 2, and Lot 4 to MAMGA. Because the City of Mobile obtained title to Lot 7 by a tax deed, the City will commence quiet title action on Lot 7 prior to convey title to Lot 7 to MAMGA.

SECTION TWO: In order to accomplish said transfer, the Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and in the name of and on behalf of the City of Mobile, the Land Exchange agreement for the property shown above.

SECTION THREE: Said Agreement is by reference made a part of this Ordinance as fully as if set forth herein and a copy of such will be on file in the office of the City Clerk of the City of Mobile, 9th Floor, Government Plaza, 205 Government Street, Mobile, Alabama.

SECTION FOUR: Carleen Stout, Deputy Director of Real Estate and Asset Management, of the City of Mobile is hereby authorized and directed to negotiate, and to execute for and in the name and on behalf of the City of Mobile, whatever supporting documents, affidavits, closing statements, or other ancillary forms necessary to complete the conveyance of said property.

SECTION FIVE: The additional funds from this Land Exchange are to be placed in the Real Estate and Acquisitions and development Account.

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

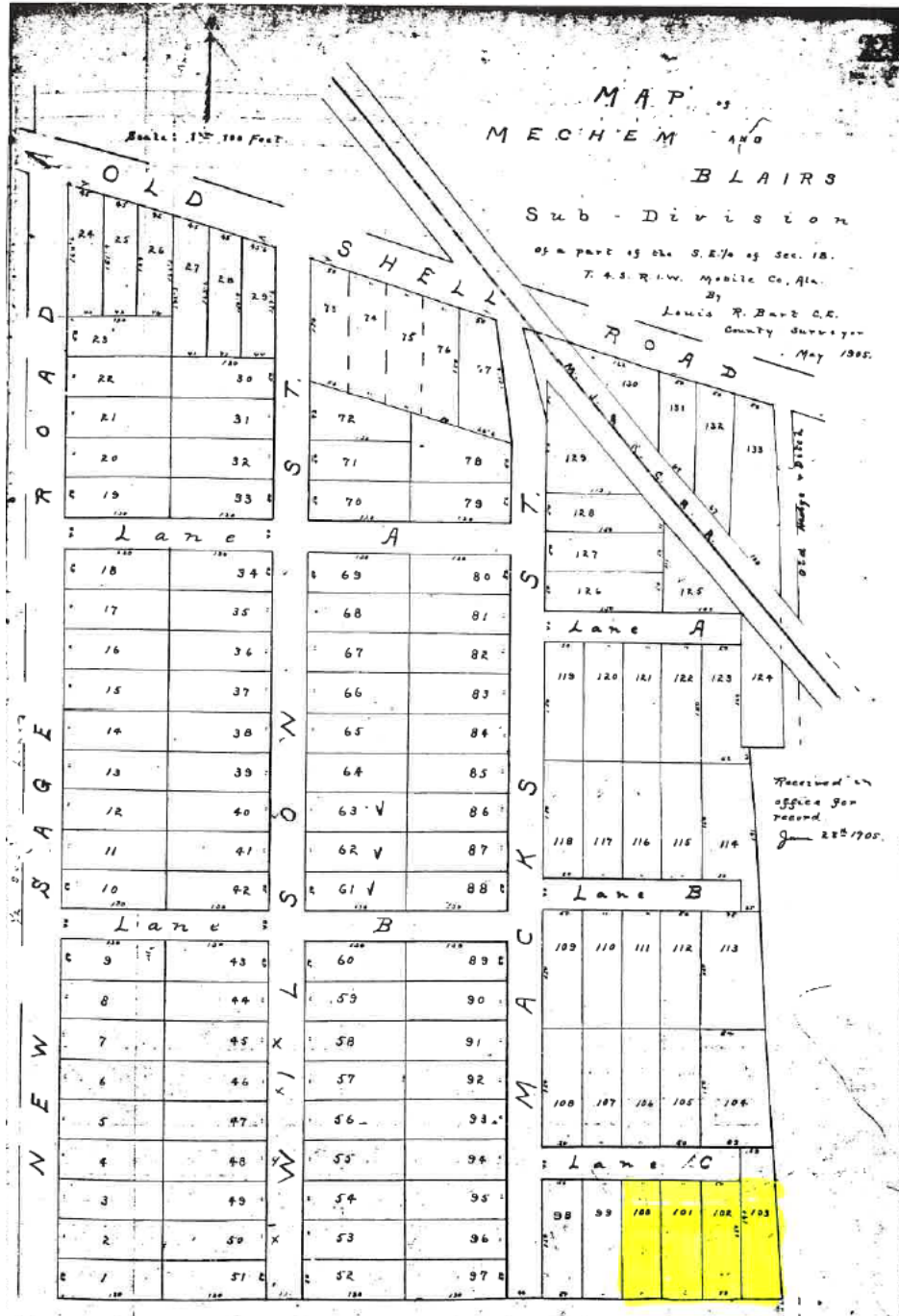
Adopted:

City Clerk

Exhibit "A"

2865 Phillips St.

LOTS 100, 101, 102, & 103 MECHEM & BLAIR SUB DBK 117 P 221 LESS
AND EXCEPT 40 FT OF LOT 103 FOR ROAD RIGHT OF WAY



LAND EXCHANGE AGREEMENT

THIS LAND EXCHANGE AGREEMENT (this “Agreement”) is made this ____ day of _____, 2025, by **DEARBORN YMCA** (“Dearborn”) and **CITY OF MOBILE, ALABAMA** (“City”).

Recitals:

WHEREAS, Dearborn is the owner of two adjacent parcels of real property pursuant to that certain deed recorded at RP Book 4985, Page 1927, as to the real property located at 321 Adams St., Mobile, AL with Key ID 737947 (“**Lot 3**”) and that certain unrecorded Tax Deed #4000 as to the other located at 321 Adams St., Mobile, AL with Key ID 737938 (“**Lot 4**”), both lots being more particularly described on Exhibit A; and

WHEREAS, City is the owner of that certain real property located at 321 N Warren St, Mobile, AL 36603 with Key ID 737929 and more particularly described on Exhibit B attached hereto (the real property and all improvements located thereon, “**Lot 1**”) pursuant to that certain deed recorded at RP Book 1442, Page 297, and the City leases Lot 1 to Dearborn; and

WHEREAS, City is the owner of that certain real property located at 305 Congress St, Mobile, AL 36603 with Key ID 2111869 and more particularly described on Exhibit C attached hereto (the real property and all improvements located thereon, “**Lot 2**”) and plans to convey Lot 2 to MAMGA; and

WHEREAS, City is also the owner of the real property located on Lyons Street and more particularly described on Exhibit D attached hereto (the real property and all improvements located thereon, “**Lot 7**”) pursuant to that certain deed recorded as Instrument No. 2020012077; and

WHEREAS, City hopes to reach an agreement with Dearborn to swap ownership of real property so that (i) the City conveys title to Lot 1 to Dearborn, or to an entity that will allow Dearborn to continue its current operations on Lot 1, and (ii) Dearborn conveys Lot 3 and Lot 4 to City; and

WHEREAS, City will then convey title to Lot 3, Lot 4, and Lot 7 to MAMGA.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the above, of the mutual promises contained herein and for other valuable consideration, the receipt of which is acknowledged by each of the parties from each of the other parties, the parties do hereby agree as follows:

1. City will convey Lot 2 to Dearborn.
2. Because City obtained title to Lot 7 by a tax deed, the City will commence a quiet title action on Lot 7 prior to conveying title to Lot 7 to Dearborn.

3. City will convey Lot 1, as shown on Exhibit B, to Dearborn, by Statutory Warranty Deed.

4. Dearborn will convey Lot 3 as shown on Exhibit A to City by quit claim deed and Lot 4, as shown on Exhibit A, to City by Statutory Warranty Deed.

5. City will then convey Lot 3, Lot 4, and Lot 7 to MAMGA.

All of the above-referenced documents will be executed and held in escrow by Surety Land Title, Inc. ("Closing Agent"), until all documents are ready for recording, at which time they will be recorded simultaneously in the order set forth hereinabove, which recording shall hereinafter be referred to as "Closing".

6. CONDITIONS:

(a) All liens and other encumbrances against Lot 3 and 4 must be released or satisfied by Dearborn prior to or at Closing.

(b) Title must be delivered by each party by Statutory Warranty Deed and must be insurable title, subject only to ad valorem taxes for the current year, easements of record, and such other encumbrances as may be agreed to by the parties, provided, however, that the Dearborn shall only provide a quit claim deed for the property within Lot 3 which it acquired by tax deed.

7. REPRESENTATION AND WARRANTIES: As an inducement to each of the parties hereto, the parties represent and warrant to each other:

(a) No party is prohibited from consummating this Agreement by any law, regulation, agreement, instrument, restriction order or judgment.

(b) There are no contracts or other obligations outstanding for the sale, exchange or transfer of the properties or any portion thereof.

(c) There are no pending or threatened condemnation or similar proceedings affecting the lands or any portions thereof, nor has any party any knowledge that any such actions are presently contemplated.

8. LABOR OR MATERIAL: Dearborn and City each furnish at Closing an affidavit and indemnification agreement in form satisfactory to Closing Agent showing that all labor or materials, if any, furnished to the subject properties within 120 days prior to the date of Closing have been paid and agreeing to indemnify Closing Agent against any loss from any cause or claim arising therefrom.

9. CLOSING: The Closing shall take place at a date and time mutually agreeable to both parties, but no later than _____, 2025.

10. CLOSING EXPENSES: Dearborn and City shall each share equally in the costs of Closing, including recording fees and closing fees. Either party desiring title insurance will bear its own cost therefor.

11. ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties and there are not representations, inducements or other provisions other than those expressed in writing. All changes, additions or deletions hereto must be in writing and signed by all parties.

12. GOVERNING LAW: This Agreement shall be governed, interpreted and construed under the substantive laws of the State of Alabama, without regard to conflict of law principles thereof.

13. NOTICES: All notices which are required hereunder to be in writing shall be effective with respect to the party who is to receive them as of the date on which notice is (i) telecopied to the office of the part of their counsel, (ii) mailed in care of such party of their counsel in any United State Post Office by certified or registered mail, postage prepaid or (iii) hand delivered by messenger, overnight service or otherwise to the office of the party of their counsel. The addresses for such notices are as follows:

Dearborn YMCA

321 N. Warren St.
Mobile, AL 36603

City of Mobile
P. O. Box 1827 (mailing)
Mobile, Alabama 36633-1827

With copy to:
Ricardo Woods, City Attorney
205 Government Street (physical)
Mobile, Alabama 36644
P. O. Box 1827 (mailing)
Mobile, Alabama 36633-1827
Attention: City Attorney
rwoods@cityofmobile.org

[EXECUTION ON FOLLOWING PAGES]

[SIGNATURES BEGIN ON THE NEXT PAGE]

IN WITNESS WHEREOF, Dearborn and City have executed this Agreement as of the date first above written with the intent that this Agreement take effect as an instrument under seal.

[Dearborn YMCA entity]

By: _____
_____, its _____

[Seal]

STATE OF ALABAMA

COUNTY OF MOBILE

I, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE SAID COUNTY IN SAID STATE, HEREBY CERTIFY THAT _____, WHOSE NAME AS _____, OF _____, IS SIGNED TO THE FOREGOING INSTRUMENT, AND IS KNOWN TO ME ON THIS DAY, THAT BEING INFORMED OF THE CONTENTS OF THE WITHIN INSTRUMENT, S/HE, WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY, ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND THIS _____ DAY OF _____, 2025.

[SIGNATURE CONTINUE ON FOLLOWING PAGE]

CITY OF MOBILE, a municipal corporation

By: _____
William S. Stimpson, its Mayor

[Seal]

ATTEST:

Lisa C. Lambert, as City Clerk

[END OF SIGNATURE]

EXHIBIT A

Legal Descriptions of Lot 3 and Lot 4

EXHIBIT B

Legal Description of Lot 1:

(Note that the vesting legal description from RP Book 1442, Page 297 covers Lots “1 and 2” as labeled on the subdivision map 23, 78 and that does not include all of the Lot 2 that we are trying to convey since there no longer appears to be a cul-de-sac running through Lot 2 – need property lines definite if Dearborn and MAMGA are going to be neighboring owners as opposed to City and MAMGA)

EXHIBIT C
Legal Descriptions of Lot 2

EXHIBIT D
Legal Descriptions of Lot 7

**AN ORDINANCE APPROVING A LAND EXCHANGE AND AUTHORIZING THE
EXECUTION OF A LAND EXCHANGE AGREEMENT BETWEEN THE KNIGHTS OF
REVELRY INC. AND THE CITY OF MOBILE**

Sponsored by Mayor William S. Stimpson and Cory Penn and William Carroll, Councilmembers

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

SECTION ONE: It is hereby found and determined by the City Council of the City of Mobile, Alabama, that the City seeks to acquire that certain real property at 2865 Phillips Street, approximately 4.0 +/- acres, appraised for \$271,000.00, owned by **Knights of Revelry Inc.** (hereinafter referred to as “**KOR**”) (as shown and described in Exhibit "A") and that Lot A in the Parks Subdivision as shown on the plat hereof recorded in Instrument Number 2025007903, approximately 1.71 +/- acres, appraised for \$477,000.00, owned by the City of Mobile (hereinafter referred to as “**CITY**”) (as shown and described on Exhibit "B") is not now needed for public or municipal purposes and that it is in the best interest of the City of Mobile and in the public interest that said property be granted to KOR with an additional consideration equal to the difference in appraisal values of \$206,000.

SECTION TWO: In order to accomplish said transfer, the Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and in the name of and on behalf of the City of Mobile, the Land Exchange agreement for the property shown above.

SECTION THREE: Said Agreement is by reference made a part of this Ordinance as fully as if set forth herein and a copy of such will be on file in the office of the City Clerk of the City of Mobile, 9th Floor, Government Plaza, 205 Government Street, Mobile, Alabama.

SECTION FOUR: Carleen Stout, Deputy Director of Real Estate and Asset Management, of the City of Mobile is hereby authorized and directed to negotiate, and to execute for and in the

name and on behalf of the City of Mobile, whatever supporting documents, affidavits, closing statements, or other ancillary forms necessary to complete the conveyance of said property.

SECTION FIVE: The additional funds from this Land Exchange are to be placed in the Real Estate and Acquisitions and Development Account.

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

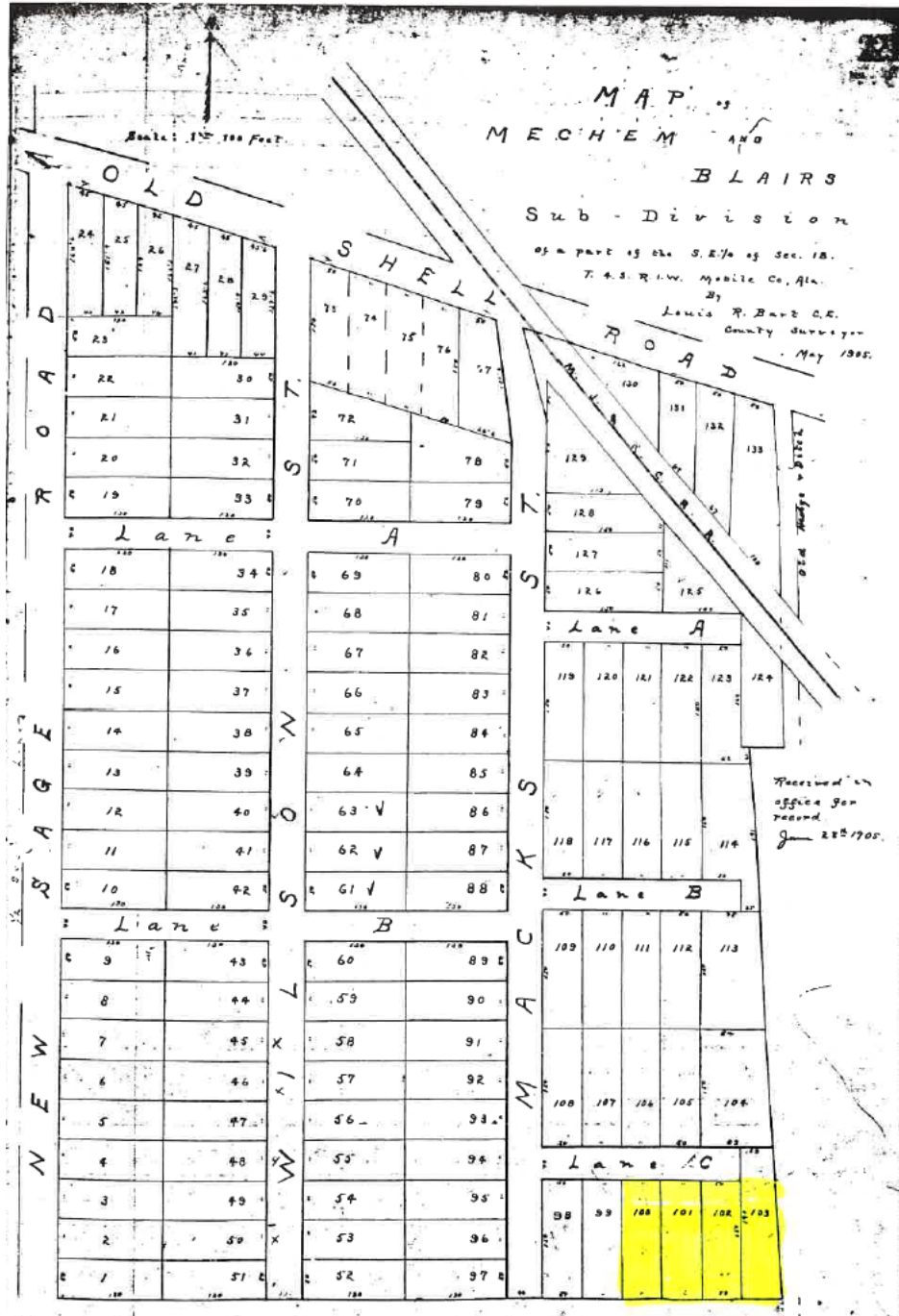
Adopted:

City Clerk

Exhibit "A"

2865 Phillips St.

LOTS 100, 101, 102, & 103 MECHEM & BLAIR SUB DBK 117 P 221 LESS
AND EXCEPT 40 FT OF LOT 103 FOR ROAD RIGHT OF WAY



LAND EXCHANGE AGREEMENT

THIS LAND EXCHANGE AGREEMENT ("Agreement"), entered into this the 13th day of March, 2025, by and among the **Knights of Revelry Inc.** (hereinafter referred to as "**KOR**") and **City of Mobile, Alabama** (hereinafter referred to as "**City**").

RECITALS:

WHEREAS, KOR is the owner of that certain real property located at 2865 Phillips St. in Mobile, Alabama and more particularly described on Exhibit "A", attached hereto and incorporated ("**2865 Phillips St.**"); and

WHEREAS, City is the owner of certain real property referred to as Lot A in the Parks Subdivision, as shown on the plat thereof recorded in Instrument Number 2025007903, of the records in the Office of the Judge of Probate of Mobile County, Alabama, and attached hereto and incorporated herein as Exhibit "B" ("**Lot A**"); and

WHEREAS, KOR and City desire to swap ownership of their respective real property as described hereinabove and have agreed that KOR will pay City an amount equal to the difference between the value of Lot A and the value of 2865 Phillips St.

WHEREAS, City had both properties appraised by MD Bell Company, Inc., and the appraised values were \$477,000.00 for Lot A and \$271,000.00 for the Phillips St. parcel.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the above, of the mutual promises contained herein and for other valuable consideration, the receipt of which is acknowledged by each of the parties from each of the other parties, the parties do hereby agree as follows:

1. City will convey Lot A to KOR as shown on Exhibit "B", attached hereto and incorporated herein by reference, by Statutory Warranty Deed.

2. KOR will convey to City 2865 Phillips St. as described in Exhibit "A", attached hereto and incorporated herein by reference, by Statutory Warranty Deed. Lot A and 2865 Phillips St. shall be collectively referred to herein as "**Properties**."

3. As additional consideration, KOR shall pay City an amount equal to the difference between the value of Lot A and the value of 2865 Phillips St., and the parties hereby agree that said amount is \$206,000.00.

4. All of the above-referenced deeds will be executed and held in escrow by Surety Land Title, Inc. ("**Escrow Agent**"), until all documents are ready for recording, at which time they will be recorded simultaneously in the order set forth hereinabove, which recording shall hereinafter be referred to as "**Closing**".

5. CLOSING CONDITIONS:

(a) All liens and other encumbrances against the subject Properties must be released or satisfied prior to or at Closing.

(b) Title must be delivered by each party by Statutory Warranty Deed and must be marketable title, subject only to ad valorem taxes for the current year, easements of record, and such other encumbrances as may be agreed to by the parties.

(c) KOR and City shall each furnish at Closing an affidavit and indemnification agreement in a form satisfactory to Escrow Agent (i) showing that all labor or materials, if any, furnished to the Properties within 120 days prior to the date of Closing have been paid and (ii) agreeing to indemnify Escrow Agent against any loss from any cause or claim arising therefrom.

(d) At or prior to Closing, KOR shall pay \$206,000.00 to Escrow Agent to be held in escrow and released to City upon recordation of the Statutory Warranty Deeds required herein.

6. REPRESENTATION AND WARRANTIES: As an inducement to each of the parties hereto, the parties represent and warrant to each other:

(a) No party is prohibited from consummating this Agreement by any law, regulation, agreement, instrument, restriction order or judgment.

(b) There are no contacts or other obligations outstanding for the sale, exchange or transfer of the Properties or any portion thereof.

(c) There are no pending or threatened condemnation or similar proceedings affecting the Properties or any portions thereof, nor has any party any knowledge that any such actions are presently contemplated.

7. CLOSING: The Closing shall take place at a date and time mutually agreeable to both parties, but no later than _____, 2025.

8. CLOSING EXPENSES: KOR and City shall each share equally in the costs of Closing, including recording fees and closing fees. Either party desiring title insurance will bear its own cost therefor.

9. ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties and there are not representations, inducements or other provisions other than those expressed in writing. All changes, additions or deletions hereto must be in writing and signed by all parties.

10. GOVERNING LAW: This Agreement shall be governed, interpreted and construed under the substantive laws of the State of Alabama, without regard to conflict of law principles thereof.

11. NOTICES: All notices which are required hereunder to be in writing shall be effective with respect to the party who is to receive them as of the date on which notice is (i) telecopied to the office of the part of their counsel, (ii) mailed in care of such party of their counsel in any United State Post Office by certified or registered mail, postage prepaid or (iii) hand

delivered by messenger, overnight service or otherwise to the office of the party of their counsel.
The addresses for such notices are as follows:

Knights of Revelry Inc.
Attn: Tom Cunningham
P.O. Box 7785
Mobile, AL 36670

City of Mobile
P. O. Box 1827 (mailing)
Mobile, Alabama 36633-1827

With copy to:

Ricardo Woods, City Attorney
205 Government Street (physical)
Mobile, Alabama 36644

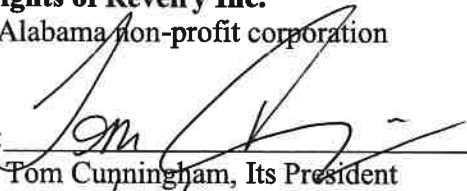
P. O. Box 1827 (mailing)
Mobile, Alabama 36633-1827
Attention: City Attorney
rwoods@cityofmobile.org
251-208-7610

[EXECUTION ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have duly signed, sealed and delivered this Agreement on the dates specified below their signatures.

KOR:

Knights of Revelry Inc.
an Alabama non-profit corporation

By: 
Tom Cunningham, Its President

Date: 3/13/2025

CITY:

CITY OF MOBILE, ALABAMA,
an Alabama municipal corporation

By: _____
William S. Stimpson, Its Mayor

Date: _____

Attest:

Lisa Lambert, City Clerk

This instrument prepared by:
Douglas L. Anderson
Burr & Forman LLP
11 North Water Street, Suite 22200
Mobile, Alabama 36602

EXHIBIT "A"

2865 Phillips St.

LOTS 100, 101, 102 & 103 MECHEM & BLAIR SUB DBK 117 P 221 LESS N 40 FT OF LOT
103 FOR ROAD R/W #SEC 18 T4S R1W #MP29 08 18 4 003

EXHIBIT "B"

Lot A

Lot A, Parks Subdivision, a subdivision, according to plat thereof recorded in Instrument Number 2025007903, of the records in the Office of the Judge of Probate of Mobile County, Alabama.

Page 453 of 744

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

I. Property Address: Lot A in the Parks Subdivision, as shown FKA 603 S. Broad Street 2.15 +/- acre,

City Council District and Zoning: District 2, William Carroll, Zoning R-B (Residential Business)

Sale or Lease: Statutory Warranty Deed from City of Mobile

Buyer or Lessee: _____

III. Date of City Council Resolution Assenting to Sale or Lease: Land Exchange

IV. Advertisements:

- Dates: _____
- Methods: _____ City Website _____ For Sale sign posted
 _____ Listed with brokers _____ Other (explain)

V. Lease (if applicable) ----N/A----

- Term _____
- Rent _____
- Options to renew _____

VI. Method of Sale:

☐ Sale by Realtor ☐ Request for Proposals
☐ Request for Bids ☐ Negotiation
☒ Exchange (explain, including Party, Property) KOR; 2865 Phillips St.
☐ Adjacent Property Owner / Sidelot
☐ Sale for Less than Fair Market Value: ☐ Public Purpose (see V below)
☐ Other: See Item # III above

VII. Fair Market Value: \$ 477,000

How Determined: MAI Appraisal; Date of Appraisal X - 6/6/2024

X Appraisal ordered by: X CITY or ☐ PURCHASER

Tax Assessor

____ Broker's Letter of Value

Other;

VIII. Sale/Lease for Public Purpose identified:

____ Non-profit (name & purpose) _____

Public Entity (name & purpose)

VIV.	Notice given to adjacent property owners:	Yes	No
------	---	-----	----

If yes, date of notice:

X. Competing offers: Yes; (Explain)

RESOLUTION

Sponsored by: Mayor William S. Stimpson

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE,
ALABAMA,** that the Mayor's appointment of Russell Mitchell to the Mobile Housing Authority Board, for a term effective April 2025 through August 31, 2025, is hereby approved and confirmed.

ADOPTED:

CITY CLERK



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: April 8, 2025

Submitted by:

Barry Glisson, Chief Of Staff - Fire

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Authorize the Mayor to apply, accept and receive from the Firehouse Subs Public Safety Foundation Grant, grant assistance in support of the Mobile Fire Rescue Department in the amount of \$45,000.00. There is no local match.

Amount of Contract:

Funding Source

ATTACHMENTS:

1. RESOLUTION-Firehouse Subs Grant

REVIEWERS:

Kelsi Tippery

Laura Angle

Chris Kern

James Barber

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the Firehouse Subs Public Safety Foundation Grant, grant assistance in support of the Mobile Fire Rescue Department in the amount of \$45,000.00. There is no match requirement.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the Firehouse Subs Public Safety Foundation. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

City Clerk

R E S O L U T I O N

Sponsored by: Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application: Retail Beer/Table Wine (On or Off Premises) Liquor License

Submitted by: Broad Express, LLC

Location: Broad Express
 158 North Broad Street
 Mobile, AL 36603

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3

GINA GREGORY
VICE PRESIDENT - DISTRICT 7

CORY PENN
DISTRICT 1

WILLIAM CARROLL
DISTRICT 2

BEN REYNOLDS
DISTRICT 4

JOEL DAVES
DISTRICT 5

JOSH WOODS
DISTRICT 6

CITY CLERK

LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/14/2025	NEW APPLICATION	2025 - 5719	130869	2	April 1, 2025

**NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board**

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

BROAD EXPRESS LLC

Trade Name (DBA)

BROAD EXPRESS

Location Address

158 NORTH BROAD STREET

City, State, Zip Code

MOBILE AL 36603

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3

GINA GREGORY
VICE PRESIDENT - DISTRICT 7

CORY PENN
DISTRICT 1

WILLIAM CARROLL
DISTRICT 2

BEN REYNOLDS
DISTRICT 4

JOEL DAVES
DISTRICT 5

JOSH WOODS
DISTRICT 6

CITY CLERK

LISA C. LAMBERT
Council Agenda Date

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/14/2025	NEW APPLICATION	2025 - 5719	130869	2	April 1, 2025

**NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board**

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

BROAD EXPRESS LLC

Trade Name (DBA)

BROAD EXPRESS

Location Address

158 NORTH BROAD STREET

City, State, Zip Code

MOBILE AL 36603

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/14/2025	NEW APPLICATION	2025 - 5719	130869	2	April 1, 2025

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

BROAD EXPRESS LLC

Trade Name (DBA)

BROAD EXPRESS

Location Address

158 NORTH BROAD STREET

City, State, Zip Code

MOBILE AL 36603

Contact Person Information				
Name	Title	POA	Phone	Email
OMAR A SUID	OWNER	NO	, , , - - - - -	BROADEXPRESS86@GMAIL.COM

Has any outstanding license and tax issues been addressed and corrected with this business? YES

What is/was the start date of this business? 02/14/2025

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

R Shawn Skinner

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application

Application Date 03/14/2025	Application Type NEW APPLICATION	Application Number 2025 - 5719	License Account # 130869	Council District 2	Council Agenda Date April 1, 2025
License Type Applied for with Alabama ABC Board 050 - RETAIL BEER (OFF PREMISES ONLY)			2nd License Type Applied for with Alabama ABC Board 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)		
Business Information					
Legal Business Name BROAD EXPRESS LLC			Trade Name (DBA) BROAD EXPRESS		
Business Structure Type LLC - LIMITED LIABILITY COMPANY		Incorporation Date 07/26/2024	SOS Entity ID 001-146-829	State AL	County MOBILE
Federal Tax ID (FEIN) 99-4205322	Alabama State Sales Tax ID R012283940		Business Phone Number		
Physical Address (Street Address, Suite #) 158 NORTH BROAD STREET		City MOBILE	State AL	Zip Code 36603	
Mailing Address (Street Address, Suite #, PO Box) 158 NORTH BROAD STREET		City MOBILE	State AL	Zip Code 36603	
Primary Business Activity at the Location Explain (other) CONVENIENCE STORE		If Location Transfer, Previous Street Address and Zip Code N/A			
Contact Person Information					
Name OMAR A SUID	Title OWNER	POA NO	Phone -	Email BROADEXPRESS8@GMAIL.COM	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name N/A		Trade Name (DBA)			
ABC License Type		License Number		Any ABC Pending Actions	
Land/Building Information					
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED					
Property Owner Name and/or Contact Person Name SAHORI PROPERTIES LLP			Property Owner Phone Number (2	Property Owner Email	
Property Owner Mailing Address (Street Address, Suite #, PO Box) C/O JIM KECK 5920 GRELOT ROAD STE D1			City MOBILE	State AL	Zip Code 36609
Bldg Square Footage 1,695	Bldg Seating Capacity 0	Restroom Facilities YES	Patio Area NO	Structure Type SINGLE STRUCTURE	License Covers ENTIRE STRUCTURE
Do the premises have a fully equipped/operational kitchen? NO Is the business used to habitually and principally provide food to the public? NO Is the business equipped with services and facilities for on premises consumption? NO Will the business be operated primarily as a package store? NO					

ABC Application 1

Applicant/POA Initials OS

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information				Copy of Driver's License Must Be Provided for each Person	
Full Name (Last, First, Middle)		Title		Driver's License (State, Number)	
SUID, OMAR AYUB		OWNER			
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code	
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number		Mobile/Phone Number	
3					
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
NO	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
YES	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		
	THE COUNTRY MARKET LLC	THE COUNTRY MARKET	5011 LOTT ROAD EIGHT MILE 36613		
Full Name (Last, First, Middle)		Title		Driver's License (State, Number)	
N/A					
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code	
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number		Mobile/Phone Number	
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		
Power of Attorney (POA) Information			Copy of Driver's License Must Be Provided for each Person		
Full Name (Last, First, Middle)		Title	Date of Birth	Driver's License (State, Number)	
N/A					
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code	Phone Number
Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO					
Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, surrendered or revoked? NO					
Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES					

ABC Application 2

Applicant/POA Initials AS

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

O.S.

The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

O.S.

The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

O.S.

The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

O.S.

The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

O.S.

Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.

O.S.

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

O.S.

Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name

Date of Application Signature

Omer Said

03/14/2025

Owner/Applicant/POA Signature

Title of Person Signing this Application

Omer to S

Member

Sworn to and subscribed before me this 14th day of March 20 25

Notary Person Printed Name

Notary Person Signature

My Notary Commission Expires

R Shawn Skinner

R Shawn Skinner

November 19 2025

Signature Page



City of Mobile Alcoholic Beverage License Application Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

- a) In every case where application is made for any type of alcohol beverage license, in addition to other adverting requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

BROAD EXPRESS LLC

dba

BROAD EXPRESS

has made application to the City Council of the City of Mobile for a

050 - RETAIL BEER (OFF PREMISES ONLY) and 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

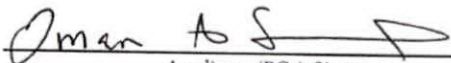
for the premises located at

158 NORTH BROAD STREET

, Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on **April 1, 2025** for application number **2025 - 5719**

- b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.
- c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.


Applicant/POA Signature


Revenue Department Representative

Notice of Public Hearing



NOTICE!

Notice is hereby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages at the physical location below

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

BROAD EXPRESS LLC

Trade Name (DBA)

BROAD EXPRESS

Location Address

158 NORTH BROAD STREET

Zip Code

36603

Application Number

2025 - 5719

Notice Post Date @ Location

03/14/2025

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

April 1, 2025

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office


Applicant/POA Signature


Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

CITY OF MOBILE
REVENUE DEPARTMENT

March 14, 2025



BROAD EXPRESS

158 NORTH BROAD STREET

MOBILE, AL 36603 USA

ACCOUNT NUMBER: 130869 TERRITORY 2

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
2006465	12/2025	ALCOHOL APPLICATION FEE APPLICATION FEE	\$50.00	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

*Additional penalties may apply when payment is rendered

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250219144138952

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) State: \$150.00 County: \$75.00

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) State: \$150.00 County: \$75.00

Trade Name: **BROAD EXPRESS**

Filing Fee: \$100.00

Applicant: **BROAD EXPRESS LLC**

Transfer Fee:

Location Address: 158 N BROAD ST MOBILE, AL 36603

Mailing Address: 158 N BROAD ST MOBILE, AL 36603

County: MOBILE Tobacco sales: YES Tobacco Vending Machines: 0

Product Type: 03

Type Ownership: LLC

Book, Page, or Document info: 001-146-829

Do you sell Draft Beer?:

Date Incorporated: 07/26/2024 State incorporated: AL County Incorporated: MOBILE

Date of Authority: 07/26/2024

Federal Tax ID: 99-4205322

Alabama State Sales Tax ID: R012283940

Name:	Title:	Date and Place of Birth:	Residence Address:
OMAR AYUB SUID	MEMBER		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: OMAR SUID

Business Phone: 251-229-4825

Fax:

Home Phone: 251-229-4825

Cell Phone: 251-229-4825

E-mail: BROADEXPRESS86@GMAIL.COM

PREVIOUS LICENSE INFORMATION:

Trade Name:

Applicant:

Previous License Number(s)

License 1:

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250219144138952

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: SAHORI PROPERTIES LLP 251-583-7777
What is lessors primary business? PROPERTY RENTALS
Is lessor involved in any way with the alcoholic beverage business? YES
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 1695 Display Square Footage:
Building seating capacity: 0 Does Licensed premises include a patio area? NO
License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? NO

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250219144138952

**Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival
Participants licenses ONLY**

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Wine Festival / Wine Festival Participant licenses (5 Days or Less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment?: LANDLORD- CONVENIENCE STORE

Is the lessor involved in any way with the alcohol beverage business?:

CONVENIENCE STORE



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250219144138952

Initial each

O.S.

In reference to law violations, I attest to the truthfulness of the responses given within the application.

O.S.

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

O.S.

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

XX

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

XX

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

XX

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

O.S.

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

O.S.

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

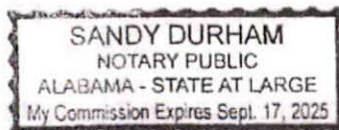
O.S.

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Omar Ayub Suid

Signature of Applicant: Omar A Suid

Notary Name (print):



Notary Signature:

Commission expires:

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY

201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115
334.676.6000 | WWW.ALEA.GOV



HAL TAYLOR
SECRETARY

February 24th, 2025

Dear Mr. Suid,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-676-6000 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

XXXXXXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXXXXXX
TCN:8012507621

NAME:SUID.OMAR AYUB

SOC:

ABI RESULT:IDENT

SID

**CERTIFIED COPY
OF ALEA DOCUMENT**

02-24-2025 11:15 ALLEA0049

*ATN/TCN8012507621

*OPR/AFIS

*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SII

*-CIVIL APPLICANT RESPONSE-

REPORT DATE: 02-24-2025

*NAME

STATE ID NO. FBI ID NO.

*SUID,OMAR A

*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE HAIR POB

*M W 184 BRO BLK IS

*SOCIAL SECURITY SCARS-MARKS-TATTOOS

*ALIAS NAMES

* SUID,OMAR AYUB

*FILE NUMBER BIRTH DATE SOCIAL SECURITY OCCUPATION

*

*LAST PAGE ON SID

SEQ # 885 MRI

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the *Code of Alabama 1975*, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. The information required in this form is required by Title 10A.

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with *Code of Alabama*, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:

BROAD ST LLC

2. A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.

3. The name of the registered agent (only one agent): Omar Suid

Street (no PO Boxes) address of registered office (must be located in Alabama):

*COUNTY of above address: MOBILE

Mailing address in Alabama of registered office (if different from street address):

4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama
Sec. Of State
001-146-829 DLL
Date 07/26/2024
Time 10:27:00
File \$100.00
County \$100.00
Total \$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

5. Check only if the type applies to the Limited Liability Company being formed:

☐ Series LLC complying with Title 10A, Chapter 5A, Article 11

☐ Professional LLC complying with Title 10A, Chapter 5A, Article 8

☐ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12

The undersigned specify 7 / 26 / 2024 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 10 : 27 ☒ AM or ☐ PM. (cannot be noon or midnight – 12:00)

☒ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

7 / 26 / 2024
Date (MM/DD/YYYY)

OMAR SUID

Signature as required by 10A-5A-2.04

MEMBER

Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

Additional Details

Organizers

Organizer

Street Address

Mailing Address

Omar Suid

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Wes Allen, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

BROAD ST LLC

This name reservation is for the exclusive use of OMAR SUID, 9031 POULOS AVE, MOBILE, AL 36695 for a period of one year beginning July 26, 2024 and expiring July 26, 2025



RES168935

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

July 26, 2024

Date

A handwritten signature in black ink, appearing to read "Wes Allen".

Wes Allen

Secretary of State

EIN Assistant**Your Progress:** 1. Identity ✓ 2. Authenticate ✓ 3. Addresses ✓ 4. Details ✓**Congratulations! The EIN has been successfully assigned.**

EIN Assigned: 99-4205322

Legal Name: BROAD EXPRESS LLC

The confirmation letter will be mailed to the applicant. This letter will be the applicant's official IRS notice and will contain important information regarding the EIN. Allow up to 4 weeks for the letter to arrive by mail.

We strongly recommend you print this page for your records.

Click "Continue" to get additional information about using the new EIN.

[Continue >>](#)[Help Topics](#)[Can the e](#)
[the c](#)
[rece](#)[IRS Privacy Policy](#) | [Accessibility](#)



2025
SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

BROAD EXPRESS LLC
198 N BROAD ST
MOBILE, AL 36603-5830

ACCOUNT TYPE	ACCOUNT NUMBER	ISSUANCE DATE	EXPIRATION DATE
SLS	R012283940	12/1/2024	12/31/2025

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975,
AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE.
THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF
BUSINESS.

NAICS CODE: 497110

STATE OF ALABAMA
DEPARTMENT OF REVENUE
Derrick Coleman
Deputy Commissioner



CITY of MOBILE ALCOHOLIC BEVERAGE
LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535 or this should be included on your deed and/or lease paperwork

Ownership Type

Company Name

The above described property is ☐ Owned ☒ Leased to/by BROAD EXPRESS LLC

Who has applied for an ALABAMA ALCOHOLIC BEVERAGE LICENSE at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 25th day of February 20 25

Notary Printed Name <u>Natalie Bryan</u>	Notary Signature <u>Natalie Bryan</u>	My (Notary) Commission Expires <u>2/16/2026</u>
---	--	--

Notary Stamp

Owner of Property (Print Name)

Applicant Name (Print Name)

NAJEE SAHIBRI

Omar Said

Owner of Property (Signature)

Applicant Name (Signature)

Street Address

Street Address

2-25-25

2-25-25

Revision Date 10.23.2023

| Application Property Ownership

FUEL STATION LEASE AGREEMENT

This Lease Agreement (this "Agreement") is made and entered into the 1st day of August, 2024, (the "Effective Date") by and between Sahori Properties, LLP, an Alabama limited liability partnership ("Lessor"), and Broad Express, LLC, an Alabama limited liability company ("Lessee"). Omar Ayub Suid, an individual residing in Mobile County, Alabama ("Guarantor"), is signing this Agreement for the limited purpose of agreeing to guaranty the obligations of Lessee under this Agreement as more fully set forth in Article 23.

WITNESSETH:

WHEREAS, Sahori Properties, LLP owns the real property and improvements located at 158 N Broad Street, Mobile, AL 36603 (the "Premises");

WHEREAS Lessee desires to lease the Premises for the purpose operating a gas station and convenience store, and;

WHEREAS, Lessor agrees to lease the Premises to Lessees subject to the terms and conditions herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Lessor and Lessee agree as follows:

Article 1. Leased Premises.

(a) **Leased Premises.** Lessor does hereby rent and lease the Premises to Lessee for the Term provided for in Article 3 for the Permitted Uses as defined in Article 5 herein.

(b) **No Estate to the Premises.** No estate to the Premises passes out of Lessor, and Lessee has only a usufruct interest, which cannot be conveyed and is not subject to levy or sale.

(c) **No Warranties.** Except as otherwise expressly provided, Lessees accept the Premises in "AS IS" condition, and, except as otherwise expressly stated elsewhere in this Agreement, **WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OF SUITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.** Lessor has no "lessee improvement" obligations. Except as otherwise expressly provided, Lessor has made no representations or warranties, express or implied, and explicitly disclaims the same, concerning the absence or presence of any pollution, contamination, hazardous waste, hazardous or toxic material or substance, underground storage tanks or hazardous building materials in, on or around the Premises or its improvements.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers fully authorized as of the day and year first above written.

LESSOR:

Sahori Properties, LLP

By: 

Name: Nassim Sahori

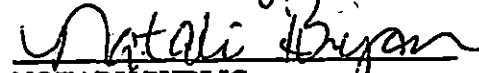
Title: Authorized Member

STATE OF ALABAMA

COUNTY OF MOBILE

Personally appeared before me, the undersigned authority in and for the said county and state, on this 9th day of August 2024, within my jurisdiction, the within named Nassim Sahori, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, and that by his signature on the instrument, and as the act and deed of Sahori Properties, LLP upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

Given under my hand and official seal on this the 9th day of August 2024.


NOTARY PUBLIC

My Commission Expires:

2/16/2026

[SEAL]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers fully authorized as of the day and year first above written.

LESSEE:

Broad Express, LLC

By: Omar to S
Name: Omar Suid
Title: Authorized Member

STATE OF ALABAMA

COUNTY OF MOBILE

Personally appeared before me, the undersigned authority in and for the said county and state, on this 9th day of August 2024, within my jurisdiction, the within named Omar Ayub Suid, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that they executed the above and foregoing instrument.

Given under my hand and official seal on this the 9th day of August 2024.

Natali Bryan
NOTARY PUBLIC

My Commission Expires:

2/16/2026

[SEAL]

IN WITNESS WHEREOF, the Guarantor has executed this Agreement as of the day and year first above written in order to acknowledge its guaranty obligations as set forth in Article 24.

GUARANTOR:

Omar Ayub Suid

Omar Ayub Suid

STATE OF ALABAMA

COUNTY OF MOBILE

Personally appeared before me, the undersigned authority in and for the said county and state, on this 9th day of August 2024, within my jurisdiction, the within named **Omar Ayub Suid**, who proved to me on the basis of satisfactory evidence to be the persons whose name is subscribed in the above and foregoing instrument and acknowledged that they executed the above and foregoing instrument.

Given under my hand and official seal on this the 9th day of August 2024.

Notary Public
NOTARY PUBLIC

My Commission Expires:

2/16/2026

[SEAL]

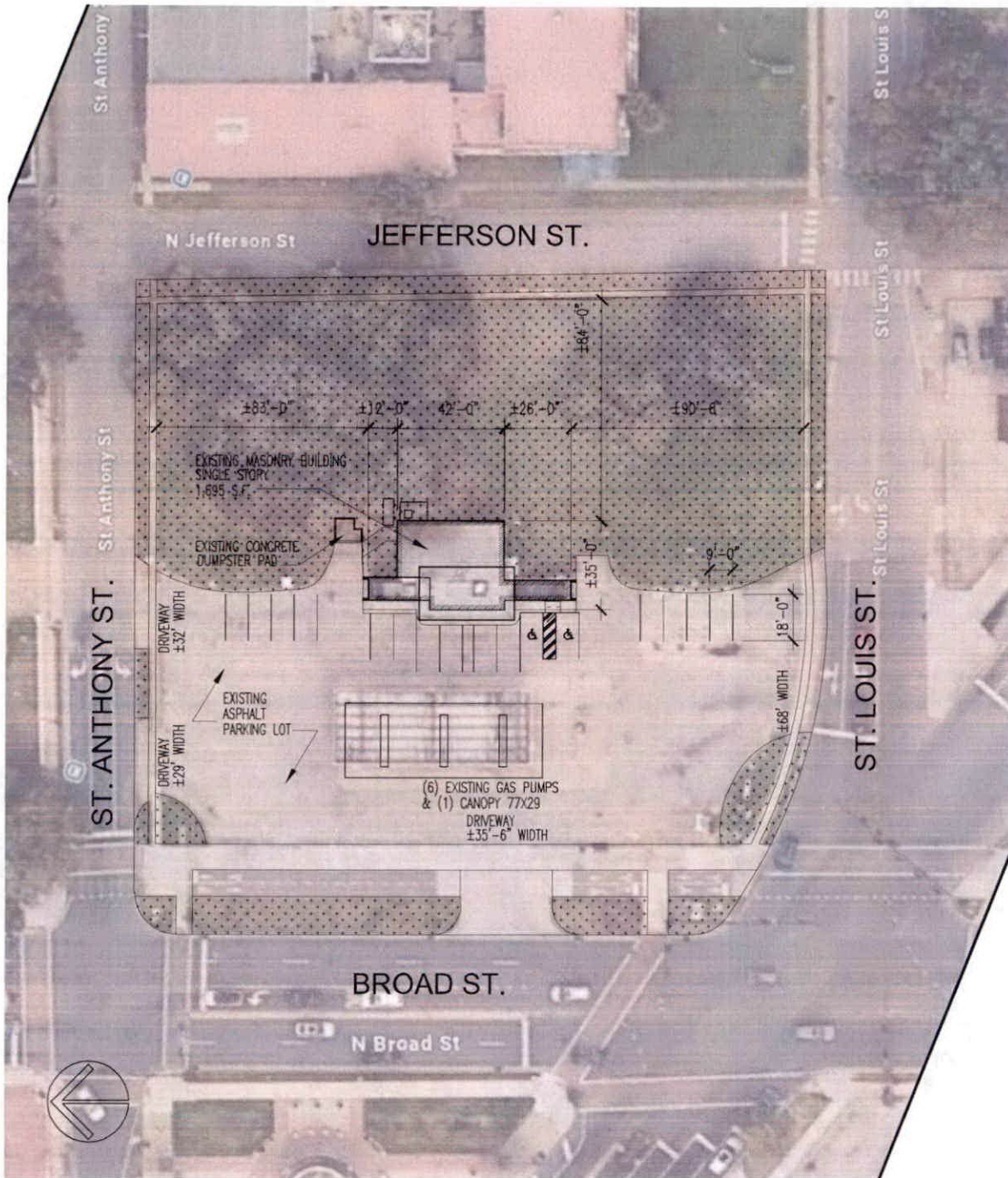


CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure ☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation	Application Type ☒ New Business ☐ New Owner ☐ Location Change	Transfer - License? ☒ No ☐ Yes Relocation Date	Description/Type ☒ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☐ Other		
License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply ☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor ☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises) ☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine ☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub					
Legal Business Name Broad Express LLC		Trade Name (DBA) Broad Express			
Company Physical Address (Street Address, Suite #) 158 N Broad St		City mobile	State Al		
		Zip Code 36603			
Business Contact Person Information					
Name Omar Suid	Title member	Phone	Email BroadExpress2@gmail.com		
URBAN DEVELOPMENT DEPARTMENT USE ONLY					
Building Sq Footage 1,695 sqft	Parking Provided 16	Parking Required 6	Compliance yes	Zoning T-5.1	Approved yes
Comments					
Print Name Payton Rogers		Signature 		Date 3/27/25	



SK1

URBAN DEVELOPMENT
SITE PLAN
3/21/25



Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER

ZC-149190-2025

Issue Date: 02/05/2025

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022906400010037.	158 N Broad St	

Business Name	Issued To	Zoning Districts
BROAD ST EXPRESS LLC	Name: Omar Ayub Suid Company: Broad St Express LLC Address: 158 N Broad St MOBILE, AL Phone:	T-5.1

This Zoning Classification Allows the property to be used for:

TOBACCO AND VAPE SHOP

Conditions of Use

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION. THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirements of the Unified Development Code, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By: Payton Rogers

City of Mobile
PO Box, 1827
Mobile, AL 36633-1827

Telephone: 251.208.5895

Fax: 251.208.5896

RESOLUTION

Sponsored by: Councilmember Cory Penn

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that
Bragdon Avenue be given the honorary name of "Honorary Christian Union Primitive
Baptist Church Way".

Adopted:

City Clerk

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City Supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of \$500 to the following employee:

- **April 2025 – Peggy Ford (Employee # 18037) Build Mobile - Permitting**

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 \$500.00 to Dearborn YMCA*, from the *District 1 Discretionary Fund (10041020 42080)*; and

WHEREAS, **Dearborn YMCA**, 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 **Dearborn YMCA**, will be used to *assist with the 2025 Annual Luncheon on April 24, 2025*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$500.00 to Dearborn YMCA**, for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

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

Sponsored by: Councilmember Cory Penn

WHEREAS, *Councilmember Penn wishes to appropriate \$1,000.00 to **John L. LeFlore Magnet High School***, from the *District 1 Discretionary Fund (10041020 42080)*; and

WHEREAS, **John L. LeFlore Magnet High School**, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to **John L. LeFlore Magnet High School**, will be used to *assist with Teacher Appreciation Week, from May 5-9, 2025*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$1,000.00 to John L. LeFlore Magnet High School**, for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

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

Sponsored by: Councilmember Gina Gregory

WHEREAS, *Councilmember Gregory wishes to appropriate \$2,500.00 to **Mobile Symphonic Pops Band***, from the *District 7 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Mobile Symphonic Pops Band***, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to ***Mobile Symphonic Pops Band***, will be used to *assist with the Spring Concert to be held on April 14, 2025*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of ***\$2,500.00 to Mobile Symphonic Pops Band***, for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

RESOLUTION

Sponsored by: William Carroll, District 2

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
MOBILE, ALABAMA**, that the sum of \$2,500,000.00 in the Capital
Improvement Fund (2000) be reallocated from Capital Project #SPEC D2
CIP D2 Special Project to Housing Improvement Plan (Fund 6150)
6150.93030. These funds will be used for neighborhood improvements in
District 2.

ADOPTED:

CITY CLERK



CAPITAL CONTRACT SUMMARY SHEET

C#5320

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: CIP Hillsdale Community Center - HVAC

CAPITAL PROJECT #: C0793 (20002000-48010)

CONTRACT AMOUNT: \$505,909.14 DATE OF
RECEIPT: 4/2/2025

ARCHITECTURAL ENGINEERING PROJECT #: PR-068-23

PROJECT DESCRIPTION: REPLACE THE EXISTING MECHANICAL SYSTEM AND
IMPROVEMENTS TO TEH DUCT SYSTEM.

VENDOR NAME: GORAM AIR CONDITIONING Co., INC

VENDOR NUMBER: 74050

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: 03/31/2025

RESOLUTION

2025

Sponsored by:

Mayor William S. Stimpson and Councilmember Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, 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: Goram Air Conditioning Company, Inc.

Project Name: CIP Hillsdale Community Center - HVAC

Project Number: PR-068-23

Amount: \$505,909.14

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP Hillsdale Community Center - HVAC

CAPITAL PROJECT #: C0793 (20002000-48010)

CONTRACT AMOUNT: \$505,909.14 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-068-23

PROJECT DESCRIPTION: REPLACE THE EXISTING MECHANICAL SYSTEM AND IMPROVEMENTS TO THE DUCT SYSTEM.

VENDOR NAME: GORAM AIR CONDITIONING Co., INC

VENDOR NUMBER: 74050

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: 03/31/2025



03.20.2025

03:32PM

Dear Council Members:

Attached to this memo is an agreement between the GORAM AIR CONDITIONING CO INC and the City of Mobile, for the project titled "Hillsdale Community Center - HVAC" in the amount of \$505,909.14.

We look forward to continued communication on this important project. Please call me at 2512087812 or email me at roger.washington@cityofmobile.org with questions or concerns.

Respectfully,

Washington, Jr, Roger

Architectural Engineer

Architectural Engineering

2512087812

Information on this project is follows:

Commitment Type:	Construction
Department:	Architectural Engineering
Fiscal Year:	2023
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)

Goram Air Conditioning Co., Inc.
1252 Houston Street
Mobile, Alabama 36606
City of Mobile Business License Number: 195-350
Secretary of State Registration Number: 000-036-895

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

Hillsdale Community Center - HVAC
558 Felhorn Road
Mobile, Alabama 36608
PR-068-23
Replace the existing Mechanical System and improvements to duct systems.

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

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

Smith Mechanical Consulting and Design
61 St. Joseph Street
Suite 1100
Mobile, AL 36602

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
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 Ninty (90) 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)

Init.

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 Five Hundred Five Thousand Nine-Hundred Nine and 14/100 (\$ 505,909.14), subject to additions and deductions as provided in the Contract Documents.

Base Bid: \$505,909.14

Contingency Allowance: N/A

Total Bid: \$505,909.14

Alternate: (N/A)

Total Contract Sum:

§ 4.2 Alternates

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

Item	Price
N/A	N/A

(Table deleted)

(Paragraphs deleted)

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

(Identify each allowance.)

Contingency Allowance: N/A

- A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
- B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
- C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
- D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in *(Table deleted)* 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)
Unit description	Type of unit ex. Sf, Lf, yard	

§ 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)

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.

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§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the 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.)

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.)

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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 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.)

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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 Goram Air Conditioning Co., Inc. has completed the contract for PR-068-23, Hillsdale Community Center - HVAC, 558 Felhorn Road Mobile, Alabama 36608. 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 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:

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User Notes:

(962744141)

(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)

Darren Deas
1252 Houston Street
Mobile, AL 36606
darren@goramair.com

§ 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:

A.	Bodily Injury by Accident	\$1,000,000 each accident
B.	Bodily Injury by Disease	\$1,000,000 each employee
C.	Bodily Injury by Disease	\$1,000,000 each policy

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- .3 United States Longshoreman's Harbor Worker's Act.
- .4 Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.
- .5 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:
- | | | |
|----|--------------------------------------|--|
| A. | Bodily Injury | \$1,000,000 each person
\$1,000,000 each occurrence |
| B. | Property Damage | \$1,000,000 each occurrence; or |
| C. | Bodily Injury and
Property Damage | \$1,000,000 combined single limit |
| D. | Damage to Rented Premises | \$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.

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- 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:

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

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

.4 Specifications

Section	Title	Date
---------	-------	------

.5 Addenda, if any:

Number	Date
Addendum 1	October 25, 2024

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:

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(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
	Request for Taxpayer Identification Number and Certification W9 Tax
	Form and City of Mobile Vendor Information Form
Section 00700	General Conditions of the Contract for Construction-
	AIA Document A201

§ 9.2.2 Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control 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.

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§ 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

Init.

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

Owner: City of Mobile

Legal Name of Party to Contract:

Contractor: Goram Air Conditioning Company, Inc.

OWNER (Signature)

CONTRACTOR (By Signature)

William S. Stimpson, Mayor

(Rows deleted)

(Printed name and title)

Darren Deas, 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 Darren Deas as President of Goram Air Conditioning Company, 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 29th day of January, 20 25.

Scarlett C. Scoggins

NOTARY PUBLIC

My Commission Expires:

4.14.25



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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, Goram Air Conditioning Co., Inc. 1252 Houston Street Mobile, Alabama 36606, hereinafter called the Principal, and Hartford Casualty Insurance Company One Hartford Plaza, Hartford, CT 06155, 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 Five Hundred Five Thousand Nine-Hundred Nine and 14/100 (\$ 505,909.14) 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 Hillsdale Community Center - HVAC (PR-068-23) 558 Felhorn Road Mobile, Alabama 36608, 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 29th day of January, 2025.

CONTRACTOR AS PRINCIPAL

Company: Goram Air Conditioning Co., Inc.
(Corporate Seal)

By: _____

(Signature)

Name and Title: Darren Deas/President**SURETY**

Company: Hartford Casualty Insurance Company
(Corporate Seal)

By: _____

(Signature)

Name and Title: J. William Goodloe, III, Attorney-in-fact

Resident Agent: _____

(Signature)

Name and Title: J. William Goodloe, III, AgentCompany Name: Higginbotham InsuranceAddress: 3212 Midtown Park SouthMobile, AL 36606Phone and Fax: 251-473-4600 / 251-450-0032Owner's Representative: Cassie Boatwright

REAM Director

PO Box 1827

Mobile, AL 36633

251-208-7454

Performance Bond

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: HIGGINBOTHAM INSURANCE AGENCY INC
Agency Code: 21-250403

- | | |
|-------------------------------------|--|
| ☒ | Hartford Fire Insurance Company , a corporation duly organized under the laws of the State of Connecticut |
| ☒ | Hartford Casualty Insurance Company , a corporation duly organized under the laws of the State of Indiana |
| ☒ | Hartford Accident and Indemnity Company , a corporation duly organized under the laws of the State of Connecticut |
| ☐ | Hartford Underwriters Insurance Company , a corporation duly organized under the laws of the State of Connecticut |
| ☐ | Twin City Fire Insurance Company , a corporation duly organized under the laws of the State of Indiana |
| ☐ | Hartford Insurance Company of Illinois , a corporation duly organized under the laws of the State of Illinois |
| ☐ | Hartford Insurance Company of the Midwest , a corporation duly organized under the laws of the State of Indiana |
| ☐ | Hartford Insurance Company of the Southeast , a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

Joanna L. Brinson, W.E. Cadden, Katherine Gilmore, J William Goodloe III, Nina Jacobs, O.M. Otts, IV, Brittany Partin, Erling Riis, III, Charlene C. Stout, Rebecca Ward of MOBILE, Alabama

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, 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.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, 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 effective as of _____.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

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, Goram Air Conditioning Co., Inc. 1252 Houston Street Mobile, Alabama 36606, as Principal, and Hartford Casualty Insurance Company, One Hartford Plaza, Hartford, CT 06155, 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 Five Hundred Five Thousand Nine-Hundred Nine and 14/100 (\$ 505,909.14) 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 Hillsdale Community Center - HVAC (PR-068-23) 558 Felhorn Road Mobile, Alabama 36608, 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 J. William Goodloe, III **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: Goram Air Conditioning Co., Inc.
(Corporate Seal)

By: 

(Signature)

Name and Title: Darren Deas / President**SURETY**

Company: Hartford Casualty Insurance Company
(Corporate Seal)

By: 

(Signature)

Name and Title: J. William Goodloe, III, Attorney-in-factResident Agent: 

(Signature)

Name and Title: J. William Goodloe, III, AgentCompany Name: Higginbotham InsuranceAddress: 3212 Midtown Park SouthMobile, AL 36606Phone and Fax: 251-473-4600 / 251-450-0032

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

Labor and Material Payment Bond

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: HIGGINBOTHAM INSURANCE AGENCY INC

Agency Code: 21-250403

- | | |
|-------------------------------------|--|
| ☒ | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| ☒ | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| ☒ | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| ☐ | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| ☐ | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| ☐ | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois |
| ☐ | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana |
| ☐ | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Joanna L. Brinson, W.E. Cadden, Katherine Gilmore, J William Goodloe III, Nina Jacobs, O.M. Otts, IV, Brittany Partin, Erling Riis, III, Charlene C. Stout, Rebecca Ward of MOBILE, Alabama

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, 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.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, 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 effective as of _____.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

EXHIBIT 3



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: Archique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Goram Mechanical
Address	1252 Houston Street, Mobile, AL. 36606
Telephone	251-476-5003
E-Mail	Darren@goramair.com

RFP/RFQ Solicitation Number	PR-068-23
Project Description	Hillsdale Community Center
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male <u>48</u> Female <u>5</u> Minority <u>18</u> Non-minority <u>35</u> SDVO <u>?</u> Total #of Employees <u>53</u>

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Darren Deas
Signature: [Signature] Date: 1/29/25
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: _____ Title: _____
Email: _____ Phone: _____



CITY OF MOBILE
Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan (Cont'd)

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

Please Print Company Goram Mechanical Your Bid/Proposal Amount \$ 505,909.14 Date: _____
01 / 29 / 25 Description Hillsdale Community Center - HVAC
Name of Bidder/Proposer: _____

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	\$\$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
N/A	N/A	N/A	N/A	N/A	NO	



CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Goram Mechanical

Contact Person: Darren Deas

Phone 251-476-5003

Email Darren@goramair.com

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

YES ()	NO ()	Did you do these suggested areas for DBE recruitment and engagement
X		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
X		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
	X	SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
	X	FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
X		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.)
	X	ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	X	INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities 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)

X There are no 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. There is no small work or DBE opportunities on this project. Large HVAC units, Boiler.



Goram Air Conditioning Company, Inc.	
Entity ID Number	000-036-895
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	02/28/1975
Registered Agent Name	GORAM, JOYCE L.
Registered Office Street Address	1252 HOUSTON ST MOBILE, AL 36606
Registered Office Mailing Address	1252 HOUSTON ST MOBILE, AL 36606
Nature of Business	---
Capital Authorized	\$10,000
Capital Paid In	\$10,000
Incorporators	
Incorporator Name	GORAM, ROBERT L
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GORAM, WILLIAM J
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GORAM, JOYCE L
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GORAM, HELEN G
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Transactions	
Transaction Date	05/28/2002
Registered Agent Changed From	* Added
Transaction Date	09/02/2021
Registered Agent Changed From	GORAM, ROBERT L 1252 HOUSTON ST MOBILE, AL 36606
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	05/28/2002 Registered Agent Change 1 pg.
Document Date / Type / Pages	09/02/2021 Registered Agent Change 2 pgs.

Browse Results

New Search

Company ID Number: 122561

Approved by:

Employer GORAM AIR CONDITIONING CO., INC.	
Name (Please Type or Print) PAULA G WILLIAMS	Title
Signature Electronically Signed	Date 05/27/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/27/2008

Company ID Number: 122561

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	GORAM AIR CONDITIONING CO., INC.
Company Facility Address	1252 HOUSTON STREET MOBILE, AL 36606
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	630680238
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

Company ID Number: 122561

Approved by:

Employer GORAM AIR CONDITIONING CO., INC.	
Name (Please Type or Print) PAULA G WILLIAMS	Title
Signature Electronically Signed	Date 05/27/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/27/2008



Company ID Number: 122561

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Employer Identification Number	630680238
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/29/2025

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 Higginbotham Insurance Agency, Inc. 3212 Midtown Park S Mobile AL 36606	CONTACT NAME: Charity Tout	FAX (A/C, No):	
	PHONE (A/C, No, Ext): 817-349-2334	E-MAIL ADDRESS: CTout@higginbotham.com	
INSURED Goram Air Conditioning Company, Inc. 1252 Houston Street Mobile AL 36606	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Middlesex Insurance Company		23434
	INSURER B: Alabama Self-Insured Worker's Compensation Fund		0
	INSURER C: Midwest Employers Casualty Company		23612
	INSURER D:		
	INSURER E:		
INSURER F:			

License#: 2081754
GORAAIR-01

COVERAGES **CERTIFICATE NUMBER:** 1455584696 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	A0160905003	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	A0160905001	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			A0160905004	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	P100546AL2025 PVAL129001	1/1/2025 1/1/2025	1/1/2026 1/1/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A A	Leased/Rented Equipment Builders' Risk/ Installation Floater			A0160905002 A0160905002	1/1/2025 1/1/2025	1/1/2026 1/1/2026	Limit: \$100,000 See Below Ded: \$1,000 See Below

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

Inland Marine - BUILDERS RISK - Installation Floater Policy

Limits: Any One Job Site: \$350,000 At Any Location Other Than A Job Site: \$100,000 Property In Transit: \$25,000 Deductible: \$2,500

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status (General Liability additional insured status includes ongoing and completed ops) to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability and Automobile Liability policies include a blanket automatic waiver of subrogation endorsement that provides this feature to the certificate See Attached...

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
P. O. Box 1827
Mobile AL 36633-1827
USA

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/29/2025

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PRODUCER
Higginbotham Insurance Agency, Inc.
3212 Midtown Park S
Mobile AL 36606

CONTACT NAME: Charity Tout

PHONE (A/C, No, Ext): 817-349-2334

FAX (A/C, No):

E-MAIL ADDRESS: CTout@higginbotham.com

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23434

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0

INSURER C : Midwest Employers Casualty Company

23612

INSURER D :

INSURER E :

INSURER F :

License#: 2081754
GORAIR-01

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1252 Houston Street
Mobile AL 36606

COVERAGES

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	A0160905001	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			A0160905004	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	P100546AL2025 PVAL129001	1/1/2025 1/1/2025	1/1/2026 1/1/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
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Limits: Any One Job Site: \$350,000 At Any Location Other Than A Job Site: \$100,000 Property In Transit: \$25,000 Deductible: \$2,500

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status (General Liability additional insured status includes ongoing and completed ops) to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability and Automobile Liability policies include a blanket automatic waiver of subrogation endorsement that provides this feature to the certificate See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile
P. O. Box 1827
Mobile AL 36633-1827
USA

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

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED Goram Air Conditioning Company, Inc. 1252 Houston Street Mobile AL 36606	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

holder only when there is a written contract between the named insured and the certificate holder that requires such provision.

The General Liability and Automobile Liability policies include a blanket Primary & Non-Contributory endorsement that applies to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such provision.

The Umbrella Liability policy is follow form.

Project: Hillsdale Community Center - HVAC - 558 Felhorn Rd, Mobile, AL 36608 PR-068-23

The City of Mobile are added as additional insured by endorsement on the General Liability policy, Automobile Liability, and Umbrella policies as their interests may appear in regard to work/service performed by the named insured, to the insurance certificate.

The General Liability policy and Automobile Liability policies has been endorsed to provide a Waiver of Subrogation in favor of City of Mobile.

The General Liability, Automobile Liability, and Umbrella Liability policy includes an endorsement providing that 30 days notice of cancellation will be furnished to the City of Mobile.

The Alabama Self-Insured Worker's Compensation Fund waives the right to bring an action against Certificate Holder to enforce any right of subrogation, which may arise from Alabama Self-Insured Worker's Compensation Fund's payment of workers compensation benefits. This waiver does not affect (1) the right of an employee of Member to bring an action for damages, or (2) Alabama Self-Insured Worker's Compensation Fund's right to intervene in such action to protect any interest in any proceeds of any such action. This waiver shall apply only if and to the extent required by the City of Mobile.

POLICY NUMBER:

COMMERCIAL AUTO
CA 76 01 06 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED - PRIMARY AND
NONCONTRIBUTORY - COVERED AUTOS
LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Each person or organization shown in the Schedule is an "insured" for **Covered Autos Liability Coverage**, but only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in:

- (1) Paragraph **A.1.** of **Section II - Covered Autos Liability Coverage** in the Business Auto and Motor Carrier Coverage Forms; or
- (2) Paragraph **D.2.** of **Section I - Covered Autos Coverages** of the Auto Dealers Coverage Form.

B. Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other auto insurance issued to the person or organization in the schedule under your policy provided that:

- (1) The person or organization is a Named Insured under such other insurance; and
- (2) Prior to the "accident" you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the person or organization.

POLICY NUMBER: A0160905001



ADDITIONAL INTEREST SUPPLEMENTAL DECLARATIONS

The following additional interests apply to this policy.

Any person or organization from whom you are required to
waive your right to recover under a written contract or
agreement in effect prior to any loss or damage
1252 Houston St
Mobile, AL 36606-1122

CA 20 48 10 13 Designated Insured For Covered Autos Liability Coverage

CA 04 44 10 13 Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of
Subrogation)

City of Mobile
PO Box 1827
Mobile, AL 36633-1827

CA 76 01 06 15 Designated Insured - Primary and Noncontributory - Covered Autos Liability
Coverage

CA 04 44 10 13 Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of
Subrogation)

Any person or organization you are required to add as an
additional insured under a written contract or written
agreement in effect prior to any loss or damage.
1252 Houston St
Mobile, AL 36606-1122

CA 76 01 06 15 Designated Insured - Primary and Noncontributory - Covered Autos Liability
Coverage

CA 20 48 10 13 Designated Insured For Covered Autos Liability Coverage

City of Mobile
PO Box 1827
Mobile, AL 36633

IL 70 60 08 15 Notice Of Cancellation To Others

Number of Days Notice 30

CA 89 04 10 14
A0160905
Middlesex Insurance Company

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12/26/2024

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POLICY NUMBER: A0160905003

ADDITIONAL INSURED - SUPPLEMENTAL DECLARATIONS

The following persons or organizations are included as Additional Insureds, but only to the extent provided in the listed endorsement:

City of Mobile

Endorsement CG 24 04 12 19, Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation), applies to this additional insured.

The person or organization indicated above is included as an additional insured under the following endorsement(s):

CG 20 10 12 19 Additional Insured - Owners, Lessees Or Contractors - Scheduled
Person Or Organization

Location of Covered Operations:

Jobsites as described in contracts

Job Description:

Codes per the General Liability Declaration Page

Any person or organization from whom you are required to
waive your right to recover under a written contract
or agreement in effect prior to any loss of damage

Endorsement CG 24 04 12 19, Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation), applies to this additional insured.

The person or organization indicated above is included as an additional insured under the following endorsement(s):

CG 20 10 10 01 Additional Insured - Owners, Lessees Or Contractors - Scheduled
Person Or Organization

Location of Covered Operations:

Jobsites as described in contracts

Job Description:

codes per the general liability declaration page

POLICY NUMBER: A0160905003

Any person or organization you are required to add as an additional insured under a written contract or written agreement in effect prior to any loss or damage.

The person or organization indicated above is included as an additional insured under the following endorsement(s):

CG 20 37 12 19 Additional Insured - Owners, Lessees Or Contractors - Completed Operations

Location and Description of Completed Operations:

Jobsites as described in contracts Codes per the General Liability Declaration Page

CG 20 10 12 19 Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization

Location of Covered Operations:

Jobsites as described in contracts

Job Description:

Codes per the General Liability Declaration Page

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG 20 10 10 01
A0160905
Middlesex Insurance Company

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12/26/2024

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG 20 10 12 19

A0160905
Middlesex Insurance Company

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12/26/2024

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS BLANKET ADDITIONAL INSURED, PRIMARY & NONCONTRIBUTORY, WAIVER OF SUBROGATION

This endorsement modifies the coverage provided under the following Coverage Form(s):

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage enhancements are listed below. For details of each coverage, please read the corresponding policy provisions in the body of this endorsement.

- 1. Additional Insureds - Automatic Status for 13 Additional Insured Types**

 - A.** Owners, Lessees Or Contractors - Automatic Status When Required In A Written Construction Agreement With You
 - B.** Owners, Lessees Or Contractors - Automatic Status When Required In Written Construction Agreement With You (Completed Operations)
 - C.** State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
 - D.** Lessor of Leased Equipment
 - E.** Owners or Other Interests From Whom Land Has Been Leased
 - F.** Manager or Lessor of Premise
 - G.** Mortgagee, Assignee, or Receiver
 - H.** Controlling Interest
 - I.** Co-owner Of Insured Premises
 - J.** Executors, Administrators, Trustees Or Beneficiaries
 - K.** State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises
 - L.** Vendors
 - M.** Grantor of Franchise

2. Primary and Noncontributory - Other Insurance Condition

3. Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Additional Insureds - Automatic Status for 13 Additional Insured Types

Section II - Who Is An Insured is amended to include the following as additional insureds when you have agreed to add that person or organization as an Additional Insured on your policy in a written contract or written agreement with that person or organization, or because of a permit issued by a state or political subdivision; provided the injury or damage occurs subsequent to the execution of the contract or agreement or issuance of the permit and while the contract, agreement or permit remains in effect.

A. Owners, Lessees Or Contractors - Automatic Status When Required In A Written Construction Agreement With You

- 1)** A person or organization with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
- a.** Your acts or omissions; or
 - b.** The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

- 2) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- b. "Bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

B. Owners, Lessees Or Contractors - Automatic Status When Required In Written Construction Agreement With You (Completed Operations)

- 1) Any person(s) or organization(s) with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard", but only when that portion of the "products-completed operations hazard" is not excluded by endorsement.

- 2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, subject to the following provisions:

- 1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
- 2) This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

D. Lessor of Leased Equipment

- 1) Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- 2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

E. Owners or Other Interests From Whom Land Has Been Leased

- 1) Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the land leased to you by the additional insured person(s) or organization(s).
- 2) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
This insurance does not apply to:
 - a. Any "occurrence" which takes place after you cease to lease that land;
 - b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured person(s) or organization(s).

F. Manager or Lessor of Premise

Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you by the additional insured person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply to:

- 1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- 2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

G. Mortgagee, Assignee, or Receiver

Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of a premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured person(s) or organization(s).

H. Controlling Interest

- 1) Any person(s) or organization(s) with respect to their liability arising out of:
 - a. Their financial control of you; or
 - b. Premises they own, maintain or control while you lease or occupy these premises.
- 2) This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

I. Co-owner Of Insured Premises

Any person(s) or organization(s) with respect to their liability as co-owner of a premises co-owned by you and covered under this insurance.

J. Executors, Administrators, Trustees Or Beneficiaries

Any executor, administrator, trustee or beneficiary of your estate or living trust while acting within the scope of their duties as such.

K. State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- 1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- 2) The construction, erection or removal of elevators; or
- 3) The ownership, maintenance or use of any elevators covered by this insurance.

L. Vendors

- 1) Any person(s) or organization(s) (referred to throughout this endorsement as vendor), but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However:

- a. The insurance afforded to such vendor only applies to the extent permitted by law; and
 - b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- 2) With respect to the insurance afforded to these vendors, the following additional exclusions apply:
 - a. The insurance afforded the vendor does not apply to:

- 1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- 2) Any express warranty unauthorized by you;
- 3) Any physical or chemical change in the product made intentionally by the vendor;
- 4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- 5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- 6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- 7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- 8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Subparagraphs d. or f.; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

M. Grantor of Franchise

Any person(s) or organization(s) with respect to their liability as grantor of a franchise to you.

However:

1. The insurance afforded to such additional insureds only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

If there is any difference in coverage afforded to an additional insured in this endorsement and that provided under another additional insured endorsement attached to this policy, the broader coverage will apply to that additional insured.

2. Primary And Noncontributory Insurance

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

3. Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions**:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

POLICY NUMBER:

COMMERCIAL AUTO
CA 76 01 06 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - PRIMARY AND NONCONTRIBUTORY - COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Each person or organization shown in the Schedule is an "insured" for **Covered Autos Liability Coverage**, but only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in:

- (1) Paragraph **A.1.** of **Section II - Covered Autos Liability Coverage** in the Business Auto and Motor Carrier Coverage Forms; or
- (2) Paragraph **D.2.** of **Section I - Covered Autos Coverages** of the Auto Dealers Coverage Form.

B. Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other auto insurance issued to the person or organization in the schedule under your policy provided that:

- (1) The person or organization is a Named Insured under such other insurance; and
- (2) Prior to the "accident" you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the person or organization.



POLICY NUMBER: A0160905003

ADDITIONAL INSURED - SUPPLEMENTAL DECLARATIONS

The following persons or organizations are included as Additional Insureds, but only to the extent provided in the listed endorsement:

City of Mobile

Endorsement CG 24 04 12 19, Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation), applies to this additional insured.

The person or organization indicated above is included as an additional insured under the following endorsement(s):

CG 20 10 12 19 Additional Insured - Owners, Lessees Or Contractors - Scheduled
Person Or Organization

Location of Covered Operations:

Jobsites as described in contracts

Job Description:

Codes per the General Liability Declaration Page

Any person or organization from whom you are required to
waive your right to recover under a written contract
or agreement in effect prior to any loss of damage

Endorsement CG 24 04 12 19, Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation), applies to this additional insured.

The person or organization indicated above is included as an additional insured under the following endorsement(s):

CG 20 10 10 01 Additional Insured - Owners, Lessees Or Contractors - Scheduled
Person Or Organization

Location of Covered Operations:

Jobsites as described in contracts

Job Description:

codes per the general liability declaration page

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS BLANKET ADDITIONAL INSURED, PRIMARY & NONCONTRIBUTORY, WAIVER OF SUBROGATION

This endorsement modifies the coverage provided under the following Coverage Form(s):

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage enhancements are listed below. For details of each coverage, please read the corresponding policy provisions in the body of this endorsement.

- 1. Additional Insureds - Automatic Status for 13 Additional Insured Types**
 - A. Owners, Lessees Or Contractors - Automatic Status When Required In A Written Construction Agreement With You
 - B. Owners, Lessees Or Contractors - Automatic Status When Required In Written Construction Agreement With You (Completed Operations)
 - C. State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
 - D. Lessor of Leased Equipment
 - E. Owners or Other Interests From Whom Land Has Been Leased
 - F. Manager or Lessor of Premise
 - G. Mortgagee, Assignee, or Receiver
 - H. Controlling Interest
 - I. Co-owner Of Insured Premises
 - J. Executors, Administrators, Trustees Or Beneficiaries
 - K. State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises
 - L. Vendors
 - M. Grantor of Franchise
- 2. Primary and Noncontributory - Other Insurance Condition**
- 3. Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic**

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Additional Insureds - Automatic Status for 13 Additional Insured Types

Section II - Who Is An Insured is amended to include the following as additional insureds when you have agreed to add that person or organization as an Additional Insured on your policy in a written contract or written agreement with that person or organization, or because of a permit issued by a state or political subdivision; provided the injury or damage occurs subsequent to the execution of the contract or agreement or issuance of the permit and while the contract, agreement or permit remains in effect.

A. Owners, Lessees Or Contractors - Automatic Status When Required In A Written Construction Agreement With You

- 1) A person or organization with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf;in the performance of your ongoing operations for the additional insured.

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

D. Lessor of Leased Equipment

- 1) Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- 2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

E. Owners or Other Interests From Whom Land Has Been Leased

- 1) Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the land leased to you by the additional insured person(s) or organization(s).
- 2) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to lease that land;
- b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured person(s) or organization(s).

F. Manager or Lessor of Premise

Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you by the additional insured person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply to:

- 1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- 2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

G. Mortgagee, Assignee, or Receiver

Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of a premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured person(s) or organization(s).

H. Controlling Interest

- 1) Any person(s) or organization(s) with respect to their liability arising out of:
 - a. Their financial control of you; or
 - b. Premises they own, maintain or control while you lease or occupy these premises.
- 2) This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

I. Co-owner Of Insured Premises

Any person(s) or organization(s) with respect to their liability as co-owner of a premises co-owned by you and covered under this insurance.

J. Executors, Administrators, Trustees Or Beneficiaries

Any executor, administrator, trustee or beneficiary of your estate or living trust while acting within the scope of their duties as such.

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

M. Grantor of Franchise

Any person(s) or organization(s) with respect to their liability as grantor of a franchise to you.

However:

1. The insurance afforded to such additional insureds only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

If there is any difference in coverage afforded to an additional insured in this endorsement and that provided under another additional insured endorsement attached to this policy, the broader coverage will apply to that additional insured.

2. Primary And Noncontributory Insurance

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

3. Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions**:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

RESOLUTION

2025

Sponsored by:

Mayor William S. Stimpson and Councilmember C.J. Small
and Councilmember Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, 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 Millers Park - Ballfield Pole Removal
&
CIP Trimmier Park - Ballfield Pole Removal

Project Number: PR-071-24
&
PR-072-24

Amount: \$49,900.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP Millers Park - Ballfield Pole Removal

CAPITAL PROJECT #: F555-001 (20002000-48010)

CONTRACT AMOUNT: \$29,000.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-071-24

PROJECT DESCRIPTION: Demolition of existing ballfield wood light poles at two ballfields. Poles to be removed from site and site to be stabilized after removal.

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: 04/02/2025

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP Trimmier Park - Ballfield Pole Removal

CAPITAL PROJECT #: C0537 (20002000-48010)

CONTRACT AMOUNT: \$20,900.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-072-24

PROJECT DESCRIPTION: Demolition of existing stadium ballfield wood light poles at two ballfields. Poles to be removed from site and site to be stabilized after removal.

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: MM/DD/YYYY

**CITY OF MOBILE
AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")**



This Agreement made and entered into this _____.

BETWEEN the Owner: CITY OF MOBILE
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633

And the Contractor: Harris Contracting Services, Inc.
5413 Lott Rd
Eight Mile, AL 36613

City Business License No.: GC 51175
Secretary of State Registration No.: 000-338-516

For the following Project: Millers Park – Ballfield Pole Removal
7451 Lamplighter Drive
Mobile, Alabama 36608
PR-071-24

Trimmier Park - Ballfield Pole Removal
3600 Alba Club Road
Mobile, Alabama 36605
PR-072-24

The Owner and Contractor agree as set forth below:

1.0 CONTRACTOR'S SERVICE

1.1 The Contractor's Services consist of those described in the Scope of Work which is attached hereto as "Exhibit A" and is hereby incorporated as a part of this Agreement and as provided in the Request for Quotes documents that are hereby incorporated by reference as a part of this Agreement as though fully set out herein. The total contract amount is Forty-Nine Thousand Nine Hundred and 00/100 Dollars (\$49,900.00) which includes a Contingency Allowance of one thousand dollars and 00/100 (\$1,000.00) for each project.

1.2 If Additional Services are required due to circumstances beyond the Contractor's control, the Contractor shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Contractor's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.

1.3 ALLOWANCE

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. Contractor shall provide an itemized proposal including same for all Work. Contractor's charges for overhead and profit are limited to 10% of labor, materials and equipment costs on subcontractor's work; and 15% on work of Contractor's own forces.

- B. Contingency Allowance shall be used for unforeseen circumstances not covered in the construction documents. All extra work under this section must be authorized by the Owner, in writing, prior to ordering materials or undertaking work.
- C. Upon completion of the Work, the unused portion of the Contingency Allowance shall be credited back to the Owner in the form of a Change Order.

2.0 OWNER'S REPRESENTATIVE

- 2.1 The Owner's Representative, authorized to act on the Owner's behalf with respect to the Project, is the Director of Real Estate Asset Management or the Director's designated representative. The Owner's liaison with the Contractor is the Owner's Representative.

3.0 GENERAL REQUIREMENTS

- 3.1 The Contractor shall deliver the Work complete within thirty (30) calendar days from the date of the written Notice to Proceed.
- 3.2 The Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, with respect to all covenants of this Agreement. Contractor shall not assign, sublet, or transfer its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.
- 3.3 This Agreement represents the entire and integrated agreement between the Owner and Contractor and supersedes all prior negotiations, understandings or agreements either written or oral. The Owner and Contractor may amend this Agreement only by written instrument signed by both parties.
- 3.4 All covenants, agreements, and stipulations of this Agreement (except warranties) shall remain in full force until completion of the Project or for a period of two (2) years from the date of this Agreement, whichever occurs first. By mutual agreement, the Owner and the Contractor may extend the Agreement time.
- 3.5 LIQUIDATED DAMAGES
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 incomplete or any closeout requirements are not acceptably submitted for more than thirty (30) calendar days after the time 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 to the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.
- 3.6. INSURANCE
For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do

business in the State of Alabama, *which such insurance shall be endorsed to name the City of Mobile as an additional insured*, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Workers' Compensation/Employer's Liability:

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
2. Employer's Liability with limits of not less than:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

B. Comprehensive General Liability Insurance:

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.
2. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.
3. General Aggregate Limit shall apply on a "Per Project" Basis.

C. Automobile Liability Insurance:

1. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

D. Excess/Umbrella Liability Insurance

1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
2. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

Notice of Cancellation - Certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

Certificates of Insurance - General - 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 (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy

endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

- 3.7 In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of an attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.
- 3.8 INDEMNIFICATION: The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.
- 3.9 This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.
- 3.10 Contractor shall obtain, at his own expense, all necessary licenses, inspections, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City of Mobile department permits, when required, shall be obtained by the Contractor at no cost.
- 3.11 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.
- 3.12 BEST MANAGEMENT PRACTICES (BMPs): The Contractor shall be responsible for providing, implementing, and maintaining BMPs for sediment and erosion control, and all other applicable regulations, in full compliance with 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 and 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 waste water with oils, grease, etc., shall be properly contained and disposed of.

3.13 METHOD of PAYMENT: Contractor shall provide one notarized original signature copies of invoices to the Architectural Engineering Department on a monthly basis and/or upon successful completion of service. Contractor invoices shall be provided on AIA Document G702 and AIA Document G703. Final payment shall not be processed until all required Close-out Documents are submitted to and approved by the Owner.

3.14 TERMINATION OF CONTRACT: The City retains the right to terminate the contract at its discretion, which shall be effective upon giving notice to the Contractor. Upon termination, the City shall only pay for those services satisfactorily rendered in the sole discretion of the City. The contractor may terminate the contract upon thirty (30) days written notice. Notice to the City shall be addressed to the Director Of Real Estate Asset Management. The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract.

3.15 All notices of cancellation, requests, demands or other communications to Owner shall be in writing duly delivered to the following address for the City:

City of Mobile
Architectural Engineering Department
205 Government St
5th Floor, South Tower
PO Box 1827
Mobile, AL 36633

Copy to: City Attorney
City of Mobile Legal Department
Post Office Box 1827
Mobile, AL 36633-1827

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

3.17 RETAINAGE

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:

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum.

Increases in the contract sum by Change Order shall also be subject to retainage.

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

3.18 PROOF OF ADVERTISEMENT of COMPLETION

(a) Contractor shall provide proof of publication of Notice of Completion in a locally published newspaper of general circulation, in accordance with Title 39, Section 39-1-1 of the Code of Alabama. For final Contract Sums less than Fifty Thousand and 00/100 Dollars (\$50,000.00), the Contractor shall also provide, at the same time notice is sent to the newspaper, an electronic or hard copy of notice verbiage on Contractor letterhead to the City of Mobile for public posting for one week. This Notice of Completion shall not begin until the project has been accepted by the City of Mobile.

(b) Notice of Completion advertisement 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 Millers Park – Ballfield Pole Removal, PR-071-24 and Trimmier Park – Ballfield Pole Removal, PR-072-24 in Mobile, Alabama. All persons having any claim 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, AL 36633-1827.

3.19 CONTRACTOR WARRANTY and CERTIFICATION

A. Upon completion of the contract the Contractor shall certify under oath that all bills have been paid in full.

B. In addition to manufacturer warranties required by the Bid Documents, Contractor shall provide a one (1) year Labor and Materials Warranty on company letterhead at completion of the Contract.

4.0 CONTRACT DOCUMENTS

A. The contract documents consist of this Agreement, the Request for Quotes documents Exhibit "A" Scope of Work, Addenda issued prior to the execution of the Contract, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are fully a part of the Contract as if attached to this Agreement or repeated herein. The contract documents are intended to agree, and if clarification of a conflict has not been made via Addendum, then the most restrictive or costly interpretation by the Director of Real Estate Asset Management will apply.

B. An enumeration of the Contract Documents, other than a Modification, appears below:

1. Request for Quotes documents, dated February 28, 2025, as prepared by the City of Mobile Architectural Engineering Department.
2. Addendum No 1, dated March 6, 2025
3. E-Verify Documentation;
4. Certificate of Insurance with endorsements; and
5. This Instrument (Agreement).

5.0 DISPUTE RESOLUTION

Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.

6.0 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.

7.0 NONDISCRIMINATION

A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

B. Contractor shall abide by provisions of Mobile Ordinance No. 02-050 which prohibits discrimination in employment by Contractors and Subcontractors performing work for the City of Mobile.

8.0 NON-ASSIGNMENT

Neither this Agreement nor any rights under this Agreement may be assigned, by any party, without the prior written consent of the other party.

9.0 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.

10.0 IMMIGRATION LAWS

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

11.0 Public Contracts with Entities 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.

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IN WITNESS WHERE OF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority and the Contractor by such duly authorized officers or individuals as may be required by law.

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

OWNER: City of Mobile

Legal Name of Party to Contract:

CONTRACTOR: Harris Contracting Services, Inc.

Signature


By Signature

William S. Stimpson, Mayor
Printed Name and Title

Brian Harris, President
Printed Name and Title

(Corporate Seal if applicable)

ATTEST: City of Mobile

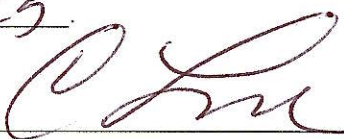
City Clerk

Contractor:

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared 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 17 day of MARCH,
2023.


NOTARY PUBLIC

My Commission Expires: 4/7/27

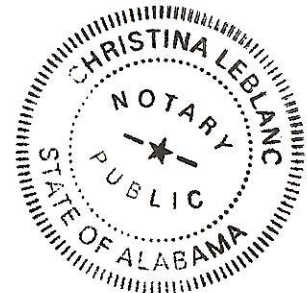


EXHIBIT A SUMMARY OF WORK

Millers Park - Ballfield Pole Removal

Project #PR-071-24

Trimmier Park – Ballfield Pole Removal

Project #PR-072-24

Summary of Work: Contractor to include all furnishing of all labor, materials, tools and equipment necessary

1. Assessment & Planning:

- a. Contractor to inspect the poles for structural integrity and any hazards.
- b. Contractor shall identify potential underground utilities near the poles.
- c. Contractors shall not use heavy equipment on ball fields but use exterior perimeter for removal.
- d. Contractor is responsible for removal plan and submit to Project Manager before beginning work.

2. Permitting & Notifications:

- a. Contractor is responsible for obtaining all necessary permits.

3. De-Energizing & Detaching Equipment:

- a. If poles support lighting or electrical components that are still energized, coordinate with the Project Manager to safely disconnect power.
- b. Remove attached fixtures, wiring, or signage and cap per 2020 National Electrical Code.

4. Pole Removal:

- a. Poles to be cut to two feet below grade.
- b. Fill and compact any holes left behind.
- c. Seed and mulch surfaces with ALDOT spring mix.
- d. Remove debris and dispose of poles in accordance with environmental regulations.

END OF SUMMARY OF WORK



City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# PR-071-24 PR-072-24 Current Date 2 / 24 / 25

Project Description Miller Park and Trimmier Park - Ballfield Pole Removal

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be
waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

This work only requires one trade and will not have any sub-contractors. Estimates at each location
between \$15k and \$30k.

Carleen Stout-Clark 2-24-25
Requested By (Department Director)

(Signature)

251-327-7309

Telephone Number

REAM Director

(Title)

2-24-25

(Date)

carleen.stout@cityofmobile.org.org

Email Address

Reviewed By (Office of Supplier Diversity)

Archnique Kidd
Archnique Kidd (Feb 25, 2025 11:00 CST)

(Signature)

(Title)

(Date)

Approved By (CAO)



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.

Via email: Archnique.kidd@cityofmobile.org

251.208.7967

205 Government Street, 5th Floor

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

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

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

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

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

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

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



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

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

RFP/RFQ Solicitation Number	
Project Description	- BALLFIELD POLE REMOVAL
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male ☒ Female ☒ Minority ☒ Non-minority ☒ SDVO ☒
	Total #of Employees 26

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Brian Harris

Signature: Brian Harris Date: 03/10/2025

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



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan (Cont'd)

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

Please Print Company Harris Contracting Services Your Bid/Proposal Amount \$ _____
_____/_____/_____ Description - BALLFIELD POLE REMOVAL

Date: 03/10/25

Name of Bidder/Proposer: Harris Contracting Services

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	\$\$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
Evan and Company	251-633-6840	Seed and hay <i>and repair mowers</i>	<i>7,500.00</i>	<i>15%</i>	yes	



OFFICE OF SUPPLIER DIVERSITY
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 (X)	NO ()	Did you do these suggested areas for DBE recruitment and engagement
X		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
X		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
X		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
X		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
X		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.)
X		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
X		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

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)

X 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.

X 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. _____



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)



Alabama Secretary of State



Harris Contracting Services, Inc.	
Entity ID Number	000-338-516
Entity Type	Domestic Corporation
Principal Address	132 COURTAULDS SARALAND, AL 36571
Principal Mailing Address	132 COURTAULDS SARALAND, AL 36571
Status	Exists
Place of Formation	Mobile County
Formation Date	06/10/2015
Registered Agent Name	HARRIS, BRIAN
Registered Office Street Address	132 COURTAULDS SARALAND, AL 36571
Registered Office Mailing Address	132 COURTAULDS SARALAND, AL 36571
Nature of Business	CONSTRUCTION/CONTRACTOR-ELECTRICAL & INSTRUMENTATION
Capital Authorized	100 @ \$0.01 PV
Capital Paid In	
Directors	
Director Name	HARRIS, BRIAN
Director Street Address	132 COURTAULDS SARALAND, AL 36571
Director Mailing Address	132 COURTAULDS SARALAND, AL 36571
Incorporators	
Incorporator Name	LEGALZOOM.COM INC
Incorporator Street Address	9900 SPECTRUM DRIVE AUSTIN, TX 78717
Incorporator Mailing Address	100 W BROADWAY SUITE 100 GLENDALE, CA 91210
Annual Reports	
Report Year	2016 2017 2018 2019 2020 2021 2022 2023
Transactions	
Transaction Date	06/24/2015

Harris Contracting Services, Inc.	
Miscellaneous Filing Entry	New Entity Effective 06-10-2015 13:55
Scanned Documents	
<u>Purchase Document Copies</u>	
Document Date / Type / Pages	06/24/2015 Certificate of Formation 4 pgs.

[Browse Results](#)[New Search](#)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/17/2025

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: guardianinsuranceagency@gmail.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Associated Industries Insurance Company INSURER B: Progressive Specialty Insurance INSURER C: StarStone National Insurance Company INSURER D: The Sheffield Fund / Evanston Insurance Co INSURER E: INSURER F:
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

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

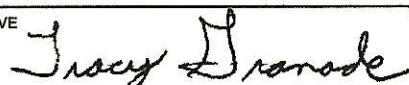
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project name: Trimmier Park- Ballfield Pole Removal Project Number: PR-072-24

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 cancelation, non renewal or material change shall apply (Except 10 Days for non pay)

CERTIFICATE HOLDER

CANCELLATION

City of Mobile Architectural 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  <TG>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/17/2025

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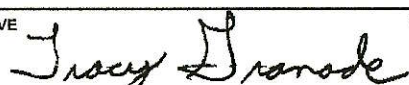
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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT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

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

Project name: Millers Park- Ballfield Pole Removal Project Number: PR-071-24
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 cancelation, non renewal or material change shall apply (Except 10 Days for non pay)

CERTIFICATE HOLDER City of Mobile Architectural Engineering Department P.O. Box 1827 Mobile, Al. 36633-1827	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  <TG>
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CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: April 8, 2025

Submitted by:

Jennifer White

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Authorize the Mayor to enter into an agreement with the Alabama Department of Transportation (ALDOT) for detection equipment upgrades at signalized intersections on Old Shell Rd. from Ann St. to Parkway St W within the City limits of Mobile; Project # STPMB-4925(); CPMS Ref#100079720 and 100079721.

Amount of Contract:

Funding Source

ATTACHMENTS:

1. RESOLUTION-TAP-Old Shell from Ann St to Parkway
2. Agreement-TAP-Old Shell from Ann St. to Parkway
3. 09-513

REVIEWERS:

Kelsi Tippery
Laura Angle
Cherlina Monteiro
James Barber

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:

Detection equipment upgrades at signalized intersections on Old Shell Rd. from Ann St. to Parkway St W within the City of Mobile; Project # STPMB-4925(); CPMS Ref# 100079720 and 100079721

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 _____, 2025, 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 _____, 2025.

Adopted: _____
City Clerk

**PRELIMINARY ENGINEERING
AND
CONSTRUCTION
AGREEMENT
FOR A
FEDERAL AID
PROJECT**

**BETWEEN THE STATE OF ALABAMA
AND THE
CITY OF MOBILE
Mobile County**

**Project No. STPMB-4925()
CPMS Ref# 100079720 & 100079721**

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 detection equipment upgrades at signalized intersections on Old Shell Rd. from Ann St. to Parkway St. W within the City of Mobile; Project# STPMB-4925(); CPMS Ref# 100079720 and 100079721.

NOW, THEREFORE, it is mutually agreed between the STATE and the CITY as follows:

PART TWO (2): FUNDING PROVISIONS

- A. **Project Funding:** The STATE will not be liable for Federal Aid Funds in any amount. The project will be limited to \$500,000.00 Federal funds unless the Mobile Area Metropolitan Planning Organization agrees, subject to the approval of the STATE, to reprogram the allocated Federal funds for the Mobile Area sufficient to pay 80% of the project cost. Any overruns not covered by the MPO 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 80% of eligible project costs, whichever is less.
- B. The estimated cost and participation by the various parties is as follows:

PRELIMINARY ENGINEERING

FUNDING SOURCE	ESTIMATED COSTS
STP Funds (Mobile Area Dedicated)	\$ 52,000.00
City Funds	\$ 13,000.00

TOTAL	\$ 65,000.00

CONSTRUCTION

FUNDING SOURCE	ESTIMATED COSTS
STP Funds (Mobile Area Dedicated)	\$ 448,000.00
City Funds	\$ 112,000.00

TOTAL (Incl CE&I)	\$ 560,000.00

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 Federal Highway Administration (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.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Board and the approved allocation shall be returned to the IARB for re-allocation. A time extension may be approved by the IARB upon formal request by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the STATE.

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 CITY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with CITY forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will be an eligible cost as part of this Agreement.

If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the CITY will develop and submit to the STATE a project budget for approval. This budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described, and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All cost for which the CITY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the CITY be reimbursed for expenditures over and beyond the amount approved by the STATE.

The CITY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the CITY and approved by the STATE. The plans, including the documents relating thereto, is of record in the Alabama Department of Transportation and is hereby incorporated in and made a part of this Agreement by reference. It is understood by the CITY that failure of the CITY to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal funding and the refund of any federal funds previously received on the project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with the Guidelines for Operations for *Procedures for Processing State and Industrial Access Funded County and City Projects*, and attached hereto as a part of this Agreement prior to the CITY letting the contract.

- D. The CITY will furnish all construction engineering for the project with CITY forces or with a consultant approved by the STATE as part of the cost of the project. 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 and comply with the Department's Local Road Maintenance Certification Policy.

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:

Detection equipment upgrades at signalized intersections on Old Shell Rd. from Ann St. to Parkway St. W within the City of Mobile; Project# STPMB-4925(); CPMS Ref# 100079720 and 100079721.

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

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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

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- 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 discrimination 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

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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.

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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

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- 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.

**STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION**

**SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL
ACCESS FUNDED COUNTY AND CITY PROJECTS**

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an inplace annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

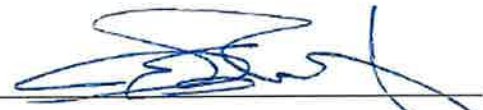
A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

RECOMMENDED FOR APPROVAL:


BUREAU CHIEF/REGION ENGINEER

APPROVAL:


CHIEF ENGINEER

APPROVAL:


TRANSPORTATION DIRECTOR

NOVEMBER 1, 2017

DATE

1-20

Rev. 10/2017

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 \$125,000.00 be transferred from project SDT08 (20002000.94070) to grant project G-STPOLDSH (50015001.93030). These funds will be reallocated for grant match to upgrade detection equipment at intersections between Ann Street and Parkway Street on Old Shell Road.

Adopted: APR 01 2025



City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: April 8, 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 Communications International Inc for 10 L3 Harris handheld radios with accessories for Trash Collection.

Amount of Contract:

\$24,012.40

Funding Source

General fund.

ATTACHMENTS:

1. 20250403 Communications Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 8 April 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 Communications International Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Communications International Inc for 10 L3 Harris
handheld radios with accessories for Trash Collection.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$24,012.40

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>21390</u>	2025	(2090A) TRASH COLLECTION	10 L3 HARRIS HANDHELD RADIO WITH ACCESSORIES FOR TRASH COLLECTION (AL STATE CONTRACT)	\$24,012.40	<u>(297103)</u> <u>COMMUNICATIONS</u> <u>INTERNATIONAL</u> <u>INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021390-00 FY 2025 Acct No: 1000.40.20.2070.2090.2070.0000.0000.44020. Review: Buyer: Status: Released
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Page 1

Vendor
 COMMUNICATIONS INTERNATIONAL INC
 4450 US HWY 1

Ship To
 PUB WORKS - TRASH
 1900 HURTEL STREET
 BEFORE 2:30 PM
 MOBILE, AL 36605

VERO BEACH, FL 32967

Tel#772-794-4251
 Fax 772-794-4251

Deliver To
 PUB WORKS - TRASH
 1900 HURTEL STREET
 BEFORE 2:30 PM
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/14/25	1297103				TRASH COLLECTION

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

AS PER YOUR QUOTE Q00037203 DATED 3-12-2025			
001	ITEM # XK-PF78B PORTABLE, XL-45P, 7/800MHZ, GRAY	10.00 EACH	1656.00000 16560.00
1 1000.40.20.2070.2090.2070.0000.0000.44020.			16560.00

Ship To
 PUB WORKS - TRASH
 1900 HURTEL STREET
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 MOBILE, AL 36605

Deliver To
 PUB WORKS - TRASH
 1900 HURTEL STREET
 BEFORE 2:30 PM
 MOBILE, AL 36605

002	ITEM# XK-FW2X OPERATION, LOAD NIFOG PERSONALITY	10.00 EACH	0.01000 0.10
1 1000.40.20.2070.2090.2070.0000.0000.44020.			.10

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021390-00 FY 2025 Acct No: 1000.40.20.2070.2090.2070.0000.0000.44020. Review: Buyer: Status: Released	Page 2
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Vendor COMMUNICATIONS INTERNATIONAL INC 4450 US HWY 1 VERO BEACH, FL 32967 Tel#772-794-4251 Fax 772-794-4251	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605
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Deliver To
 PUB WORKS - TRASH
 1900 HURTEL STREET
 BEFORE 2:30 PM
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/14/25	297103				TRASH COLLECTION

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 PUB WORKS - TRASH
 1900 HURTEL STREET
 BEFORE 2:30 PM
 MOBILE, AL 36605

Deliver To
 PUB WORKS - TRASH
 1900 HURTEL STREET
 BEFORE 2:30 PM
 MOBILE, AL 36605

003 ITEM# XK-PL4F FEATURE, P25 PHASE 2 TDMA	10.00 EACH	198.00000	1980.00
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1 1000.40.20.2070.2090.2070.0000.0000.44020.	1980.00
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Ship To
 PUB WORKS - TRASH
 1900 HURTEL STREET
 BEFORE 2:30 PM
 MOBILE, AL 36605

Deliver To
 PUB WORKS - TRASH
 1900 HURTEL STREET
 BEFORE 2:30 PM
 MOBILE, AL 36605

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021390-00 FY 2025 Acct No: 1000.40.20.2070.2090.2070.0000.0000.44020. Review: Buyer: Status: Released	Page 3
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Vendor COMMUNICATIONS INTERNATIONAL INC 4450 US HWY 1 VERO BEACH, FL 32967 Tel#772-794-4251 Fax 772-794-4251	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605
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Deliver To
 PUB WORKS - TRASH
 1900 HURTEL STREET
 BEFORE 2:30 PM
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/14/25	297103				TRASH COLLECTION

LN Description / Account	Qty	Unit Price	Net Price
004 IEM# XK-PL8Y FEATURE, ENCRYPTION LITE	10.00 EACH	0.01000	0.10

1 1000.40.20.2070.2090.2070.0000.0000.44020. .10

Ship To
 PUB WORKS - TRASH
 1900 HURTEL STREET
 BEFORE 2:30 PM
 MOBILE, AL 36605

Deliver To
 PUB WORKS - TRASH
 1900 HURTEL STREET
 BEFORE 2:30 PM
 MOBILE, AL 36605

005 ITEM# XK-PL9E FEATURE-SINGLE KEY AES ENCRYPTION	10.00 EACH	0.01000	0.10
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1 1000.40.20.2070.2090.2070.0000.0000.44020. .10

Ship To
 PUB WORKS - TRASH
 1900 HURTEL STREET
 BEFORE 2:30 PM
 MOBILE, AL 36605

Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021390-00 FY 2025 Acct No: 1000.40.20.2070.2090.2070.0000.0000.44020. Review: Buyer: Status: Released
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Page 4

Vendor
 COMMUNICATIONS INTERNATIONAL INC
 4450 US HWY 1

Ship To
 PUB WORKS - TRASH
 1900 HURTEL STREET
 BEFORE 2:30 PM
 MOBILE, AL 36605

VERO BEACH, FL 32967

Tel#772-794-4251
 Fax 772-794-4251

Deliver To
 PUB WORKS - TRASH
 1900 HURTEL STREET
 BEFORE 2:30 PM
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/14/25	297103				TRASH COLLECTION

LN Description / Account	Qty	Unit Price	Net Price
PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605			

006 ITEM# XK-PL4U FEATURE, SINGLE-KEY DES ENCRYPTION	10.00 EACH	0.01000	0.10
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1 1000.40.20.2070.2090.2070.0000.0000.44020.		.10
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Ship To
 PUB WORKS - TRASH
 1900 HURTEL STREET
 BEFORE 2:30 PM
 MOBILE, AL 36605

Deliver To
 PUB WORKS - TRASH
 1900 HURTEL STREET
 BEFORE 2:30 PM
 MOBILE, AL 36605

007 ITEM# XK-PA3R BATTERY, LI,ION, 3100MAH	10.00 EACH	111.60000	1116.00
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1 1000.40.20.2070.2090.2070.0000.0000.44020.		1116.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021390-00 FY 2025 Acct No: 1000.40.20.2070.2090.2070.0000.0000.44020. Review: Buyer: Status: Released	Page 5
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Vendor COMMUNICATIONS INTERNATIONAL INC 4450 US HWY 1 VERO BEACH, FL 32967 Tel#772-794-4251 Fax 772-794-4251	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605
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Deliver To
 PUB WORKS - TRASH
 1900 HURTEL STREET
 BEFORE 2:30 PM
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/14/25	297103				TRASH COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Deliver To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605			
008	ITEM# 14002-0214-01 BATTERY, LI-ION, 3100 MAH	10.00 EACH	97.20000	972.00
1	1000.40.20.2070.2090.2070.0000.0000.44020.			972.00
	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Deliver To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021390-00 FY 2025 Acct No: 1000.40.20.2070.2090.2070.0000.0000.44020. Review: Buyer: Status: Released	Page 6
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Vendor COMMUNICATIONS INTERNATIONAL INC 4450 US HWY 1 VERO BEACH, FL 32967 Tel#772-794-4251 Fax 772-794-4251	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605
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Deliver To
 PUB WORKS - TRASH
 1900 HURTEL STREET
 BEFORE 2:30 PM
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/14/25	297103				TRASH COLLECTION

LN Description / Account	Qty	Unit Price	Net Price
009 ITEM# XK-HC2G BELT CLIP, STANDARD, XL-45	20.00 EACH	14.40000	288.00

1 1000.40.20.2070.2090.2070.0000.0000.44020. 288.00

Ship To
 PUB WORKS - TRASH
 1900 HURTEL STREET
 BEFORE 2:30 PM
 MOBILE, AL 36605

Deliver To
 PUB WORKS - TRASH
 1900 HURTEL STREET
 BEFORE 2:30 PM
 MOBILE, AL 36605

010 ITEM# XK-NC8D ANTENNA, WHIP, 1/2 WAVE, 762-870 MHZ	10.00 EACH	36.00000	360.00
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1 1000.40.20.2070.2090.2070.0000.0000.44020. 360.00

Ship To
 PUB WORKS - TRASH
 1900 HURTEL STREET
 BEFORE 2:30 PM
 MOBILE, AL 36605

Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021390-00 FY 2025 Acct No: 1000.40.20.2070.2090.2070.0000.0000.44020. Review: Buyer: Status: Released
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Page 7

Vendor
 COMMUNICATIONS INTERNATIONAL INC
 4450 US HWY 1

Ship To
 PUB WORKS - TRASH
 1900 HURTEL STREET
 BEFORE 2:30 PM
 MOBILE, AL 36605

VERO BEACH, FL 32967

Tel#772-794-4251
 Fax 772-794-4251

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 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/14/25	297103				TRASH COLLECTION

LN Description / Account	Qty	Unit Price	Net Price
PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605			

011 ITEM # XK-AE9D SPEAKER MIC	10.00	151.20000	1512.00
	EACH		

1 1000.40.20.2070.2090.2070.0000.0000.44020.	1512.00
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Deliver To
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 1900 HURTEL STREET
 BEFORE 2:30 PM
 MOBILE, AL 36605

012 ITEM# XK-CH5X CHARGER, 1-BAY, TRI-CHEMISTRY	10.00	122.40000	1224.00
	EACH		

1 1000.40.20.2070.2090.2070.0000.0000.44020.	1224.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021390-00 FY 2025 Acct No: 1000.40.20.2070.2090.2070.0000.0000.44020. Review: Buyer: Status: Released	Page 8
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Vendor COMMUNICATIONS INTERNATIONAL INC 4450 US HWY 1 VERO BEACH, FL 32967 Tel#772-794-4251 Fax 772-794-4251	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/14/25	297103				TRASH COLLECTION

LN Description / Account	Qty	Unit Price	Net Price
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 BEFORE 2:30 PM
 MOBILE, AL 36605

Deliver To
 PUB WORKS - TRASH
 1900 HURTEL STREET
 BEFORE 2:30 PM
 MOBILE, AL 36605

[Requisition Link](#)

Requisition Total	24012.40
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2090.2070.0000.0000.44020.	24012.40	4044624.02
SANITATION EXP		OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Approved	03/17/25	SHONNDA SMITH	
Approved	03/17/25	CHERI BOUCHER	Auto approved by: 910518244
Queued	03/17/25	DONALD ROSE	Auto approved by: 910518244
Queued	03/17/25	SANDRA LEWIS	Auto approved by: 910518244
Queued	03/17/25	STEVEN KRONINGER	Auto approved by: 910518244
Queued	03/17/25	SAMANTHA COOLEY	Auto approved by: 910518244
Queued	03/17/25	CLAUDE BUERGER IV	Auto approved by: 910518244

Contract Header

Contract

Two Way Radio - L3Harris -

Supplier

L3Harris Technologies, Inc.

Linked Solicitation

Two Way Radio

Type

Master Agreement

Contract Code

MA230000003334-2

Sourcing Number

SRC0000008282

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Sonya	Bryan	sonya.bryan@purchasing.alabama.gov	334-353-8379

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Marilyn	Brannan	marilyn.brannan@l3harris.com	4343852866
Morgan	Shannon	Morgan.Shannon@L3Harris.com	843-513-7997
Morgan	Shannon	Morgan.Shannon@L3Harris.com	843-513-7997
Sheri	Fox	sheri.fox@l3harris.com	4348182525

4 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

10/6/2022

End Date

9/30/2025

Documents

Items

- [TnC - Contract.xml](#)
- [TnC - Contract.xml](#)
- [TnC - Contract.xml](#)
- [L3Harris Fulfilment.docx](#)
- [L3Harris_Fulfilment.docx](#)
- [TnC_-_Contract \(11\).pdf](#)

Item Name	Product Code	UOM	
L3Harris Radio 26% Discount	MA220000003334-1	0.00	Each
L3Harris Accessory 26% Discount	MA220000003334-2	0.00	Each
L3Harris Software 0% Discount	MA220000003334-3	0.00	Each
L3Harris Labor 0% Discount	MA220000003334-4	0.00	Each
L3Harris Infrastructure 26% Discount	MA220000003334-5	0.00	Each



**State of Alabama
Department of Finance
Office of the Chief Procurement Officer
Master Agreement**

Contract Information			
Contract Name			
State Contract Number:	MA230000003334	Begin Date: 10/1/2022	End Date: 9/30/2023
L3Harris Technologies Inc (VC000046248)		Contact Name: Sheri Fox Contact Email: sheri.fox@l3harris.com	
Item Name		Product Code / Line Number	
Line 1 L3Harris Radio 26%		MA230000003334-1	
Line 2 L3Harris Accessory 26%		MA230000003334-2	
Line 3 L3Harris Software 0%		MA230000003334-3	
Line 4 L3Harris Labor 0%		MA230000003334-4	
Line 5 L3Harris Infrastructure 26%		MA230000003334-5	

Fulfillment Supplier
Communications International, Inc Williams Communications Inc



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: April 8, 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 Flymotion, LLC, for drone with camera and multi-gas sensor for MFRD.

Amount of Contract:

\$55,479.00

Funding Source

Federal Pipeline & Hazardous Materials Safety Administration Grant

ATTACHMENTS:

1. 20250401 Flymotion Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 8 April 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 Flymotion, LLC.

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Flymotion, LLC, for drone with camera and multi-gas sensor for MFRD.
Federal Pipeline & Hazardous Materials Safety Administration Grant

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$55,479.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5917

How many bidders received bid packages (if applicable): 8 + web

How many bidders submitted bids (if applicable): 3

If this is not the lowest bid, explain why not:

No bids offered a firm fixed price and so all were non-responsive. IAW Ala Code 41-16-50(b)(4), informal price quotes were solicited from all failed non-responsive bidders. Awardee gave only quote.

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>22028</u>	2025	(2590) GRANT MANAGEMENT	DJI MATRICE M350 DRONE WITH CAMERA AND 4D MULTI-GAS SENSOR FOR MFRD (SEALED BID 5917)	\$55,479.00	<u>(299672)</u> <u>FLYMOTION, LLC</u>

Adopted:

City Clerk

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

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

**Purchasing Department
and Package Delivery:**

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

Postal Service Does Not Deliver to This Street Address

This is Not an Order

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

Typed by: _____ en Buyer: 003

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
01/16/2025	5917	FIRE/GRANTS	205 Government St, Room 454S

This bid must be received and stamped by the Purchasing office not later than:

11:00 AM, Friday, February 7, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	DRONE AND MULTI-GAS SENSOR The City of Mobile is requesting bids for a DRONE and multi-gas sensor for the Mobile Fire Department with perpetual mapping software per the attached specifications. If substituting, product must fulfill all features and requirements of the items specified. System should be Mission-Ready, with fully setup system <u>before</u> shipping, including: firmware/software updates on all components; system pairing/matching; bench/flight test; completely charged batteries for mission-ready flight out of the box. A functional demonstration may be required on Friday, February 12, 2025, at 10:00 am in Mobile, Alabama. BID ON EACH ITEM. Failure to bid on each item will cause your bid to be rejected. Pricing is to be held firm through September 30, 2025. Prices may be extended for up to 5 additional six month periods with the approval of the successful vendor and the City of Mobile. Quantities to be purchased are approximate. Additional items may be purchased. The minimum quantities listed should be purchased upon bid award. All prices must be the delivered price FOB Mobile, Alabama. Questions should be sent to purchasing@cityofmobile.org NO LATER THAN January 30, 2024.					
			TOTAL			

Page 1 of 4

**RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE**

State delivery time within _____ days of receipt of P.O.

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
Each bid shall be accompanied by a Cashier's Check, Certified Check, Bank Draft or Bid Bond for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
MIN 1	Page 2 of 4 ITEM #1: DJI MATRICE M350 RTK AIRCRAFT BUNDLE WITH 2 YEAR ENTERPRISE CARE; KIT INCLUDES: 1 - M350 RTK AIRCRAFT WITH SINGLE GIMBAL BRACKET 1 – RC PLUS CONTROLLER 2 – TB65 FLIGHT BATTERY 1 – BS65 BATTERY STATION CASE 1 – WHEELED CASE FOR SYSTEM 1 – EXTRA PAIR OF PROPS - INCLUDES 2 YEAR WARRANTY (EXCLUDING BATTERIES) 3 REPLACEMENTS IN 2 YEARS FOR THE BASIC DEDUCTIBLE RATE Providing_____Price_____					
MIN 1	ITEM #2: DJI ZENMUSE H30T PAYLOAD WITH 2 YEAR CARE BASIC Providing_____Price_____					
MIN 1	ITEM #3: SNIFFER 4D MULTI-GAS SENSOR FOR M300 WITH PERPETUAL MAPPING SOFTWARE; SNIFFER 4D UNIT INCLUDING THE ADAPTER KIT FOR DJI M300 AND THE FOLLOWING VOCs: CXHY/CH4/LEL, CO, CO2, CI2, O2, NO2, H2S AND PERPETUAL MAPPING SOFTWARE AND STANDARD 1 YEAR WARRANTY. Providing_____Price_____					
MIN 1	ITEM #4: GL60 PLUS GIMBAL SPOTLIGHT BY CZI; THE GL60 PLUS GIMBAL SEARCHLIGHT ADOPTS 4 GROUPS OF OPTICAL IMAGING COMPONENTS, EACH GROUP CONSISTS OF 4 LENSES COMBINED, EMITTING A SHARP LIGHT COLUMN WITH ONLY ANGLE OF 15 DEGREES, CONSISTENT COLOR AND EVEN BRIGHTNESS, AND STABLE OUTPUT OF 24LUX OPTIMAL ILLUMINATION, EFFECTIVE IRRADIATION DISTANCE UP TO 150 METERS, ELEVATING THE AERIAL ILLUMINATION EFFECT OF UAV NIGHT OPERATION TO A NEW STANDARD, COMPATIBLE WITH DJI M200V2, M300RTK AND OTHER SERIES OF UAVS THROUGH DJI SKYPORT V2.0 INTERFACE, WHICH CAN MEET THE NEEDS OF NIGHT INSPECTION, WARNING AND DISPERSE AND ORIENTATION INDICATION, POWER GRID PATROL, SEARCH AND RESCUE AND OTHER NIGHT OPERATIONS. Providing_____Price_____					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
MIN 6	Page 3 of 4 ITEM #5: DJI TB65 FLIGHT BATTERY (M300/M350). Providing _____ Price _____					
MIN 2	ITEM #6: DJI WB37 CONTROLLER/MONITOR BATTERY; USED FOR CRYSTALSKY AND CENDENCE CONTROLLER. Providing _____ Price _____					
MIN 1	ITEM #7: DJI M300 DUAL GIMBAL BRACKET. Providing _____ Price _____					
MIN 1	ITEM #8: INTERNATIONAL SHIPPING FOR SNIFFER SYSTEM. Providing _____ Price _____					
MIN 4	ITEM #9: M350 HIGH ALTITUDE/ LOW NOISE PROP SET (2/PAIR). Providing _____ Price _____					
BID TOTAL EXTENDED PRICE \$ _____						
All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.						
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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Page_____ of _____

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Additional Terms Relating to Purchases with Federal Grant Awards

1. **FEDERAL GRANT FUNDING.** This procurement may be funded in whole or part with federal grant funds.
2. **LOCAL VENDOR PREFERENCE.** No local vendor preference will be considered or granted in evaluating bids which are funded in whole or part by federal grant awards.
3. **NON-DEBARMENT CERTIFICATION.** Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.
4. **REMEDY FOR NON-PERFORMANCE/TERMINATION OF CONTRACT**

(a) Immediate Termination - This bid award is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the bid award for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the bidder or bid awardee ("contractor") is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;

(ii) the City determines that the actions, or failure to act, of the bid awardee, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

(iii) the City determines that the bid awardee furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

(b) Termination for Cause- The occurrence of any one or more of the following events shall constitute cause for the City to declare the bid awardee in default of its obligation under the bid award:

(i) the bid awardee fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the bid awardee;

(ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(iii) the bid awardee fails to make substantial and timely progress toward performance of the bid requirements;

(iv) the bid awardee becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including

bankruptcy laws; the bid awardee terminates or suspends its business; or the City reasonably believes that the bid awardee has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the bid awardee has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the bid awardee has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

(c) Notice of Default- If there is a default event caused by the bid awardee; the City shall provide written notice to the bid awardee requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the bid awardee. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

(i) Immediately terminate the bid award without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting bid awardee, and/or,

(iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

(d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the bid awardee. Following termination upon notice, the bid awardee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

(e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the bid awardee for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the bid awardee's claim. This provision in no way limits the remedies available to the City in the event of termination.

(f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the bid awardee shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the bid awardee;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product by the bid awardee under the bid award;

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the bid awardee.

5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

(a) Bid awardee (or "contractor") shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities

(b) During the performance of this contract, the bid awardee agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Bid awardee will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

7. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over \$100k)

Bid awardee will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Bidder certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Bid awardee will immediately notify the City of the receipt of

any communication indicating that any of bid awardee's facilities are under consideration to be listed on the EPA List of Violating Facilities.

8. BID PROTEST PROCEDURES

(a) Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of bids, or by email to Purchasing@CityofMobile.org. Bids may be protested as solicited or as awarded. A protest of a bid solicitation process shall be filed and received by the City individual before the bid due date. Protests of bid award must be filed within seven (7) calendar days after the City's notice of intent to award. All protests shall include the following information:

(i) The name, address, and telephone number of the protestor;

(ii) The signature of the protestor or an authorized representative of the protestor;

(iii) Identification of the bid being protested;

(iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;

(v) The form of relief requested

(b) The City Purchasing Agent will provide a written response to the protest within 14 calendar days from receipt of the protest.

(c) Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting party in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing

9. CODE OF CONDUCT

(a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family, partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

10. ANTI-LOBBYING CERTIFICATION (For bid awards over \$100,000).

(a). 2 CFR 200 – Appendix II, “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards” is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

(i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Apply these clauses only if construction bid awards over \$2,000 funded by federal grants.

11. CONSTRUCTION AWARDS – DAVIS-BACON ACT AND COPELAND ANTKICKBACK ACT

(a) For construction bid awards (or “contracts”), the following Davis-Bacon Act provisions apply:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have

been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the

agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the

classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages

of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Copeland Anti-Kickback provision. Bid awardees and subcontractors may not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(c) Contract Work Hours and Safety Standards Act provisions. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall

require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.



PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: April 8, 2025

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Authorize Professional Services Contract with Wildlife Solutions, Inc. for invasive species treatment at Brookley and silvicultural burn at Perch Creek in the amount of \$28,426.86

Amount of Contract:

Funding Source

ATTACHMENTS:

1. RESOLUTION-Contract with Wildlife Solutions Inc.
2. Professional Services Contract with Wildlife Solutions, Inc.

REVIEWERS:

Kelsi Tippery
Laura Angle
Chris Kern
James Barber

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor 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 Professional Services Contract, by and between the City of Mobile and the company listed below, for work as outlined in contract attached hereto and made a part hereof as set forth in full, subject to the company signing the contract. A copy of said executed contract will be on file in the office of the City Clerk.

Name of Company: Wildlife Solutions, Inc.

Not to Exceed Cost: \$28,426.86

Adopted:

City Clerk



Professional Services Contract City of Mobile

AGREEMENT

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into as of the date of execution, by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (hereinafter referred to as the "City") and Wildlife Solutions, Inc., an Alabama corporation (hereinafter "Contractor"), as follows:

This Agreement, including its Exhibits (Exhibit A: Insurance Requirements, Exhibit B: Project Scope and Proposal, Exhibit C: Fee Schedule), attached hereto, all incorporated herein, represents the entire agreement between Contractor and City with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Agreement. Contractor and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

WHEREAS, the Contractor is uniquely qualified and engaged in Invasive species management, and

WHEREAS, City desires to engage this Contractor, due to the Contractor's high degree of professional skill and personality especially suited to provide said services upon the following terms and conditions.

NOW THEREFORE, City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

A. Contractor's services consist of performing a silvicultural burn at the Perch Creek Tract, approximately 94.93 acres, PINs 1579759, 1044122, 1044104, 1040082, 1042712, 1043917, 1044202, 1043926 and perform invasive species treatment at the Brookley Tract, approximately 47.34 acres,

PINs 975136, 1320088, 4004063, 974930]

B. The contractor shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent professional practicing under the same or similar circumstances and as expeditiously as is prudent considering the ordinary professional skill and care of such profession

C. The Contractor agrees to diligently provide all materials, services and labor for the performance of Conservation Easements, Invasive Species Management (the "Project"), in accordance with the scope of services made part of this Contract as Exhibit B, attached hereto and incorporated herein. All work and labor shall be done in accordance with the plans and specifications on file with the City and are incorporated herein by reference.

D. The Director of Resilience and Sustainability, or his/her designated representative, shall be the City's Project Manager and shall provide specific tasking to the Contractor with respect to these services.

II. TERM OF AGREEMENT

This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue through the completion of the Project, in accordance with Exhibit B Project Scope and Proposal attached hereto and incorporated herein.

III. COMPENSATION

A. The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed **\$28,426.86 (Twenty-Eight Thousand Four Hundred Twenty-Six and 86/100 Dollars)**, for the entire Project in accordance with Exhibit C Fee Schedule attached hereto and incorporated herein OR, upon the completion and acceptance thereof by the City or its duly authorized agent. The contract price includes a contingency amount for unanticipated work within the scope of the agreement and may only be authorized at the discretion of the City's Director of Resilience and Sustainability.

B. Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a notice to proceed. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no notice to proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.

IV. METHOD OF PAYMENT

A. The City shall pay the Contractor through payment issued by City upon receipt of the Contractor's invoice and written approval of same by the City's Director of Resilience and Sustainability indicating that services have been rendered in conformity with this Contract.

B. The Contractor shall submit invoices for payment to the City for those specific services provided pursuant to Exhibit C, Fee Schedule, attached hereto and incorporated herein.

C. The Contractor's invoices shall be in a form satisfactory to the Director of Resilience and Sustainability who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the City.

V. ADDITIONAL SERVICES

A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.

B. If the City's Director of Resilience and Sustainability requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

A. To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of

whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. Contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

B. This section of the Agreement will survive the expiration or termination of the Agreement.

VII. CONTRACTOR'S INSURANCE.

Contractor shall procure and maintain insurance as specified in Exhibit A, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

A. The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.

B. The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

C. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

D. Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.

F. The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.

G. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.

H. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent or servant of City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

IX. TIME FOR PERFORMANCE

Time is of the essence in the performance of this Contract. The Contractor specifically agrees that contract time will begin on the date the Notice to Proceed is issued. Contractor also agrees no work will begin prior to such date. All work to be performed under the provisions of this Contract shall be completed to Substantial Completion in not more than 90 calendar days and all work shall be completed to Final Acceptance within thirty (30) calendar days from Substantial Completion, or thirty (30) calendar days from delivery to Contractor of a list of items to be completed punch list.

X. FORCE MAJEURE

A. The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or specified by the City's Department Head, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

XI. OBLIGATIONS OF CITY

A. City shall designate a Department Head or other person to act as City's representative with respect to this Agreement. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.

B. City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of

the Services.

C. The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to: 1. Review of all Contractor payment requests for approval or rejection. 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.

D. The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

XII. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section XIII.A. above.

D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

E. In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.

F. The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.

G. After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by Contractor; 5. The Contractor's failure or refusal to perform any other obligation under this Contract.

XIII. DISPUTE RESOLUTION

A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile City, Alabama, with the parties sharing equally in the cost of such mediation.

B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile City, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

D. Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.

E. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

F. Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

XIV. VENDOR WARRANTY

A. All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.

B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Contract, the Contractor shall pick up the product from the City at no expense to the City. The City reserves the right to reject any

or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Contractor shall refund to the City any money which has been paid for same.

C. Contractor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Contractor's standard product warranty is for a period of time longer than that stated above, this warranty shall be extended to that longer duration.

D. All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this agreement, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the agreement, health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards. Upon City providing notice to Contractor as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, Contractor agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

XV. SUSPENSION/STOP WORK ORDER

A. The City's Department Head may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The Department Head shall take one of the following actions: 1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section XIII A.

B. In the event the City determines to not direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XIV A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

XVI. NOTICES

A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is Lance Slater or the Director's designated representative.

B. Any notices of default or termination shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:
City of Mobile
c/o Lance Slater
As: City's Authorized Agent
P.O Box 1827
Mobile AL 36633

CONTRACTOR:
Wildlife Solutions, Inc.
c/o Jerry McCool
Contractor's Authorized Agent
P.O. Box 1735
Fairhope, AL 36533

C. Any change in the City's Department Head or the Contractor's Representative will be promptly communicated by the party making the change.

XVII. DEFAULT/ BREACH.

Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance, 10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by

disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

XVIII. EFFECT OF DEFAULT

A. Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

XIX. WITHHOLDING PAYMENT DUE

A. Default by Contractor shall excuse any obligation of City to pay compensation or sums otherwise due Contractor under the agreement. City may withhold any and all sums due if there has been a default or breach by Contractor of any provision of this agreement.

XX. CURE PLAN

A. If Contractor fails to comply with any material provision of this agreement, the City may issue a written notice requiring Contractor to submit a corrective action plan (CAP) within such time as City directs. If Contractor fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

XXI. ANTI-BOYCOTT

A. Contractor agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-15-5.

XXII. NON-DISCRIMINATION

A. 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.

XXIII. COMPLIANCE WITH IMMIGRATION LAW

A. 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. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the *E-Verify* program. 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.

XXIV. MISCELLANEOUS

A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

D. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

F. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

G. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

L. In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.

M. Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

N. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

O. Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

P. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

Q. Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this

Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

R. Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.

S. Non-Waiver of Rights. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.

T. Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

U. This Agreement is the final expression of the agreement between the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements. No representations, warranties, or stipulations, either oral or written, are not contained herein.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.

CITY OF MOBILE, A Municipal Corporation

BY: _____
William S. Stimpson, Mayor

Date: _____

ATTEST:

City Clerk

Date: _____

Contractor, Wildlife Solutions, Inc.



BY: [Signature]
Its Authorized Agent

Date: 3/28/25

Print Name: J.J. McCool

ACKNOWLEDGEMENT

The State of Alabama }

Baldwin County }

I, Magdalena C. Johannemann Notary Public, in and for said County in said State, hereby certify that J.J. McCool, whose name as Authorized Agent of WZLD VZFA, LLC, a 72015 ZMS is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 28 day of March, 2025

[Signature]
(Seal)

Notary Public



EXHIBIT A INSURANCE REQUIREMENTS

EXHIBIT B PROJECT SCOPE AND PROPOSAL

EXHIBIT C FEE SCHEDULE

EXHIBIT E-VERIFY DOCUMENTS

Exhibit A

Insurance – For the duration of this agreement, the Contractor shall maintain the following minimum amounts for this project:

A. Professional Liability Insurance:

1. Professional Liability Insurance including design with the limits not less than \$1,000,000 per claim.

B. Workers' Compensation/Employer's Liability:

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
2. Employer's Liability with limits of not less than: Bodily Injury by Accident \$1,000,000 each accident Bodily Injury by Disease \$1,000,000 policy limit Bodily Injury by Disease \$1,000,000 each employee
3. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

C. Comprehensive General Liability Insurance:

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.
2. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.
3. General Aggregate Limit shall apply on a "Per Project" Basis.

D. Automobile Liability Insurance:

1. Automobile Liability Insurance to cover any auto, including all owned, nonowner, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

E. Excess/Umbrella Liability Insurance:

1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
2. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

Additional Insured - All policies of insurance, except professional liability, workers compensation and employer's liability insurance, shall be endorsed to name City of Mobile as an Additional Insured.

Primary Insurance - All policies of insurance, except professional liability, workers compensation and employer's liability insurance, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

Certificates of Insurance - General-Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

The following language shall be required on the Certificate of Insurance:
City of Mobile is included as an Additional Insured in respect to all policies except Workers Compensation and Profession Liability, which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all parties. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).



Exhibit B

WILDLIFE SOLUTIONS, INC.

P.O. BOX 1735 FAIRHOPE, AL 36533-1735

Phone: 251-654-6778

www.wildlifesolutionsinc.com

Lance C. Slater, PMP
Director Office of Resilience and
Sustainability City of Mobile
lance.slater@cityofmobile.org

March 18, 2025

RE: Scope of Work and Fee for Services Proposal

PROJECT: Perform a silvicultural burn at the Perch Creek Tract and perform invasive species treatment at the Brookley Tract for the City of Mobile.

Wildlife Solutions, Inc. is pleased to submit a proposal to provide the following services:

SPECIFIC WORK TO BE PERFORMED: Provide all labor, equipment and materials required to treat with herbicide approximately 47.34 acres and perform a prescribed burn on approximately 94.93 acres.

Wildlife Solutions, Inc. will specifically provide the following:

1. Initial Herbicide Treatment of Invasive species at the Brookley Tract (approximately 47.34 acres) @ \$379.00 per acre = **\$17,941.86**

Any subsequent/ follow-up treatments will be treated at a cost of \$349.00 per acre

2. Perform a silvicultural burn at the Perch Creek Tract (approximately 94.93 acres) = **\$10,485.00**

Due to position of the tract in relation to hazards like the airport and private residences this burn will be complicated requiring careful planning, extra personnel and execution. This price is turnkey and includes fire lanes, permits, signage etc.

Total = \$28,426.86

This document serves as contractual agreement and confirmation of a commitment to price and understanding of the projects scope of work for which Wildlife Solutions, Inc. will be responsible. If you find the proposal acceptable please sign and return via email to admin@wildlifesolutionsinc.com.

Proposal Accepted by: Lance C. Slater, Director Office of Resilience and Sustainability _____ Date _____

EXHIBIT C: FEE SCHEDULE

Project: Conservation Easements, Invasive Species Management

Payment based off approved submittals

Task 1: Initial Herbicide Treatment of Invasive Species at the Brookley Trait

\$17,941.86

Task 2: Perform a silvicultural burn at the Perch Creek Tract

\$10,485.00

TOTAL:

\$28,426.86



CAPITAL CONTRACT SUMMARY SHEET



Professional Services Contract City of Mobile

Racket Stringing PRO

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into this 19th day of February 2025, by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City") and Jordan DeLass (sometimes hereinafter Contractor), the parties agree as follows:

WHEREAS, the parties wish to enter into a professional services contract for the purpose of professional tennis services to string rackets;

WHEREAS, the Contractor is engaged in the business of stringing rackets;

WHEREAS, City desires to engage this Contractor to provide said services upon the following terms and conditions;

NOW, THEREFORE, WITNESSETH:

City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant, and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

- A. Contractor agrees that it will provide the services as described below and in the attached Exhibit A, Statement of Work. To the extent that the terms of Exhibit A are inconsistent with those in this Agreement, the terms contained this Agreement shall control.
- B. The Director, Mobile Tennis Center, or his designated representative, shall provide specific tasking to the Contractor with respect to the series described in Exhibit A.

II. COMPENSATION

City hereby agrees to pay the Contractor for the work performed according to the fee schedule and payment terms attached in Exhibit A. The total amount of this contract shall not exceed \$80,000 per year.

III. TERM OF AGREEMENT

The term of this Agreement shall commence upon its execution by the City of Mobile and shall continue for thirty-six months unless terminated early.

IV. GENERAL PROVISIONS

A. **Records.** Contractor agrees to permit the City access to, and as requested copies of, all books and records received and developed in connection with the contract work.

B. **No City partnership.** Notwithstanding any of the provisions of this Agreement, it is agreed that City has no-financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint ventures, or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor shall Contractor at any time or times use the name or credit of City in purchasing or attempting to purchase any car, equipment, supplies, or other thing or things whatsoever.

C. **Agency.** 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.

D. **Assignment.** Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City, which such consent shall be granted or derived solely at City's discretion. All designs, logos, artwork, graphics, or creative content created for this contract are the property of the City and are subject to prior review and approval by the City before public dissemination or publication.

E. **Ordinance compliance.** Contractor hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.

F. **Non-discrimination.** 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.

G. **Early contract termination.** Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at its option, terminate and cancel this Agreement. Contractor further agrees that the City may terminate this Agreement without cause by providing written notice 30 days in advance of the date of termination.

H. **Breach.** In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

I. **Indemnity.** Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this contract or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

J. **Representatives and notices.** The City's representative for purposes of this Agreement is the Director, Mobile Tennis Center. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City at:

Director, Mobile Tennis Center
City of Mobile
851 Gaillard Drive
Mobile, Alabama 36608

Copy to: City Attorney
City of Mobile Legal Department
PO Box 1827
Mobile, Alabama 36633-1827

And to Contractor at:
Jordan DeLass
1639 Bridge Mill Drive SE Apt.H
Marietta, Ga. 30067

L. **Entire Agreement.** This Agreement embodies the entire agreement and understanding of the parties hereto in respect of the transactions contemplated by this Agreement and supersedes all prior agreements, contracts, representations, warranties, promises, covenants, arrangements, communications, and understandings, oral or written, express or implied, between or among the parties with respect to the subject matter hereof, including, without limitation, the Original Agreement, which Original Agreement shall be deemed null and void, and of no further force or effect whatsoever following the date hereof.

L. **Modifications.** Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

M. **Severability.** The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

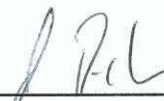
N. **Governing law.** This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

O. **Licenses and Permits.** Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorization, and assurances necessary in order to abide by the terms of this Agreement.

P. **Immigration law.** The contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. By signing this contract, the contracting parties affirm, for the duration of the understandings that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with 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 there from.

Q. **Anti-Boycott.** By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.



Jordan DeLass, Tennis Racket Professional

STATE OF ALABAMA
COUNTY OF MOBILE

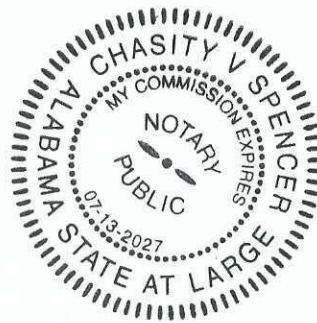
I, the undersigned authority, a Notary Public in and for said State and County, do hereby certify that Jordan DeLass, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 19th day of February, 2024

SEAL

Notary public


MY COMMISSION EXPIRES: 07-13-2027



CITY OF MOBILE, A Municipal Corporation

BY _____
Its Mayor

ATTEST:

BY _____
Its City Clerk

Exhibit A
Statement of Work

1. Contractor will possess and maintain proficiency in the stringing of tennis racquets, and apply the methods and practices recommended by the United States Racket Stringers Association stringers manual. Performance of work below this standard or failure to maintain the required proficiency will be cause for termination of the contract.
2. Contractor will perform all stringing work for City at the City's Tennis Center Pro Shop, using City provided equipment and supplies, unless otherwise specifically agreed to.
3. Contractor will maintain a professional appearance and demeanor at all times while engaged in performance of the contract. Contractor will reflect the Tennis Center's customer friendly, helpful, professional, and knowledgeable image.
4. Contractor will work on a schedule as mutually agreed upon with the City. City will task Contractor in an agreed-upon manner most efficient for the timely completion of work in compliance with customer expectations. Contractor is not guaranteed a minimum amount of work.
5. Contractor is expected to perform the services requested in a timely manner, with the objective that racquets received before 2:00 pm will be completed before the end of the shop's regular business hours that day.
6. Contractor will notify the City promptly of any Customer complaints regarding contract services provided.
7. City will pay Contractor \$15 per racket Contractor strings. Contractor will not solicit or otherwise encourage the payment of tips or other gratuities from customers.
8. Contractor will invoice City, and City will pay Contractor, weekly for the number of rackets strung the previous week

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement with Jordan DeLass to provide racquet stringer services for Parks and Recreation Department, compensation for work provided by the contractor will be as provided in the statement of work but in no event shall exceed \$70,000 per year as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the office of the City Clerk.

BE IT FURTHER RESOLVED that the City Council finds that this resolution is necessary to perform essential minimum functions of the Council.

Adopted:

City Clerk

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor 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 with Caleb Richardson to provide tennis lessons and clinics for Parks and Recreation Department, compensation for work provided by the contractor will be as provided in the statement of work but in no event shall exceed \$80,000 per year as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the office of the City Clerk.

BE IT FURTHER RESOLVED that the City Council finds that this resolution is necessary to perform essential minimum functions of the Council.

Adopted:

City Clerk



Professional Services Contract City of Mobile

Mobile Tennis Teaching PRO

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into this 18th day of February 2025, by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City") and Caleb Richardson (sometimes hereinafter Contractor)

WHEREAS, the Parties entered into that certain Professional Services Contract, dated as of April 19, 2022, for the purposes of professional tennis services (Original Agreement);

WHEREAS, the Parties desire to amend and restate the Original Agreement in its entirety; and

WHEREAS, Contractor is engaged in the business of teaching tennis lessons/clinics;

WHEREAS, City desires to engage this Contractor to provide said services upon the following terms and conditions;

NOW, THEREFORE, WITNESSETH:

City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant, and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

A. Contractor agrees that it will provide the services as described below and in the attached Exhibit A, Statement of Work. To the extent that the terms of Exhibit A are inconsistent with those in this Agreement, the terms contained this Agreement shall control.

B. The Director, Mobile Tennis Center, or his designated representative, shall provide specific tasking to the Contractor with respect to the series described in Exhibit A.

II. COMPENSATION

City hereby agrees to pay the Contractor for the work performed according to the fee schedule and payment terms attached in Exhibit A. The total amount of this contract should not exceed \$80,000 per year.

III. TERM OF AGREEMENT

The term of this Agreement shall commence upon its execution by the City of Mobile and shall continue for thirty-six months or three years.

IV. GENERAL PROVISIONS

A. Contractor agrees to permit the City access to, and as requested copies of, all books and records received and developed in connection with the contract work.

B. Notwithstanding any of the provisions of this Agreement, it is agreed that City has no financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint ventures, or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor shall Contractor at any time or times use the name or credit of City in purchasing or attempting to purchase any car, equipment, supplies, or other thing or things whatsoever.

C. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible, therefore.

D. Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City, which such consent shall be granted or derived solely at City's discretion. All designs, logos, artwork, graphics, or creative content created for this contract are the property of the City and are subject to prior review and approval by the City before public dissemination or publication.

E. Contractor hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.

F. Contractor 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.

G. Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at its option, terminate and cancel this Agreement. Contractor further agrees that the City may terminate this Agreement without cause by providing written notice 30 days in advance of the date of termination.

H. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

I. Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this contract or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

J. The City's representative for purposes of this Agreement is the Director, Mobile Tennis Center. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City at:

Director, Mobile Tennis Center
City of Mobile
851 Gaillard Drive
Mobile, Alabama 36608

Copy to: City Attorney
City of Mobile Legal Department
PO Box 1827
Mobile, Alabama 36633-1827

And to Contractor at:
Caleb Richardson
520 Oakmont Street
Saraland, Al. 36571

L. Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto in respect of the transactions contemplated by this Agreement and supersedes all prior agreements, contracts, representations, warranties, promises, covenants, arrangements, communications, and understandings, oral or written, express or implied, between or among the parties with respect to the subject matter hereof, including,

without limitation, the Original Agreement, which Original Agreement shall be deemed null and void, and of no further force or effect whatsoever following the date hereof.

L. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

M. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

N. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

O. Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorization, and assurances necessary in order to abide by the terms of this Agreement.

P. The contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491 , Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. By signing this contract, the contracting parties affirm, for the duration of the understandings that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with 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 there from.

Q. By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.

CITY OF MOBILE, A Municipal Corporation

BY _____
Its Mayor

ATTEST:

BY _____
Its City Clerk


Caleb Richardson, Tennis Professional

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned authority, a Notary Public in and for said State and County, do hereby certify that NAME, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 18 day of February, 2025

SEAL

Notary public

MY COMMISSION

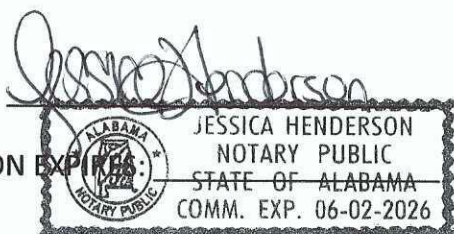


Exhibit A

Statement of Work

1. Contractor will possess and maintain a current SafePlay certification, USPTA or PTR certification, liability insurance with additional coverage to include City of Mobile, and CPR/AED certification. Performance of work below this standard or failure to maintain the required proficiency will be cause for termination of the contract.
2. Contractor will always maintain a professional appearance and demeanor while engaged in performance of the contract. Contractor will reflect the Tennis Center's customer friendly, helpful, professional, and knowledgeable image.
3. Contractor will uphold and enforce Mobile Tennis Center Policies and Procedures and strictly enforce and adhere to the Inclement Weather Policy.
4. Tennis Center will set and collect all Customer fees for lessons and court usage. Students will make all lesson payments with the Tennis Center. Tennis Center will coordinate with Contractor to assign Customers to Contractor based on Contractor availability. Contractor is not required to accept any specific Customers or conduct any specific classes. Once Contractor accepts a customer or class assignment, Contractor is required to keep the student and class commitment for the duration of the scheduled class duration unless otherwise agreed to by the Tennis Center Director. The Tennis Center will notify students of class assignments and meeting dates and times. Contractor is not guaranteed a minimum amount of work.
5. Contractor is required to teach a minimum of 4 hours of public clinics per week when scheduled through the Mobile Tennis Center if the hours are available.
6. Contractor may also independently schedule Contractor's own lessons, at Contractor's own schedule, directly with Customers. Contractor must notify Tennis Center, of any planned instruction times, locations, and student names, at least 24 hours in advance of any class. Contractors must direct Customers to make payment for classes directly with the Tennis Center. The City will take 15% of every fee paid by the public for private lessons and group lessons.
7. This contract can be terminated at any time if either party wishes to do so.
8. Contractor will notify the City promptly of any Customer complaints regarding contract services provided.
9. The City will provide balls, baskets, and other teaching aids to the contractor within reason.
10. City will pay Contractor per hour Contractor teaches according to the below pay rate schedule.
11. Contractor will invoice City, and City will pay Contractor, bi-weekly for the number of lessons taught the previous two weeks. Contractor must detail in Contractor's invoice the class dates, location, duration, and number of students for each class for which instructor is invoicing.

EXHIBIT A - Tennis Contractor Pay Rates

Private Instructor Lesson Rates at Mobile Tennis Center

HALF HOUR

Customer Pays \$30.00 (1-6 STUDENTS) 85% to Instructor = \$25.50

1 HOUR

Customer Pays \$60.00 (1-6 STUDENTS) 85% to Instructor = \$51.00

Customer Pays \$70.00 (7-8 STUDENTS) 85% to Instructor = \$59.50

Customer Pays \$80.00 (9-12 STUDENTS) 85% to Instructor = \$68.00

Public Clinic Instructor Pay Rates at Mobile Tennis Center

*HALF HOUR

\$30.00 (1-6 STUDENTS)

*1 HOURS

\$60.00 (1-6 STUDENTS)

\$70.00 (7-8 STUDENTS)

\$80.00 (9-12 STUDENTS) if only one Instructor

Private Group Clinic Instructor Pay Rate at Mobile Tennis Center

- City retains 15% of amount collected for Private Group Clinic Instruction
- Rates negotiated and agreed upon among Mobile Tennis Centers Administration, Instructor and Group Representative
- Rate cannot be lower than a Private Lesson Instructor Rate
- Private Clinic hours do not count as part of the Public Clinic Instruction requirement in the contract



CAPITAL CONTRACT SUMMARY SHEET

N/A



AGENDA ITEM SUMMARY SHEET

Agenda of: April 8, 2025

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

William Carroll, Councilmember

William Stimpson, Mayor

Purpose and Scope of Project:

Accept a Perpetual Non Exclusive Easement from the Mobile Area Water and Sewer Commissioners of the City of Mobile.

Amount of Contract:

0

Funding Source

N/A

ATTACHMENTS:

1. RESOLUTION 525 Bay Bridge
2. Easement Agreement

REVIEWERS:

Stacey Howard

Carleen Stout

Chris Kern

James Barber

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the Mayor and 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 Perpetual Non Exclusive Easement from the **MOBILE AREA WATER AND SEWER COMMISSIONERS** of the City of Mobile.

SAID DOCUMENT is by reference made a part of this resolution as fully as if set forth herein and copies will be on file in the office of the City Clerk and in the office of the Real Estate Department of the City of Mobile.

Adopted:

City Clerk

EASEMENT AGREEMENT

STATE OF ALABAMA)

COUNTY OF MOBILE)

THIS EASEMENT AGREEMENT is made and entered into as of the _____ day of _____ 2025, by and among the BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE, a public corporation of Alabama (the "Grantor)", and the CITY OF MOBILE, a Municipal Corporation organized and existing under the laws of the State of Alabama (the Grantee).

WITNESSETH:

WHEREAS, the Grantor is owner of certain property located in Mobile County, Alabama, which property is more particularly described on "Exhibit A" and as shown on "Exhibit B" attached hereto (hereinafter, the "Easement Area"); and

WHEREAS, the City of Mobile is seeking to enhance and beautify the property surrounding the Africatown Welcome Center; and

WHEREAS, The City of Mobile is seeking an easement and as described in "Exhibit A" (the "Easement Area"), as shown in "Exhibit B"; and

WHEREAS the Grantee has requested and the Grantor is agreeable to granting a perpetual non-exclusive easement over said property for the limited uses set forth herein;

NOW, THEREFORE, Grantor, for and in consideration of the premises and the sum of One Dollar (\$1.00) to it in hand paid, the receipt of which is hereby acknowledged, hereby conveys unto the said Grantee a non-exclusive easement over the Easement Area as approved by Grantor to the Easement Area. The grant herein shall be at all times subject and subordinate to the rights and needs of Grantor to operate and maintain the water and sewer system facilities.

GRANTOR AND GRANTEE agree as follows:

1. Grantee shall be responsible, at its expense, for constructing and maintaining improvements in the Easement Area. Grantee shall keep the Easement Area clear of trash, waste, litter and vandalism. Grantee shall monitor the Easement Area and take action necessary to prevent crimes and keep the public safe within the Easement Area. This is not an exclusive easement and Grantor shall always have the right to enter the Easement Area, but Grantor shall not have the obligation to conduct any of the foregoing activities all of which are the sole obligation of Grantee.

2. The parties agree that Grantor's business operations are paramount to the Grantee and the public's use of the Easement Area. Grantor reserves the right to continue to use the Easement Area for its business operations and reserves the right to modify the Easement Area as needed for the benefit of its business operations.

3. The parties contemplate the use of the Easement Area by the general public; however, Grantee shall not have the right to grant easements over the Easement Area to any third party without prior written consent of Grantor.

4. Grantee shall defend and hold harmless Grantor from and against all claims, demands, losses and/or damages arising out of, or relating to, the use of the Easement Area by Grantee, its agents and/or the general public.

5. Grantor makes no representations or warranties, expressed or implied, as to the status of title or the physical condition of the Easement Area, and expressly disclaims the foregoing. Grantee accepts the Easement Area AS IS.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement the day and year first above written.

[Signature Pages Follow]

GRANTEE:
CITY OF MOBILE, a Municipal Corporation

By _____
William S. Stimpson
Its Mayor

ATTEST:

By: _____
Lisa C. Lambert
City Clerk

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William S. Stimpson and Lisa C. Lambert whose names as Mayor and City Clerk, respectively, of the City of Mobile, a municipal corporation, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipal corporation, on the day the same bears date.

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

Notary Public, State of Alabama
My Commission Expires _____

Grantor:
Board of Water and
Sewer Commissioners of
The City of Mobile
Mobile, AL 36618

Grantee:
City of Mobile
P.O. Box 1827
Mobile, AL
36633

This instrument prepared by
City of Mobile
Real Estate Department
P.O. Box 1827
Mobile, AL 36633

**BOARD OF WATER AND SEWER
COMMISSIONERS OF THE CITY OF MOBILE,
a Public Corporation**

By _____

Its Director

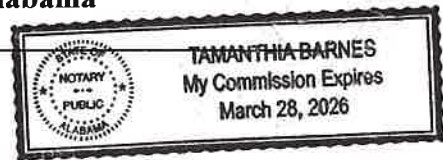
**STATE OF ALABAMA)
COUNTY OF MOBILE)**

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Bud McCrory whose name as Director of the Board of Water and Sewer Commissioners of the City of Mobile, a public corporation, is signed to the foregoing conveyance, and who is known to me, as acknowledged before me on this day that, being informed of the contents of the above and foregoing conveyance, that he, as such officer and with full authority, executed the same voluntarily for and as the act of said public corporation, on the day the same bears date.

Given under my hand and official seal this the 31st day of March, 2025.

Tamantia Barnes
Notary Public, State of Alabama

My Commission Expires:



“EXHIBIT A”

VACANT LAND, Bay Bridge Road (formerly 525 Bay Bridge Road, Mobile, AL 36610)

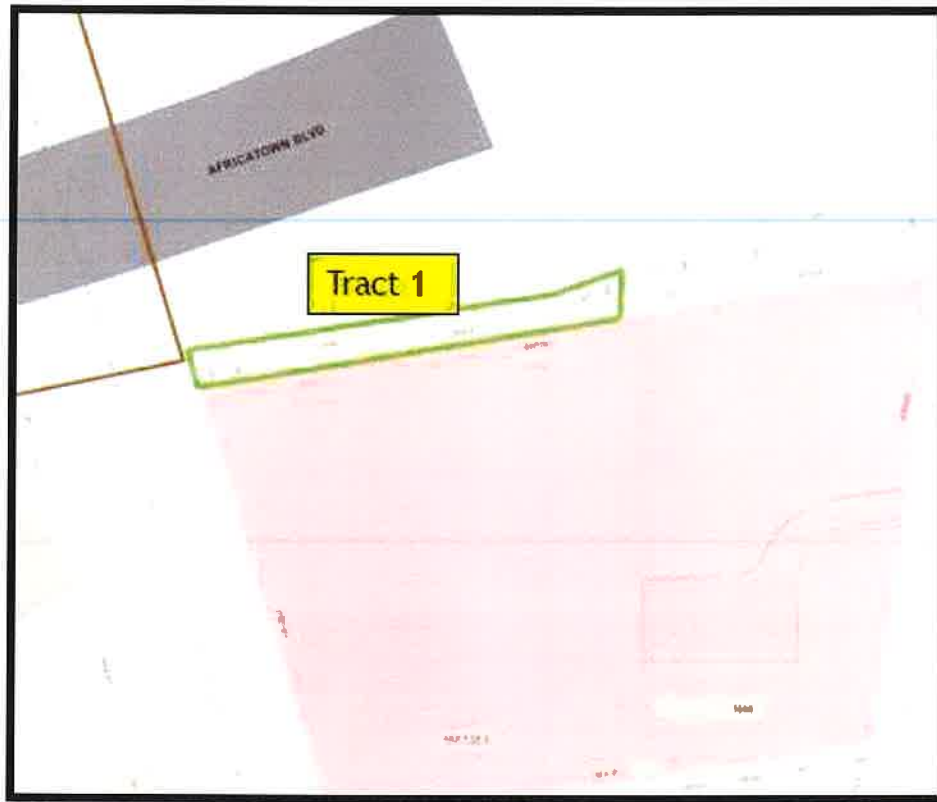
KEY NO. – 625924

PARCEL NO. – 29 02 44 0 003 085

LEGAL DESCRIPTION PER MOBILE COUNTY REVENUE COMMISSION:

BEG IN S/L LOT 1 GTG&R DIV OF ST LOUIS TRT MINUTE BK 6 P 140 & E/L SOUTHERN RR TH
NLY 190 FT TH ELY ALG BAY BRIDGE RD 208 FT (S) TH NLY 10 FT (S) TH ELY 135 FT (S) TH
SLY 250.2 FT TH WLY 283.2 FT TO POB BEING PT LOT 1 SD SUB LESS R/W BAY BRIDGE RD
#SEC 44 T4S R1W #MP29 02 44 0 003

"EXHIBIT B"



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 ON PROPOSED CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY TO OPERATE
A LIMOUSINE SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Juanita Mullis to operate a limousine service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on April 8, 2025, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.



Lisa C. Lambert
City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Juanita Mullis for a Certificate of Public Convenience and Necessity to operate a limousine service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

City Clerk



APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Juanita Mullis individually or on behalf of Top Cat Limousine, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Top Cat Limousine / Juanita Mullis

Business Address: 1

Telephc

name Top Cat Limo

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate

SSN:

Residence Address:

Address

City

State

Zip code

Telephone Number

Driver's License #:

Residing in Mobile County: Years: 8

Months: 10

U.S. Citizenship: Yes ☒ No ☐

I attest, under penalty of perjury that I am:

☒ A citizen or national of the United States

☐ A lawful permanent resident

(Alien # A _____)

_____ an alien authorized to work until ____/____/____

(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____

Partnership _____ L.L.C. ☒ Other: (please specify) _____

Business Address: 1

(If different from address provided in Part I)



C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name Title Address Amount of Stock Held (if any)

Juanita Mullis owner

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name Date Amount Location Disposition

None

Part III. Vehicle/Carriage Information:

Class of service to be furnished: (Check only one)

Taxicab ☐

Sedan ☐

Shuttle ☐

Horse Drawn Carriage ☐

Other ☒

Limousine

Location of terminal/depot or stand & stables: by appointment

What will be your days and hours of operation? 8-5 or

How many vehicles (carriages) do you intend to operate? 1 to 5

(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: Cadillac

Year: 2018

Model: Escalade ESV

Make:

Year:

Model:

Make:

Year:

Model:

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:

Metallie Grey/Black - Top Cat Limo



I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;
2. All of the foregoing statements are true and correct to the best of my knowledge;
3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
4. I have read and understand Chapter 59 of the Mobile City Code;
5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.


Applicant's Signature

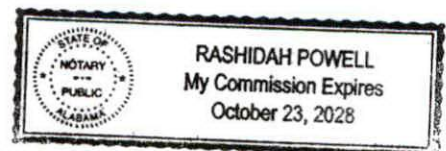
NAME OF ENTITY:

Top Cat Limousine

By: _____
Its _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS
18 DAY OF March, 2025


Notary Public





(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Juanita Mullis

Nickname(s) or Maiden Name: Nita Mullis

Current Address: _____

Previous Address: W. _____

Personal Description:

Height: 5'8"

Weight: 175

Hair Color: Blonde/White

Eye Color: Hazel

Social Security Num

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

J Mullis
Signature

3/18/2025
Date signed



(Applicant Present this form to the Police Records Division, 2460 Government Boulevard)

**BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Juanita Mullis

Date of Birth 3 Security #: _____

Present Address _____

Home Phone Number: 251 Work Phone Number: _____

Attach a copy of your current driver's license to this sheet

Present Employer and Address: Self - same as above

Present Position/Title: owner

Judicial History:

List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION
<u>n/a</u>	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

n/a

Give nature of all transactions or acts giving rise to these judgements.

n/a

Give name and location of court in which judgements were entered and date entered.

n/a

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

Signature Juanita Mullis

Date Signed 3/18/2025

**U.S. Department of Justice**

Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

JUANITA ANNE MULLIS

Date: 04-16-2024

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation (FBI) has completed the following fingerprint submission:

Subject Name

JUANITA ANNE MULLIS

Search Completed Result

04-16-2024 E2024107000000167937

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED NO PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Social Security number:

The result of the above response is only effective for the date the submission was originally completed. For more updated information, please submit new fingerprints of the Subject.

In order to protect Personally Identifiable Information, as of August 17, 2009, FBI policy has changed to no longer return the fingerprint cards. This form will serve as the FBI's official response.

This Identity History Summary (IdHS) is provided pursuant to 28 CFR 16.30-16.34 solely for you to conduct a personal review and/or obtain a change, correction, or updating of your record. **This IdHS is not provided for the purpose of licensing or employment or any other purpose enumerated in 28 CFR 20.33.**

Any questions may be addressed to the Customer Service Group at 304-625-5590. You may also visit the website at www.fbi.gov/checks for further instructions.

A handwritten signature in black ink, reading "Chris Ormerod", is positioned above the typed name and title.

Chris Ormerod
Section Chief
Biometric Services Section
Criminal Justice Information
Services Division

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 ON PROPOSED CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY TO OPERATE
A SEDAN SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Shenika Matthews Hobdy to operate a sedan service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on April 8, 2025, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.



Lisa C. Lambert
City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Shenika Matthews Hobdy for a Certificate of Public Convenience and Necessity to operate a sedan service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

City Clerk



APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Shenika Matthews Huber individually or on behalf of SSA Transportation LLC, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Shenika Matthews-Huber

Business Address: _____

Telephone: 2

Name SSA Transportation LLC

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: _____ SSN: _____

Residence Address: _____

X
Address _____ City _____ State _____ Zip code _____

Telephone Number _____ Driver's Lic _____

Residing in Mobile County: Years: 4 Months: _____

U.S. Citizenship: Yes ☒ No ☐

I attest, under penalty of perjury that I am:

☒ A citizen or national of the United States

☐ A lawful permanent resident

(Alien # A _____)

_____ an alien authorized to work until ____/____/____

(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____
Partnership _____ L.L.C. ☒ Other: (please specify) _____

Business Address _____

(If different from address provided in Part I)



(Applicant Present this form to the Police Records Division, 2460 Government Boulevard)

**BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Shenita C Matthews - Hobby

Date of Birth: _____ Security #: _____

Present Address: 1

Home Phone Number: 251 Work Phone Number: _____

Attach a copy of your current driver's license to this sheet

Present Employer and Address: _____

Present Position/Title: _____

Judicial History:

List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION
_____	<u>n/a</u>	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

n/a

Give nature of all transactions or acts giving rise to these judgements.

n/a

Give name and location of court in which judgements were entered and date entered.

n/a

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

Signature: Shenita C Matthews - Hobby

Date Signed: 3-10-25



C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name	Title	Address	Amount of Stock Held (if any)
------	-------	---------	-------------------------------

None

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition
------	------	--------	----------	-------------

None

Part III. Vehicle/Carriage Information:

Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☒ Shuttle ☐ Horse Drawn Carriage ☐ Other ☐

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? _____

Monday – Friday

How many vehicles (carriages) do you intend to operate? _____

3

(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: *Chery*
Make: *BMW*
Make: *CANDORVEN*

Year: *2015*
Year: *2018*
Year: *2020*

Model: *Manibu*
Model: *X2*
Model: *Discovery*

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:

None



(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Sherika Matthews White

Nickname(s) or Maiden Name: Sherika Matthews

Current Address: _____

Previous Address: same

Personal Description:

Height: 5'2"

Weight: 214

Hair Color: Black

Eye Color: brown

Social Security Number: _____

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

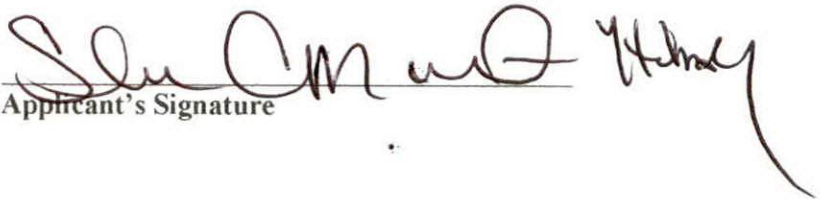
Sherika Matthews White
Signature

03-10-2025
Date signed



I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;
2. All of the foregoing statements are true and correct to the best of my knowledge;
3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
4. I have read and understand Chapter 59 of the Mobile City Code;
5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.


Applicant's Signature

NAME OF ENTITY:

SJA Transportation, LLC

By: Shenika C. Matthews Hobdy
Its _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS
10 DAY OF March, 2025


Notary Public

MY COMMISSION EXPIRES SEPTEMBER 21 2026



Personal Data Report

General Descriptors

Name: MATTHEWS HOBDY SHENIKA CHANTRELL

Address:

Nick Name:

Phone:

Race: B - BLACK/AFRICAN
AMERICAN

DOB:

Sex: F

Age: 39

Weight: 208

Eyes: BROWN

Height: 5'02"

Facial:

Hair: BLACK

Ethnic: NON HISPANIC/NON LATINO

Email1:

Email2:

Alt.

Address:

Danger
Desc:

NOT VALID WITHOUT
EMBOSSED SEAL
OF THE MOBILE
POLICE DEPARTMENT

Identifying Numbers

DL State

DL #:

DL Type: CDL A

SSI

MID:

FP:

DOC:

FBI:

JRN:

SID:

A search of the files in
the Records Unit of the
Mobile Police Department
on this subject indicates:
NO RECORD

CHECKED BY:

DATE:

03-07-2025

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 to Consider the Proposed Rezoning
of Property Located at 2415 Saint Stephens Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **April 8, 2025**, a public hearing will be held on the **13th** day of **May**, 2025, at 10:30 a.m., to consider adoption of an ordinance for consider the proposed rezoning of property located at 2415 Saint Stephens Road from R-1, Single-Family Residential Urban District, to B-2, Neighborhood Business Urban 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.

Sponsored by: Councilmember Cory Penn

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 A POINT ON THE NORTH LINE OF LOT 8 IN BLOCK 1 OF JONES SUBDIVISION ACCORDING TO MAP THEREOF RECORDED IN DEED BOOK 156 N.S., PAGE 362, PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, WHICH POINT IS 2 FEET EASTWARDLY FROM THE NORTHWEST CORNER OF SAID LOT 8 AND IS ON THE SOUTH LINE OF ST. STEPHENS ROAD AND RUNNING THENCE SOUTHWARDLY AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT 8 ALONG A FENCE 129.5 FEET TO A POINT; THENCE EASTWARDLY WITH A DEFLECTION ANGLE TO THE RIGHT OF 90 DEGREES 40 MINUTES, 11 FEET TO A POINT; THENCE SOUTHWARDLY WITH A DEFLECTION ANGLE TO THE RIGHT OF 80 DEGREES 80 FEET TO A POINT; THENCE EASTWARDLY WITH A DEFLECTION ANGLE TO THE LEFT 74 DEGREES 38 MINUTES AND ALONG ANOTHER FENCE 32 FEET TO A POINT ON THE SOUTHWARD PROLONGATION OF THE EAST LINE OF SAID LOT 8 IN BLOCK 1, THENCE NORTHWARDLY ALONG SAID SOUTHWARD PROLONGATION 51.5 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF LOT 8, BLOCK 1, AND CONTINUING NORTHWARDLY ALONG THE EAST LINE OF LOT 8 BLOCK 1, 159.8 FEET TO THE NORTHEAST CORNER OF LOT 8, BLOCK 1, 58 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED.

The classification of said property is hereby changed from R-1, Single-Family Residential Urban District, to B-2, Neighborhood Business Urban District, and it shall hereafter be lawful to construct

on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a B-2, Neighborhood Business Urban District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-2, Neighborhood Business Urban District, until all of the conditions set forth below have been complied with: 1. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 2. Full compliance with all other 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 13th day of May, 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 16th day of April, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 2415 Saint Stephens Road.

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

Sponsored by: Councilmember Cory Penn

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 A POINT ON THE NORTH LINE OF LOT 8 IN BLOCK 1 OF JONES SUBDIVISION ACCORDING TO MAP THEREOF RECORDED IN DEED BOOK 156 N.S., PAGE 362, PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, WHICH POINT IS 2 FEET EASTWARDLY FROM THE NORTHWEST CORNER OF SAID LOT 8 AND IS ON THE SOUTH LINE OF ST. STEPHENS ROAD AND RUNNING THENCE SOUTHWARDLY AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT 8 ALONG A FENCE 129.5 FEET TO A POINT; THENCE EASTWARDLY WITH A DEFLECTION ANGLE TO THE RIGHT OF 90 DEGREES 40 MINUTES, 11 FEET TO A POINT; THENCE SOUTHWARDLY WITH A DEFLECTION ANGLE TO THE RIGHT OF 80 DEGREES 80 FEET TO A POINT; THENCE EASTWARDLY WITH A DEFLECTION ANGLE TO THE LEFT 74 DEGREES 38 MINUTES AND ALONG ANOTHER FENCE 32 FEET TO A POINT ON THE SOUTHWARD PROLONGATION OF THE EAST LINE OF SAID LOT 8 IN BLOCK 1, THENCE NORTHWARDLY ALONG SAID SOUTHWARD PROLONGATION 51.5 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF LOT 8, BLOCK 1, AND CONTINUING NORTHWARDLY ALONG THE EAST LINE OF LOT 8 BLOCK 1, 159.8 FEET TO THE NORTHEAST CORNER OF LOT 8, BLOCK 1, 58 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED.

The classification of said property is hereby changed from **R-1, Single-Family Residential Urban District**, to **B-2, Neighborhood Business Urban District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **B-2, Neighborhood Business Urban District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the

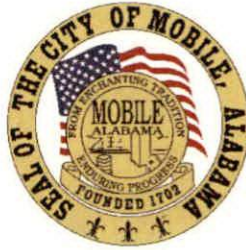
requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-2, Neighborhood Business Urban District**, until all of the conditions set forth below have been complied with: **1. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 2. Full compliance with all other 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

**Angie Agee
2415 Saint Stephens Road
Council District 1
Cory Penn**



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

March 31, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on March 20, 2025, considered the request of **Angie Agee** for a change in zoning from **R-1, Single-Family Residential Urban District**, to **B-2, Neighborhood Business Urban District**, for the property located at **2415 Saint Stephens Road**.

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

Copies of the application and report are attached.

Sincerely,

Stephen Guthrie
Deputy Director, Planning & Zoning Department

dla
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

March 21, 2025

Angela Agee
3057 Heather Street
Mobile, Alabama 36607

Re: 2415 Saint Stephens Road
ZON-UDC-003183-2024
Angie Agee
District 1
Rezoning from Single-Family Residential Urban District (R-1) to Neighborhood Business Urban District (B-2).

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

At its meeting on March 20, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined that the following criteria prevail to support Rezoning of the property to **B-2, Neighborhood Business Urban District**:

- A) 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.
- B) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
- C) Capacity. The infrastructure is in place to accommodate the proposed amendment; Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.

As such, the Planning Commission voted to recommend approval of Rezoning the property to **B-2, Neighborhood Business Urban District**, subject to the following conditions:

- 1. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and,
- 2. Full compliance with all other municipal codes and ordinances.

ZON-UDC-003183-2024 2415 Saint Stephens Road
March 21, 2025

The advertising fee for this application is based on the current legal description is **\$356.06**. 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

Angie Agee
2415 Saint Stephens Road
Mobile, AL 36617

Remarks for staff comments:

Engineering:

The right of way will not be disturbed, and everything will remain the same (the physical condition of the land).

Traffic:

The parking for the site is spacious enough for five vehicles in the front and the driveway to the back of the site is for handicap and teacher parking, there is no need for a two-way traffic. The traffic will not be on site all at one time.

Urban Forestry:

Not planning on removing any trees, trees are a very good source of shade.

Fire Department:

The Mobile Fire and Rescue Department in Toulminville is two minutes away from the site,

Planning:

The surveyor James Rodquirez is a professional surveyor and there will be a total of five teachers, the total square footage of the building is 2044, the curve cut is located in the front of the site, the entire front from property line to property line. The parking is more than enough to allow parking in the front of the site and the back of the site. I am not planning on planting any trees on the site. The site has a privacy fence around the back and sides of the property, and on the front left there are hedges with concrete poles that travels to the back to the privacy fence and on the right side there are hedges planted already.

I will do what is needed to obtain the rezoning.

Thanks

Angie Agee
(252) 382-3330
angieagee@yahoo.com



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:	Angela Agee	N/A
Firm:	N/A	N/A
Phone:	(251) 382-3330	N/A
Email:	angelaagee@yahoo.com	N/A
Address:	3057 Heather St. Mobile, AL	N/A

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

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

Revised February 2023

	Owner	Design Professional
Name:	Angela Agee	
Firm:	N/A	
Phone:	(251) 382-3330	
Email:	angleagee@yahoo.com	
Address:	2415 Saint Stephens Rd., Mobile, AL 36617	

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

2415 Saint Stephens Rd., Mobile, AL 36617	2124 square ft.
Property Address	Property Area (acres or square feet)
290244001548	
Parcel Number(s) or Key Number(s)	
Residential (R-1)	Commercial (B-2)
Present Zoning or Transect District	Proposed Zoning or Transect District (If applicable)

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

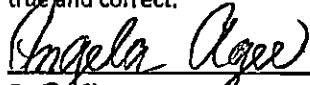
This requirement applies to any of the following applications:

- 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

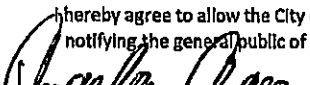
4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information 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.

	<u>2/17/2025</u>
Owner Signature	Date
	<u>2/17/2025</u>
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.

	<u>2/17/2025</u>
Applicant or Agent Signature	Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633
 For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895
 Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor, South Tower
 Monday, Tuesday, Thursday, Friday: 8 am - 3 pm; Wednesday: 8 am - 1 pm

Revised February 2023



City of Mobile • Planning & Zoning
Neighborhood Meeting Cover Sheet

Please complete this cover sheet to submit with all required meeting documentation

Date of Submittal: 2/17/2025

The following documentation has been collected, signed, and submitted with this cover sheet to the City of Mobile Planning and Zoning Department for the proposed application(s) (i.e. Rezoning, Planned Development, Conditional Use Permit):

Rezoning

Neighborhood Meeting Date: 2/13/2025

Neighborhood Meeting Time: 6:00 pm

Neighborhood Meeting Location: 2451 St. Stephens Rd.

The following documents are enclosed (place a checkmark where applicable):

- ☐ Dated photograph(s) of the posted sign(s)
- ☐ The verified address list of surrounding property owners to whom notification was provided
- ☐ A copy of the notice advertising the Neighborhood Meeting
- ☐ A sign-in sheet documenting meeting attendance
- ☐ A written summary or minutes of the meeting
- ☐ Copies of any site plans, building elevations or other documents provided or referenced at the meeting
- ☒ Additional documents (Describe: FLUM, Zoning District Maps
Pictures of the property)

Applicant's Name: Angela Agee
(First Name & Last Name)

Applicant's signature attesting to the accuracy of the documentation provided:

x Angela Agee Date: 2/17/2025

All required meeting documentation must be submitted to the Planning and Zoning Department not less than 15 days before the applicable Planning Commission meeting date. Failure to do so will require the associated application(s) to be heldover to a later meeting date.

Page 1 of 1

Notice of Neighborhood Meeting February 4, 2025

Dear Property Owner:

This letter is to inform you that a Neighborhood Meeting has been scheduled to discuss the following application that **Angela Agee** will be submitting to the Mobile City Planning Commission:

- (1) Zoning change to rezone the property at 2415 Saint Stephens Road from Single-Family Residential Suburban District (R-1) to Neighborhood Business (B-2).

The Neighborhood Meeting will be held at the following time, date, and location:

Date: February 13, 2025

Time: 6:00 pm

**Location: Amity Missionary Baptist Church
2451 Saint Stephens Road
Mobile, AL 36617**

You are receiving this notice because your property is located within 300 feet of **2415 Saint Stephens Road, Mobile, AL. 36617** in compliance with the notification requirements of Article 5 of the Neighborhood Meeting to learn more about the above-reference application, ask questions, and present your views.

Sincerely,

Angela Agee
2415 Saint Stephens Rd.
Mobile, AL 36617
angieagee@yahoo.com

Neighborhood Meeting

Date: 2/13/2025

Time: 6:00 pm

Location of Neighborhood Meeting: _____

2451 St. Stephens Rd.

Project Location: 2415 St. Stephens Rd.

Project/Application (e.g. Rezoning from R-1 to B-1): _____

Rezoning from R-1 to B-2

Applicant's Signature Attesting to the Accuracy of This Sheet:

x Angela Ager Date: 2/13/2025

Please Sign In:

Name: Scuntonia Stokes Email: punk12@gmail.com

Address: 2461 Hawkes St. Phone: (346) 397-3802

Name: Calondria McMillian Email: shantellster1978@gmail.com

Address: 2553 Farnell Dr. Phone: (251) 298-4691

Name: Darrian Jackson Email: DeJackson1@gmail.com

Address: 2000 Morgan Hwy Dr. Phone: (251) 402-0130

Name: Knock-ester Email: jokkie55@gmail.com

Address: 6330 Woodside Dr. N Phone: (251) 405-1314

Neighborhood Meeting Sign-In Sheet

Date: 2/13/25
 Applicant: Angela Agee

Meeting Location: 2451 St. Stephens Rd
 Application(s): Angela Agee (Reserving)

Name: Tammy Roberts Email: T.Tammy@gmail.com
 Address: 2800 Morgan Fair Dr. Phone: 251 330-9949

Name: Erica Lester Email: EricaLester@gmail.com
 Address: 1710 Myers Rd. 3/4 mile Phone: 251 313-9455

Name: Xavier McMillian Email: thatboyx@gmail.com
 Address: 2553 Farnell Dr. Phone: 251 376-8196

Name: Tasmine Roberts Email: Tasmine0412@gmail.com
 Address: 1010 Baltimore St Phone: 251 366-0016

Name: Nicole Caulton Email: nicolecaulton@yahoo.com
 Address: 1405 Andrick Rd. Phone: 251 366-1825

Name: Kia Garrett Email: Kiagarrett@gmail.com
 Address: 321 Oak Drive Phone: 251 643-8591

Name: Patty Garrett Email: _____
 Address: 321 Oak Drive Phone: 251 455-9331

Name: Tanglier Wallace Email: _____
 Address: 321 Oak Drive Phone: 251-721-6851

Neighborhood Meeting Sign-In Sheet

Date: 2/13/25
 Applicant: Angela Agee

Meeting Location: 2451 St. Stephens Rd.
 Application(s): Rezoning

Name: La Angela Agee Email: Langelagee95@yahoo.com
 Address: 3055 Heather St Phone: 251 382-4796

Name: Arteria Currelley Email: jamesterria@yahoo.com
 Address: 2208 Warner St. Phone: (251) 716-2153

Name: Kirsty Gray Email: Kristobrown227@gmail.com
 Address: 2671 Cheshire Dr. Phone: 251 625-9455

Name: Joshua Sowels Email: joshuasowels@gmail.com
 Address: 959 S. Scott St Phone: 251 735-7455

Name: LaTarja Stephens Email: latonjebrown40@gmail.com
 Address: 4114 Yorkshire Ln Phone: 251 366-5824

Name: Brendelyn Caulton Email: BreCaulton@yahoo.com
 Address: 1021 Shady Brook Phone: 251 366-2185

Name: Kiona Campbell Email: Kiona.Campbell@gmail.com
 Address: 32 Brucewood Dr S Phone: 251-259-2006

Name: Moeshia Moore Email: moeshiamoore16@gmail.com
 Address: 6128 Sperry Rd Phone: 251-767-2874

Neighborhood Meeting Sign-In Sheet

Date: 2/13/25
Applicant: Angela Agee

Meeting Location: 2451 St. Stephens Rd.
Application(s): Rezoning

Name: Nancy Williams Bennett Email: _____
Address: 952 West 1st Phone: 251-462-6385

Name: Kalyn Lee Email: _____
Address: 2414 Saint Stephens Rd. Phone: (251) 209-6810

Name: C. A. S. Email: Calvinquiner668@gmail.com
Address: 2419 Saint Stephens Rd. Phone: 251-391-8967

Name: Elizabeth Franklin Email: Franklinelizabeth138@gmail.com
Address: 2419 Saint Stephens Rd. Phone: 251-447-5520

Name: Courtney Thornton Email: thornton.courtney@icloud.com
Address: 1360 City rd. Phone: 251-615-7551

Name: Kelijane Allen Email: TTY3059@gmail.com
Address: 2404 Saint Stephens Rd. Phone: 251-392-2720

Name: Mike Sanders Email: MSanders1990@gmail.com
Address: 6419 St. Stern Rd. Phone: 251-421-9241

Name: _____ Email: _____
Address: _____ Phone: _____

Neighborhood Meeting Sign-In Sheet

Date: 2/13/25
Applicant: Angela Agee

Meeting Location: 2451 St. Stephens Rd.
Application(s): Reznoring

Name: Tangie Watson Email: _____
Address: 1440 Congress St. Mobile Phone: (251) 470-1288

Name: Zelanda Dawkins Email: 1xclawkins@aol.com
Address: 2417 St. Stephens Phone: (251) 489-5939

Name: Dennis Speed Email: _____
Address: 309 New Jersey Phone: (251) 721-7416

Name: Shantae Fountain Email: _____
Address: 2417 St. Stephens Rd. Phone: (251) 261-4348

Name: Enid Young Email: _____
Address: Jones Ave. Phone: (251) 241-1806

Name: Prince Shamp Email: _____
Address: 2419 St. Stephens Rd Phone: (251) 525-2009

Name: Tyneisha Dawkins Email: _____
Address: 1105 Adams St. Phone: (251) 391-1161

Name: _____ Email: _____
Address: _____ Phone: _____

Neighborhood Meeting Sign-In Sheet

Date: 2/13/25
Applicant: Angela Ayee

Meeting Location: 2451 St. Stephens Rd.
Application(s): Rezoning

Name: Carletta Hackworth Email: carlettahackworth@yahoo.com
Address: 760 Pine Run Rd. Phone: 470-844-7175

Name: Amanda Gardner Email: Gardamanda@gmail.com
Address: 3063rd Ave. Phone: 251-366-5775

Name: Metissa Leach Email: metissa.lewis@gmail.com
Address: 4260 Airport Blvd Apt 19 Phone: 251-980-2204

Name: Chetrea Lewis Email: _____
Address: 2713 Elsmore St Phone: 251-525-2166

Name: Servante Lewis Email: Pinelcas18@icloud
Address: 2713 Elsmore St Phone: 251-328-8411

Name: _____ Email: _____
Address: _____ Phone: _____

Name: _____ Email: _____
Address: _____ Phone: _____

Name: _____ Email: _____
Address: _____ Phone: _____

NEIGHBORHOOD MEETING DOCUMENTATION

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

This section applies to any of the following applications:

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

Please verify the following documentation is provided:

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

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?
2/13/2025 ; 2457 St. Stephens Rd.
2. What information was presented at the meeting?
Letter about the meeting, zoning district map, Flum map
The purpose of the meeting, site plan, Mobile County
Revenue Commission property line map, list of property
owners in the area, pictures of the property
3. What concerns were raised during the meeting?
Will the daycare provide care for children with special
need?
Will you do pick-up and drop-off to and from school?
What schools will you pick-up from?
4. Were any modifications made or considered in response to the concerns raised at the meeting?
Yes, the property is handicap accessible, all children
will be included in all activities.
Pick-up and drop-off will be made available with a fee.
Schools in the surrounding area along with the ones already
on my route.

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Monday, Tuesday, Thursday, Friday: 8 am - 3 pm; Wednesday: 8 am - 11 pm

Revised February 2023

Neighborhood Meeting Summary

Meeting Date: 2/13/2025

Meeting Time: 6:00pm

Meeting Location: 2451 St. Stephens Rd.
Amity Missionary Baptist Church

Below is a summary of the proposed project presented at the Neighborhood Meeting:

The meeting opened with a thank you for coming out once again 2/13/25. Mrs. Angela stated the purpose for the meeting was to have property at 2451 St. Stephens Rd. rezoned for a daycare, a quality daycare in the neighborhood, the benefits to supply working parents in this area and surrounding to have a quality, nurturing and safe place where children can learn on their own level.

The following information was distributed (e.g. site plan, building elevation drawings, traffic study, etc.):

Flyers
Photos of the property
Site plan
Property line map, FEMA map
Letter stating

Please attach copies of the distributed information to this summary.

Below is a summary of what occurred at the meeting (please provide the names of anyone who spoke, summarize any questions and responses, summarize any pertinent information discussed or any important activities that occurred):

There was refreshments: Public sub sandwiches, chips, sodas. and Mrs. Angel made valentine candy bags to give everyone. Everyone was onboard and is excited for a new business to come to this area (Daycare). Mr. Campbell asked a question about special need children in daycare, Mrs. Angel replied that all children will have a place at the daycare.

Neighborhood Meeting Summary

Date: 2/13/2025
Applicant: Angela Agee

Meeting Location: 2451 St. Stephens Rd
Application: Rezoning

(Meeting summary, continued)

Mrs. Campbell had her two children they received
a valentine gift.

If meeting minutes were recorded, please provide a copy of the written minutes with this summary.

The Neighborhood Meeting ended at the following time: 7:30pm

Applicant's signature attesting to the accuracy of this summary:

x Angela Agee

Date: 2/13/2025

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

- | | |
|--|--|
| ☒ Planning Commission Application

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

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the [Comprehensive Plan, Map for Mobile](#).
 It will improve the community by having a quality childcare program and grow revenue in the city.

	Commerical
Future Land Use Map (FLUM) Designation	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.
 It will by maintaining a clean and safe physical environment by inspecting inside and outside area of the property. Establishing a clear emergency evacuation plan, by following the guidelines for the city. To provide a quality childcare program in the community
 By having an afterschool program that will support social, emotional, cognitive and academic development, serving healthy meals, provide a safe place to learn and play

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
 By bringing in a new business to the community, this would allow the working families with children to remain in the community.
 They are expanding the street in front of the building and redoing the sidewalks.

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

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|--|--|

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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.

New seafood restaurant opening soon, Rodger's Barbeque, Payless Glass repair, elementary, middle and high school. Grocery stores, gas stations, Dollar General Store, Homes and Apartments, Churches.

2. Describe the surrounding land uses.

Neighborhoods, schools, stores, gas stations, Businesses and Churches

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.

It will not be an impact on the neighbors.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.

The property has five large room, two full bathrooms all the rooms are fully lighted with widows

The property is handicap accessible, enough space for age-appropriate classrooms, large yard for two playgrounds that is fenced-in, Large kitchen with ventilation

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.

provide a safe space for children to learn and to socialize with others, enable parents to work and contribute to the economy

offer support network among families, promote early childhood development and create a more cohesive

community by exposing children to diverse backgrounds and experiences.

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

Encourage revitalization of businesses: Sage Health, Computer World, Beauty Supply, Payless Glass, Fire Station and Family Dollar

Metro PCS, LeFlore High school football stadium and the transit system.

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Revised February 2023

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

- | | |
|--|--|
| ☒ Planning Commission Application

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

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

The proposal will improve the community by having a quality childcare program and grow revenue in the city.

Future Land Use Map (FLUM) Designation

Commerical (B-2)

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.

It will by maintaining a clean, secured and a safe environment. Establishing a clear emergency plan, by following the guidelines for the city. To provide a quality childcare program and after school program in the community that will support social, emotional, cognitive and physical development of each child, serving healthy meals and providing a safe place to learn and play.

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

By bringing a childcare program to the community allows for working families with children in the community to remain in the community for their childcare needs. The businesses in the area will have their child/children close to their place of employment, the street in front of the building is being expanded and the sidewalks are being redone, the beautification of the property and the security cameras around the property add safety to the surrounding area.

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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.

New seafood Restaurant opening soon, businesses that exist already Payless glass repair, Rodger's barbeque Big Head Potato, Piggly Wiggly grocery store, Dollar General, Apartments homes, houses, schools: high school, middle school, elementary school, parks, churches, fire stations, McDonalds, the city is redoling the sidewalks and putting new roads in the area.

2. Describe the surrounding land uses.

Apartments, houses, businesses, retail stores, schools, churches, restaurants, gas stations, police precinct, sage health, park.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.

There will not be an adverse impact on the neighbors.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.

The property has five large rooms enough space for age-appropriate classrooms, two full bathrooms that is handicap accessible, an office, a large kitchen, a large pantry, a large utility room, and the property is handicap accessible. The property has a large yard for two playgrounds that is fenced-in, enough parking for ten families.

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.

By allowing parents from all backgrounds to work and support their families to help the economy grow, by supporting a child's healthy early learning development and by creating a more cohesive community by exposing children to diverse backgrounds and experiences.

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

Encourage revitalization of businesses: Sage Health, Computer World, Beauty Supply Payless glass, Fire Station, Dollar General, Family Dollar, Metro PCS, LeFlore High School football stadium and the transit system.

Eddie O'Neal
2405 Saint Stephens Rd.
Mobile, AL 36617

Willie Moore
5733 Deerwood Dr., South
Mobile, AL 36618

Arthur Smoots
2457 Osage St.
Mobile, AL 36617

Katherine Reed
2014 Banberry Dr.
Hoover, AL 35244

Hampton
557 Gwin St.
Mobile, AL 36610

Novella Horton
2455 Osage St.
Mobile, AL 36617

O. Simpson
2377 Chapel Hill Dr.
Mobile, AL 36695

Ann Bogan
2102 N. Downing St.
Mobile, AL 36617

Genie Stephens
2453 Osage St.
Mobile, AL 36617

Bay Point
411 Hackensack Av. St. 200
Hackensack, NJ 7601

Maggie Coleman
2402 Saint Stephens Rd,
Mobile, AL 36617

Ida Mitchell
2368 Saint Stephens Rd,
Mobile, AL 36617

Yvette Dawkins
2417 Saint Stephens Rd,
Mobile, AL 36617

Eddie Tucker
2410 Saint Stephens Rd,
Mobile, AL 36617

Cynthia Carter
29510 Acorn Knoll Dr.
Daphne, AL 36526

A. Williams
5909 Central St.
Kansas City, MO 64113

Vernon Young
2409 Oakleigh Dr.
Mobile, AL 36617

Mary Taylor
556 Gwin St.
Mobile, AL 36617

Bann Group
6709 Raymond Rd.
Madison, WI 53719

Gregory Robinson
2412 Saint Stephens Rd.
Mobile, AL 36617

Tommie Matthews
2415 Osage St.
Mobile, AL 36617

James Morrisette
316 N. Wasson Av.
Mobile, AL 36612

Alvin Hardin
2418 Saint Stephens Rd.
Mobile, AL 36617

Phylliss Burage
2403 Saint Stephens Rd.
Mobile, AL 36617

Stanley Arnold
1620 Abbeywood Dr.
Mobile, AL 36695

E3 & D Investment
1030 Saint Moritz Dr., West
Mobile, AL 36608

Mary Fox
1808 Jones Av.
Mobile, AL 36617

Reese Rogers
9654 Taylor Pointe CT.
Mobile, AL 36618

Herbert Wilson
1672 Johnston St.
Mobile, AL 36605

Shannon Nobles
5532 Lakewood Cir.
Saraland, AL 36571

Venita Young
1812 Jones St.
Mobile, AL 36617

Edward Mitchell
1850 Jones St.
Mobile, AL 36617

Talmdage Dowdlan
1856 Jones St.
Mobile, AL 36617

Marion Forrest
5916 Woodbine Av.
Philadelphia PA 19131

Joe Hill
856 Koolman St.
Mobile, AL 36617

Thompson
PO Box 480024
Linden, AL 36748

Stanley Scott
1821 Brownlee St.
Mobile, AL 36617

Desmond Simpson
1819 Brownlee St.
Mobile, AL 36617

Benjamin Torrance
1819 Brownlee St.
Mobile, AL 36617

Angela Agee
2415 Saint Stephens Rd.
Mobile, AL 36617



Agenda Item # 10
ZON-UDC-003183-2024

View additional details on this proposal and all application materials using the following link:
[**Applicant Materials for Consideration**](#)

DETAILS

Location:
2415 Saint Stephens Road

Applicant / Agent:
Angie Agee

Property Owner:
Angie Agee

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

Proposed Zoning:
B-2, Neighborhood Business Urban District

Future Land Use:
Mixed Density Residential

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Proposal:

- Rezoning from R-1 to B-2
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. Rezoning with two (2) conditions.

Report Contents:	Page
Context Map	2
Site History	3
Staff Comments	3
Commission Considerations	5
Exhibits	6

PLANNING COMMISSION **VICINITY MAP - EXISTING AERIAL**



The site is surrounded by residential units. An auto repair shop lies north of the site.

APPLICATION NUMBER	10	DATE	March 20, 2025
APPLICANT	Angie Agee		
REQUEST	Rezoning from R-1 to B-2		
 NTS			

SITE HISTORY

The subject site was annexed into the City in 1945.

In July 1971 a Use Variance for an illegally converted office building was denied by the Board of Zoning Adjustment.

There have been no Planning Commission cases associated with the site.

STAFF COMMENTS

Engineering Comments:

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

Traffic Engineering Comments:

Traffic Engineering has concerns regarding the traffic flow and parking on the site. There doesn't appear to be any room on the property for vehicles to queue and the driveway to the back of the property doesn't meet the width requirements for two-way traffic. Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

Urban Forestry Comments:

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

Fire Department Comments:

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

Planning Comments:

The applicant is requesting to rezone the subject site from R-1, Single-Family Residential Urban District, to B-2, Neighborhood Business Urban District. A detailed description of the proposed request is available via the link on Page 1 of this report.

The site abuts properties to the East and West that are currently zoned R-1 and used as single-family dwellings. Adjacent to the South is R-1 zoning used as Multi-Family Residential, R-3, by variance. To the North, across St. Stephens Road, is B-3, Community Business Urban District zoning, used as auto repair.

The applicant proposes to operate a child daycare center on the subject site and states that the proposed use will: provide a safe space for children to learn and socialize with others; enable parents to work and contribute to the economy; offer support network among families; promote early childhood development; and create a more cohesive community by exposing children to diverse backgrounds and experiences.

The site plan provided with the rezoning application is lacking much of the information required for an accurate site plan review and is not based upon a survey by a registered professional surveyor or civil engineer. Furthermore, no legal description is provided, and the property boundaries do not appear compatible with those on the GIS database.

No information was provided concerning the proposed number of teaching stations or classrooms, or the total square footage of the building. No parking plan is provided. The site does not appear to have sufficient area between the building and the West side property line for a compliant one-way driveway to the rear, and much less for a compliant two-way driveway. No curb cut is indicated on the site plan. There is not sufficient area in the front of the building to provide compliant access and parking. No residential buffering, landscaping, or tree planting plans are provided. In short, the site does not appear to be a viable candidate for the proposed rezoning.

REZONING CONSIDERATIONS

Standards of Review:

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

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

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

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

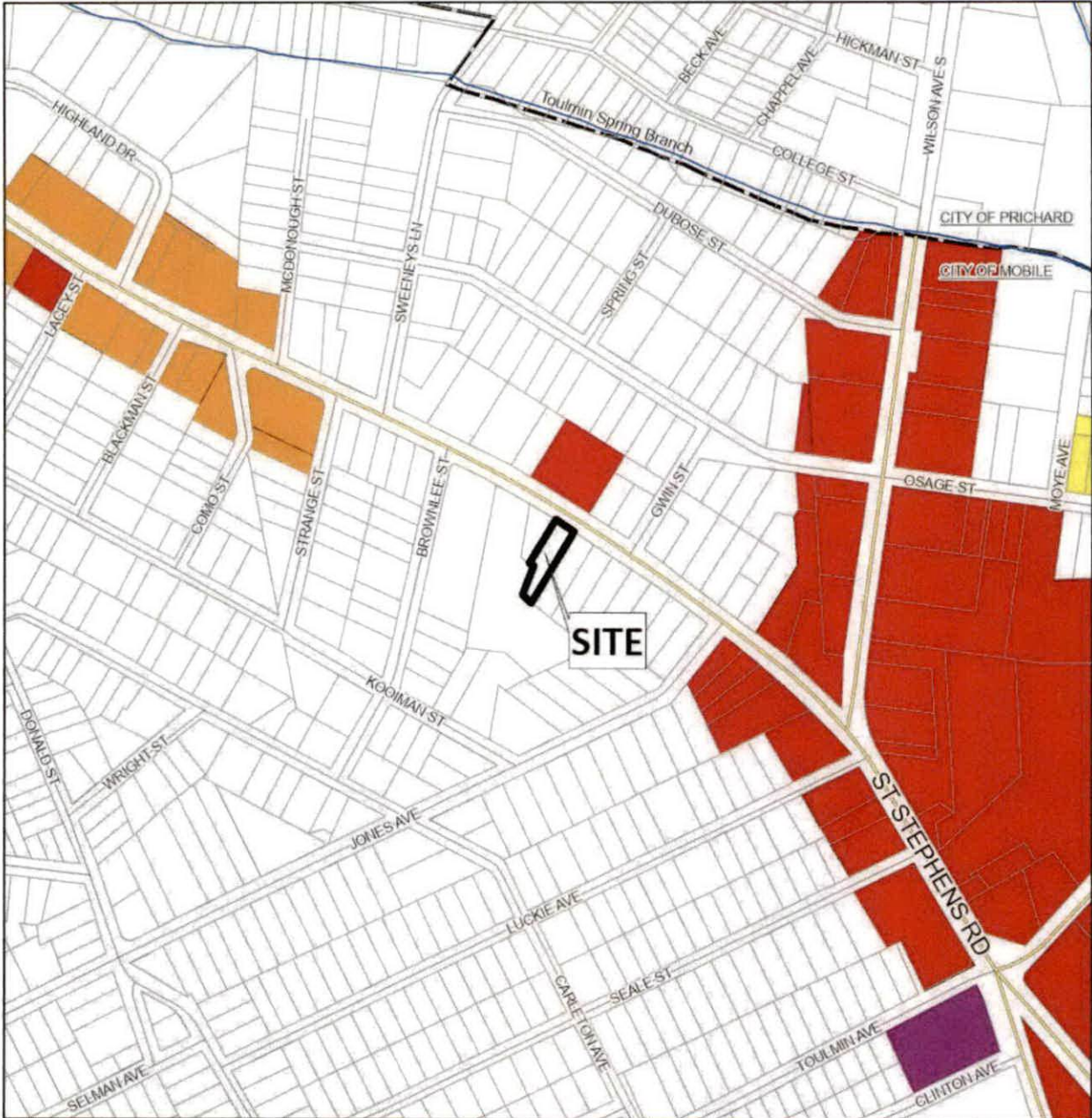
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the request to the City Council to Rezone the site to B-2, the following conditions could apply:

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

LOCATOR ZONING MAP



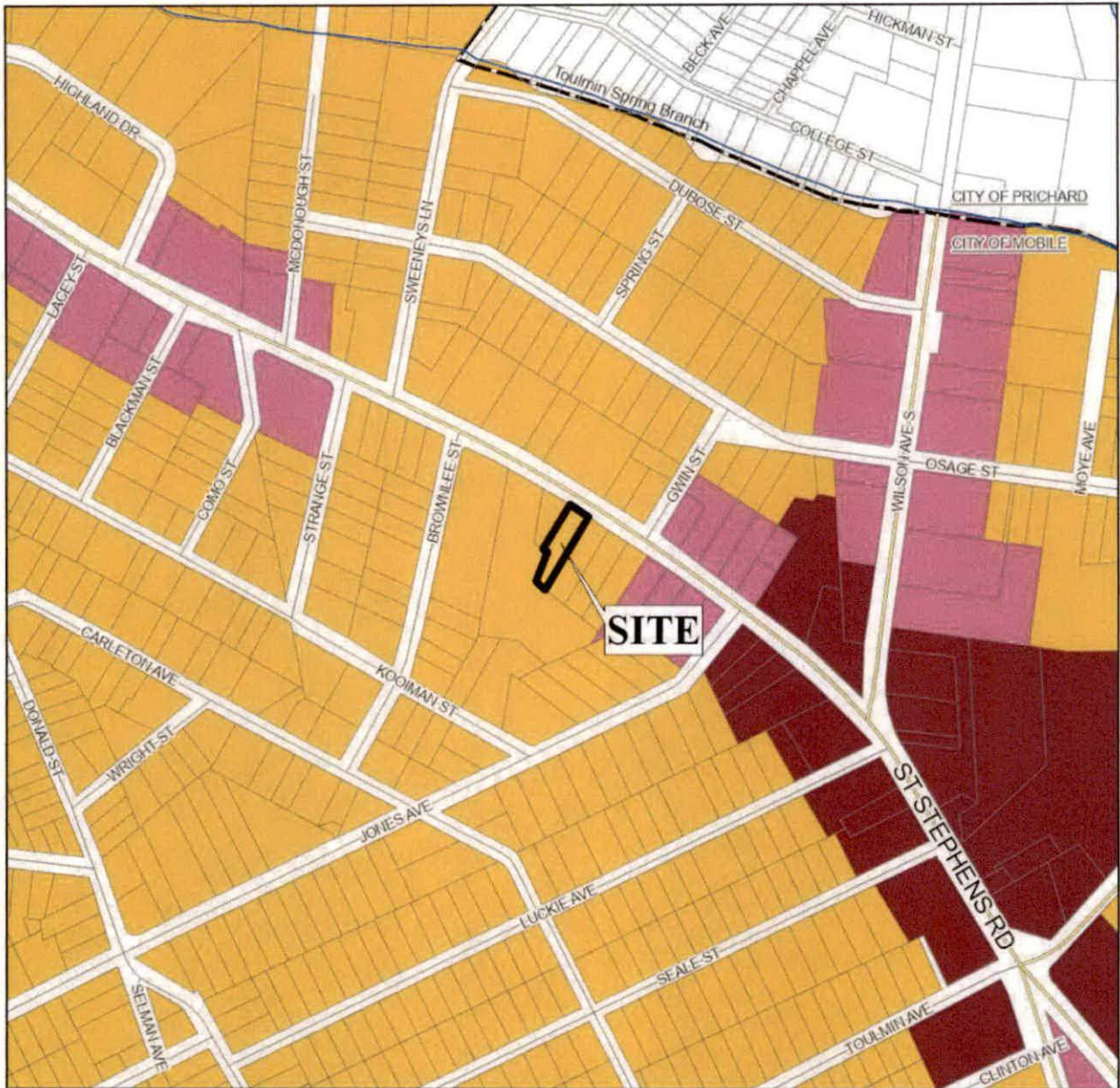
APPLICATION NUMBER 10 DATE March 20, 2025

APPLICANT Angie Agee

REQUEST Rezoning from R-1 to B-2



FLUM LOCATOR MAP



APPLICATION NUMBER 10 DATE March 20, 2025

APPLICANT Angie Agee

REQUEST Rezoning from R-1 to B-2

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



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units. An auto repair shop lies north of the site.

APPLICATION NUMBER 10 DATE March 20, 2025

APPLICANT Angie Agee

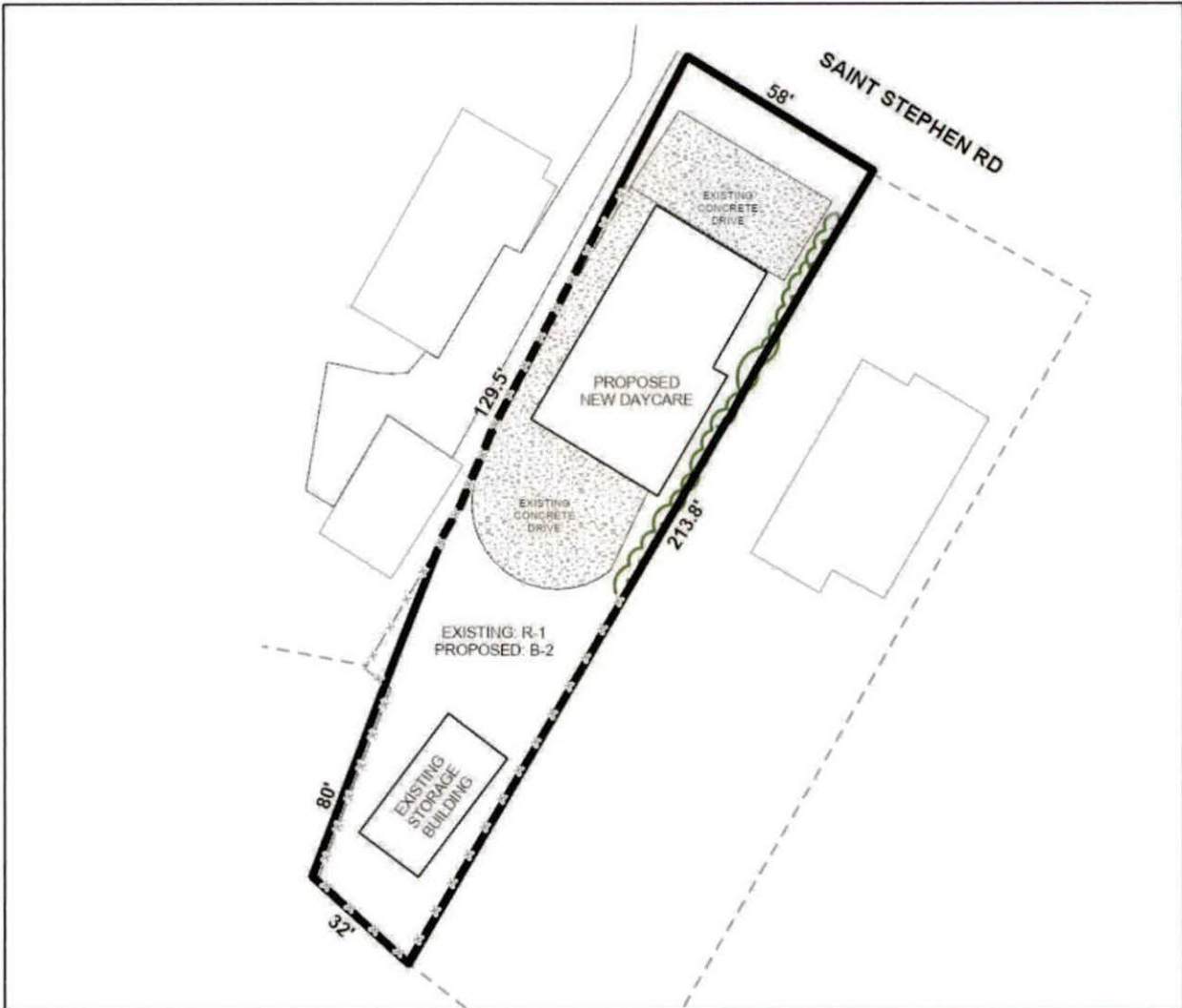
REQUEST Rezoning from R-1 to B-2

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	



NTS

SITE PLAN



The site plan illustrates the existing structure, proposed building, existing concrete drive, and proposed zoning change.

APPLICATION NUMBER	10	DATE	March 20, 2025
APPLICANT	Angie Agee		
REQUEST	Rezoning from R-1 to B-2		



		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 (WDWRLU)
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	TC-D					☒	☒						☐		
NEIGH. CENTER	TC-D					☒	☒						☐		
NEIGH. GENERAL	TC-D					☒							☐		
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										☒		☐		☐

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

MIXED DENSITY RESIDENTIAL (MxDR)

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

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

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