AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, December 19, 2023, 10:30 AM

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

   December 12, 2023

7. **COMMUNICATIONS FROM THE MAYOR**
8. **ADOPTION OF THE AGENDA**
9. **APPEALS**

   Request of Daniel Leonard for a waiver of the Noise Ordinance at 52 Westwood Street on December 23, 2023, from 5:00 p.m. - 9:00 p.m. (District 1).

   Request of O'Daly's Irish Pub for a waiver of the Noise Ordinance at 564 Dauphin Street on December 31, 2023, from 9:00 p.m. - 12:00 a.m. (District 2).

10. **PUBLIC HEARINGS**

    Public hearing to rezone property located at 4305 and 4315 Halls Mill Road from B-3 and I-1 to I-1 (District 4).

    Public hearing to rezone property located at 4354 and 4364 Halls Mill Road from R-1 and B-3 to I-1 (District 4).

11. **PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL**

Jennifer Theeck, Interim Director, History Museum of Mobile, provide updates related to the museum.

William Boswell - Speak in opposition of the construction of a gas station at 900 Government Street.

James Jackson - Comments about racial profiling, mass incarceration of non-violent black people, and police brutality.

John Young - Encourage citizens and government officials to take time before speaking to maintain order and unity.

James Williams - Comments about police and community actions, to promote harmony and faith between citizens and law enforcement.

Nija Hill - Provide information about "Mothers Involved Against Gun Violence."

David Whitlock - Express concerns about the homeless issue in Tillmans Corner and how it effects businesses and citizens.

Sabrina Mass - Concerns about the disbursement of City funds and funding non-profits.

12. ORDINANCES HELD OVER

14-052 Ordinance to amend Chapter 14, "Contracts" of the Mobile City Code (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

30-053 Ordinance to Amend Chapter 34, "Schedule of Licenses and Provisions in Chapter 30, Related to the Sale of Alcoholic Beverages", of the Mobile City Code (sponsored by Mayor Stimpson) (submitted by Donna Bryars, Accounting Dept.).

64-060 Consider a proposed modification of a previously approved Planned Unit Development for property located at 161 Dogwood Lane (sponsored by Councilmember Gregory).

64-061 Consider a proposed modification of a previously approved Planning Approval for property located at 161 Dogwood Lane (sponsored by Councilmember Gregory).

13. CONSENT RESOLUTIONS HELD OVER

40-1143 Declare the structure at 1021 Summerville Street a public nuisance and order it demolished/secured/repaired (sponsored by Councilmember Penn).

40-1144 Declare the structure at 508 Maple Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-1146 Declare the structure at 617 Euclid Avenue a public nuisance and order

it demolished/secured/repaired (sponsored by Councilmember Daves).

14. RESOLUTIONS HELD OVER

14-1102 Approve an application seeking permission to incorporate a Capital Improvement Cooperative District and authorizing such incorporation (sponsored by Councilmember Carroll) (submitted by Michael Linder, Council Attorney).

01-1336 Authorize Public Works Cooperative Agreement with the Board of Water and Sewer Commissioners for construction of the St. Louis Street project; $4,200,000 (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt.).

01-1337 Authorize Project Development Agreement between the City, Mobile County, The Industrial Park Board of Mobile County, and Scannell Properties, LLC; NTE $2,000,000.00 (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

08-1339 Approve purchase order to Graybar Electric Co., Inc. for roadway luminaries for Traffic Engineering; $76,389.75 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1340 Approve purchase orders to Graybar & Southern Lighting & Traffic Systems for decorative iron street light poles and luminaire fixtures for St. Louis Street; $646,608.76 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1341 Approve purchase order to Kaseware for annual renewal of investigation management software for MPD; $36,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-1342 Allocate funds from Unassigned Fund Balance in the General Fund to Capital Project Animal Shelter Facility; $1,750,000.00 (sponsored by Mayor Stimpson) (submitted by Relya McMillian, Capital Projects).

21-1343 Authorize contract with Touchdown Cleaning Services, Inc. for janitorial services at the Cruise Terminal; $41,784.00 per year for 3 years (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-1344 Authorize contract with J. Hunt Enterprise General Contractors, LLC for site work phase for the new Animal Services Facility; $1,744,642 (sponsored by Councilmember Daves and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-1345 Authorize contract with Pot-O-Gold Rentals, LLC for portable toilets for Mardi Gras 2024; $69,026.00 (sponsored by Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

23-1346 Accept the deed from the Board of School Commissioners of Mobile County for 1600 Boykin Blvd. (sponsored by Councilmember Small and Mayor Stimpson) (submitted by Carleen Stout-Clark, REAM Dept.).

23-1347 Accept Quitclaim Deed from the State of Alabama for the Civic Center project (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept., and Carleen Stout-Clark; REAM Dept.).

25-1348 Accept Permanent Drainage Easement and Temporary Construction Easement, one Temporary Construction Easement, and one Right-of-Entry Permit needed for the Highway 45 Streetscape Improvements project (sponsored by Councilmember Penn and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept. and Carleen Stout-Clark, REAM Dept.).

60-1349 Authorize Settlement Agreement and Release of Claims; Jackson (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

15. ORDINANCES BEING INTRODUCED

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

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

16. CONSENT RESOLUTIONS BEING INTRODUCED

37-1352 Recommend approval to the ABC Board for issuance of a Lounge Retail Class I Liquor License to Just 4 Us Lounge; 2301 Dauphin Island Pkwy. (sponsored by Councilmember Small).

37-1353 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) Liquor License to Stadium Foodmart; 1301 Virginia St. (sponsored by Councilmember Small).

37-1354 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) Liquor License to Cottage Hill Food Mart; 7102 Cottage Hill Rd. (sponsored by Councilmember Woods).

37-1355 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License to De Maiz Taco Cantina; 9124 Cottage Hill Rd. (sponsored by Councilmember Woods).

58-1356 Declare weeds noxious, Group 1651.

60-1357 Approve award of special bonus to the Firefighter of the Month; Smith (sponsored by Mayor Stimpson) (submitted by Chief Johnny Morris, Jr., MFRD).

60-1358 Approve award of special bonus to the Officer of the Month; Johnson (sponsored by Mayor Stimpson) (submitted by Chief Paul Prine, MPD).

60-1359 Determine an appropriation to CC's Classic Catering, LLC serves a public purpose and approve payment (sponsored by Councilmember Small) (submitted by Donna Bryars, Accounting Dept.).

60-1360 Determine an appropriation to Hillsdale Athletic Booster Club, Inc. serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

17. RESOLUTIONS BEING INTRODUCED

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

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

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

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

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

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

08-1367 Approve purchase order to Toomey's Mardi Gras Candy Co., Inc.; $18,639.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

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

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

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

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

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

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

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

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

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

18. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/14/2023 - 4:33 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Penn

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	12/14/2023 - 10:09 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	12/14/2023 - 10:11 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/14/2023 - 8:48 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/14/2023 - 8:50 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/5/2023 - 11:42 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Leverette, Tiereney	Approved	12/14/2023 - 10:15 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Leverette, Tiereney	Approved	12/14/2023 - 10:16 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Leverette, Tiereney	Approved	12/14/2023 - 10:19 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	12/14/2023 - 10:21 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	12/14/2023 - 10:22 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Leverette, Tiereney	Approved	12/14/2023 - 10:24 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Leverette, Tiereney	Approved	12/14/2023 - 12:34 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Submitted by:

Ricardo Woods

Sponsored by:

Mayor Stimpson

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Ordinance Amendment Chapter 14	Ordinance	11/2/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Kern, Chris	Approved	11/2/2023 - 12:35 PM
Mayors Office	Montgomery, Brandi	Approved	11/2/2023 - 2:38 PM
Legal	Kern, Chris	Approved	11/2/2023 - 12:35 PM

14- 2021

AN ORDINANCE TO AMEND CHAPTER 14 OF ORDINANCES FOR THE CITY OF MOBILE, ALABAMA ENTITLED "CONTRACTS"

Sponsored by: Mayor Stimpson

BE IT ORDAINED by the City Council of the City of Mobile, Alabama as follows:

Section One. Chapter 14 of the Code of Ordinances for the City of Mobile, Alabama, 1991 is hereby amended and restated to read as follows:

"Sec. 14-1 Definitions

Definitions.

(i) As used in this chapter, the term “contract” means a written agreement for the purchase of goods or services; for the performance of a public work; for the acquisition or disposition of real property of or by the City; or for funding an organization to serve a public purpose. The term does not include: (1) purchases of goods and services exempt from the Competitive Bid Law and conducted pursuant to the City Purchasing Manual of budgeted items, materials, or services for the ordinary needs of the City; (2) purchases bid and awarded by the City purchasing agent or the designated administrative officer pursuant to the competitive bid law where the expenditure has been previously authorized by the Council or the funds for the expenditure have been appropriated by the Council, either specifically or in the annual budget of the City; (3) purchases of, or in connection with utilities, including but not limited to electricity, gas, and telecommunications; (4) purchases of ordinary items of necessity, including but not limited to fuel, medical supplies, uniforms, computers, software license, copiers, equipment repairs, business equipment, insurance, dues, subscriptions and travel expenses; (5) purchases made under annual bids awarded or approved by the Council; (6) deeds, contracts or bonds required in judicial proceedings, as set forth in *Alabama Code* § 11-43-83.

(ii) The term “contract” is defined as payments made in order to adjust or compromise any litigation, claim, dispute or demand, against the City. Settlements of claims for workers’ compensation, employment claims, tax refunds or tax collections, flooding, drainage, zoning violations, and property rights or property damage, in any amount, do not require Council approval. Settlements of claims for personal injury, Section 1983 violations, or other matters where the amount to be paid to or by the City is less than $50,000, do not require Council approval.

(iii) The term “contract” does not include the appointment of non-merit employees appointed by the Mayor under § 11-44C-40; the appointment or retention of legal counsel by the Mayor under § 11-44C-38(b); the appointment of employees whose

positions are funded by grants, or are otherwise temporary; or the appointment of employees working in positions not described in the Mobile County Merit System.

(iv) Upon its adoption, the term "City Purchasing Manual" shall mean the purchasing procedures manual filed with the City Clerk and approved by the City Council pursuant to *Alabama Code* Section 11-44C-69, as hereafter amended by subsequent resolution or ordinance of the City Council. Prior to the adoption of said Manual, the term shall mean the City's purchasing procedures, available on the City website.

(v) "Public Works": The construction, installation, repair, renovation, or maintenance of public buildings, structures, sewers, waterworks, roads, curbs, gutters, side walls, bridges, docks, underpasses, and viaducts as well as any other improvement to be constructed, installed, repaired, renovated, or maintained on public property and to be paid, in whole or in part, with public funds or with financing to be retired with public funds in the form of lease payments or otherwise, see Ala. Code Section 39-2-1(6), see Alabama Code Section 39-2-1(6).

Sec. 14-2 Contract Procedures

(a) *Execution.* All contracts shall be in writing, serve a public purpose, and be executed in the name of the City by the officers authorized by law.

(b) *Bid Awards and Other Purchases.*

(i) Bids for goods and services, as defined in the Competitive Bid Law, § 41-16-50, *et seq.*, where the amount of the award is greater than $30,000, and the award is a contract under Section 14-1(i), shall either be awarded by Resolution or awarded when the Council approves a budget amendment or a contact for the goods or services bid. Bids for public works will be approved at the time that the Council approves the contract for the public work.

(c) The City may send and accept electronic signatures on its contracts, agreements, and documents and rely on electronic records and signatures to the fullest extent authorized by the Uniform Electronic Transactions Act., *Ala. Code* Title 8, Chapter 1A.

(d) *Organizations Serving a Public Purpose.* All commitments to fund organizations, regardless of funding source, shall require a performance contract and resolution of the Council finding a public purpose for the expenditure.

Sec. 14-3 Change Orders

The Mayor is authorized to approve change orders to City construction contracts subject to at least one (1) of the following criteria. All change orders shall be filed in the Clerk's office.

1) Minor changes for a total monetary value less than required for competitive bidding under the state competitive bid laws.

2) Changes for matters relatively minor and incidental to the original contract necessitated by unforeseeable circumstances arising during the course of the work.

3) Emergencies arising during the course of the work on the contract.

4) Changes or alternates provided for in the original bidding where there is no difference in price on the change order from the original best bid on the alternate.

5) Changes of relatively minor items not contemplated when the plans and specifications were prepared and the project was bid which are in the public interest and which do not exceed ten (10) percent of the contract price. This shall mean that the total of all change orders on each contract shall not exceed ten (10) percent of the contract price for each project.

Sec. 14-4 Leases and Licenses of Personal Property

If a lease, license or lease-purchase or similar contact for an item of personal property or service requires funding which will overlap into the subsequent budget year, council approval will be required.

Sec. 14-5 Contracts Requiring Budget Amendments.

All contracts requiring a budget amendment for funding must come before the council in order to appropriate funds.

Sec. 14-6 Contract Implementing Major Programs

Contracts which implement major programs for the City should come before the council. This includes but is not limited to contracts which exceed one-hundred thousand Dollars ($100,000.00) for construction, consultants, training, professional services, lease purchases, privatized services, licenses and other contracts for services.

Sec. 14-7 Contracts for Routine Purchases and Emergency Procurements

(a) For the purposes of this chapter, contracts shall be deemed for routine purchases if the total amount of the contract is less than thirty thousand dollars ($30,000.00).

(b) Emergency procurements:

(i) When an emergency affecting public health, safety or convenience necessitates the purchase of goods or services before the City Council can meet to declare an emergency, the director of finance may make or authorize others to make emergency procurements of commodities or services, when there exists an emergency affecting public health, safety or convenience; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contactor as approved by the director of finance shall be included in the bid or contract file. As soon as practical, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount of the contract, and a listing of the items procured under the

contract. Such emergency actions and the reason shall be acknowledged by resolution of the City Council as soon as possible.

Sec. 14-8. Nondiscrimination provisions to be included in municipal contracts**.**

All municipal contracting agencies shall include in every municipal contract hereafter entered into the following provisions:

"During the performance of this contract the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin or disability. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin or disability. 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 agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, national origin or disability.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or worker's representative of the contractor's commitments under this section, and shall post copies of such notice in conspicuous places available to employees and applicants for employment.

4. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further municipal contracts.

5. The contractor will include the provisions of this section in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that such provisions will be binding upon each subcontractor or vendor.

6. Each contractor will agree to the above in writing, including the contractor's commitment to follow the Americans with Disabilities Act of 1990.

(Ord. No. 14-034-2018 , § 1, 12-18-18)

Sec. 14-9. Participation by socially and economically disadvantaged contractors**.**

(a) As used in this section "socially and economically disadvantaged" shall mean an entity or individual certified as socially and economically disadvantaged in accordance with:

(1) The findings of a current City of Mobile disparity study; or

(2) Certain federal criteria, including, without limitation thereto, any of the following:

a. 13 CFR part 124;
b. 49 CFR part 26; and
c. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u).

The phrase "current disparity study" excludes any disparity study performed prior to July 1, 2020.

(b) All contracts or agreements entered into by the city or any entity thereof for any service of any kind, whether by bid or otherwise, including but not limited to professional services and bond issues, shall require that the contractor, firm or company to which any such contract is awarded have, or provide written proof demonstrating good faith efforts to procure, at least fifteen (15) percent participation by socially or economically disadvantaged contractors or professionals, and the city shall make every reasonable effort to ensure that at least fifteen (15) percent of the total value of all such contracts or agreements described above shall be awarded to qualified contractors or professionals who are socially and economically disadvantaged. Unless waived or exempted, all bidders must demonstrate good faith efforts to meet the requirements of this section 14-10 in order to be considered responsive bidders.

(c) The mayor is authorized to establish an office to administer the provisions of this section, including but not limited to: adopting written procedures, informal guidelines, and developing forms as may be necessary to effectuate this section; establishing certification rules and procedures; recommending related procurement goals and contract requirements; implementing a procedure for establishing individual participation goals for each contract subject to this section; and recruiting socially and economically disadvantaged contractors to create adequate capacity for services of any kind.

(d) This section shall not apply to contracts if:

(1) After procurement, but prior to executing a contract, it is found that there are one or fewer socially or economically disadvantaged individuals or entities available for services being contracted; or

(2) Funded by sources that do not allow for such preferences; or

(3) Emergency contracts as approved by the council.

Section Two. All City Code sections and ordinances or parts of the City Code sections and ordinances in conflict are hereby repealed.

Section Three. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such invalid or unconstitutional phrase, clause, sentence, paragraph or section.

Section Four. This amendment shall be effective following adoption and publication.

Adopted:

_____

City Clerk

52036304 v152036304 v1

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Mayor Sandy Stimpson

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Ordinance to Amend Chapter 30, "Schedule of Licenses", of the Mobile City Code	Cover Memo	11/1/2023
REVISED ordinance	Cover Memo	12/19/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Kern, Chris	Approved	11/2/2023 - 2:50 PM
Mayors Office	Montgomery, Brandi	Approved	11/2/2023 - 2:40 PM
Legal	Kern, Chris	Approved	11/2/2023 - 2:50 PM

AN ORDINANCE TO AMEND THE CITY OF MOBILE SCHEDULE OF LICENSES, PROVISIONS IN CHAPTER 30 RELATED TO THE SALE OF ALCOHOLIC BEVERAGES, AND PROVISIONS IN CHAPTER 34 RELATED TO DELINQUENT PAYMENTS

Sponsored By: William S. Stimpson, Mayor

WHEREAS, the City of Mobile ("City") wishes to update its Schedule of Licenses to clarify the types of licenses available, incorporate changes in State law and licensing procedures, and eliminate superfluous license provisions;

WHEREAS, the City wishes to amend Chapter 30 to clarify the procedures related to alcoholic beverage licenses;

WHEREAS, the City wishes to amend Chapter 34 to incorporate changes in State law related to delinquent payments and issuing fees; and

WHEREAS, this Ordinance is enacted to accomplish said goals.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the following Ordinance is adopted to amend the "Schedule of Licenses" located in Chapter 34, of the Code of the City of Mobile, Alabama, 1991, as well as the below amendments and additions to Chapter 30, of the Code of the City of Mobile, Alabama, 1991, and to Chapter 34, of the Code of the City of Mobile, Alabama, 1991 as follows:

Section 1: The following provisions located in the Schedule of Licenses are hereby amended and restated to read as follows:

NAICS	~~Code~~	Title	License Rate
~~238191~~	~~4~~	~~Acetylene welding (welding repair)~~	~~0.003054~~
541810	~~6.0A~~	Advertising ~~(advertising~~ agencies)	~~0.001798~~ 0.00290
~~541860~~	~~9.3~~	~~Advertising by direct mail (direct mail advertising)~~	~~0.002305~~
541830	~~9.2~~	Advertising by Electronic Media (radio and T.V. ad reps)	~~0.002676~~ 0.00290
~~541852~~	~~8~~	~~Advertising in or on buses~~	~~0.002368~~
~~541854~~	~~11~~	~~Advertising in or on taxicabs~~	~~0.002368~~

541891	~~12~~	Advertising Not Otherwise Specified	~~0.002368~~ 0.00290
~~541853~~	~~10~~	~~Advertising on streets (advertising services, outdoor) (not otherwise specified)~~	~~0.002814~~
~~541851~~	~~7~~	~~Advertising with aeroplane~~	~~0.002814~~
~~541871~~	~~9.1~~	~~Advertising—Circulars, booklets and/or other printed matter for the primary purpose of advertising.~~	~~0.002676~~
541840	~~9~~	Advertising—Commercial, soliciting for, contracting for, preparing, accepting compensation for advertising matter by persons, firms or corporations.	~~0.001798~~ 0.00290
~~541895~~	~~13.0B~~	~~Agency, conducting or contracting or maintaining an office in the city or advertising for the purpose of conducting special sales, excluding salvage, fire and bankrupt stock sales.~~	~~0.003288~~
~~525920~~	~~13.0A~~	~~Agency, having an office in the city and representing persons, firms or corporations, and doing business outside the city.~~	~~0.003288~~
522390	~~18.0A~~	Agents - money orders and/or utility bills, etc.: A license shall be required for each location where an agent, person, firm, association or corporation engaged in the issuance of money orders and/or accepting payments on account for utility companies, and/or performing related services. Provided, however, where gross receipts of such agent, person, firm, association or corporation so engaged are $2,500.00 or less, (1) If such agent, person, firm, association or corporation has a retail merchant's license from the city, a separate license will not be required and such gross receipts shall be considered as gross receipts from the retail business of such retail merchants, and (2) if such agent, person, firm, association or corporation does not have a retail merchant's license from the city, a separate license will be required and will be issued upon payment of $50.00.	~~0.003911~~ <u>0.00287</u>
~~812324~~	~~17~~	~~Agents (for laundries—plant outside Mobile)~~	~~0.003739~~
~~488510~~	~~16~~	~~Agents (of railroad and steamship companies not entering city)~~	~~0.001406~~
~~315999~~	~~18~~	~~Agents (taking measurements for wearing apparel for principal whose place of business is situated outside Mobile and police jurisdiction). Compliance with~~	~~0.002464~~

		~~Itinerant Merchants, Chap. 30, City Code, and Code 257.~~	
425120	~~19~~	Agents and Solicitors (not otherwise specified) – Individuals will also need a 454384 – Solicitor Permit Employees of persons licensed are not required to purchase a separate license but are required to get the individual solicitor permit.	~~0.002456~~ 0.00329
454384	~~367.1~~	Agent / Solicitors Permit—Obtained from police department (see chapter 54A-1 of City Code and Code 306.0). Complete application, notarize signature, and send applicant to police department for records check and ID card. In addition to 425120 Agent and Solicitor License	$3.00
425121	~~19.5~~	Agents, Dealers, or other businesses (**without an office** in the city). Each person engaged in business as principal, agent or in any other capacity, and for whom no other license is required by this chapter.	~~0.003288~~ 0.00329
	~~19.6~~	~~Agents, dealers or other businesses – Any person, firm, or corporation, who shall maintain, keep in repair or otherwise man any **office, store, warehouse, place of business**, telephone wires, right-of- way, easement, land or other facility or facilities situated **in the city** in connection with any business, vocation, occupation or profession which is not subject to a license under any other schedule of this Code or under 19.5, above, of the schedule shall pay based upon the average daily number of employees:~~	

		Agents, Dealers, Administrative Office or other businesses – Any person, firm, or corporation, who shall maintain, keep in repair or otherwise man any **office, store, warehouse, place of business**, telephone wires, right-of- way, easement, land or other facility or facilities situated **in the city** in connection with any business, vocation, occupation or profession which is not subject to a license under any other schedule of this Code or under 425121, above, of the schedule shall pay based upon the average daily number of employees:	
425122	~~19.6A~~	Less than two persons	$120.00
425123	~~19.6B~~	Two but less than four	$180.00
425124	~~19.6C~~	Four but less than six	$240.00
125125	~~19.6D~~	Six but less than ten	$300.00
125126	~~19.6E~~	Ten but less than fifteen	$360.00
425127	~~19.6F~~	Plus $25.00 for each person in excess of fifteen	
~~522295~~	~~15~~	~~Agents, persons, firms, associations or corporations, doing a class of business known as a short loan business~~	~~0.002402~~
~~811316~~	~~20.0B~~	~~Air conditioning and heating sales and/or service (no installation) must be registered, if not certified, under Code of Ala. § 34-31-18~~	~~0.00271~~
~~238221~~	~~20.0C~~	~~Air conditioning and heating unit installation only requires state heating and A/C certificate, and bond verification from inspection services.~~	~~0.002251~~
~~221330~~	~~20~~	~~Air conditioning equipment and supplies~~	~~0.002052~~
~~333912~~	~~21.0M~~	~~Air products—Manufacturer~~	~~0.001928~~
~~444187~~	~~21.0R~~	~~Air products—Retail~~	~~0.002519~~
~~423830~~	~~21.0W~~	~~Air products—Wholesale~~	~~0.002045~~

561599	~~22~~	Airlines—Ticket Sales Office	$200.00
488190		**Air Transportation Support Activities –** Aircraft Maintenance & Repair Services	.002916
722095		**Alcoholic Beverages – Application Fee** See Sec 30-71	$50.00
424810	~~63.0~~	**Alcoholic Beverages – Beer Only Wholesale**: All persons or businesses engaged in the wholesale sales or distribution of beer to all licensees or others within this state lawfully authorized to sell beer. ~~Beer – Wholesale. State controlled. No license for the sale of beer shall be issued for a period of less than one year and no such licenses shall be transferable from one person to another.~~ The following conditions apply: (1) Must first obtain and continue to maintain the related State Board license. (2) All activities must comply with all City zoning regulations as well as any other applicable City, State, and Federal regulations or licensure requirements.	$250.00
445310	~~62.0~~	**Alcoholic Beverages – Beer Retail (Off Premises Only):** All persons or businesses engaged in the retail sales of beer for off premise consumption. ~~Beer – Retail (package goods only) state controlled. The limitation stated in Code 63.0 also applies.~~ The following conditions apply: (1) Must obtain and continue to maintain the related State Board license. (2) License application must first be approved by the City Council. (3) All activities must comply with all City zoning regulations as well as any other applicable City, State, and Federal regulations or licensure requirements. (4) Must also purchase any other applicable City license(s) as required.	$75.00

445311	~~61.0~~	**Alcoholic Beverages – Beer Retail (On or Off Premises):** All persons or businesses engaged in the retail sales of beer for on premise consumption or in the retail sales of beer in sealed containers for off premise consumption. ~~Beer – Retail (on premises) state controlled. The limitation stated in Code 63.0 also applies.~~ The following conditions apply: (1) Must obtain and continue to maintain the related State Board license. (2) License application must first be approved by the City Council. (3) All activities must comply with all City zoning regulations as well as any other applicable City, State, and Federal regulations or licensure requirements. (4) Must also purchase any other applicable City license(s) as required.	$75.00
312121		**Alcoholic Beverages – Brewpub:** All persons or businesses engaged in the operation of a brewpub as defined by the ABC Board. The Following conditions apply: (1) Must obtain and continue to maintain the related State Board license. (2) License application must first be approved by the City Council. (3)All activities must comply with all City zoning regulations as well as any other applicable City, State, and Federal regulations or licensure requirements. (4) Must also purchase any other applicable city license(s) as required (5) Can sell only the beer brewed by the business and/or beer purchased from wholesalers. (6) If wishing to sell alcohol other than beer must also apply for the Alcohol – Liquor – Retail Restaurant license in conjunction with this license.	$500.00

722414		**Alcoholic Beverages – Club Liquor – Class I – Non-Profit:** All persons or businesses engaged in the operation of a nonprofit club as defined by the ABC Board engaging in retail sales of liquor, beer and wine for on premise consumption by their members and their guest. The following general conditions apply: (1) Must obtain and continue to maintain the related State Board license. (2) License application must first be approved by the City Council. (3) All activities must comply with all City zoning regulations as well as any other applicable City, State, and Federal regulations or licensure requirements. (4) Must also purchase any other applicable City license(s) as required. The following conditions apply to the monthly liquor license fee only: (5) For the purposes of this license, value is defined as the purchase price paid for all liquor purchased, from whatever source, less any taxes paid to the State of Alabama pursuant to Section 28-03-200, et seq., Code of Alabama 1975. (6) Licensee shall make a verified report to the Department of Revenue of the City showing the total purchases of liquor from all sources on or before the 20th of the month next succeeding the month in which the business was conducted and at the time of making said report the Licensee shall pay in full the monthly liquor license fee owed.	$800.00, plus 8% of the value of liquor purchased for resale

722411		**Alcoholic Beverages – Club Liquor – Class II**: All persons or businesses engaged in the operation of a private club as defined by the ABC Board engaging in retail sales of liquor, beer and wine for on premise consumption by their members and their guest. The following general conditions apply: (1) Must obtain and continue to maintain the related State Board license. (2) License application must first be approved by the City Council. (3) All activities must comply with all City zoning regulations as well as any other applicable City, State, and Federal regulations or licensure requirements. (4) Must also purchase any other applicable City license(s) as required. The following conditions apply to the monthly liquor license fee only: (5) For the purposes of this license, value is defined as the purchase price paid for all liquor purchased, from whatever source, less any taxes paid to the State of Alabama pursuant to Section 28-03-200, et seq., Code of Alabama 1975. (6) Licensee shall make a verified report to the Department of Revenue of the City showing the total purchases of liquor from all sources on or before the 20th of the month next succeeding the month in which the business was conducted and at the time of making said report the Licensee shall pay in full the monthly liquor license fee owed.	$800.00, plus 8% of the value of liquor purchased for resale

492500		**Alcoholic Beverages – Direct Wine Shipper**: All persons or businesses as defined by ABC, engaged in the business of shipping or contract for the shipment of wine from a manufacturer to a resident of the City of Mobile or its police jurisdiction for personal use. The following conditions apply: (1) Must first obtain and continue to maintain the related State Board license. (2) All activities must comply with all City zoning regulations as well as any other applicable City, State, and Federal regulations or licensure requirements.	$100.00
424823		**Alcoholic Beverages – Importer**: All persons or businesses engaged in the importation of alcoholic beverages, liquor, wine, or beer, manufactured outside the US for sale or distribution. The following conditions apply: (1) Must first obtain and continue to maintain the related State Board license. (2) All activities must comply with all City zoning regulations as well as any other applicable City, State, and Federal regulations or licensure requirements.	$250.00
722413		**Alcoholic Beverages – Liquor – Retail Restaurant:** All persons or businesses, engaged in the operation of a restaurant that also engages in retail sales for on premise consumption, liquor, beer and wine. The following general conditions apply: (1) Must obtain and continue to maintain the related State Board license. (2) License application must first be approved by the City Council. (3) All activities must comply with all City zoning regulations as well as any other applicable City, State, and Federal regulations or licensure requirements. (4) Must also purchase any other applicable City license(s) as required. The following conditions apply to the monthly liquor license fee only:	$800.00, plus 8% of the value of liquor purchased for resale

		(5) For the purposes of this license, value is defined as the purchase price paid for all liquor purchased, from whatever source, less any taxes paid to the State of Alabama pursuant to Section 28-03-200, et seq., Code of Alabama 1975. (6) Licensee shall make a verified report to the Department of Revenue of the City showing the total purchases of liquor from all sources on or before the 20th of the month next succeeding the month in which the business was conducted and at the time of making said report the Licensee shall pay in full the monthly liquor license fee owed.	
424822		**Alcoholic Beverages – Liquor Wholesale:** All persons or businesses engaged in the wholesale sales or distribution of liquor or wine. The following conditions apply: (1) Must first obtain and continue to maintain the related State Board license. (2) All activities must comply with all City zoning regulations as well as any other applicable City, State, and Federal regulations or licensure requirements.	$500.00
722412		**Alcoholic Beverages – Lounge Retail Liquor – Class I**: All persons, businesses, lounges, bars, pubs or by any other name called, engaged in retail sales of liquor, beer and wine, for on premise consumption, that does not offer food sales as a primary business activity. The following general conditions apply: (1) Must obtain and continue to maintain the related State Board license. (2) License application must first be approved by the City Council. (3) All activities must comply with all City zoning regulations as well as any other applicable City, State, and Federal regulations or licensure requirements. (4) Must also purchase any other applicable City license(s) as required. The following conditions apply to the monthly liquor license fee only: (5) For the purposes of this license, value is defined as the purchase price paid for all liquor purchased, from whatever source, less any taxes paid to the	$800.00, plus a monthly liquor license fee of 8% of the value of liquor purchased for resale

		State of Alabama pursuant to Section 28-03-200, et seq., Code of Alabama 1975. (6) Licensee shall make a verified report to the Department of Revenue of the City showing the total purchases of liquor from all sources on or before the 20th of the month next succeeding the month in which the business was conducted and at the time of making said report the Licensee shall pay in full the monthly liquor license fee owed.	
445315	-	**Alcoholic Beverages – Lounge Retail Liquor – Class II – Package**: All persons, businesses, stores, or package stores or by any other name called, engaged in retail sales of liquor, beer and wine, for off premise consumption. The following General conditions apply: (1) Must obtain and continue to maintain the related State Board license. (2) License application must first be approved by the City Council. (3) All activities must comply with all City zoning regulations as well as any other applicable City, State, and Federal regulations or licensure requirements. (4) Must also purchase any other applicable City license(s) as required. The following conditions apply to the monthly liquor license fee only: (5) For the purposes of this license, value is defined as the purchase price paid for all liquor purchased, from whatever source, less any taxes paid to the State of Alabama pursuant to Section 28-03-200, et seq., Code of Alabama 1975. (6) Licensee shall make a verified report to the Department of Revenue of the City showing the total purchases of liquor from all sources on or before the 20th of the month next succeeding the month in which the business was conducted and at the time of making said report the Licensee shall pay in full the monthly liquor license fee owed.	$800.00, plus 8% of the value of liquor purchased for resale

312120		**Alcoholic Beverages – Manufacturer/ Brewery**: All persons or businesses engaged in the manufacturing of beer. NOTE: This license does not authorize the retail sale of any product. The following conditions apply: (1) Must first obtain and continue to maintain the related State Board license. (2) License application must first be approved by the City Council. (3)All activities must comply with all City zoning regulations as well as any other applicable City, State, and Federal regulations or licensure requirements.	$250.00
722410	~~153.1~~	**Alcoholic Beverages – Retail – Drinking Establishments or Events** ~~Drinking establishments~~ (covers merchandise sold other than alcoholic beverages which are otherwise licensed.)	~~0.00306~~ 0.00311
722418	-	**Alcoholic Beverages – Retail Passenger Common Carrier:** Authorizes all persons or business pertaining to railroad, bus, Airline, Ship line, Vessel or other common carrier operating passenger vehicles with seating of at least ten people to engage in liquor, beer and wine retail sales for consumption while aboard. The following conditions apply: (1) Must obtain and continue to maintain the related State Board license. (2) License application must first be approved by the City Council. (3) All activities must comply with all City zoning regulations as well as any other applicable City, State, and Federal regulations or licensure requirements. The following conditions apply to the monthly liquor license fee only: (4) For the purposes of this license, value is defined as the purchase price paid for all liquor purchased, from whatever source, less any taxes paid to the	$800.00, plus a monthly liquor license fee of 8% of the value of liquor purchased for resale

		State of Alabama pursuant to Section 28-03-200, et seq., Code of Alabama 1975. (5) Licensee shall make a verified report to the Department of Revenue of the City showing the total purchases of liquor from all sources on or before the 20th of the month next succeeding the month in which the business was conducted and at the time of making said report the Licensee shall pay in full the monthly liquor license fee owed.	
722416		**Alcoholic Beverages – Special Event – 30 days or less:** All persons or businesses engaged in retail sales of liquor, beer and wine for on premise consumption at authorized special events lasting thirty days or less. The following conditions apply: 1) Must obtain and continue to maintain the related State Board license. 2) License application must first be approved by the City Council. An application is required for each event, but the City Council may simultaneously approve multiple events for specific dates and locations. 3) All activities must comply with all City zoning regulations as well as any other applicable City, State, and Federal regulations or licensure requirements. The following conditions apply to the monthly liquor license fee only: 4) For the purposes of this license, value is defined as the purchase price paid for all liquor purchased, from whatever source, less any taxes paid to the State of Alabama pursuant to Section 28-03-200, et seq., Code of Alabama 1975. 5) Licensee shall make a verified report to the Department of Revenue of the City showing the total purchases of liquor from all sources on or before the 20th of the month next succeeding the month in which the business was conducted and at the time of making said report the Licensee shall pay in full the monthly liquor license fee owed.	$800.00 plus a monthly liquor license fee of 8% of the value of liquor purchased for resale

722417		**Alcoholic Beverages – Special Event – More than 30 days:** Authorizes state park, racing commission, fair authority, airport authority, civic center authority, or any other valid responsible organization or the franchises or concessionaire of such park, commission or authority to engage in liquor, beer and wine sales at retail, for on premise consumption for a period of more than thirty days and not to exceed one year. The following conditions apply: (1) Must obtain and continue to maintain the related State Board license. (2) License application must first be approved by the City Council. (3) All activities must comply with all City zoning regulations as well as any other applicable City, State, and Federal regulations or licensure requirements. The following conditions apply to the monthly liquor license fee only: (4) For the purposes of this license, value is defined as the purchase price paid for all liquor purchased, from whatever source, less any taxes paid to the State of Alabama pursuant to Section 28-03-200, et seq., Code of Alabama 1975. (5) Licensee shall make a verified report to the Department of Revenue of the City showing the total purchases of liquor from all sources on or before the 20th of the month next succeeding the month in which the business was conducted and at the time of making said report the Licensee shall pay in full the monthly liquor license fee owed.	$800.00, plus a monthly liquor license fee of 8% of the value of liquor purchased for resale

722415		**Alcoholic Beverages – Special Event Retail (7 days or less):** All persons or businesses engaged in retail sales of liquor, beer and wine for on premise consumption at authorized special events lasting seven days or less. The following conditions apply: (1) Must obtain and continue to maintain the related State Board license. (2) License application must first be approved by the City Council. An application is required for each event, but the City Council may simultaneously approve multiple events for specific dates and locations. (3) All activities must comply with all City zoning regulations as well as any other applicable City, State, and Federal regulations or licensure requirements. The following conditions apply to the monthly liquor license fee only: (4) For the purposes of this license, value is defined as the purchase price paid for all liquor purchased, from whatever source, less any taxes paid to the State of Alabama pursuant to Section 28-03-200, et seq., Code of Alabama 1975. (5) Licensee shall make a verified report to the Department of Revenue of the City showing the total purchases of liquor from all sources on or before the 20th of the month next succeeding the month in which the business was conducted and at the time of making said report the Licensee shall pay in full the monthly liquor license fee owed.	$800.00 plus a monthly liquor license fee of 8% of the value of liquor purchased for resale

445316		**Alcoholic Beverages – Table Wine – Retail (Off Premises Only):** All persons or businesses engaged in the retail sales of wine for off premise consumption. The following conditions apply: (1) Must obtain and continue to maintain the related State Board license. (2) License application must first be approved by the City Council. (3) All activities must comply with all City zoning regulations as well as any other applicable City, State, and Federal regulations or licensure requirements. (4) Must also purchase any other applicable City license(s) as required.	$75.00
445314	~~373.5~~	**Alcoholic Beverages – Table Wine – Retail (On or Off Premises):** ~~table wine- Retail~~ All persons or businesses engaged in the retail sales of wine for on premise consumption. The following conditions apply: (1) Must obtain and continue to maintain the related State Board license. (2) License application must first be approved by the City Council. (3) All activities must comply with all City zoning regulations as well as any other applicable City, State, and Federal regulations or licensure requirements. (4) Must also purchase any other applicable City license(s) as required.	$75.00
424821	~~373.7~~	**Alcoholic Beverages – Table Wine & Beer Combined Wholesale**: All persons or businesses engaged in the wholesale sales or distribution of wine and beer. ~~Table wine and beer – Wholesale~~ The following conditions apply: (1) Must first obtain and continue to maintain the related State Board license. (2) All activities must comply with all City zoning regulations as well as any other applicable City, State, and Federal regulations or licensure requirements.	$375.00

722419		**Alcoholic Beverages – Wine Festival (5 days or less):** All persons or businesses engaged in the authorized hosting of a wine festival, lasting five days or less where authorized participants may hold tastings and sell at retail for on and off premise consumption. The Following conditions apply: 1) Must obtain and continue to maintain the related State Board license. 2) License application must first be approved by the City Council. 3) All activities must comply with all City zoning regulations as well as any other applicable City, State, and Federal regulations or licensure requirements. 4) Must also purchase any other applicable city license(s) as required	$25.00
492510		**Alcoholic Beverages – Wine Fulfillment Center**: All persons or businesses as defined by ABC, engaged in the business of shipping wine on behalf of a direct wine shipper licensee. Operates as a bailment warehouse for wine permitted to be sold directly by a direct wine shipper licensee to a resident of the City of Mobile and its police jurisdiction. The following conditions apply: (1) Must first obtain and continue to maintain the related State Board license. (2) All activities must comply with all City zoning regulations as well as any other applicable City, State, and Federal regulations or licensure requirements.	$250.00; $50.00 for each additional premises
424820	~~373.6~~	**Alcoholic Beverages – Wine Only Wholesale**: All persons or businesses engaged in the wholesale sales or distribution of wine to all licensees or others within this state lawfully authorized to sell wine. ~~Table wine – Wholesale~~ The following conditions apply: (1) Must first obtain and continue to maintain the related State Board license. (3) All activities must comply with all City zoning regulations as well as any other applicable City, State, and Federal regulations or licensure requirements.	$275.00

		~~Also, $25.00 per truck, see Code 191.5.~~	
~~331312~~	~~23~~	~~Aluminum plants~~	~~0.001722~~
621910	~~24~~	Ambulance service. (Must comply with the requirements imposed pursuant to Chapter 6 of the Mobile City Code) ~~Must file proof of liability insurance, (see City Code chapter 6, sec. 6-10) and must obtain permit from the chief of police.~~	0.00337
~~713996~~	~~265~~	~~Amusement Miniature golf course and driving range~~	~~0.003658~~
~~713941~~	~~365~~	~~Amusement – Skating rink~~	~~0.003658~~
713990	~~26.0A~~	Amusement and Recreation Services not elsewhere classified	~~0.003658~~ 0.00366
713120 713121 713123 713122 713124	~~25~~ ~~25.0A~~ ~~25.0P~~ ~~25.0B~~ ~~25.0Q~~	Amusement Devices—Nickel or more in slot (does not apply to pool tables~~, see Code 65.0A and 65.0B~~). Each machine shall also have affixed a city decal as follows: For first 10 machines For first 10 machines (in police jurisdiction) All over 10 machines All over 10 machines (in police jurisdiction)	~~0.003383~~ 0.00.366 $15.00 each $7.50 each $10.00 each $5.00 each
~~812333~~	~~230.2~~	~~Any person, firm or corporation other than laundry located in the city which pays the regular laundry license tax of said city, engaged in soliciting or receiving general laundry work where said laundry work is to be done outside the city.~~	~~$500.00~~
561613	~~29.5~~	Armored Car Services	~~0.002464~~ 0.00290
711510	~~30.0A~~	Artists and or Art Studios	~~0.002998~~ 0.00300

~~324122~~	~~31.0B~~	~~Asphalt material manufacturers (asphalt products, felts and coatings)~~	~~0.002388~~
~~324121~~	~~31.0A~~	~~Asphalt material manufacturers (paving mixtures and blocks)~~	~~0.000809~~
561990	~~33~~	Auction - Auctioneers, selling real or personal property. Each individual crying the auction must be licensed:	
561991	~~33.0A~~	Auction less than 5 days	$120.00
561992	~~33.0B~~	Auction 5 days or more	$250.00
811121	~~44.5~~	Automobile Body Repair Shops	~~0.002593~~ 0.00292
811192	~~40~~	Automobile Laundries (car wash, where done for a fee)	0.00313
~~485113~~	~~41~~	~~Automobile or other vehicle—For hire to carry passengers outside the city. (This Code does not apply to regularly licensed taxicabs subject to City Code, Chapter 58.)~~	~~0.001022~~
~~811120~~	~~42~~	~~Automobile paint shops~~	~~0.002532~~
811111	~~43~~	Automobile Repair Shops (except body repairs)	~~0.002621~~ 0.00292
423930	~~44~~	Automobile Salvage and/or wrecking	~~0.001736~~ 0.00215
~~326211~~	~~45~~	~~Automobile tire and tube repairers, retreaders or recappers~~	~~0.002449~~
811195		Automobile Detailing Services	0.00313
	~~46~~	~~Automobiles and/or trucks rented without drivers~~	
~~441111~~	~~39.1~~	~~Automotive dealers not elsewhere classified~~	~~0.00129~~
~~811198~~	~~43.1~~	~~Automotive repair services and garages not elsewhere classified~~	~~0.002642~~
~~314913~~	~~47~~	~~Awnings and sail makers. For manufacturing, selling, erecting, or installing.~~	~~0.002566~~
~~322223~~	~~48~~	~~Bagging or ties—Retail or wholesale~~	~~0.00164~~
~~451113~~	~~49.0R~~	~~Bait—Retail~~	~~0.002519~~

~~424994~~	~~49.0W~~	~~Bait—Wholesale~~	~~0.001873~~
~~311819~~	~~51~~	~~Bakery—Itinerant bakery. Any firm, association, or corporation engaged in or managing the business of selling as an itinerant wholesale dealer, any bread, cakes, rolls, pies or other bakery products of whatsoever kind, nature or description from any cart, wagon, truck, automobile or other vehicle operated or propelled along or upon the public streets of the city, per annum. Board of health permit required before license can be issued.~~	~~$500.00~~
~~713994~~	~~52~~	~~Balls (where admission charged)~~	~~0.003658~~
711131	~~385.0A~~	Bands, Orchestras, Actors, other Entertainers Groups	~~0.003592~~ 0.00431
522108	~~52.5~~	Bank—Where the capital, surplus and undivided profits are: Less than $50,000.00	$10.00
522119	~~52.5A~~	$50,000.00, not over $100,000.00	$20.00
522118	~~52.5B~~	$100,000.00, not over $150,000.00	$30.00
522117	~~52.5C~~	$150,000.00, not over $200,000.00	$40.00
522116	~~52.5D~~	$200,000.00, not over $250,000.00	$50.00
522115	~~52.5E~~	$250,000.00, not over $300,000.00	$60.00
522114	~~52.5F~~	$300,000.00, not over $350,000.00	$70.00
522113	~~52.5G~~	$350,000.00, not over $400,000.00	$80.00
522112	~~52.5H~~	$400,000.00, not over $400,000.00	$90.00
522111	~~52.5I~~	$450,000.00, not over $500,000.00	$100.00
522120	52.5J	$500,000.00, not over $600,000.00	$110.00
522110	52.5K	Over $600,000.00	$125.00

522109	~~52.5L~~	Any Branch Bank or ATM (not Main Branch) – Only when there is a Main Branch separately licensed in the city.	$10.00
~~446121~~	~~56~~	~~Barber and/or beauty supply house~~	~~0.002203~~
~~322211~~	~~57~~	~~Basket, box, carton and/or crate factory~~	~~0.001859~~
~~812198~~	~~59~~	~~Baths—Russian, Turkish or vapor, etc.~~	~~0.003911~~
~~454387~~	~~58.0R~~	~~Batteries—Retail~~	~~0.002126~~
~~423610~~	~~58.0W~~	~~Batteries—Wholesale~~	~~0.002017~~
~~451111~~	~~64.0R~~	~~Bicycles and tricycles—Retail. Bicycle and bicycle parts stores and bicycle shops~~	~~0.002134~~
~~423911~~	~~64.0W~~	~~Bicycles and tricycles—Wholesale~~	~~0.001873~~
713993 713991 713992	~~65~~ ~~65.0A~~ ~~65.0P~~	Billiard or pool tables – Each machine shall also have affixed a city decal as follows: Billiard or Pool Table – Whether coin operated or not, each table (decal required) City Billiard or Pool Table – Whether coin operated or not, each table (decal required) PJ	~~0.003658~~ 0.00366 $25.00 $12.50
~~453911~~	~~66.0R~~	~~Bird dealers—Retail~~	~~0.002519~~
~~424441~~	~~66.0W~~	~~Bird Dealers—Wholesale~~	~~0.002045~~
~~424494~~	~~67.0W~~	~~Biscuit or cracker or cake distributor—Wholesale. Each manufacturer, branch, or agent, maintaining a distribution depot, warehouse or place of business, selling to merchants from stock or making deliveries in the city.~~	~~0.003054~~
~~311811~~	~~67.0R~~	~~Biscuit or cracker or cake—Retail~~	~~0.002519~~
~~316999~~	~~68~~	~~Blacksmiths (repair shops and related services)~~	~~0.002916~~

541340	~~69~~	Blueprints or Photostats (blueprinting and photocopying services)	0.003163
721310	~~70~~	Boarding Houses. Must meet board of health requirements. In addition, all boarding houses shall pay an additional license where meals are served to persons not residing on the premises, on the same schedule as restaurants.	~~0.003259~~ 0.00388
~~336612~~	~~70.1~~	~~Boat building and repairing~~	~~0.00197~~
238223	~~71~~	Boiler Cleaning or Scaling (repair shops and related services)	~~0.002916~~ 0.00250
~~238290~~	~~72~~	~~Boiler works (repair shops and related service)~~	~~0.002916~~
812995	~~73~~	Bondsmen ~~(business services not elsewhere classified)~~	~~0.002456~~ 0.0040
~~424920~~	~~74.0W~~	~~Books—Wholesale (durable goods not elsewhere classified)~~	~~0.001873~~
~~811432~~	~~75~~	~~Bootblacks (shoe repair shops, shoe shine parlors)~~	~~0.003499~~
~~311511~~	~~77~~	~~Bottlers of milk or fresh fruit juices. This license is also intended to include packagers or bottlers who combine milk with flavoring syrup and sell it in bottles or sealed paper containers and packagers or bottlers who process fresh fruit juices bottled without carbonated water for sale in bottles or paper containers. Board of health permit required before license can be issued.~~	~~0.002333~~
713950	~~78~~	Bowling Alleys	0.004343
~~812321~~	~~230.1~~	~~Branch laundries or offices where laundry is received or delivered regardless of whether a part of the work is done there or elsewhere in the city.~~	~~$120.00~~
~~444192~~	~~79.0R~~	~~Brick and concrete block—Retail (lumber and building materials)~~	~~0.001764~~
~~423320~~	~~79.0W~~	~~Brick and concrete block—Wholesale~~	~~0.001873~~
~~327121~~	~~79.0M~~	~~Brick makers including concrete block and brick—Manufacturing. Including those soliciting orders or having an office and who sell or deliver brick within the city or its police jurisdiction.~~	~~0.00201~~
523142	~~351.1~~	Broker – Security Brokers and Dealers	~~0.002285~~ 0.00229
522310	~~82~~	Broker, Money. Primary dealers in 1st and 2nd mortgages. Each person, firm, association or corporation conducting the business of factoring, or	~~0.00271~~ 0.00287

		buying or selling first or second mortgages on real estate or notes secured by first or second mortgages thereon, or buying or selling bonds or stocks or conditional sales contracts or purchase money notes on automobiles, or rent notes, shall pay an annual license based on the face value of the notes, mortgages, bonds, stocks, conditional sales contracts, purchase money notes and rent notes handled during the preceding year.	
523120	~~82.5~~	Broker, Stock (see security etc. under "S" (Code 351.1))	~~0.002285~~ 0.00229
523140	~~80.0C~~	Brokers, Commodity contract brokers and dealers	~~0.001236~~ 0.00229
425129	~~81~~	Brokers, Merchandise. A merchandise broker is considered one who for a commission buys or sells goods and negotiates between buyer and seller, but without necessarily having the custody of the property.	~~0.001963~~ 0.00329
~~488511~~	~~80.0A~~	~~Brokers: Custom house (arrangement of passenger transportation and freight and cargo)~~	~~0.001229~~
~~524210~~	~~80.0B~~	~~Brokers: Insurance~~	~~0.002539~~
523130	~~83~~	Brokers—Not Otherwise Specified (Not Realty)	~~0.001963~~ 0.00229
~~236119~~	~~84.9~~	~~Builders or contractors—Itinerant (subject to chapter 11, City Code)~~	~~$500.00~~
	~~85.1~~	~~Building and loan association (savings and loan) (same as banks— Code 52.5)~~	
~~611410~~	~~350.0C~~	~~Business and secretarial school~~	~~0.005387~~
~~423420~~	~~89~~	~~Business machines~~	~~0.002244~~
~~454312~~	~~91~~	~~Butane gas dealers~~	~~0.00177~~
~~424722~~	~~92~~	~~Butane gas—Wholesale. In addition to this license there is a license tax of 2 cents per gallon where it is used or sold for use in powering motor vehicles on public streets or roads, to be reported and paid monthly.~~	~~0.000762~~
~~424431~~	~~93.0W~~	~~Butter, eggs, milk or cheese dealers. Wholesale (dairy products). Board of health permit required before license can be issued.~~	~~0.000988~~
~~445298~~	~~93.0R~~	~~Butter, eggs, milk or cheese dealers—Retail (dairy products). Board of health permit required before license can be issued.~~	~~0.002224~~

~~722212~~	~~95~~	~~Café or cafeteria (eating places) (same as restaurant)~~	~~0.003109~~
~~445292~~	~~97.0R~~	~~Candy and confectionery dealers—Retail~~	~~0.002558~~
~~424451~~	~~97.0W~~	~~Candy and confectionery dealers—Wholesale~~	~~0.001181~~
~~311340~~	~~98~~	~~Candy manufacturers~~	~~0.002176~~
~~424452~~	~~99~~	~~Candy—Wholesale from truck and no other license is paid.~~	~~$200.00~~
~~314912~~	~~99.1~~	~~Canvas products~~	~~0.002566~~
999140		Capital Employed – *Department Administrative Use Only* - value of: Land, buildings and improvements, machinery and equipment, furniture and fixtures, office machinery and equipment, inventory of merchandise purchased for resale but not manufactured or processed by the business within an annexed territory. Capital Employed does not include: The inventory of raw materials purchased for a manufacturing process, work in process, finished goods manufactured by the business in the annexed territory. *If you are a LESSEE of any item meeting the definition of Capital Employed – DO NOT – include the value of such leased property. If you are a LESSOR of any item meeting the definition of Capital Employed – DO NOT – include the value of such leased property.*	On First $100,000 of Capital $2.00 per $1,000, On Second $100,000 of Capital $1.00 per $1,000, On Third $100,000 of Capital $0.50 per $1,000, On all Capital in Excess of $300,000 $0.25 per $1,000
~~423421~~	~~102~~	~~Cash registers, same as business machines~~	~~0.002244~~
722320	~~102.5~~	Catering Service ~~and/or tea rooms~~ operated as a business, where no other license is paid. Board of health permit required before license can be issued.	~~0.003109~~ 0.00311
812220	~~105~~	Cemetery Companies or Agents	~~0.004226~~ 0.00430
~~325194~~	~~106~~	~~Charcoal, when put in paper bags whether burnt by parties selling same or not, offered to retail trade.~~	~~0.001873~~
	~~107~~	~~Chauffeurs and drivers. Same as taxicab drivers—See Code 378.~~	
522391	~~107.1~~	Check Exchange	~~0.002456~~ 0.00287

~~424690~~	~~108~~	~~Chemicals (chemicals and allied products not otherwise specified) Manufacturing and/or dealing in chemicals or maintaining a sales 25ffice.~~	~~0.001846~~
624410		Child Care/Day Care Services	.00302
~~448130~~	~~117.1C~~	~~Children's and infants' wear stores~~	~~0.002244~~
~~442299~~	~~110.0R~~	~~China, glassware or crockery—Retail~~	~~0.00227~~
~~423220~~	~~110.0W~~	~~China, glassware or crockery—Wholesale~~	~~0.001873~~
~~621391~~	~~111~~	~~Chiropodist, per individual chiropodist~~	~~0.002784~~
812991	~~116~~	Clairvoyants, Fortune Tellers, etc.: (a) There is hereby levied on each clairvoyant, fortune teller, astrologist, phrenologist, medium, crystal gazer, and on every person practicing palmistry, phrenology, clairvoyancy, or mesmerism, and on every person or device for telling fortunes, and on every spiritualist giving readings, or sittings or exhibitions, of such character, for hire, within the city limits, a license of $1,000.00, ~~except as otherwise provided in Item 116(b). (b) Provided, however, that any person who has purchased the license described in paragraph (a) above, in the city, and held it for a period of one full year may for the next full year and each succeeding, consecutive full year thereafter (subject to the review and approval of the chief of police), be issued such annual license as follows: The second full year at a rate reduced by two percent ($25.00) and for each succeeding consecutive full year thereafter at a declining annual rate achieved by an additional cumulative $25.00 deduction for nineteen consecutive, full years after which the license may be procured for each succeeding consecutive full year for the sum of $500.00.~~ Also see City Code Ch. 23	$1,000.00
~~561790~~	~~428.0B~~	~~Cleaning and maintenance services to dwellings and other buildings not elsewhere classified~~	~~0.002566~~
~~812323~~	~~117~~	~~Cleaning and pressing~~	~~0.0033~~
	~~117.1~~	~~Clothing stores:~~	

~~423520~~	~~118~~	~~Coal, coke and/or charcoal distributors (wood also)~~	~~0.001873~~
~~423521~~	~~119~~	~~Coal, coke or charcoal, sold from railroad yards or cars, dealers (wood also)~~	~~0.001873~~
~~445297~~	~~120.0R~~	~~Coffee and tea dealers—Retail~~	~~0.002141~~
~~424491~~	~~120.0W~~	~~Coffee and tea dealers—Wholesale~~	~~0.001558~~
561440	~~122~~	Collection Agency. Each person, firm, or corporation, other than attorneys at law but including adjusters of commercial accounts, engaged in collecting general accounts shall pay a license at the rate prescribed herein measured by gross receipts from said business during the next preceding year.	~~0.002807~~ 0.00285
~~523141~~	~~122.3~~	~~Commodity contracts brokers and dealers (same as Code 351.1)~~	~~0.002285~~
~~517212~~	~~380.0C~~	~~Competitive local exchange company—CLEC~~	~~0.003465~~
812990	~~122.5~~	~~Computer~~ dating services	~~0.002786~~ 0.0040
~~443120~~	~~122.7R~~	~~Computer equipment—Retail~~	~~0.002087~~
~~423430~~	~~122.7W~~	~~Computer equipment—Wholesale~~	~~0.002244~~
541511	~~122.6~~	Computer Systems – Computer programming and other software services	0.002998
~~322214~~	~~125~~	~~Cone manufacturing (fiber cans, tubes, drums, and similar products)~~	~~0.001194~~
~~445293~~	~~123.0R~~	~~Confectioners—Retail~~	~~0.002558~~
~~424450~~	~~123.0W~~	~~Confectioners—Wholesale~~	~~0.001181~~
~~238999~~	~~125.3~~	~~Construction—Itinerant contractors (see chapter 30, City Code)~~	~~$500.00~~
238220	~~20.0A~~	Contractor – Air Conditioning and Heating (sales, service and installation) **requires state heating and A/C certificate** before license can be issued.	~~0.002436~~ 0.00250
238227	~~37~~	Contractor – Automatic Sprinklers for fire prevention	~~0.002154~~ 0.00250
238350	~~99.2~~	Contractor – Carpentering, Carpentry	~~0.002093~~ 0.00250
238140	~~103~~	Contractor – Cement, Brick or Rock Workers (where no other license is paid)	~~0.002161~~ 0.00250

~~238991~~	~~125.1~~	~~Construction other than building construction (not otherwise specified)~~	~~0.001784~~
238990	~~125.2~~	Contractor – Construction or Subcontractor ~~license for construction (~~not otherwise specified)	~~0.001784~~ 0.00250
238914	~~125.1D~~	Contractor – ~~Sp. Trd. Con.~~ Demolition/Moving	~~0.002323~~ 0.00250
238211	~~125.1E~~	Contractor – ~~Sp. Trd. Con.~~ Electrical – State Board License Required	~~0.002323~~ 0.00250
238910	~~165.1~~	Contractor – Excavation and Foundation Work	~~0.0028~~ 0.00250
238992	~~169.1~~	Contractor – Fence Company Installers not elsewhere classified (other than ornamental iron)~~—Retail~~	~~0.002491~~ 0.00250
238988	~~172~~	Contractor – Fireproofing by coating material	~~0.002628~~ 0.00250
238330	~~174.3~~	Contractor – Floor Covering Installation	~~0.002017~~ 0.00250
238331	~~175~~	Contractor – Floor Finishing or Sanding	~~0.002017~~ 0.00250
236120	~~85~~	Contractor – General Contractor –Licensing required from the Alabama Licensing Board for General Contractors. ~~Builders or contractors or subcontractors, not elsewhere classified, whether done by special contract or in connection with or incidental to building or repair work, and in addition, for all work done by contractor for which an inspection permit was not obtained from Inspection Services.~~ The initial Contractor – General Contractor license shall be based on estimated gross receipts for the current year. If needed, the initial amount paid will be adjusted for overage or under payment and said adjustment will either be charged or credited when the license is renewed. Before a license account can be closed by the business, the account must be settled in full. For purposes of payment schedule: “Gross receipts” shall be defined as total businesses gross receipts, minus those amounts paid to “qualified subcontractors”, as defined below.	~~$120.00~~ 0.002500

		Qualified subcontractors: Those individuals/entities holding a current City of Mobile business license listing contractor as the license category not to include the exclusions listed below. No permit is to be issued by the city building inspector until the license is issued. Exclusions: Those individuals/entities whose primary business is not that of a contractor and/or those who hold a contractor's license for the sole purpose of the construction/maintenance of their own property.	
		~~No permit is to be issued by the city building inspector until the license~~ of ~~$120.00~~ is paid. ~~After work is completed, the builder shall report the actual cost of the work done or performed and shall pay the balance of the amount due.~~	~~0.02500~~
		~~NOTE: This shall include all dealers or persons contracting or agreeing for the compensation by way of percentage or commission from the owner, whether a maximum limit of costs is or is not guaranteed or agreed upon. The amount expended upon each said license or privilege tax is as otherwise provided for other retail merchants.~~	
238150	~~201.5~~	Contractor – Glass and Glazing work, not otherwise specified (see also 297.0R)	~~0.002353~~ 0.00250
236121		Contractor – Home Builder – Licensing required from the Alabama Home Builders Licensure Board The initial Contractor – Home Builder license shall be based on estimated gross receipts for the current year. If needed, the initial amount paid will be adjusted for overage or under payment and said adjustment will either be charged or credited when the license is renewed. Before a license account can be closed by the business, the account must be settled in full. For purposes of payment schedule:	0.002500

		"Gross receipts" shall be defined as total businesses gross receipts, minus those amounts paid to "qualified subcontractors", as defined below. *Qualified subcontractors:* Those individuals/entities holding a current City of Mobile business license listing contractor as the license category not to include the exclusions listed below. No permit is to be issued by the city building inspector until the license is issued. *Exclusions: Those individuals/entities whose primary business is not that of a contractor and/or those who hold a contractor's license for the sole purpose of the construction/maintenance of their own property.*	
238311	~~221~~	Contractor – Insulators—Insulating ice boxes, buildings, etc., against cold or heat, and where no other license for construction work has been obtained.	~~0.001975~~ 0.00250
237112	~~125.1K~~	Contractor – ~~Sp. Trd. Con.~~ Irrigation/Sprinkler	~~0.002323~~ 0.00250
238340	~~246.5~~	Contractor – Marble, Terrazzo, Tile and Mosaic Work ~~(same as Code 174.1R)~~	~~0.002052~~ 0.00250
238320	~~296~~	Contractor – Painters, Paper Hangers, Interior Decorators	~~0.002456~~ 0.00250
237310	~~301.5~~	Contractor – Paving Contractors – NOTE: This shall include all persons, firms or corporations contracting, or agreeing for the paving under a stipulation for compensation by way of percentage or commission from the customer, whether a maximum limit of costs is or is not guaranteed or agreed upon. The amount expended upon each said paving contract or job by the customer or owner shall fix the amount of the license under the schedule written above. The provisions of this section shall not apply for any paving work performed by paving contractors for any government agency of the United States, State of Alabama and the City and County of Mobile, Alabama. (1-4-66)	~~0.0036~~ 0.00250
238224	~~321~~	Contractor – Plumbers and/or Gas Fitters. Subject to state certification and verification of bond, required by inspection services~~, necessary~~. State Board license required.	~~0.002154~~ 0.00250

238912	~~352.1~~	Contractor – Septic Tanks. Building and/or Installing	~~0.002154~~ 0.00250
237311	~~361~~	Contractor – Sidewalks ~~contractor~~. No person or persons, firms, associations or corporations shall be permitted to lay any cement sidewalks or curbs in the city without first obtaining a permit from the city engineer. License must be shown to city engineer before permits are issued.	~~0.002161~~ 0.00250
~~238230~~	~~125.1P~~	~~Sp. Trd. Con. Plumbing or plumber~~	~~0.002323~~
238161	~~125.1Q~~	Contractor – ~~Sp. Trd. Con.~~ Roofing or Roofer – The Home Builders Licensure Board regulates licenses and requires residential roofers undertaking projects valued at more than $2,500 to hold a residential roofer's license. Must show proof of State Board license.	~~0.002323~~ 0.00250
238989	~~125.1V~~	Contractor – Sp. Trd. Con. Swimming Pools – State Board License Required	~~0.002323~~ 0.00250
237110	~~125.1R~~	Contractor – Water and Sewer, line and related structures construction: ~~237110~~	~~0.002323~~ 0.00250
237111	~~423~~	Contractor – Well—Diggers	~~0.002965~~ 0.00250
238190	~~292.0A~~	Contractor~~s~~ – Ornamental Metal Works contractors, installing	~~0.001975~~ 0.00250
~~611310~~	~~350.0A~~	~~Correspondence schools~~	~~0.003581~~
~~446120~~	~~126.0R~~	~~Cosmetics—Retail~~	~~0.002519~~
~~424211~~	~~126.0W~~	~~Cosmetics—Wholesale~~	~~0.002045~~
~~424993~~	~~127~~	~~Cotton buyers or brokers~~	~~0.000809~~
~~333111~~	~~128~~	~~Cotton compresses~~	~~0.000948~~
115111	~~129~~	Cotton Mill	0.001819
~~493113~~	~~130~~	~~Cotton storage~~	~~0.000948~~
~~541870~~	~~131~~	~~Coupon books. See trading stamps (Code 391)~~	~~0.002456~~

561492	~~131.1~~	Court Reporter/Legal Reporter	~~0.002807~~ 0.00285
561451	~~14~~	Credit – Agency, (credit rating bureaus) (consumer credit reporting agencies, mercantile reporting agencies and adjustment and collection agencies, excepting, however, the "at cost" Mobile Merchants Credit Association) ~~(same as Code 132)~~.	~~0.002807~~ 0.00285
~~561450~~	~~132~~	~~Credit associations (same as Code 14)~~	~~0.002807~~
~~321114~~	~~133~~	~~Creosoting (wood preserving)~~	~~0.001859~~
~~333294~~	~~134~~	~~Dairy machinery~~	~~0.001262~~
~~445296~~	~~134.0R~~	~~Dairy products—Retail. Board of health permit required before license can be issued.~~	~~0.002224~~
~~424430~~	~~134.0W~~	~~Dairy products—Wholesale. Board of health permit required before license can be issued.~~	~~0.000988~~
713995	~~135~~	Dance halls, Event Venue, or Night Clubs	~~0.00306~~ 0.00366
~~611420~~	~~350.0B~~	~~Data processing schools~~	~~0.003809~~
518210	~~136.2~~	Data Processing Services	~~0.002834~~ 0.00283
~~444221~~	~~229.1~~	~~Dealers in shrubbery~~	~~0.001504~~
~~454389~~	~~137~~	~~Dealers—in goods or commodities having no place of business in city, whether carrying stock or not.~~	~~0.00234~~
~~445111~~	~~138.0R~~	~~Delicatessen—Retail. Board of health permit required before license can be issued.~~	~~0.00127~~
~~424411~~	~~138.0W~~	~~Delicatessen—Wholesale. Board of health permit required before license can be issued.~~	~~0.000934~~
492210	~~140~~	Delivery Companies—(local deliveries)	~~0.002676~~ 0.00268
484114	~~411.0A~~	Delivery License $75,000 gross maximum – The gross receipts derived from the sale and any requisite setup or installation of all merchandise so delivered shall not exceed seventy-five thousand dollars ($75,000.00) during the license year; The delivery license shall be calculated in arrears, based on the related gross receipts during the preceding license year. Previous years gross receipts must be reported each renewal year.	$100.00

		If gross receipts during the preceding license year does not exceed $10,000 and the taxpayer has no other physical presence within the city or it's police jurisdiction, no license is required under this classification. This classification is not to be used for local delivery companies. If at any time during the current license year the taxpayer fails to meet the criteria specified, then within 45 days after any of the criteria have been violated or exceeded, the taxpayer shall purchase a business delivery license or other appropriate license from the city and may be subject to a penalty not to exceed ten dollars ($10). The issuance fee for this license shall not to exceed $10.00.	
541430	~~122.1~~	Design Services – Commercial Art and Graphics, with or without photography	0.002998
561611	~~144~~	Detective/Private Investigator - The detective must first obtain permit from chief of police. State Board License Required. See also Ch. 48 of the city code. Sec. 38-47 of Mobile Ordinance states Liability insurance prerequisite to issuance. Before a permit under the provisions of this article shall be issued by the city, the applicant for such permit shall first obtain and deposit with the city revenue department a comprehensive general liability policy with limits of one hundred thousand dollars ($100,000.00), three hundred thousand dollars ($300,000.00) for bodily injury and ten thousand dollars ($10,000.00) for property damage. All insurance policies required to be deposited with the city revenue department under the provisions of this section shall contain an endorsement providing for thirty (30) days' written notice to the revenue department of the city prior to any material change therein or cancellation thereof. (Code 1965, § 49A-11)	~~0.002464~~ 0.00290
~~812332~~	~~145~~	~~Diaper service companies~~	~~0.002998~~

454390	~~146.1~~	Direct Selling Establishments, not otherwise specified	~~0.003074~~ 0.00307
~~323119~~	~~147~~	~~Directories. Each person, firm or corporation making, compiling, selling or offering for sale any directory.~~	~~0.002456~~
511140	~~148~~	Directories—telephone. Soliciting ads and advertising	~~0.002368~~ 0.00346
212399	~~148.1~~	Dirt Pit	~~0.002003~~ 0.00253
	~~149~~	~~Disinfectants and/or insecticides~~	
~~621114~~	~~150~~	~~Doctors (same as Code 311, physician per individual practitioner)~~	~~0.002784~~
~~311812~~	~~153.0R~~	~~Doughnuts—Retail~~	~~0.003054~~
~~424492~~	~~153.0W~~	~~Doughnuts—Wholesale~~	~~0.003054~~
~~442291~~	~~416.0R~~	~~Drapery, curtain, upholstery, retail~~	~~0.00269~~
336611	~~155~~	Dry Docks	~~0.001866~~ 0.00235
	~~156~~	~~Dry goods—Notions and other~~	
~~314999~~	~~156.0R~~	~~Dry goods—Retail~~	~~0.002491~~
~~424310~~	~~156.0W~~	~~Dry goods—Wholesale~~	~~0.001908~~
~~485322~~	~~377.0E~~	~~Each limousine~~	~~$25.00~~
~~722214~~	~~156.1~~	~~Eating places or establishments, not otherwise classified. Board of health permit required before license can be issued.~~	~~0.003109~~
611710	156.2	Educational Services or Training not otherwise specified	~~0.003554~~ 0.00385
~~238219~~	~~159~~	~~Electric contractor, itinerant. Verification of bond, required by inspection services, necessary.~~	~~$500.00~~
~~238210~~	~~158~~	~~Electric contractors~~	~~0.002251~~
		~~NOTE: The words "electric contractors" means the doing of any work of electrical construction, installing any wiring or apparatus for electric light, heat or power, altering or changing or repairing any electric wiring or apparatus where the contractor deals with~~	

		~~the owner, tenant or agent of the property where such work is done.~~	
		~~Does not apply to contractor's employees. Verification of bond, required by inspection services, necessary.~~	
221122	~~157~~	Electric Light Companies, etc. State controlled. – For selling or distributing electrical current, an amount equal to three percent of the gross receipts for the business transacted in the **city** for the preceding year from the sale of electrical current sold or distributed from any point or points in the city ~~and the police jurisdiction on basis of one and one-half percent of said gross receipts~~. Additional licenses may be required for other activities, such as retail sales and service.	0.03
221123		Electric Light Companies, etc. State controlled. – For selling or distributing electrical current, an amount equal to one and one-half percent of the gross receipts for the business transacted in the city's **police jurisdiction** for the preceding year from the sale of electrical current sold or distributed from any point or points in the police jurisdiction on basis of one and one-half percent of said gross receipts. Additional licenses may be required for other activities, such as retail sales and service.	.015
221500		Electric Vehicle Power Distribution station – whether stand alone or a part of a store/station.	0.00209
~~423621~~	~~334.0W~~	~~Electrical appliances, television and radio—Wholesale~~	~~0.001454~~
~~238291~~	~~161.0A~~	~~Elevator installation~~	~~0.001975~~
238292	~~161~~	Elevators—Branches or agencies for elevator companies selling or repairing hydraulic, steam, electric, or any mode, or repairing same, including to the control box. Sales, installation, and repair	~~0.001798~~ 0.00250
561310	~~162~~	Employment Agency or Bureau	~~0.001826~~ 0.00285
339911	~~164~~	Engravers	~~0.002744~~ 0.00235
492211	~~165~~	Express Companies. State controlled. Commercially engaged in the city and sending packages from the city to any point. See Code of Ala. § 11-51-126.	$500.00
561710	~~166~~	Exterminators – Must hold state department of agriculture exterminators' certificate before applying for license.	~~0.004392~~ 0.00290

~~561719~~	~~167~~	~~Exterminators, itinerant~~	~~$500.00~~
~~423820~~	~~168~~	~~Farm equipment and implements~~	~~0.001262~~
~~444220~~	~~169.0R~~	~~Feed, grain, flour, seed, bag, etc.—Retail~~	~~0.002168~~
~~424913~~	~~169.0W~~	~~Feed, grain, flour, seed, bag, etc.—Wholesale~~	~~0.00059~~
~~444223~~	~~170.0R~~	~~Fertilizers—Retail~~	~~0.002168~~
~~424911~~	~~170.0W~~	~~Fertilizers—Wholesale~~	~~0.001248~~
~~453312~~	~~171~~	~~Fire or wreck sale of merchandise (except merchandise salvaged from fire in the city), no license to be issued for less than the full price for one year~~	~~$500.00~~
~~445220~~	~~174.0R~~	~~Fish and/or oyster dealers—Retail~~	~~0.001517~~
~~424460~~	~~174.0W~~	~~Fish and/or oyster dealers—Wholesale~~	~~0.00107~~
~~442210~~	~~174.1~~	~~Floor covering sales—Retail~~	~~0.002052~~
~~423221~~	~~174.2~~	~~Floor covering sales—Wholesale~~	~~0.001722~~
~~238339~~	~~176~~	~~Floor finishing, itinerant (see City Code, § 30-14)~~	~~$500.00~~
453110	~~177.0R~~	Florists—Retail	~~0.002834~~ 0.00209
424930	~~177.0W~~	Florists—Wholesale	~~0.002045~~ 0.00215
722331	~~177.4~~	Food items sold from vehicle (not applicable to farm products sold by grower)	~~0.001517~~ 0.00311
~~445299~~	~~177.5~~	~~Food stores not elsewhere classified~~	~~0.001476~~
~~424340~~	~~355.0W~~	~~Footwear—Wholesale~~	~~0.001687~~
~~332710~~	~~179~~	~~Foundry or machine shops~~	~~0.002656~~
~~488490~~	~~180~~	~~Freight inspection bureau~~	~~$250.00~~
	~~181~~	~~Freight trucks, see Code 402~~	

488512	180.1	Freight/Cargo Forwarding	$125.00
~~454388~~	~~182.0R~~	~~Frozen foods—Retail. Board of health permit required before license can be issued~~	~~0.00199~~
~~424420~~	~~182.0W~~	~~Frozen Foods—Wholesale. Board of health permit required before license can be issued~~	~~0.001022~~
~~424480~~	~~185~~	~~Fruit and produce dealers—Wholesale~~	~~0.001124~~
~~445231~~	~~184~~	~~Fruit—Retail~~	~~0.001675~~
~~561711~~	~~187~~	~~Fumigators. Must hold state department of agriculture exterminators certificate before city license may be applied for.~~	~~0.004392~~
~~337121~~	~~188.2~~	~~Furniture manufacturers~~	~~0.002148~~
~~811420~~	~~410.0A~~	~~Furniture repairing, cleaning redecorating and remodeling shops~~	~~0.003218~~
~~442111~~	~~188.1~~	~~Furniture, home furnishings and equipment stores not elsewhere classified~~	~~0.00227~~
~~448190~~	~~189~~	~~Furriers and fur shops~~	~~0.002888~~
~~424590~~	~~190~~	~~Furs, skins, pelts (furs raw)~~	~~0.001873~~
~~811493~~	~~191~~	~~Furs, skins, pelts—Repairing or storing furs, skins and pelts and garments made of them~~	~~0.003911~~
562111

562114	404	~~Trucks~~ Garbage Hauling—Trucks for hire hauling garbage, garbage valet services – will also need 562113 for number of trucks.	~~0.002196~~ 0.00220
~~454313~~	~~196.0R~~	~~Gas and air products—Retail~~	~~0.002519~~
~~424691~~	~~196.0W~~	~~Gas and air products—Wholesale~~	~~0.002045~~
221210	~~193~~	Gas Companies – Each person, firm or corporation engaged in the business of selling or distributing natural gas in the **City** for any purpose whatsoever in an amount equal to three percent (3%) of the gross receipts of the business transacted for the preceding year from the sale or distribution of such gas, except that said rate shall be two percent (2%) of said gross receipts from the sale or distribution of such gas and all sales or deliveries thereof from without the City directly to industrial consumers in the City. ~~The provisions of the above paragraph are to be applied to operation in the police jurisdiction on the basis of one and one-half percent (1 ½%) and one percent (1%) respectively, on said gross receipts.~~ Provided that the regression table that follows the calculation method set out in Section 34-42© of this Chapter, shall not apply to any licenses issued to gas companies under this provision. Additional licenses may be required by other activities such as retails sales, etc.	0.03
221211		Gas Companies – Each person, firm or corporation engaged in the business of selling or distributing natural gas in the **Police Jurisdiction** of the City for any purpose whatsoever in an amount equal to one and one-half percent (1 ½%) of the gross receipts of the business transacted for the preceding year from the sale or distribution of such gas, except that said rate shall be two percent (1%) of said gross receipts from the sale or distribution of such gas and all sales or deliveries thereof from without the City directly to industrial consumers in the Police Jurisdiction. Provided that the regression table that follows the calculation method set out in Section 34-42© of this Chapter, shall not apply to any licenses issued to gas companies under this provision. Additional licenses may be required by other activities such as retails sales, etc.	.015

~~238222~~	~~198~~	~~Gas fitters, when another license paid for any other business engaged in or by gas companies. Verification of bond, required by inspection services, necessary.~~	~~$120.00~~
~~238228~~	~~197~~	~~Gas fitters. Same as plumbers, see Code 321. Verification of bond, required by inspection services, necessary.~~	~~0.002154~~
~~443113~~	~~199.0R~~	~~Gas stoves or fixtures—Retail~~	~~0.00201~~
~~423721~~	~~199.0W~~	~~Gas stoves or fixtures—Wholesale~~	~~0.001873~~
424710	~~194.5~~	Gasoline Fuel Distributors or Dealers - (a) Gasoline fuel distributors or dealers selling, supplying or delivering gasoline or other motor fuels or lubricating oils or greases to any manufacturer or remanufacturer of engines, **employing at least 750 workers, where such fuels, oils or greases are used or consumed, or withdrawn from storage and used solely and exclusively for the fixed or static testing of such engines (which sales are specifically exempted from provisions of the two cents per gallon gasoline and motor fuel sales license tax by exemption ordinance 34- 139 adopted September 16, 1969, and as amended by ordinance numbered 34-147 adopted September 13, 1969 and ordinance numbered 34-181 adopted November 18, 1969), or $120.00, (and this license shall be in addition to all other licenses required of such firms**); provided, (b) That any such manufacturer or remanufacturer of engines described in paragraph (a) above, which uses and/or withdraws from storage the fuels, oils or greases named above for the use or consumption specified in paragraph (a) above, **may pay the privilege license tax equal to 0.003000 of the gross purchase price of such fuels, oils and greases so used and/or withdrawn from storage and used or consumed in the manner described in paragraph (a), or the $120.00, and this license shall be in addition to all other licenses required of such firms**; Provided that, where the license specified in paragraph (a) or paragraph (b) on the sale, use or consumption, distribution, storage or withdrawal from storage of such fuels, oils or greases shall have been paid to the city revenue officer by a distributor, or dealer, or manufacturer or remanufacturer as storer or user thereof, such payment shall be sufficient, the intent being that the license shall be paid but once. Must also have code 424723.	

424723	~~287~~	Oils Truck. – Each person, firm or corporation selling as agent, lubricating, per truck illuminating, fuel, gasoline, butane, propane, or other oil products, shall pay for the privilege of engaging in such business within the corporate limits a privilege tax at the rate of $50.00 per annum for each truck used in said business whether said truck be owned by such agent or not. In addition to this license, there is a monthly license tax of two cents per gallon of gasoline or gasoline substitutes sold.	$50.00
~~424313~~	~~201.0W~~	~~Gift shop—Wholesale~~	~~0.002045~~
999001	~~201.7~~	Going-out-of-Business/special sales (non-renewable). Must comply with City Code Section 56.	$120.00
~~423949~~	~~202~~	~~Gold and other itinerant buyers—City ordinances must be complied with~~	~~$500.00~~
713910	~~203~~	Golf Links/Courses	0.00433
~~452991~~	~~203.5~~	~~Goods stores not elsewhere classified~~	~~0.001476~~
562119	~~191.5G~~	Grease Disposal Service (septage and grease hauler) provided that proof of liability insurance is filed with the revenue director, said liability insurance to be in the amounts required by the safety responsibility laws of the state, and said liability insurance to contain a provision that the same shall not be cancelled until the city revenue officer is given at least thirty (30) days' notice of said cancellation, said liability insurance to remain and continue in full force and effect during the term of any license issued hereunder, and provided further that an inspection certificate for each truck or motor vehicle is obtained from the chief of police pursuant to the provisions of chapter 25 (as amended) of the Mobile City Code.	~~0.002635~~ 0.00264
561612	~~205.1~~	Guard Service - any security officer, armed security officer, or contract security company providing private security services in this city must present a copy of their Alabama Security Regulatory Board license or certification. See also Ch. 48 of the city code.	~~0.002464~~ 0.00290

~~327420~~	~~206~~	~~Gypsum plant~~	~~0.002896~~
~~444130~~	~~207.0R~~	~~Hardware—Retail~~	~~0.002126~~
~~423710~~	~~207.0W~~	~~Hardware—Wholesale~~	~~0.00197~~
~~444196~~	~~415.0A~~	~~Hardwood veneer and plywood~~	~~0.001146~~
~~812322~~	~~208~~	~~Hat cleaning and renovating~~	~~0.003774~~
622310	~~339.8~~	Health – Rehabilitation and/or Recovery Centers	0.004466
623110	~~339.9~~	Health – Rest, Convalescent and/or Nursing Homes	~~0.00293~~ 0.00447
621399	~~209.1~~	Health and Allied Services, not elsewhere classified	0.00337
713940	~~209~~	Health Club, reducing salons, fitness center, gymnasium	~~0.003829~~ 0.00383
621498	~~209.2~~	Health – Out-Patient Care Center	~~0.00227~~ 0.00290
~~446199~~	~~210.0R~~	~~Hearing aid devices—Retail~~	~~0.002519~~
~~423451~~	~~210.0W~~	~~Hearing aid devices—Wholesale. All persons or firms engaged in accepting orders or selling hearing aid devices of any type.~~	~~0.001873~~
~~423223~~	~~416.0W~~	~~Home furnishings, wholesale~~	~~0.001722~~
~~561721~~	~~212~~	~~House cleaning~~	~~0.002566~~
~~238994~~	~~213~~	~~House mover—Verification of bond, required by inspection services, necessary.~~	~~0.002491~~
~~238915~~	~~214~~	~~House wrecker—Verification of bond, required by inspection services, necessary. Note: The term "house wrecker" as used in this section is defined as one who demolishes houses and sells old lumber and brick, etc.~~	~~0.002052~~
~~311520~~	~~215~~	~~Ice cream manufacturers~~	~~0.002237~~
722330	~~216~~	Ice cream peddlers	~~0.002024~~ 0.00311
~~424991~~	~~218.0W~~	~~Ice dealer—Wholesale~~	~~0.002045~~

~~312113~~	~~219~~	~~Ice factories~~	~~0.003698~~
562113	~~191.5T~~	~~In addition thereto, for each truck or motor vehicle used in the hauling of garbage for hire there shall be affxed a city decal~~	~~$25.00~~
524126	~~222~~	Insurance - (a) Fire and Marine insurance companies. **City** $4.00 on each $100.00 and major fraction thereof of the gross premiums on policies issued for the preceding calendar year on property located in the city and police jurisdiction thereof, less premiums returned by cancellation provided that each person, firm, or corporation which has not done business in the city shall pay a license of $100.00 and there shall be an adjustment at the expiration of the year of such license according to the schedule hereinabove specified. ~~(b) Other insurance companies. Each person, firm or corporation doing any other kind of business than those specified in subdivisions (a), (c) and © shall pay $50.00 and $1.00 on each $100.00 and major fraction thereof of gross premiums received, less the premiums returned by cancellation, received during the preceding year on policies issued during the preceding year to citizens of the city and police jurisdiction thereof. Provided, that each person, firm or corporation which has not done business during the preceding year in the city shall pay a flat minimum license of $50.00 for the year or less time. (c) Persons, firms or corporations writing own insurance shall pay same license as other agents or agencies. Provided, that this shall not apply to Knights of Pythias, Odd Fellows and such incorporated fraternal orders.~~ It is hereby provided that on the first day of January of each year or within 60 days thereafter, each insurance company or person engaged in such business shall furnish the city revenue officer a statement in writing duly authorized and certified by someone authorized to make the same, showing the full and true gross amount of such premiums, less return premiums, received during the year, and shall accompany such statement with the amount of the license due. Failure to furnish such statement shall constitute just cause to decline issuance of a license to such person. A policy which is amended to add additional property or persons within it coverage at the time is is renewed becomes in the next year a policy “issued during the preceding year”. The premiums received	0.04

		from such a policy would be subject to the license tax. If there are return premiums only, then enter 0.	
524129		Insurance - (a) Fire and Marine insurance companies. **Police Jurisdiction** - $2.00 on each $100.00 and major fraction thereof of the gross premiums on policies issued for the preceding calendar year on property located in the police jurisdiction thereof, less premiums returned by cancellation. It is hereby provided that on the first day of January of each year or within 60 days thereafter, each insurance company or person engaged in such business shall furnish the city revenue officer a statement in writing duly authorized and certified by someone authorized to make the same, showing the full and true gross amount of such premiums, less return premiums, received during the year, and shall accompany such statement with the amount of the license due. Failure to furnish such statement shall constitute just cause to decline issuance of a license to such person. A policy which is amended to add additional property or persons within its coverage at the time is renewed becomes in the next year a policy "issued during the preceding year". The premiums received from such a policy would be subject to the license tax. If there are return premiums only, then enter 0.	.02
~~524291~~	~~2.5~~	~~Accident investigators (adjusters – see Code 223, Insurance adjusters)~~	~~0.002464~~
524293	~~223~~	Insurance Adjusters	~~0.002539~~ 0.00286
524113		Insurance – Life/Accident/Other – **City** $50.00 and $1.00 on each $100.00 and major fraction thereof of gross premiums on policies issued for the preceding calendar year on property located in the police jurisdiction thereof, less premiums returned by cancellation. A policy which is amended to add additional property or persons within its coverage at the time is renewed becomes in the next year a policy "issued during the preceding year". The premiums received from such a policy would be subject to the license tax. If there are return premiums only, then enter 0. It is hereby provided that on the first day of January of each year or within 60 days thereafter, each insurance company or person engaged in such business shall furnish the city	$50.00 flat fee plus .01 of gross receipts

		revenue officer a statement in writing duly authorized and certified by someone authorized to make the same, showing the full and true gross amount of such premiums, less return premiums, received during the year, and shall accompany such statement with the amount of the license due. Failure to furnish such statement shall constitute just cause to decline issuance of a license to such person.	
524115		Insurance – Life/Accident/Other – PJ – **Police Jurisdiction** - $.50 on each $100.00 and major fraction thereof of the gross premiums on policies issued for the preceding calendar year on property located in the police jurisdiction thereof, less premiums returned by cancellation. A policy which is amended to add additional property or persons within its coverage at the time is renewed becomes in the next year a policy "issued during the preceding year". The premiums received from such a policy would be subject to the license tax. If there are return premiums only, then enter 0. It is hereby provided that on the first day of January of each year or within 60 days thereafter, each insurance company or person engaged in such business shall furnish the city revenue officer a statement in writing duly authorized and certified by someone authorized to make the same, showing the full and true gross amount of such premiums, less return premiums, received during the year, and shall accompany such statement with the amount of the license due. Failure to furnish such statement shall constitute just cause to decline issuance of a license to such person.	.005 of gross receipts
~~424469~~	~~351.01~~	~~Itinerant wholesale dealers, as defined in City Code, chapter 30.~~	~~$500.00~~
561740	~~100~~	Janitorial – Carpet or rug cleaners	~~0.003397~~ 0.00285
561720	~~223.5~~	Janitorial Service	~~0.002566~~ 0.00285
~~453995~~	~~223.6~~	~~Janitorial supplies~~	~~0.002203~~
~~423940~~	~~224.0W~~	~~Jewelry – Wholesale~~	~~0.001812~~
		~~JUKE BOXES~~	
561733	~~125.1L~~	Landscape ~~–~~ ~~Sp. Trd. Con.~~ Landscape/lawn care – State Board License Required	~~0.002323~~ 0.00290

~~541320~~	~~229~~	~~Landscape gardener~~	~~0.00267~~
812320	~~230~~	Laundries and Dry Cleaning	~~0.003739~~ 0.0040
812310	~~231~~	Laundries—Automatic	~~0.004481~~ 0.0040
561730	~~229.2~~	Lawn and Garden Service	~~0.002909~~ 0.00291
~~448320~~	~~233.0R~~	~~Leather goods—Retail~~	~~0.002698~~
~~424992~~	~~233.0W~~	~~Leather goods—Wholesale~~	~~0.001873~~
812331	~~234~~	Linen Supply Companies	~~0.002429~~ 0.0040
~~445312~~	~~235~~	~~Liquor—Retail—No license for the sale of liquor shall be transferable from one person to another. In addition to this license, there is a license tax of five percent on all purchases of liquor, from ABC stores, charged.~~	~~$650.00~~
~~445313~~	~~235.1~~	~~Liquor—Retail, private clubs.—Any yachting club 44ffiliated with the Southern Yachting Association, any veterans club 44ffiliated with a national veterans organization, any fraternal and benevolent club 44ffiliated with a national organization, may obtain this license for the sale of liquor at retail, and shall not be required to purchase any other license for the sale of liquor—Ten percent of the amount of all purchases of liquor and/or wines from state ABC stores during the preceding calendar year, or $50.00, whichever sum is greater. (Adopted 9-15-62)~~	~~0.144~~
~~323110~~	~~235.3~~	~~Lithographers~~	~~0.002526~~
522291	~~266~~	Loan – Money Lenders	~~0.002868~~ 0.00287
522296	~~359~~	Loan – Short Loan / Pay Day Loan (licensed small loan lenders)	~~0.002402~~ 0.00287
561622	~~236~~	Locksmiths – State Board License Required	~~0.002916~~ 0.00290
721110	~~211~~	Lodging – Hotels (Note: This is in addition to the license commonly called the "Room/Lodging Tax"). This license does not include the license for restaurants and other secondary businesses operating in connection with the renting of rooms.	0.003883

		Board of health permit required before license can be issued.	
721313	~~211.0A~~	Lodging – ~~Hotels,~~ Rooming Houses, Bed and Breakfast, Camps. Board of health permit required before license can be issued.	0.00388~~3~~
~~423994~~	~~238~~	~~Log, timber or lumber merchant. Each dealer engaged in buying, receiving or otherwise handling or storing logs, timber, cross ties or paper mill wood or logs either for himself or as an agent.~~	~~0.002224~~
~~423319~~	~~239.0V~~	~~Lumber dealer – And in addition to the above licenses such itinerant or transient or out-of-city dealer shall pay for each horsedrawn or mechanically propelled vehicle operated in connection with such itinerant or transient or out-of-city business and making deliveries of lumber or lumber products to any person, firm or corporation other than lumber manufacturers, wholesale or retail lumber dealers or retail dealers in building materials as defined in this section, in the city or its police jurisdiction, which does not bear on the side of each such vehicle in clearly visible letters the name and address of the owner thereof, shall pay for each such vehicle an additional license of $50.00.~~	
~~444199~~	~~239.0C~~	~~Lumber dealer —Itinerant or transient $120.00. Itinerant or transient or dealers located outside the city or its police jurisdiction. Each itinerant or transient person or firm or corporation or each person, firm or corporation located outside the city or its police jurisdiction, dealing in selling or delivering lumber, or lumber products, either wholesale or retail, within the city limits of the city, or its police jurisdiction to any person, firm or corporation, except to a lumber manufacturer, a wholesale or retail lumber dealer or a retail dealer in building materials, as defined in this section who has paid a license as required by the city; and not maintaining a lumber yard, storage, sales or processing facilities within the city or its police jurisdiction and any agent, salesman or deliveryman for such transient or itinerant or out-of-city dealer doing any of these acts in the city.~~	~~$300.00~~
~~444198~~	~~239.0P~~	~~In the police jurisdiction~~	~~$150.00~~
		~~Lumber—Manufacture~~	

		~~Lumber—Retail~~	
~~722215~~	~~240~~	~~Lunchrooms or stands~~	~~0.003109~~
332711	~~241~~	Machine Shop and/or Wire Work	~~0.002656~~ 0.00235
~~532490~~	~~243.0A~~	~~Machinery and tools—For hire~~	~~0.003581~~
~~238995~~	~~243.0B~~	~~Machinery and tools—For hire (with operator)~~	~~0.002676~~
454113	~~243.1~~	Mail Order Sales	~~0.002382~~ 0.00238
~~331511~~	~~243.2~~	~~Malleable iron foundries~~	~~0.001722~~
561110	~~243.3~~	Management, Consulting and/or Public Relations Service – (Not Realty)	~~0.002896~~ 0.00285
~~325320~~	~~149.0M~~	~~Manufacture (M)~~	~~0.001866~~
339113	~~30~~	Manufacturing – Artificial Limbs. Each person, firm, or corporation manufacturing, making and/or selling artificial limbs, trusses, braces, or similar appliances.	~~0.00306~~ 0.00235
337110	~~94~~	Manufacturing – Cabinet Makers—Including, but not limited to, those orders delivered in the city.	~~0.002395~~ 0.00235
339999	~~245~~	Manufacturing – Not Otherwise Specified. The term "manufacturer" as used herein is to include each person, firm, corporation, or association engaged in manufacturing, processing, extracting or refining.	~~0.002512~~ 0.00235
~~321918~~	~~246~~	~~Manufacturers, mill work~~	~~0.00201~~
336411	~~21.0AM~~	Manufacturing – Aircraft ~~manufacturing~~	~~0.002642~~ 0.00235
335911	~~58.1~~	Manufacturing – Batteries, Storage~~—Industrial~~	~~0.001826~~ 0.00235
312111	~~76~~	Manufacturing – Bottled Soft Drinks (bottled and canned soft drinks and carbonated waters). Manufacturers of, or bottlers of, or agents or distributors of, whether bottled in the city or not. The above license is not to include any business for which a license is specifically required by any other subsection of this schedule, and shall apply to consigned and warehouse stocks, whenever sold or distributed from local warehouses, as well as	~~0.002333~~ 0.00235

		purchased stock. Board of health permit required before license can be issued.	
327310	~~104~~	Manufacturing – Cement Manufacturing Plant	~~0.00131~~ 0.00235
327320	~~124~~	Manufacturing – Concrete and/or Road Material Plants (whether mixed in trucks or not)	~~0.002484~~ 0.00235
339116	~~141~~	Manufacturing – Dental Laboratories	~~0.003527~~ 0.00235
315292	~~192~~	Manufacturing – Garment Manufacturers (apparel and other finished products)	~~0.001859~~ 0.00235
333999	~~196.0M~~	Manufacturing – Gas and Air Products~~— Manufacturer~~	~~0.001928~~ 0.00235
336613	~~247~~	Manufacturing – Marine and Industrial Metal Working Plant, including repair and building of vessels, repair, building and manufacturing of machinery, machine parts and all welding and blacksmith shops, (but not including tin shops that are not required to take out contractor's license).	~~0.001866~~ 0.00235
321993	~~393.0C~~	Manufacturing – Mobile home, manufacture	~~0.000974~~ 0.00235
322121	~~300~~	Manufacturing – Paper Mill	~~0.001414~~ 0.00235
326199	~~318.0M~~	Manufacturing – Plastic Products, miscellaneous manufacture	~~0.002065~~ 0.00235
321991	~~327.0M~~	Manufacturing – Prefabricated House	~~0.001592~~ 0.00235
324123	~~344~~	Manufacturing – Roofing Materials, manufacturing plant	~~0.002388~~ 0.00235
321999	~~430~~	Manufacturing – Woodworking manufacturers	~~0.00241~~ 0.00235
321112	~~239.0M~~	Manufacturing~~,~~ - Lumber (Sawmills and Plaining Mills, general) – As used herein, the term "lumber manufacturing" is defined as the operation of a sawmill, concentration yard, or plaining mill, either actually manufacturing lumber from logs and/or processing it for shipment in wholesale lots. The concentration of unfinished lumber for shipment in wholesale lots by carload or truckload is recognized	~~0.002114~~ 0.00235

		as manufacturing and not a wholesale dealer of lumber.	
488320	~~247.1~~	Marine Cargo Handling, including stevedoring handling	~~0.001558~~ 0.00283
621397	~~248.1~~	Massage Therapist – State Board License Required. Must meet criteria set forth in City Code § 8-41.	0.00337
812199	~~248~~	Masseurs (Massage Parlors). Subject to existing police code requirements. Massaging by machines and/or by hand. Provided, the word "machine" as used in this section shall include all types or kinds of massage machines, reducing machines or other apparatus used for massage or reducing except that this schedule shall not apply to such machines operated by licensed physicians. See also City Code Ch 8, Article III	~~0.003911~~ 0.0040
~~337910~~	~~249~~	~~Mattress manufacturer~~	~~0.00208~~
~~811422~~	~~250~~	~~Mattress renovators or repairers~~	~~0.002107~~
~~424471~~	~~294.0A~~	~~Meat packing plants (for meat sales see Code 252.2)~~	~~0.000934~~
~~424470~~	~~252.2~~	~~Meats and meat products—Wholesale. Board of health permit required before license can be issued.~~	~~0.000778~~
~~812992~~	~~255~~	~~Mediums (same as clairvoyants, subsection (a) Code 116)~~	~~$1,000.00~~
~~448110~~	~~117.1A~~	~~Men's and boys' clothing and furnishings stores~~	~~0.002526~~
~~561452~~	~~256~~	~~Mercantile reporting agencies~~	~~0.002807~~
~~452992~~	~~258~~	~~Merchants retail trade (see Code 341.5)~~	~~0.00159~~
~~423995~~	~~259~~	~~Merchants wholesale trade (see Codes 426.0A and 426.0B).~~	~~0.001736~~
~~454399~~	~~257~~	~~Merchants, itinerants and comply with § 23-27, City Code; in addition, $150.00 tax deposit is required.~~	~~$500.00~~
561421	~~260~~	Messenger Service. Carrying, receiving, or delivering messages within the city, not to apply to receiving and delivering telegraph service.	~~0.002456~~ 0.00285
~~454393~~	~~261.0R~~	~~Milk dealers (truck delivery)—Retail~~	~~0.002519~~
~~424432~~	~~261.0W~~	~~Milk dealers (truck delivery)—Wholesale~~	~~0.000988~~

~~448151~~	~~262.0R~~	~~Millinery—Retail~~	~~0.002504~~
~~424311~~	~~262.0W~~	~~Millinery—Wholesale~~	~~0.001585~~
~~511199~~	~~264~~	~~Mimeographing, multigraphing, etc. For engaging in mimeographing, multigraphing, or similar kind of business (excluding lithographing and printing).~~	~~0.003554~~
561439	~~353.2~~	Miscellaneous – Business Services Not Elsewhere Classified	~~0.002676~~ 0.00285
		~~Miscellaneous manufacturing industries~~	
		~~Miscellaneous personal services -~~	
	~~353~~	~~Services, not otherwise specified, when not in conflict with any other section of this Code. Each person, firm or corporation operating or performing such service shall pay the license specified for whatever licensed service is most similar from a competitive standpoint.~~	
~~812196~~	~~353.1~~	~~Miscellaneous personal services~~	~~0.003911~~
453930	~~393.0A~~	Mobile Home Dealers	~~0.001366~~ 0.00209
453931	~~265.5~~	Mobile Home~~s~~ – Parts ~~(see Code 393) (Mobile home retail parts—see Code 341.5)~~	~~0.001366~~ 0.00209
	~~267~~	~~Monuments, tombstones, statuary~~	
512132	~~273~~	Motion Picture Theaters—Drive-in only	~~0.002608~~ 0.00303
512131	~~384~~	Motion Pictures- Theatres, moving pictures	~~0.00271~~ 0.00303
512120	~~272~~	Motion Pictures or T.V. film, not elsewhere classified	~~0.003032~~ 0.00303
~~512133~~	~~271~~	~~Moving pictures~~	~~0.003032~~
~~451140~~	~~314.0R~~	~~Music store—Retail~~	~~0.002395~~
~~451220~~	~~274.0R~~	~~Music stores—Retail~~	~~0.002395~~

~~423992~~	~~274.0W~~	~~Music stores—Wholesale~~	~~0.001873~~
~~423996~~	~~314.0W~~	~~Music store—Wholesale~~	~~0.001873~~
512240	~~275~~	Music Studio and Outlets. – Music studios furnishing music to places of business by wire connections or remote control, for hire. Places receiving music so furnished and charging therefor.	~~0.003658~~ 0.00303
~~325191~~	~~276~~	~~Naval stores~~	~~0.002628~~
451212	~~281~~	News Stands	~~0.001901~~ 0.00209
~~453221~~	~~282.0R~~	~~Notions and novelties—Retail~~	~~0.00269~~
~~424312~~	~~282.0W~~	~~Notions and novelties—Wholesale~~	~~0.001908~~
~~424120~~	~~283.5W~~	~~Office and stationery supplies—Wholesale~~	~~0.002126~~
~~442112~~	~~283.0R~~	~~Office equipment, fixtures—Retail~~	~~0.002368~~
~~423422~~	~~283.0W~~	~~Office equipment, fixtures—Wholesale~~	~~0.002244~~
~~453212~~	~~283.5R~~	~~Office forms and supplies—Retail~~	~~0.00234~~
211111	~~286~~	Oil and Gas Extraction	~~0.002526~~ 0.00253
~~324191~~	~~284.0R~~	~~Oil dealers (crude or fuel oil exclusively)—Retail~~	~~0.000974~~
324110	~~290~~	Oil Refinery	~~0.001002~~ 0.00253
~~424721~~	~~288.0W~~	~~Oil-grease—Wholesale~~	~~0.002045~~
~~446130~~	~~291.0R~~	~~Opticians, or optical dealers—Retail~~	~~0.002368~~
~~423460~~	~~291.0W~~	~~Opticians, or optical dealers—Wholesale~~	~~0.002287~~
	~~292~~	~~Ornamental iron, wire and brass installations, including fences, elevator enclosures, window guards, etc.~~	
~~445221~~	~~293.0R~~	~~Oysters—Retail (meat and fish (seafood) markets)~~	~~0.001517~~

~~424461~~	~~293.0W~~	~~Oysters—Wholesale (fish and seafoods)~~	~~0.00107~~
~~311612~~	~~294~~	~~Packing house companies—Wholesale meat dealers and/or packing house products~~	~~0.001085~~
~~325510~~	~~295~~	~~Paint manufacturers~~	~~0.002038~~
~~444120~~	~~297.0R~~	~~Paint, glass and wallpaper stores—Retail~~	~~0.00227~~
~~424950~~	~~297.0W~~	~~Paints, varnishes and supplies—Wholesale~~	~~0.002024~~
	~~297~~	~~Paints, wallpaper, etc.—Retail and wholesale~~	
~~322224~~	~~299~~	~~Paper bag manufacturing plant~~	~~0.001469~~
~~452993~~	~~298.0R~~	~~Paper or paper bags—Retail~~	~~0.002368~~
~~424130~~	~~298.0W~~	~~Paper or paper bags—Wholesale~~	~~0.00164~~
812931	~~301.0B~~	Parking Garage or structures	~~0.0028~~ 0.00355
812930	~~301.0A~~	Parking Lots – Any person offering parking space on private property located within a one-mile radius of Ladd-Peebles Stadium for rental on days when football games, sporting events, special events or concerts are scheduled at Ladd-Peebles Stadium shall be exempt from the requirement to obtain a business license, provided that such person owns the private property on which parking space is being offered for rent; or, if the person offering parking space for rent on such days is not the owner of the private property on which parking space is being offered for rent, such person must first obtain written permission from the property owner to use the private property to provide parking space for rent on such days. Additionally, any person offering parking space on private property located within a one-mile radius of any City of Mobile Mardi Gras parade route for rental on days when Mardi Gras parades are scheduled shall be exempt from the requirement to obtain a business license, provided that such person owns the private property on which parking space is being offered for rent; or, if the person offering parking space for rent on such days is not the owner of the private property on which parking space is being offered for rent, such person must first obtain written permission from the	~~0.0028~~ 0.00355

		property owner to use the private property to provide parking space for rent on such days. These exemptions are applicable only to natural persons and/or any organization organized and operated exclusively for charitable, religious, educational, or other exempt purposes as set forth in section 501©(3) of the United States Internal Revenue Code. Offering parking space pursuant to these exemptions shall not constitute a violation of any other City of Mobile ordinance regarding parking. These exemptions have no effect on any previously recorded subdivision covenants or restrictions.	
	~~301~~	~~Parking lots or storage garages~~	
487990	~~362.0A~~	Passenger Transportation – Airplanes/helicopters for sightseeing	~~0.002491~~ 0.00349
487991	~~362.0D~~	Passenger Transportation – All Other ~~for sightseeing~~	~~0.002986~~ 0.00349
487210	~~362.0B~~	Passenger Transportation – Boats for sightseeing	~~0.005921~~ 0.00349
485114	~~87~~	Passenger Transportation – Bus Companies—Operating on streets of city by a private firm providing municipal bus service (local and suburban transit)	~~0.002539~~ 0.00246
488491	~~88~~	Passenger Transportation – Bus Depot—State controlled license	$300.00
487110	~~362.0C~~	Passenger Transportation – Buses for sightseeing	~~0.002539~~ 0.00349
487111	~~90.0A~~	Passenger Transportation – Buses. Each motor vehicle with a seating capacity of seven passengers or less, as provided in connection with passenger business, each	$35.00
485312	~~377.0C~~	Passenger Transportation – Decal Each taxicab or limousine (subject to City Code, chapter 59)	$25.00
~~485313~~	~~378~~	~~Passenger Transportation – Driver Badge—1st year~~	~~$15.00~~
~~485314~~	~~378.0A~~	~~Passenger Transportation – Driver Badge—Renewal~~	~~$10.00~~
~~485315~~	~~378.0B~~	~~Passenger Transportation – Driver Badge—Replacement if lost~~	~~$5.00~~
485320	~~377.0D~~	Passenger Transportation – Limousines (subject to Mobile City Code, chap. 59) Will also need 485312 (decal)	~~0.002382~~ 0.00246

485310	~~377.0A~~	Passenger Transportation – Taxi Cab Companies as defined in chapter 59, Mobile City Code. Will also need 485312 (decal), and driver badge 1st year, driver badge renewal from PD.	~~0.002382~~ 0.00246
485311	~~377.0B~~	Passenger Transportation – Taxi Cab Stands, per stand per year	$50.00
487112	~~90.0B~~	Passenger Transportation – with seating capacity of more than seven passengers	$50.00
522298	~~302~~	Pawnbrokers - giving bond as per ordinance And no person who has not taken out license and given bond as herein provided, shall offer by sign, advertisement or other publication, goods as pawned or pawnbroker goods. And this shall not include the sale of any goods other than those received as pledges. See also Ch. 53 of city code – Will also need 453310 retail license	$500.00
454383	~~303~~	Peddlers – annual license Peddlers: All persons or businesses primarily engaged in retailing merchandise via direct sale to the customer by means of a small and temporary location, such as stand, booth, tent, table, truck, wagon, trailer, or any other type of portable stall whatsoever. A peddler's license does not authorize a person or business to engage in any house-to-house activity, solicit at private residences, or to operate a food truck. For any peddler's license, the term "display area" includes the total aggregate square foot area occupied by any combination of a booth, tent, table, truck, wagon, trailer, or any other type of portable stall whatsoever. The following conditions apply: (1) The display area may not exceed 40 square feet. (2) No activity is permitted in any one fixed location for more than 30 days for any calendar year. (3) Without prior written city approval, this license does not permit the placement of any stand, booth, table, display, tent, vehicle, trailer, or any other structure whatsoever on any city property or within the city's rights-of-way. (4) All activities must comply with all city zoning regulations as well as any other applicable city, state, and federal regulations. (5) No activity between the hours of 11:00 p.m. and 6:00 a.m. is authorized pursuant to this license. (6) Written authorization from the property owner or another person who is legally authorized to grant authorization is required prior to conducting any	$50.00, plus $70.00 tax deposit.

		activity on any property not owned by the licensee. The licensee must possess and be able to produce said written authorization at all times while conducting any activity on any property not owned by the licensee. Exception: This license is not valid for peddlers within the Hank Aaron Loop or for any area extending 500 feet from the boundaries of the Hank Aaron Loop for the 30-day period prior to and including Mardi Gras Day.	
454398	~~306.2~~	Peddlers, Mardi Gras. On foot, basket or cart, each – The license is valid only 30 days prior to and including Mardi Gras Day. NOTE: All peddlers are subject to police regulations.	$500.00
454397	~~306.1~~	Peddlers, Mardi Gras. Stand, booth, table, tent, vehicle, or trailer. License shall be valid only 30 days prior to and including Mardi Gras Day for the area within the Hank Aaron Loop or for any area extending 500 feet from the boundaries of the Hank Aaron Loop. The following conditions apply: (1) The display area may not exceed 200 square feet. (2) Without prior written city approval, this license does not permit the placement of any stand, booth, table, display, tent, vehicle, trailer, or any other structure whatsoever on any city property or within the city's rights-of-way. (3) All activities must comply with all City zoning regulations as well as any other applicable City, State, and Federal regulations. (4) No activity between the hours of 11:00 p.m. and 6:00 a.m. is authorized pursuant to this license. (5) Written authorization from the property owner or another person who is legally authorized to grant authorization is required prior to conducting any activity on any property not owned by the licensee. The licensee must possess and be able to produce said written authorization at all times while conducting any activity on any property not owned by the licensee. Exception: Any business which sets up a booth, stand, or tent during Mardi Gras on property where it is licensed to do business year- round is not required to obtain the additional license provided for in this	$1,000.00

		subparagraph. The gross proceeds derived from the sales from these "on property" Mardi Gras booths, stands or tents must be included in the measure of the annual business license and taxes must be paid and reported on the next regularly scheduled tax period.	
812112	~~307.5~~	Personal Services—Including, but not limited to, hair, nail, facial, skin, ~~and massage~~ (other services not herein specified) – State Board License Required	~~0.00396~~ 0.0040
812115		Personal Services – Cosmetology/Barbering Shop – State Board License Required as defined in ALA CODE 34-7B-1 – Any place where barbering or cosmetology is practiced. Only a properly licensed person, who is not an apprentice or student, may operate a shop.	0.0040
812910		Pet Services – Grooming, sitting, walking, etc.	0.0040
812921	~~308.1~~	Photofinishing Laboratories	~~0.003137~~ 0.00355
541924	~~309.1~~	Photographers —No Studio – Any person, firm, or corporation, taking photographs or offering photography service for compensation, who does not qualify as a "studio photographer" defined in 541921. ~~(a) above, and who is neither a transient, nor itinerant photographer as defined in section 30-28, Mobile City Code (1965) each:~~ 1 day only	$50.00
541925	~~309.1B~~	2 and less than 10 days, per day	$50.00
541926	~~309.1C~~	10 days or more	$500.00
		All ~~other~~ persons, firms or corporations taking photographs for compensation within the city without a studio are hereby defined to be transient photographers.	$150.00 tax deposit.
541921	~~309.0A~~	Photographers and or Photography studio – ~~(a)~~ A ~~studio~~ photographer is hereby defined to be every person, firm or corporation maintaining an office,	0.003122

		including home office, or studio within the city for the purpose of taking therein, personally or through his/her or its agents, partners, or employees, photographs of persons in the City ~~at such studio~~, and every person, firm or corporation maintaining in any one established place within the city for at least one year complete equipment for the taking of photographs, including all finishing processes, whether inside or outside of such place; shall pay an annual license as provided.	
~~541929~~	~~309.2~~	~~Photographers, transient.~~	~~$500.00~~
~~541923~~	~~309.0B~~	~~Photographers, traveling, using animal or device as prop~~	~~$120.00~~
~~443130~~	~~310.0R~~	~~Photographic supplies—Retail~~	~~0.001963~~
~~423410~~	~~310.0W~~	~~Photographic supplies—Wholesale~~	~~0.001729~~
~~446198~~	~~312.0R~~	~~Physicians and surgeons supplies—Retail~~	~~0.002059~~
~~423452~~	~~312.0W~~	~~Physicians and surgeons supplies—Wholesale~~	~~0.002017~~
~~621118~~	~~313.1~~	~~Physicians, transient or transient vendors of medicine, if accompanied by music, theatrical performers or any form of entertainment, each, per month~~	~~$350.00~~
	~~314~~	~~Piano or organ sales~~	
~~454214~~	~~414.PJ~~	~~PJ account with machines in city, per machine~~	~~$25.00~~
~~238310~~	~~317~~	~~Plasterer. Each person, firm, corporation or association doing business as plasterer, stucco worker or lather.~~	~~0.001975~~
	~~318~~	~~Plastics, manufacture, retail, wholesale~~	
~~453993~~	~~318.0R~~	~~Plastics—Retail~~	~~0.002368~~
~~424610~~	~~318.0W~~	~~Plastics—Wholesale~~	~~0.001846~~
~~332813~~	~~319~~	~~Plating, metal or otherwise (electroplating, plating, polishing, anodizing and coloring)~~	~~0.002854~~
~~238229~~	~~322~~	~~Plumbers, itinerant (see chapter 30, City Code). Subject to state certification and verification of bond, required by inspection services, necessary.~~	~~$500.00~~

~~444197~~	~~323.0R~~	~~Plumbing fixtures and supplies—Retail~~	~~0.002126~~
713997	~~324~~	Pony Rides	~~0.003658~~ 0.00366
~~442298~~	~~325.0R~~	~~Pottery or earthenware stores—Retail~~	~~0.00227~~
	~~325.0W~~	~~Pottery or earthenware stores—Wholesale~~	~~0.001722~~
~~424440~~	~~326~~	~~Poultry and eggs~~	
	~~326.0W~~	~~Poultry and poultry products—Wholesale~~	~~0.00083~~
	~~327~~	~~Prefabricated houses~~	
541212	~~3~~	Professional – Accountants/CPA's, per individual accountant not receiving a W2 from firm/office	~~0.002896~~ 0.00290
541211		Professional – Accountants/CPA's per firm/office – to report all gross receipts	~~.002896~~ 0.00290
541910	~~27~~	Professional – Analyst—Business, statistical or industrial	~~0.003946~~ 0.00290
541820	~~27.5~~	Professional – Analyst—Management, consulting and/or public relations services	~~0.002896~~ 0.00290
541311	~~29~~	Professional – Architects, per individual not receiving a W2 from firm/office	~~0.002896~~ 0.00290
541310		Professional – Architect Firm/Office – to report all gross receipts	.00290
541111	~~32~~	Professional – Attorneys, per individual attorney – not receiving W2 from firm/office	~~0.002772~~ 0.00290
541110		Professional – Attorneys, per Firm/Office – to report all gross receipts	0.00290
541710	~~109~~	Professional – Chemists	0.003288
621311	~~112~~	Professional – Chiropractor, per individual chiropractor not receiving a W2 from the firm/office.	~~0.002784~~ 0.00290
621211	~~143~~	Professional – Dentists, per individual dentist not receiving a W2 from the firm/office.	~~0.002784~~ 0.00290
541331	~~163~~	Professional – Engineers: Civil, constructing, consulting, design, electrical, industrial, mechanical, or mining not receiving a W2 from the firm/office.	~~0.002896~~ 0.00290
541332		Professional – Engineers Firm/Office: Civil, constructing, consulting, design, electrical, industrial, mechanical or mining.	.00290

621321	~~291.2~~	Professional – Optometrists not receiving a W2 from the firm/office. ~~(same as Code 311: physicians, etc.)~~	~~0.002784~~ 0.00290
621113	~~311~~	Professional – Physicians, surgeons, ~~dentists,~~ psychiatrists, osteopaths, ~~chiropractors~~ or chiropodists, etc. Per individual practitioner not receiving a W2 from the firm/office.	~~0.002784~~ 0.00290
621111		Professional – Physicians, surgeons, psychiatrists, optometrists, osteopaths, or chiropodists, etc. firm/office.	0.00290
~~621117~~	~~313~~	~~Professional – Physicians, transient (see Code 254). Transient vendors of medicine, each, per month~~	~~$100.00~~
541991	~~331~~	Professional – Professions not otherwise specified	~~0.003288~~ 0.00290
541360	~~373.1~~	Professional – Surveying	~~0.002737~~ 0.00290
541213	~~376~~	Professional – Tax Experts or Adjustment Bureaus. This license applies to each person, firm, or corporation engaging in business (or who advertises) to undertake the adjustment of taxes, the making of income tax reports or giving assistance in making said income tax reports or other reports required by various governmental agencies. This license shall not apply to auditors, accountants, bookkeepers, or attorneys.	~~0.003288~~ 0.00325
541940	~~417~~	Professional – Veterinarian Office or, per individual veterinarian not receiving a W2	~~0.002464~~ 0.00290
511110	~~277~~	Publishing – Newspapers	~~0.003464~~ 0.00346
511120	~~329~~	Publishing – Printers	~~0.002526~~ 0.00346
811118	~~332~~	Radiator Repair	~~0.002896~~ 0.00292
~~443115~~	~~334.0R~~	~~Radio and television stores—Retail~~	~~0.002087~~
	~~334~~	~~Radio and/or television sales and service~~	
515112	~~333~~	Radio Broadcasting Station	~~0.003005~~ 0.00309
482111	~~336~~	Railroads, state controlled	$2,000.00
531210	~~337~~	Real Estate Agents, Brokers	~~0.002621~~ 0.00262

531215		Real Estate Agent Office with Licensed Broker	0.00262
531320	~~28.1~~	Real Property – Appraisers, real estate, damage, et al.	~~0.002546~~ 0.00255
531211	~~228~~	~~Land, land and~~ Real Property Development ~~or real estate companies or agents selling their own property exclusively, whether inside or outside city, maintaining an office in the city.~~	~~$120.00~~ 0.00262
531212		Real Property Management – Must hold broker's license from Alabama Real Estate Commission. Excludes those persons or entities exempt from the licensing requirements set forth in Alabama Code Section 34-27-2 and listing services or online platforms for short-term rentals.#	0.00262
721311	~~237~~	~~Lodging houses. Receiving transients and not known or advertised as hotels.~~ Real Property – Short Term Rental - the rental of a dwelling unit, dwelling of any type, room, building, house or other structure or the part of a structure, including a manufactured home, that is or can be utilized as a transient sleeping place by one or more persons for less than one-hundred and eighty (180) consecutive days per rental period (excludes 721310, 721313, 721311 and 721111). Also excludes a rental between parties to the sale of such building, etc., where valid documentation of the sale is provided. Lodging tax must be filed and remitted. Individuals utilizing a third party for lodging tax collections shall submit a transaction history detail provided by the third party or other similar document that shows the dates booked, gross revenue, and lodging tax remitted.	~~0.003259~~ 0.00388
531191	~~395.1~~	Real Property – Trailer Park~~s~~/Camp for transients	~~0.004412~~ 0.00441
531190	~~395~~	Real Property – Trailer/Mobile Home Parks	~~0.003514~~ 0.00351
531110	~~412~~	Real Property – Lessors of Residential Buildings and Dwellings: All owners of real property who engage in renting or leasing of ten or more dwelling units for residential purposes, in addition to any other applicable taxes or fees imposed for owning, renting, or leasing such property. If any location has more than one owner, each owner is jointly and severally	~~0.002652~~ 0.00265

		responsible for the license fee. A license is required for each separate location.	
531111	~~412~~	Real Property – Lessors of Residential Building and Dwellings: All owners of real property who engage in renting or leasing less than ten dwelling units for residential purposes, in addition to any other applicable taxes or fees imposed for owning, renting, or leasing such property. If any location has more than one owner, each owner is jointly and severally responsible for the license fee. A license is required for each separate location. Definitions for the purposes of this license: "dwelling unit" is a single-family residence and each separate family apartment or housing accommodation in multiple-family building. "location" is a parcel as assessed for ad valorem taxes. "owner" is any person who is the holder of record title of any real property, and any assignee thereof. "residential purposes" is a residential occupancy for hire not subject to city lodging tax under article IV of this chapter. Exemptions: (1) Owner-occupied buildings or owner-occupied dwellings in which there are not more than three (3) dwelling units offered for rent or lease at the same location. A building or dwelling is owner- occupied only if it is the principal residence of the owner. (2) Residential properties assessed to the Mobile Housing Board Authority. Any owner claiming an exemption under the owner-occupied status, the Mobile Housing Board Authority exemption, or an exemption pursuant to § 34-65(b), shall file an affidavit with the city revenue department which provides the name and address of the owner and property manager (if applicable) for said property, along with a detailed factual basis for the exemption. Additional exemptions and privileges: (1) Lessors of residential buildings and dwellings shall be required to only file a single business license	$15.00 per dwelling unit

		application form which shall cover all of their dwelling unit locations; (2) Lessors of residential buildings and dwellings shall be exempt from Mobile City Code § 34-51 except that such license(s) must be present at their principal place of business; (3) Lessors of Residential buildings and dwellings shall be exempt from Mobile City Code § 34-53(1) with regards to individual dwelling units.	
531195		Real Property Leasing – leasing of real property (except residential buildings and dwellings, and all others already specified)	0.00301
331493		Recycling Centers of all kinds	0.00184
~~333415~~	~~337.5~~	~~Refrigeration equipment and supplies. Same as Code 20.~~	~~0.002052~~
238225	~~338~~	Refrigeration Service – State Board License Required – All legal entities engaged in the business of refrigeration contracting and servicing, installation, and repair.	~~0.00271~~ 0.00250
532299	~~233.0A~~	Rental – Lease or Rental of Tangible Personal Property not elsewhere classified.	~~0.003581~~ 0.00358
238913	~~233.0B~~	Rental – Lease or Rental of Tangible Personal Property with Operator, not elsewhere classified.	~~0.003911~~ 0.00391
532112	~~46.0A~~	Rental – Passenger Car Rental and Leasing without drivers	~~0.002003~~ 0.00255
532121	~~46.0B~~	Rental – Truck Rental and Leasing without drivers	~~0.002546~~ 0.00255
532122	~~46.0C~~	Rental – Utility Trailer and Recreational Vehicle Rental	~~0.001866~~ 0.00358
811492	~~315~~	Repair – Piano Tuner~~—Repair~~	~~0.002916~~ 0.00292
811430	~~356~~	Repair – Shoe~~s, repairers~~	~~0.003499~~ 0.00292

~~811312~~	~~339.5~~	~~Repair shops – (armature rewinding)~~	~~0.002698~~
811211	~~339.3~~	Repair Shops – Radio and Television	~~0.003156~~ 0.00292
811490	~~339.6~~	Repair shops – Watch, Clock, and Jewelry Repair)	~~0.003191~~ 0.00292
811491	~~339~~	Repair Shops and Related Services, Not Elsewhere Classified, including but not limited to bicycles, guns, pistols, typewriters, automatic sprinklers and sprinkler systems, refrigerators, clothing repair and alterations, stoves, washing machines, small appliances, sharpen tools, lawnmowers. Not to include Automobile repair.	~~0.002916~~ 0.00292
~~811311~~	~~339.2~~	~~Repair shops—Electric motors and dynamos~~	~~0.002986~~
811421	~~339.1~~	Repair Shops—Furniture ~~Old furniture~~ repair and refinishing	~~0.003218~~ 0.00292
722110	~~340.1~~	Restaurants – Fast Food ~~Eating places, not elsewhere classified (see Code 156.1).~~ Board of health permit required before license can be issued.	~~0.003109~~ 0.00311
722111	~~340~~	Restaurants~~, cafes, lunch and soda fountains. –~~ All restaurants not fast food – Board of health permit required before license can be issued.	~~0.003109~~ 0.00311
~~453994~~	~~149.0R~~	~~Retail~~	~~0.0026~~
~~445211~~	~~326.0R~~	~~Retail~~	~~0.00127~~
453991	~~388.0R~~	Retail – Cigar Stores and Stands	~~0.002087~~ 0.00209
451110	~~368.0R~~	Retail – Sporting Goods Stores and Bicycle Shops, ~~retail~~	~~0.002134~~ 0.00209
~~423910~~	~~368.0W~~	~~(Sporting and recreational goods and supplies, wholesale)~~	~~0.001675~~
453313	~~28~~	Retail – Antique, oriental goods, wares or merchandise	~~0.002881~~ 0.00209
448150	~~117.1D~~	Retail – Apparel and Accessory Stores, ~~not elsewhere classified~~	~~0.002382~~ 0.00209
441310	~~38.0R~~	Retail – Automobile Accessories, batteries, parts, supplies and/or tires— ~~Retail~~	~~0.002126~~ 0.00209
441120	~~39.0U~~	Retail – Automobile Dealers, used only	~~0.001427~~ 0.00209

441110	~~39~~	Retail – Automobile Dealer (new and used) whether owned by the dealer or not, except dealers in motorcycles.	~~0.00079~~ 0.00209
445291	~~50.0R~~	Retail – Bakery~~—Retail~~ (baking and selling). Board of health permit required before license can be issued.	~~0.003054~~ 0.00209
451211	~~74.0R~~	Retail – Book Stores~~—Retail~~	~~0.002298~~ 0.00209
444190	~~86.0R~~	Retail – Building Materials and Supplies—Retail (lumber,-hardware, garden supply, paint, glass, etc. and other building materials dealers) ~~for fence installation, see Code 169.1~~	~~0.001764~~ 0.00209
~~444191~~	~~86.1~~	~~Retail – Building materials (hardware, garden supply, paint, glass, etc.)~~	~~0.001908~~
452111	~~143.1~~	Retail – Department Stores	~~0.00227~~ 0.00209
446110	~~154.0R~~	Retail – Drugs~~—Retail~~	~~0.002059~~ 0.00209
443111	~~160.0R~~	Retail – Electrical and/or Gas Appliances and/or supplies—Retail	~~0.00201~~ 0.00209
443112	~~160.1~~	Retail – Electronic Equipment and supply	~~0.001908~~ 0.00209
451112	~~316~~	Retail – Firearms ~~Pistols—Retail~~ (sold subject to Title 13A-11-79, Code of Alabama, 1975)	~~0.002134~~ 0.00209
442110	~~188.0R~~	Retail – Furniture~~—Retail~~	~~0.002395~~ 0.00209
447110	~~194~~	Retail – Gasoline. Retail dealers in, and agents for, the sale of gasoline. This license in addition to all other licenses required.	~~0.00105~~ 0.00209
453220	~~201.0R~~	Retail – Gift shop—~~Retail~~	~~0.00269~~ 0.00209
445110	~~204.0R~~	Retail – Groceries~~—Retail~~	~~0.00127~~ 0.00209
451120	~~390.0R~~	Retail – Hobby, toy and game shops, ~~retail~~	~~0.002429~~ 0.00209
722213	~~217~~	Retail – Ice Cream~~—Retail~~ Shop or Store	~~0.002224~~ 0.00311
453992	~~218.0R~~	Retail – Ice Dealer~~—Retail~~	~~0.001454~~ 0.00209
~~444188~~	~~219.1~~	~~Retail – Industrial machinery and equipment~~	~~0.001798~~
~~444189~~	~~219.2~~	~~Retail – Industrial supplies~~	~~0.001736~~

448310	~~224.0R~~	Retail – Jewelry~~—Retail~~	~~0.002965~~ 0.00209
453311	~~227.0R~~	Retail – Junk Shops/Yards and Dealers~~—Retail~~	~~0.002519~~ 0.00209
445222	~~351.0R~~	Retail – Meat and Fish (seafood) Markets	~~0.001517~~ 0.00209
445210	~~252.1~~	Retail – Meats, fresh—Retail. Board of health permit required before license can be issued.	~~0.001517~~ 0.00209
452990	~~200.6~~	Retail – Miscellaneous General Merchandise sales store	~~0.002024~~ 0.00209
453997	~~267.0R~~	Retail – Monuments, Tombstones, Statuary	~~0.002519~~ 0.00209
441222	~~268.0R~~	Retail – Motor Boats (engines, inboard or outboard), hulls, supplies (new or used)~~—Retail~~	~~0.001715~~ 0.00209
441221	~~269.0R~~	Retail – Motorcycles and Motor Bikes, motor scooters and supplies~~—Retail~~	~~0.001476~~ 0.00209
~~447190~~	~~288.0R~~	~~Oil-grease—Retail~~	~~0.001736~~
453910	~~308~~	Retail – Pet Shops	~~0.002368~~ 0.00209
444195	~~327.0R~~	Retail – Prefabricated House	~~0.001908~~ 0.00209
445230	~~330.0R~~	Retail – Produce and Fruit dealers, stores and vegetable markets~~—Retail~~	~~0.001675~~ 0.00209
~~454386~~	~~330.0A~~	~~(a) Watermelons or cantaloupes only, per truck~~	~~$50.00~~
441210	~~393.0B~~	Retail – Recreational and Utility Trailer Dealers	~~0.001399~~ 0.00209
448210	~~355.0R~~	Retail – Shoe Stores—~~Retail~~	~~0.002464~~ 0.00209
~~448311~~	~~364.0R~~	~~Retail (including jewelry stores)~~	~~0.002965~~
~~441410~~	~~341.6~~	~~Retail Aeronautical Equipment and Supply~~	~~0.001908~~
~~444193~~	~~239.0R~~	~~Retail lumber dealers or lumber yards (lumber, building materials) – As used herein, the term "retail lumber dealer" is defined as a person, firm, or corporation engaged in the business of selling lumber and lumber products in retail quantities, direct to consumers or contractors.~~	~~0.001764~~
	~~341.3~~	~~Retail sales. The term retail sale or sale at retail wherever used in any section or subsection of this~~	

		~~Code is defined as any and all sales not covered by the term "wholesale sale" as defined in this Code.~~	
453998	~~341.5~~	Retail Trade Not Elsewhere Classified	~~0.001908~~ 0.00209
~~423810~~	~~342~~	~~Road, construction and mining machinery and equipment~~	~~0.001694~~
~~454394~~	~~343~~	~~Rolling stores. No rolling store shall stop in front of any place of business. Provided, this license only includes general merchandise. Any other goods sold subject to additional license as per schedule.~~	~~0.002024~~
~~238160~~	~~344.5~~	~~Roofing and/or sheet metal contractor. Verification of bond, required by inspection services, necessary, and must be certified under Code 34-31-18.~~	~~0.002216~~
~~424121~~	~~345~~	~~Rubber stamps or stencils. Manufacture or dealer.~~	~~0.002154~~
~~314914~~	~~346~~	~~Sail maker (awnings)~~	~~0.002566~~
212321	~~348.1~~	Sand and Gravel Mining	~~0.002003~~ 0.00253
~~454385~~	~~348.0R~~	~~Sand and gravel—Retail~~	~~0.001764~~
~~423321~~	~~348.0W~~	~~Sand and gravel—Wholesale~~	~~0.001668~~
~~238993~~	~~347~~	~~Sandblasting, cleaning buildings by~~	~~0.002422~~
517410	~~348.5~~	Satellite Dish/Equipment Dealers	~~0.002087~~ 0.00426
~~321113~~	~~349~~	~~Saw mills (lumber) (see Code 239.0M)~~	~~0.002114~~
611511	~~53.5~~	School – Barber / Cosmetology ~~schools~~ See also City Code Ch 8, Article II	~~0.003514~~ 0.00385
611610	~~136~~	School – Dancing schools - (a) Persons, firms, or corporations engaged in the business or profession of teaching dancing. (b) Where school children only are taught in private dancing schools, during those months of the year that correspond to the regular school terms, same as schools. This item shall not apply to dancing schools operated by the state, county or city public schools or any regularly organized schools or colleges where the teaching of dancing is a minor part of the curriculum.	~~0.004591~~ 0.00385

611692	~~153.2~~	School – Driving school. Each person, firm or corporation engaged in the business of teaching the operation of motor vehicles of every kind and character to others. This license shall not apply to driving schools or persons teaching driving in connection with the curriculum of any public school.	~~0.002834~~ 0.00385
611519	~~350.0D~~	School – Unclassified – Schools and educational services, not otherwise specified. This license shall not apply to schools operated by the state, county, city or to public schools, or to church operated schools.	~~0.003437~~ 0.00385
	~~350~~	~~School. Each person, firm or corporation conducting a school (not otherwise specified) as a business shall pay a license for the privilege of engaging in such business.~~	
	~~351~~	~~Seafoods~~	
561620	~~351.3~~	Security System—Equipment sales and installation maintenance, and/or repair - State Board License Required – alarm systems, closed circuit television systems (CCTV), electronic access control systems, locksmithing, and/or alarm monitoring by means of selling, installing, maintaining, or repairing.	~~0.002464~~ 0.00290
~~561614~~	~~351.2~~	~~Security systems—Personnel and equipment.~~	~~0.002464~~
561621	~~351.4~~	Security Systems—~~Personnel and~~ Monitoring - State Board License Required (for personnel see Guard Service)	~~0.002464~~ 0.00290
~~444222~~	~~352.0R~~	~~Seeds—Retail~~	~~0.002168~~
~~424910~~	~~352.0W~~	~~Seeds—Wholesale~~	~~0.001276~~
562991	~~352.2~~	Septic Tanks. Cleaning service.	~~0.002916~~ 0.00264
~~443114~~	~~354.0R~~	~~Sewing machines—Retail~~	~~0.002546~~
~~423622~~	~~354.0W~~	~~Sewing machines—Wholesale~~	~~0.001722~~
~~811431~~	~~357~~	~~Shoe repair order branch~~	~~0.003911~~
713998	~~358~~	Shooting Galleries and Places	~~0.003658~~ 0.00366

711190	~~360~~	Side Shows or Exhibitions of paintings, pictures, freaks, curiosities, museum of anatomy, etc.	~~0.003658~~ 0.00431
	~~362~~	~~Sightseeing vehicle~~	
541890	~~363~~	Sign Painting. Repairing, Erecting, sign repairing and show card writing not including poster, billboard, neon or electrical sign, or decorative painting.	~~0.002456~~ 0.00290
541850	~~6.0B~~	Signs – ~~For repairing, removing for repairs of any kind, painting or repairing, assembling, erecting, maintaining,~~ selling, offering to sell, leasing or sub-leasing, to others~~, neon or electrical signs~~.	~~0.001798~~ 0.00290
	~~364~~	~~Silverware—Retail and wholesale~~	
624190	~~365.1~~	Social services – Social/Leisure Serv/Care (other than Child Care)	~~0.003019~~ 0.00302
~~722216~~	~~366~~	~~Soda fountain. Where meals served, subject to board of health.~~	~~0.003109~~
~~722332~~	~~367.0R~~	~~Soda water—Retail~~	~~0.00127~~
~~424493~~	~~367.0W~~	~~Soda water—Wholesale~~	~~0.001558~~
~~321912~~	~~415.0B~~	~~Softwood veneer and plywood~~	~~0.000692~~
~~238351~~	~~125.1A~~	~~Sp. Trd. Con. Cabinets/finishing~~	~~0.002323~~
~~238352~~	~~125.1B~~	~~Sp. Trd. Con. Carpenter~~	~~0.002323~~
~~238996~~	~~125.1C~~	~~Sp. Trd. Con. Concrete/sidewalk~~	~~0.002323~~
~~238332~~	~~125.1F~~	~~Sp. Trd. Con. Flooring or carpet~~	~~0.002323~~
~~238911~~	~~125.1G~~	~~Sp. Trd. Con. Foundation/excavat.~~	~~0.002323~~
~~238130~~	~~125.1H~~	~~Sp. Trd. Con. Framer or framing~~	~~0.002323~~
~~238151~~	~~125.1I~~	~~Sp. Trd. Con. Glass/mirror/glazing~~	~~0.002323~~
~~238313~~	~~125.1J~~	~~Sp. Trd. Con. Insulation installer~~	~~0.002323~~
~~238998~~	~~125.1M~~	~~Sp. Trd. Con. Misc. special trade~~	~~0.002323~~

~~541892~~	~~125.1N~~	~~Sp. Trd. Con. Painter/signs/paint~~	~~0.002323~~
~~238997~~	~~125.1O~~	~~Sp. Trd. Con. Paving—All types~~	~~0.002323~~
~~332322~~	~~125.1T~~	~~Sp. Trd. Con. Sheetmetal/mechanic~~	~~0.002323~~
~~238312~~	~~125.1S~~	~~Sp. Trd. Con. Sheetrock/drywall~~	~~0.002323~~
~~238170~~	~~125.1U~~	~~Sp. Trd. Con. Siding installation~~	~~0.002323~~
~~238341~~	~~125.1W~~	~~Sp. Trd. Con. Tile/stone/brick~~	~~0.002323~~
~~238353~~	~~125.1X~~	~~Sp. Trd. Con. Windows or sunrooms~~	~~0.002323~~
	~~367.5~~	~~Special events (one or more times). In no event shall a special event license be in effect for more than two weeks. This license code category is to cover events at the Mobile Convention Center, Mobile Civic Center, Bel Air Mall, Springdale Mall, circuses, fairs and any other event of less than two weeks duration.~~	
711325	~~367.5F~~	Special Event – All others (including tax deposit of $250.00)	$500.00
711326	~~367.5G~~	Special Event – Licensed Retail Merchants—Temporary location for special event. (Provided, however, that regularly licensed businesses selling at a temporary location within the city or its police jurisdiction, for no more than five (5) days, and no more than twice annually, may do so without payment of an additional license).	
711324	~~367.5E~~	Special Event – Mall Promoted special events	$500.00
711320	~~373~~	Special Event – Street Fairs or Carnival shows. Subject to police regulation.	~~0.003658~~ 0.00431
711319	~~367.5A~~	Special Event - Amusement and Entertainment Promoters license (single event) – Special events (one or more times). In no event shall a special event license be in effect for more than two weeks. This license code category is to cover events at the Mobile Convention Center, Mobile Civic Center, Bel Air Mall, Springdale Mall, circuses, fairs and any other event of less than two weeks duration. Provided that no circus or circuses shall be issued a license in any year to hold a performance within thirty days prior to the date for the holding of the Greater Gulf State Fair, Inc. in Mobile County.	$500.00

		Mechanical rides, other than amusement devices operated by depositing a coin in a slot: Note: Promoter shall be responsible for collecting all fees ~~listed under 367.5D~~ and remitting them to the city prior to the special event. Gross receipts tax required (~~four~~ five percent city – one percent county if held within city limits; two-point five percent city – one percent county if held within the police jurisdiction.) The promoter will be provided with a "special events gross receipts tax form". Gross receipts tax will be due and payable at the conclusion of the event and any promoter failing to follow these procedures shall be penalized and fined. Equipment cost, per week Proof of inspection of rides from a registered engineer within the prior year. Proof of $1,000,000.00 liability insurance issued by company qualified to do business in the state and issued by a state agent with city named as loss payee.	$300.00
711321	~~367.5B~~	Special Event - General Merchandise sales promoters license (single event) Gross receipts tax required (~~Four~~ Five percent ~~city~~ – ~~one percent county~~ if held within city limits; two point five percent ~~city~~ – ~~one percent county~~ if held within the police jurisdiction of the city.) Prior to the event, the promoter is required t– inform all participating vendors about the city's gross receipts tax requirements, and to provide them with a "special events gross receipts tax form." At the conclusion of the event or as vendors conclude their participation in the event, the promoter is required to collect from each vendor the properly completed "special events gross receipts tax form" and the taxes due as reported thereon. The promoter is further required to make sure that each "special events gross receipts tax form" contains the vendor's name, address, telephone number, total sales volume and tax due and paid. The promoter is also required within ten days following the event to forward the completed reports and the taxes due from all vendors who participated in the event to the City of Mobile Revenue Department, 205 Government Street, P.O. Box 3065, Mobile, Alabama 36601. Any promoter failing to follow these procedures shall be penalized and fined $250.00.	$250.00

		Special Event – General Merchandise sales Promoters who sponsor more than one "special event" during the year. Annual business license. Gross receipts tax required (~~Four~~ Five percent ~~city~~ – ~~one percent county~~ if held within city limits; two-point five percent ~~city~~ – ~~one percent county~~ if held within the police jurisdiction of the city.) Prior to the event, the promoter is required to inform all participating vendors about the city's gross receipts tax requirements, and to provide them with a "special events gross receipts tax form." At the conclusion of the event or as vendors conclude their participation in the event, the promoter is required to collect from each vendor the properly completed "special events gross receipts tax form" and the taxes due as reported thereon. The promoter is further required to make sure that each "special events gross receipts tax form" contains the vendor's name, address, telephone number, total sales volume and tax due and paid. The promoter is also required within ten days following the event to forward the completed reports and the taxes due from all vendors who participated in the event to the City of Mobile Revenue Department, 205 Government Street, P.O. Box 3065, Mobile, Alabama 36601. Any promoter failing to follow these procedures shall be penalized and fined $250.00.	~~0.002413~~ 0.00431
711322	~~367.5C~~	Special Event – Commercially Promoted special events – Promoters of special events shall obtain a business license and post a tax bond with the city revenue department according to the following schedule. Vendors shall not be required to obtain a separate business license but shall, jointly with the promoter, be responsible for paying all taxes due from the sale of any tangible personal property. In no event shall a special event license be in effect for more than two weeks. Not later than thirty days prior to each event, the promoter shall provide the revenue department with such information as may be required by the department concerning the vendors that will participate in the event. Promoters shall distribute tax forms to all vendors prior to the event and shall be responsible for collecting all completed tax forms, and the taxes shown to be due thereon, from each vendor. Not later than ten days after the conclusion of the event, the promoter shall transmit all tax forms and shall	

		pay all taxes due to the revenue department. If the promoter shall fail to file any tax form required by this section, or if the promoter shall fail to pay the amount shown to be due thereon, then the promoter shall forfeit the entire tax bond, and shall be punished in accordance with section 34-58 of the City Code. Tax bonds will not be required if the special event does not involve the sale of tangible personal property as defined in § 34-23 of this Code. Bond Required Promoter (Number of Vendor Booths) 1-25 5,000.00 26-75 5,000.00 76-125 10,000.00 Over 125 10,000.00	 $120.00 $150.00 $250.00 $300.00
711327	~~367.5H~~	Special Event~~s~~ - Events conducted by Civic or Charitable Organizations – Special events conducted not more than once a year by a civic or charitable organization which, for purposes of this license, is defined as an organization or nonprofit corporation which utilizes the proceeds of the event for a benevolent, educational, philanthropic, humanitarian, scientific, artistic, patriotic or other eleemosynary purpose.	$25.00
	~~368~~	~~Sporting goods~~	
561329		Staff - Wait / Bartending – Providing staff to serve guests.	0.00285
~~541490~~	~~369~~	~~Stage scenery—Manufacturer. To include curtains, drops, drapes, floats, etc.~~	~~0.002484~~
~~424122~~	~~370.0W~~	~~Stationery supplies—Wholesale~~	~~0.002126~~

~~453210~~	~~370.0R~~	~~Stationery—Retail~~	~~0.00234~~
~~453996~~	~~372.0R~~	~~Store fixtures—Retail~~	~~0.00234~~
~~423440~~	~~372.0W~~	~~Store fixtures—Wholesale~~	~~0.002244~~
~~424821~~	~~373.7~~	~~Table wine and beer—Wholesale~~	~~$375.00~~
~~445314~~	~~373.5~~	~~Table wine—Retail – Required to apply to alcoholic beverage control board and approval of city council before license can be issued.~~	~~$75.00~~
~~424820~~	~~373.6~~	~~Table wine—Wholesale~~	~~$275.00~~
315223	~~374~~	Tailors , Alterations, Sewing	~~0.002382~~ 0.00235
812197	~~375~~	Tattooing or Tattooing Parlors – Board of Health Inspection required)	~~0.003911~~ 0.0040
		~~Taxi cab drivers:~~	
	~~377~~	~~Taxi cabs/limousines (as defined in chapter 59, Mobile City Code)~~	
517213	~~380.0E~~	Telecom Commercial Mobile Radio Services	~~0.003581~~ 0.00426
517310	~~380.0D~~	Telecom Services – Reseller of Telecommunications Services	~~0.004263~~ 0.00426
517311	~~379~~	Telegraph Companies, state controlled	$750.00
	~~380~~	~~Telephone companies, state controlled~~	
~~541872~~	~~381~~	~~Telephone directories, soliciting advertising~~	~~0.002368~~
517110	~~380.0A~~	Telephone Local Exchange license, state controlled	$12,000.00
517111	~~380.0B~~	Telephone Long Distance exchange license, state controlled	$3,000.00
517510	~~94.5~~	Television – Cable Television Companies and comparable services – See also Ch. 11.5 of the City Code.	~~0.003005~~ 0.00426
515120	~~381.1~~	Television Broadcasting Stations. Provided, however, this license shall not apply to that portion of the business that may be in interstate or foreign commerce or to business done with the government of the United States.	~~0.003088~~ 0.00309

561320	~~162.0A~~	Temporary help to supply services	~~0.001715~~ 0.00172
	~~382~~	~~Termites. Same as exterminators, Code 166.~~	
~~541380~~	~~383~~	~~Testing laboratories, whether laboratory is maintained in city or not.~~	~~0.003012~~
711130	~~385~~	Theatrical, Musical Performances, Athletic Contests or Exhibitions or Entertainment not otherwise specified, (except when entire proceeds are designated for, and donated to, recognized charities, approved by the council).	0.00431
238226	~~387~~	Tin Shops. Persons operating tin shops and doing no contracting for tin or sheet metal work of any description, and who are not required to take out contractor's license.	~~0.002176~~ 0.00250
541191	~~1~~	Title Company – Abstract of title companies ~~(title abstract~~ offices~~)~~	0.00571
~~524127~~	~~2~~	~~Title Insurance – Abstract of title (title insurance)~~	~~0.002861~~
	~~388~~	~~Tobacco, retail and wholesale~~	
~~721111~~	~~389~~	~~Tourist courts, homes, motels. (In addition to this license, there is a license tax based on gross receipts from the rental of rooms, and this license in no way affects the liability for the purchase of that license.) This license does not include the license for restaurants and other secondary businesses operated in connection with the renting of rooms. (Adopted 9-29-59). Board of health permit required before license can be issued.~~	~~0.003883~~
	~~390~~	~~Toy dealers, retail and wholesale~~	
~~423920~~	~~390.0W~~	~~Toys, hobby goods and supplies, wholesale~~	~~0.001866~~
~~541873~~	~~391~~	~~Trading stamps. See Code 131, coupons~~	~~0.002456~~
	~~393~~	~~Trailers, automobile, house or truck~~	
~~532120~~	~~394~~	~~Trailers, automobile—Luggage or freight, for hire~~	~~0.001866~~
454392		Transient Merchants: All persons engaged in selling goods, wares, merchandise or services to any purchaser other than registered licensed merchants dealing in that particular line of goods offered by said persons, shall be required before selling or offering	$500.00

		to sell such articles to obtain a license in the amount of $500.00. In addition, $150.00 tax deposit to be paid when the license is purchased. This license shall also apply to such persons that stop in hotels or motels or rent rooms at other places to display their goods and services and sell same to the general public by samples, or take orders for shirts, clothing or articles of similar or dissimilar character. The following conditions apply: (0) Each license issued is valid only for up to seven consecutive days. (0) Without prior written city approval, this license does not permit the placement of any stand, booth, table, display, tent, vehicle, trailer, or any other structure whatsoever on any city property or within the city's rights-of-way. (0) Licensee must comply all with city zoning regulations as well as any other applicable city, state, and federal regulations. (0) This license does not authorize a person or business to engage in any house-to-house activity or solicitate at private residences. (5) Written authorization from the property owner or another person who is legally authorized to grant authorization is required prior to conducting any activity on any property not owned by the licensee. The licensee must possess and be able to produce said written authorization at all times while conducting any activity on any property not owned by the licensee. Exception: This license is not valid for any activity within the Hank Aaron Loop or for any area extending 500 feet	

		from the boundaries of the Hank Aaron Loop for the 30-day period prior to and including Mardi Gras Day.	
561520	~~399.5~~	Travel Agency/Bureau	~~0.002608~~ 0.00285
~~561520~~	~~400~~	~~Travel bureau~~	~~0.002608~~
~~561510~~	~~401~~	~~Tree pruning and tree surgery. Must have state license first (Code 2-28-1).~~	~~0.003102~~
561731	~~401.0A~~	Tree Trimmer—Pruning ~~only (no state license required first)~~	~~0.002909~~ 0.00291
484230	~~403~~	Truck Depots. Motor propelled common carriers or motor propelled contract carriers or contract carriers maintaining depots, stations or terminal facilities in the city for the handling of freight and for which no other license is required by the ordinance of the city. For each such carrier maintaining a depot, station or terminal facility as above provided, based on the average number of motor vehicle trucks handled, serviced, kept, loaded or unloaded per day herein for each truck, $25.00. (In view of Code of Ala. § 37-3-33 no such carrier should be required to pay a license tax for any one year in excess of $300.00.)	$300.00 plus 25.00 ea truck
~~484113~~	~~396.1~~	Trucking Transfer ~~– Local trucking with storage~~	~~0.002498~~
~~484122~~	~~397~~	Trucking ~~Transfer companies, trucking except local~~	~~0.001975~~
~~484111~~	~~396~~	Trucking ~~Transfer companies—Hauling baggage only~~	~~0.002676~~
484121	~~402.0B~~	Trucking, except local (Long Hauling)	~~0.001975~~ 0.00268
484110	~~402.0A~~	Trucking, local—~~Without storage~~	~~0.002676~~ 0.00268
	~~402~~	~~Trucks—Hauling freight~~	
~~448321~~	~~405.0R~~	~~Trunks and/or luggage—Retail~~	~~0.002698~~
~~423997~~	~~405.0W~~	~~Trunks and/or luggage—Wholesale~~	~~0.001873~~
~~325195~~	~~406~~	~~Turpentine reduction plant~~	~~0.001915~~
~~453213~~	~~407.0R~~	~~Typewriters and supplies—Retail~~	~~0.002368~~

~~423423~~	~~407.0W~~	~~Typewriters and supplies—Wholesale~~	~~0.002244~~
812210	~~408~~	Undertakers/Funeral Directors. And in addition, where caskets, shrouds, or other merchandise are sold a merchants-retail license shall also be purchased, based upon the receipts from the sale of such merchandise.	0.00430~~3~~
~~453989~~	~~409~~	~~United States government surplus goods (Army Navy stores) (surplus stores, retail)~~	~~0.002024~~
	~~410~~	~~Upholsterers, furniture and automobile~~	
~~811123~~	~~410.0B~~	~~Upholstery repair, automobile including vinyl automobile top installation, replacement or repair~~	~~0.002896~~
484112	~~411~~	Use of Streets, etc. Each person, firm, corporation, association or company who uses the streets, avenues, alleys or public roads of the city for unloading, distributing, disposing of, or delivering of goods, wares, produce or merchandise of any kind which said goods, wares, produce or merchandise was transported from a point without the city to a point within the city, shall pay a license equal to, but not in excess of the license paid for like volume by local licensees engaged in the same business.	~~0.002676~~ 0.00268
453310	~~410.1~~	Used Merchandise Stores	~~0.002881~~ 0.00209
452994	~~410.2~~	Variety Stores	~~0.002114~~ 0.00209
~~332999~~	~~412~~	~~Vaults~~	~~0.002347~~
~~485321~~	~~413~~	~~Vehicles (same as trucks). Motor, carrying goods or merchandise and/or dirt, clay, sand, soil or other building materials for hire or reward.~~	~~0.002676~~
454210	~~414~~	Vending ~~–~~ ~~machines.~~ Vending matches, gum, candy, postage stamps, cigarettes, popcorn, peanuts, or other articles, electric pianos, or for looking at pictures, soft drinks, weighing machines, soap, and other items, not otherwise specified (including vending machines vending merchandise in industrial plants or on private property for use by employees) shall pay license on overall business. And in addition thereto for each machine operated that is dispensing, per annum, there shall be affixed a city decal:	~~0.002024~~ 0.00238

454216	~~414.V~~	Vending – Decal ~~City account with~~ Machines in city, per machine	$10.00
454213	~~414.CV~~	Vending – Decal ~~City account with~~ Machines in PJ, per machine	$5.00
~~454215~~	~~414.PV~~ ~~PJ account with machines in city, per machine~~		~~$10.00~~
454211	~~414.0J~~ Vending – Juke Boxes (City) – Decal ~~City account with~~ machines in city, per machine		$25.00
454212	~~414.CJ~~ Vending – Juke Boxes (PJ) – Decal ~~City account with~~ machines in PJ, per machine		$12.50
	~~415~~	~~Veneering plants, manufacture~~	
	~~416~~	~~Venetian blinds~~	
~~321919~~	~~416.0M~~	~~Venetian blinds and shades, manufacture~~	~~0.002017~~
~~443116~~	~~417.1~~	~~Video equipment sales, service and installation~~	~~0.001908~~
624310	~~417.5~~	Vocations and Services, Not Otherwise Specified: Every person, and each member of a firm or partnership and each partnership, and each corporation engaged in any vocation or service shall pay a license based on his or its gross annual receipts as provided.	~~0.002896~~ 0.00302
	~~418~~	~~Warehouses~~	
493120	~~121~~	Warehousing – Cold Storage. Supplying cold storage for hire.	~~0.002285~~ 0.00281
~~493112~~	~~371~~	~~Warehousing – Storage of goods or merchandise~~	~~0.002814~~
493110	~~418.0A~~	Warehousing and Storage General	~~0.002814~~ 0.00281
493111	~~418.0B~~	Warehousing and Storage Household	~~0.004124~~ 0.00281
~~561623~~	~~419~~	~~Watchman service~~	~~0.002464~~
~~445295~~	~~420~~	~~Water dealers. Including sale of water to vessels or water craft. (Water, mineral—Retail)~~	~~0.002141~~
~~483211~~	~~421~~	~~Water transportation service, not elsewhere classified~~	~~0.002407~~

	~~422~~	~~Welding~~	
811310	~~339~~	~~Repair shops –~~ Welding	~~0.003054~~ 0.00300
~~811314~~	~~422.0A~~	~~Welding shops, except automobiles~~	~~0.003054~~
~~811315~~	~~422.0B~~	~~Welding, automobiles~~	~~0.002896~~
~~444194~~	~~292.0R~~	~~When sold by producers—Retail~~	~~0.001764~~
~~423993~~	~~292.0W~~	~~When sold by producers—Wholesale. See Code 169.1, Fence company installers not elsewhere classified (other than ornamental iron)~~	~~0.001668~~
~~423311~~	~~327.0W~~	~~Wholesale~~	~~0.001873~~
~~423941~~	~~364.0W~~	~~Wholesale~~	~~0.001873~~
423120	~~38.0W~~	Wholesale – Automobile Accessories, batteries, parts, supplies and/or tires~~— Wholesale~~	~~0.002017~~ 0.00215
423112	~~39.0W~~	Wholesale – Automobile Dealers~~, wholesale~~	~~0.001194~~ 0.00215
424490	~~50.0W~~	Wholesale – Bakery~~—Wholesale~~. Board of health permit required before license can be issued.	~~0.003054~~ 0.00215
423390	~~86.0W~~	Wholesale – Building Materials and Supplies—~~Wholesale (~~construction materials not otherwise classified)	~~0.001668~~ 0.00215
423450	~~142~~	Wholesale – Dental Supplies	~~0.002017~~ 0.00215
424210	~~154.0W~~	Wholesale – Drugs~~—Wholesale~~	~~0.001901~~ 0.00215
423620	~~160.0W~~	Wholesale – Electrical and/or Gas Appliances and/or supplies—~~Wholesale~~	~~0.001454~~ 0.00215
424421	~~351.0W~~	Wholesale – Fish and Seafoods—~~Wholesale~~	~~0.00107~~ 0.00215
423210	~~188.0W~~	Wholesale – Furniture~~—Wholesale~~	~~0.001866~~ 0.00215
424720	~~195~~	Wholesale – Gasoline – ~~Wholesale~~. Each person engaged in the business of selling gasoline and/or other petroleum products at wholesale and for delivering gasoline within the city and/or its police jurisdiction shall pay an annual license on gross sales from the preceding year. In addition to this license, there is a monthly license tax of four (4) cents per	~~0.000762~~ 0.00215

		gallon charged in the city limits and two (2) cents per gallon charged in the police jurisdiction.	
424410	~~205.0W~~	Wholesale – Groceries~~—Wholesale~~	~~0.000934~~ 0.00215
423931	~~227.0W~~	Wholesale – Junk shops / Yards and Dealers~~—Wholesale~~. Provided, that persons dealing in, purchasing or disposing of old castings and metals of any kind, wastepaper, rags and like materials, are hereby declared to be keepers of junk shops and subject to the requirements herein set forth.	~~0.001838~~ 0.00215
		~~Wholesale – Lumber—Wholesale~~	
423860	~~268.0W~~	Wholesale – Motor Boats (engines, inboard or outboard), hulls, supplies (new or used)~~—Wholesale~~	~~0.001675~~ 0.00215
423110	~~269.0W~~	Wholesale – Motorcycles and Motor Bikes, motor scooters and ~~supplies— Wholesale~~	~~0.001194~~ 0.00215
424711	~~284.0W~~	Wholesale – Oil Dealers (crude or fuel oil exclusively)—Wholesale	~~0.002045~~ 0.00215
423720	~~323.0W~~	Wholesale – Plumbing Fixtures and Supplies~~—Wholesale~~	~~0.00175~~ 0.00215
424481	~~330.0W~~	Wholesale – Produce and Fruit Dealers~~—Wholesale~~	~~0.001124~~ 0.00215
424940	~~388.0W~~	Wholesale – ~~Retail~~ Tobacco and Tobacco Products~~—Wholesale~~	~~0.000707~~ 0.00215
~~424912~~	~~149.0W~~	~~Wholesale (W)~~	~~0.001846~~
~~423991~~	~~267.0W~~	~~Wholesale a~~	~~0.002347~~
~~327991~~	~~267.0A~~	~~Wholesale b (a) Any person, firm or corporation not located within the corporate limits of the city or its police jurisdiction, soliciting or doing business in this line either directly or through an unauthorized or unlicensed agent, in addition to the license above required, the sum of $300.00. (Adopted 9-29-59)~~	
~~423310~~	~~239.0W~~	~~Wholesale dealer in lumber (lumber, plywood, millwork) – As used herein, the term "wholesale dealer in lumber" is defined as a person, firm or corporation who buys and sells lumber in wholesale quantities, by carload, or truckload, without making deliveries therefrom from a yard in the city, and who does not operate machinery; and such term shall include 79lanni wholesalers, brokers, commission buyers, and sellers, operating an 79lanni in the city but not include manufacturers of lumber who sell~~	~~0.001248~~

		~~their own lumber in wholesale lots and this schedule shall not apply to concentration yards, saw mills, or 80lanning mills, or 80lanning mills paying a license under paragraph (a) of this schedule.~~	
	~~426~~	~~Wholesale sale: A sale by wholesalers to licensed businesses, retail merchants, jobbers, dealers or other wholesalers for resale; and sales to licensed industrial plants, manufacturers, contractors, and governmental bodies for use or consumption, not for resale.~~	
423990	~~426.0A~~	Wholesale Trade—Durable Goods	~~0.001736~~ 0.00215
424990	~~426.0B~~	Wholesale Trade—Nondurable Goods	~~0.001229~~ 0.00215
711191	~~427~~	Wild West Shows Minimum license, per day	~~0.003658~~ 0.00431 $100.00
~~561722~~	~~428.0A~~	~~Window cleaning~~	~~0.002779~~
~~448120~~	~~117.1B~~	~~Women's ready-to-wear stores~~	~~0.00236~~
~~454319~~	~~429~~	~~Wood dealers. Wood and coal dealers—Retail~~	~~0.001454~~
~~321920~~	~~429.1~~	~~Wood pallets and skids~~	~~0.002258~~
488410	~~431~~	Wrecker Companies-Towing Services – Wrecker companies must conform to city ord. Ch. 63 – city wrecker ordinance. If on city rotation, truck(s) will need to be inspected by the city police department prior to licensing. May need 488411 if more than one storage lot.	~~0.002834~~ 0.00283
488411	~~431.1~~	Wrecker Branches/Offices - (a) Wrecker branch~~es~~, or office, where vehicles are received, delivered, or stored, regardless of whether a part of the repair work is done there or elsewhere. May need 488410 if Main Branch	$50.00

Section 2: Section 30-71, of the Mobile City Code, 1991, is hereby amended and restated to read as follows:

Sec. 30-71. - Application for license; deposit of fee; approval by health officer; designation of place of business.

Each person applying for a license to sell the beverages defined in section 30-1 shall make application therefor on a form similar in all respects to the form required for the application for state licenses under Code of Alabama, Section 28-3-1 et seq., as amended, and such forms shall contain the same statement of facts required under such state law for state applications. A non-refundable application fee of $50.00 is to be included with each application. No such license shall be issued until the applicant has been duly licensed by the state and no application for a state license shall be approved until an application for the city license has been made and the sum required for the issuance of the city license has been deposited with the city revenue department. In the event the state license is refused, the sum so deposited shall be immediately returned to the applicant. No application for a state license shall be approved nor shall a city license be issued for the sale of alcoholic beverages for consumption on the premises until the applicant deposits with the city revenue department a certificate by the health officer that the premises in question are sanitary and properly equipped for compliance with the state and city sanitary and health laws. Every license issued shall designate the place at which such business shall be carried on and such license shall authorize the carrying on of such business only at the place designated.

Section 3: Section 30-76, of Mobile City Code, 1991, is hereby amended and restated to read as follows:

Sec. 30-76. – Reserved ~~License nonassignable; transfer.~~

~~Licenses issued to sell the beverages defined in section 30-1 may not be assigned but the city is hereby authorized to transfer any license from one person to another or from one place to another, as the city council may determine. No transfer shall be made to a person who would not have been eligible to receive the license originally nor for the transaction of business at a place for which the license could not originally have been issued hereunder. Before the transfer is made, the person seeking the transfer shall file an application on the form of application required to be filed by the licensee, the filled-out form containing the statement that it is an application for a transfer.~~

Section 4: Section 30-79 is hereby added to of Mobile City Code, 1991, as follows:

Sec. 30-79. – Notice of Public Hearing for Alcoholic Beverage License.

a) In every case where application is made for any type of alcohol beverage license, in addition to other advertising requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

(Name of Applicant) has made application to the City Council of the City of Mobile for a (type of license) for the premises located at (location), Mobile, Alabama. A public hearing will be held by the City Council in the Council's chambers at (time) on the _____ day of _____,20___, located at (location).

(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 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 Revenue Department, at the time application 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.

(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 hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.

Section 5: Section 34-22(b) of Mobile City Code, 1991, is hereby amended to read as follows:

~~In addition to all other penalties, if a taxpayer fails to timely pay the city any sales tax due under the city's sales tax code, there shall be added as interest one (1) percent of the total amount due if the delinquency is not for more than one (1) month, with an additional one (1) percent for each additional month or fraction thereof during which the delinquency continues.~~

In addition to all other penalties, if a taxpayer fails to timely pay the city any sales tax due under the city's sales tax code, there shall be added interest at a rate determined pursuant to *Ala. Code* Section 40-1-44.

Section 6: Section 34-24(b) of Mobile City Code, 1991, is hereby amended to read as follows:

~~In addition to all other penalties, if a taxpayer fails to timely pay the city any use tax due under the city's use tax code, there shall be added as interest one (1) percent of the total amount due if the delinquency is not for more than one (1) month, with an additional one (1) percent for each additional month or fraction thereof during which the delinquency continues.~~

In addition to all other penalties, if a taxpayer fails to timely pay the city any sales tax due under the city's sales tax code, there shall be added interest at a rate determined pursuant to *Ala. Code* Section 40-1-44.

Section 7: Section 34-42(e)(1)(f) of Mobile City Code, 1991, is hereby amended to read as follows:

If at any time during the current license year the taxpayer fails to meet any of the above stated criteria, then within ~~ten (10)~~ forty-five (45) days after any of the said criteria have been violated or exceeded, the taxpayer shall purchase all appropriate business licenses from the city for the entire license year and without regard to this subsection.

Section 8: Section 34-60(c) of Mobile City Code, 1991, is hereby amended to read as follows:

~~All delinquent accounts (both taxes and penalties) shall also be charged simple interest at the rate of one (1) percent per month.~~ All delinquent accounts shall also be charged simple interest at a rate determined by *Ala. Code* Section 40-1-44.

Section 9: Section 34-68(d) of Mobile City Code, 1991, is hereby amended to read as follows:

~~If the petition is granted or the city or a court otherwise determines that a refund is due, the overpayment shall be promptly refunded to the taxpayer, together with interest to the extent provided for in section 11-51-92. If the city determines that a refund is due, the amount of overpayment plus any interest due thereon may first be credited by the city against any outstanding tax liabilities due and owing by the taxpayer to the city, and the balance of any overpayment shall be promptly refunded to the taxpayer. If any refund or part thereof is credited to any other tax by the city the taxpayer shall be provided with a written detailed statement showing the amount of overpayment, the amount credited for payment to other taxes, and the resulting amount of the refund.~~

If the petition is granted or the city or a court otherwise determines that a refund is due, the overpayment shall be promptly refunded to the taxpayer, together with interest at a rate determined pursuant to *Ala. Code* Section 40-1-44. If the city or a court determines that a refund is due, the amount of overpayment plus any interest due thereon may first be credited by the city against any outstanding final tax liabilities due and owing by the taxpayer to the city, and the balance of any overpayment shall be promptly refunded to the taxpayer. If any refund or part thereof is credited to any other tax by the city, the taxpayer shall be provided with a written detailed statement showing the amount of overpayment, the amount credited for payment to other taxes, and the amount refunded.

Section 10: Section 34-75(b)

~~In addition to all other penalties, if a taxpayer fails to timely pay the city and rental motor vehicle tax due under the city's rental motor vehicle tax code, there shall be added as interest one (1) percent of the total amount due if the delinquency is not for more than one (1) month, with an additional one (1) percent for each additional month or fraction thereof during which the delinquency continues.~~

In addition to all other penalties, if a taxpayer fails to timely pay the city and rental motor vehicle tax due under the city's rental motor vehicle tax code, there shall be added interest at a rate determined pursuant to *Ala. Code* Section 40-1-44.

Section 11: Section 34-105(b)

~~In addition to other penalties, if a taxpayer fails to timely pay the city any lodging tax due under the city's lodging tax code, there shall be added as interest one (1) percent of the total amount due if the delinquency is not for more than one (1) month, with an additional one (1) percent for each additional month or fraction thereof under which the delinquency continues.~~

In addition to other penalties, if a taxpayer fails to timely pay the city any lodging tax due under the city's lodging tax code, there shall be added interest at a rate determined pursuant to *Ala. Code* Section 40-1-44.

Section 11: Section 34-137(b) of Mobile City Code, 1991, is hereby amended to read as follows:

~~In addition to all other penalties, if a taxpayer fails to timely pay the city any lease tax due under the city's tax on lease of tangible personal property code, there shall be added as interest one (1) percent of the total amount due if the delinquency is not for more than one (1) month, with an additional one (1) percent for each additional month or fraction thereof during which the delinquency continues.~~

In addition to all other penalties, if a taxpayer fails to timely pay the city any lease tax due under the city's tax on lease of tangible personal property code, there shall be added interest at a rate determined pursuant to *Ala. Code* Section 40-1-44.

Section 12: Section 34-44(e) of Mobile City Code, 1991, is hereby amended to read as follows:

~~*Firm identification fee:* Every firm employing professionals shall pay an annual firm identification fee in the amount of ten dollars.~~

Issuance fee: ~~A fee of ten dollars ($10.00) shall be charged for issuing each annual business license.~~ The fee for issuing each annual business shall be equal to the maximum amount allowable pursuant to State law. (See *Ala. Code* Section 11-51-90).

Section 13: Miscellaneous provisions:

(a) This Ordinance repeals and replaces Mobile City Ordinance 34-068.

(b) All other City Code Sections and ordinances or part of any City Code Sections and ordinances in conflict are hereby repealed to the extent of such conflict.

(c) The provisions of this Ordinance are severable. If any part of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, that declaration shall not affect the part or parts that remain.

(d) That the City Clerk of the City of Mobile is hereby authorized and directed to advertise the adoption of this Ordinance as required by law.

(e) This Ordinance shall be effective within the City of Mobile and its police jurisdiction on January 1, 2023.

ADOPTED:

_____

City Clerk

AN ORDINANCE TO AMEND THE CITY OF MOBILE SCHEDULE OF LICENSES, PROVISIONS IN CHAPTER 30 RELATED TO THE SALE OF ALCOHOLIC BEVERAGES, AND PROVISIONS IN CHAPTER 34 RELATED TO DELINQUENT PAYMENTS

Sponsored By: William S. Stimpson, Mayor

WHEREAS, the City of Mobile ("City") wishes to update its Schedule of Licenses to clarify the types of licenses available, incorporate changes in State law and licensing procedures, and eliminate superfluous license provisions;

WHEREAS, the City wishes to amend Chapter 30 to clarify the procedures related to alcoholic beverage licenses;

WHEREAS, the City wishes to amend Chapter 34 to incorporate changes in State law related to delinquent payments and issuing fees; and

WHEREAS, this Ordinance is enacted to accomplish said goals.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the following Ordinance is adopted to amend the "Schedule of Licenses" located in Chapter 34, of the Code of the City of Mobile, Alabama, 1991, as well as the below amendments and additions to Chapter 30, of the Code of the City of Mobile, Alabama, 1991, and to Chapter 34, of the Code of the City of Mobile, Alabama, 1991 as follows:

Section 1: The following provisions located in the Schedule of Licenses are hereby amended and restated to read as follows:

NAICS	Title	License Rate
541810	ADVERTISING (agencies)	0.00290
541830	ADVERTISING by Electronic Media (radio and T.V. ad reps)	0.00290
541891	ADVERTISING Not Otherwise Specified	0.00290
541840	ADVERTISING—Commercial, soliciting for, contracting for, preparing, accepting compensation for advertising matter by persons, firms, or corporations.	0.00290

522390	AGENTS - money orders and/or utility bills, etc.: A license shall be required for each location where an agent, person, firm, association, or corporation engaged in the issuance of money orders and/or accepting payments on accounts for utility companies, and/or performing related services. If such agent, person, firm, association, or corporation has a retail merchant's license from the city, a separate license will not be required, and such gross receipts shall be considered as gross receipts from the retail business of such retail merchants	0.00287
425120	AGENTS and SOLICITORS (not otherwise specified) – Individuals will also need a 454384 – Solicitor Permit Employees of persons licensed are not required to purchase a separate license but are required to get the individual solicitor permit.	0.00329
454384	AGENT / SOLICITORS PERMIT—Obtained from police department (see chapter 54A-1 of City Code and Code 306.0). Complete application, notarize signature, and send applicant to police department for records check and ID card. In addition to 425120 Agent and Solicitor License	$3.00
425121	AGENTS - Dealers, or other businesses (**without an office** in the city). Each person engaged in business as principal, agent or in any other capacity, and for whom no other license is required by this chapter.	0.00329

	AGENTS - Dealers, Administrative Office or other businesses – Any person, firm, or corporation, who shall maintain, keep in repair or otherwise man any **office, store, warehouse, place of business**, telephone wires, right-of- way, easement, land or other facility or facilities situated **in the city** in connection with any business, vocation, occupation or profession which is not subject to a license under any other schedule of this Code or under 425121, above, of the schedule shall pay based upon the average daily number of employees:	
425122	Less than two persons	$120.00
425123	Two but less than four	$180.00
425124	Four but less than six	$240.00
125125	Six but less than ten	$300.00
125126	Ten but less than fifteen	$360.00
125127	Fifteen persons	420.00
125128	Plus $25.00 for each person in excess of fifteen	
561599	AIRLINE—Ticket Sales Office	$200.00
488190	AIR TRANSPORTATION SUPPORT ACTIVITIES – Aircraft Maintenance & Repair Services	.002916
722095	ALCOHOLIC BEVERAGES **– Application Fee** - See Sec 30-71	$50.00
424810	ALCOHOLIC BEVERAGES **– Beer Only Wholesale**: All persons or businesses engaged in the wholesale sales or distribution of beer to all licensees or others within this state lawfully authorized to sell beer. The following conditions apply: (1) Must first obtain and continue to maintain the related State Board license. (2) All activities must comply with all City zoning regulations as well as any other applicable City, State, and Federal regulations or licensure requirements.	$250.00

445310	ALCOHOLIC BEVERAGES **– Beer Retail (Off Premises Only):** All persons or businesses engaged in the retail sales of beer for off premise consumption. The following conditions apply: (1) Must obtain and continue to maintain the related State Board license. (2) License application must first be approved by the City Council. (3) All activities must comply with all City zoning regulations as well as any other applicable City, State, and Federal regulations or licensure requirements. (4) Must also purchase any other applicable City license(s) as required.	$75.00
445311	ALCOHOLIC BEVERAGES **– Beer Retail (On or Off Premises):** All persons or businesses engaged in the retail sales of beer for on premise consumption or in the retail sales of beer in sealed containers for off premise consumption. The following conditions apply: (1) Must obtain and continue to maintain the related State Board license. (2) License application must first be approved by the City Council. (3) All activities must comply with all City zoning regulations as well as any other applicable City, State, and Federal regulations or licensure requirements. (4) Must also purchase any other applicable City license(s) as required.	$75.00
312121	ALCOHOLIC BEVERAGES **– Brewpub:** All persons or businesses engaged in the operation of a brewpub as defined by the ABC Board. The Following conditions apply: (1) Must obtain and continue to maintain the related State Board license. (2) License application must first be approved by the City Council. (3) All activities must comply with all City zoning regulations as well as any other applicable City, State, and Federal regulations or licensure requirements.	$500.00

	(4) Must also purchase any other applicable city license(s) as required (5) Can sell only the beer brewed by the business and/or beer purchased from wholesalers. (6) If wishing to sell alcohol other than beer must also apply for the Alcohol – Liquor – Retail Restaurant license in conjunction with this license.	
722414	ALCOHOLIC BEVERAGES **– Club Liquor – Class I – Non-Profit:** All persons or businesses engaged in the operation of a nonprofit club as defined by the ABC Board engaging in retail sales of liquor, beer and wine for on premise consumption by their members and their guest. The following general conditions apply: (1) Must obtain and continue to maintain the related State Board license. (2) License application must first be approved by the City Council. (3) All activities must comply with all City zoning regulations as well as any other applicable City, State, and Federal regulations or licensure requirements. (4) Must also purchase any other applicable City license(s) as required. The following conditions apply to the monthly liquor license fee only: (5) For the purposes of this license, value is defined as the purchase price paid for all liquor purchased, from whatever source, less any taxes paid to the State of Alabama pursuant to Section 28-03-200, et seq., Code of Alabama 1975. (6) Licensee shall make a verified report to the Department of Revenue of the City showing the total purchases of liquor from all sources on or before the 20th of the month next succeeding the month in which the business was conducted and at the time of making said report the Licensee shall pay in full the monthly liquor license fee owed.	$800.00, plus 8% of the value of liquor purchased for resale

722411	ALCOHOLIC BEVERAGES **– Club Liquor – Class II**: All persons or businesses engaged in the operation of a private club as defined by the ABC Board engaging in retail sales of liquor, beer and wine for on premise consumption by their members and their guest. The following general conditions apply: (1) Must obtain and continue to maintain the related State Board license. (2) License application must first be approved by the City Council. (3) All activities must comply with all City zoning regulations as well as any other applicable City, State, and Federal regulations or licensure requirements. (4) Must also purchase any other applicable City license(s) as required. The following conditions apply to the monthly liquor license fee only: (5) For the purposes of this license, value is defined as the purchase price paid for all liquor purchased, from whatever source, less any taxes paid to the State of Alabama pursuant to Section 28-03-200, et seq., Code of Alabama 1975. (6) Licensee shall make a verified report to the Department of Revenue of the City showing the total purchases of liquor from all sources on or before the 20th of the month next succeeding the month in which the business was conducted and at the time of making said report the Licensee shall pay in full the monthly liquor license fee owed.	$800.00, plus 8% of the value of liquor purchased for resale
492500	ALCOHOLIC BEVERAGES **– Direct Wine Shipper**: All persons or businesses as defined by ABC, engaged in the business of shipping or contract for the shipment of wine from a manufacturer to a resident of the City of Mobile or its police jurisdiction for personal use. The following conditions apply: (1) Must first obtain and continue to maintain the related State Board license. (2) All activities must comply with all City zoning regulations as well as any other applicable City, State, and Federal regulations or licensure requirements.	$100.00

424823	ALCOHOLIC BEVERAGES **– Importer**: All persons or businesses engaged in the importation of alcoholic beverages, liquor, wine, or beer, manufactured outside the US for sale or distribution. The following conditions apply: (1) Must first obtain and continue to maintain the related State Board license. (2) All activities must comply with all City zoning regulations as well as any other applicable City, State, and Federal regulations or licensure requirements.	$250.00
722413	ALCOHOLIC BEVERAGES **– Liquor – Retail Restaurant:** All persons or businesses, engaged in the operation of a restaurant that also engages in retail sales for on premise consumption, liquor, beer and wine. The following general conditions apply: (1) Must obtain and continue to maintain the related State Board license. (2) License application must first be approved by the City Council. (3) All activities must comply with all City zoning regulations as well as any other applicable City, State, and Federal regulations or licensure requirements. (4) Must also purchase any other applicable City license(s) as required. The following conditions apply to the monthly liquor license fee only: (5) For the purposes of this license, value is defined as the purchase price paid for all liquor purchased, from whatever source, less any taxes paid to the State of Alabama pursuant to Section 28-03-200, et seq., Code of Alabama 1975. (6) Licensee shall make a verified report to the Department of Revenue of the City showing the total purchases of liquor from all sources on or before the 20th of the month next succeeding the month in which the business was conducted and at the time of making said report the Licensee shall pay in full the monthly liquor license fee owed.	$800.00, plus 8% of the value of liquor purchased for resale

424822	ALCOHOLIC BEVERAGES **– Liquor Wholesale:** All persons or businesses engaged in the wholesale sales or distribution of liquor or wine. The following conditions apply: (1) Must first obtain and continue to maintain the related State Board license. (2) All activities must comply with all City zoning regulations as well as any other applicable City, State, and Federal regulations or licensure requirements.	$500.00
722412	ALCOHOLIC BEVERAGES **– Lounge Retail Liquor – Class I**: All persons, businesses, lounges, bars, pubs or by any other name called, engaged in retail sales of liquor, beer and wine, for on premise consumption, that does not offer food sales as a primary business activity. The following general conditions apply: (1) Must obtain and continue to maintain the related State Board license. (2) License application must first be approved by the City Council. (3) All activities must comply with all City zoning regulations as well as any other applicable City, State, and Federal regulations or licensure requirements. (4) Must also purchase any other applicable City license(s) as required. The following conditions apply to the monthly liquor license fee only: (5) For the purposes of this license, value is defined as the purchase price paid for all liquor purchased, from whatever source, less any taxes paid to the State of Alabama pursuant to Section 28-03-200, et seq., Code of Alabama 1975. (6) Licensee shall make a verified report to the Department of Revenue of the City showing the total purchases of liquor from all sources on or before the 20th of the month next succeeding the month in which the business was conducted and at the time of making said report the Licensee shall pay in full the monthly liquor license fee owed.	$800.00, plus a monthly liquor license fee of 8% of the value of liquor purchased for resale

445315	ALCOHOLIC BEVERAGES **– Lounge Retail Liquor – Class II – Package**: All persons, businesses, stores, or package stores or by any other name called, engaged in retail sales of liquor, beer and wine, for off premise consumption. The following General conditions apply: (1) Must obtain and continue to maintain the related State Board license. (2) License application must first be approved by the City Council. (3) All activities must comply with all City zoning regulations as well as any other applicable City, State, and Federal regulations or licensure requirements. (4) Must also purchase any other applicable City license(s) as required. The following conditions apply to the monthly liquor license fee only: (5) For the purposes of this license, value is defined as the purchase price paid for all liquor purchased, from whatever source, less any taxes paid to the State of Alabama pursuant to Section 28-03-200, et seq., Code of Alabama 1975. (6) Licensee shall make a verified report to the Department of Revenue of the City showing the total purchases of liquor from all sources on or before the 20th of the month next succeeding the month in which the business was conducted and at the time of making said report the Licensee shall pay in full the monthly liquor license fee owed.	$800.00, plus 8% of the value of liquor purchased for resale
312120	ALCOHOLIC BEVERAGES **– Manufacturer/ Brewery**: All persons or businesses engaged in the manufacturing of beer. NOTE: This license does not authorize the retail sale of any product. The following conditions apply: (1) Must first obtain and continue to maintain the related State Board license. (2) License application must first be approved by the City Council. (3) All activities must comply with all City zoning regulations as well as any other applicable City, State, and Federal regulations or licensure requirements.	$250.00

722410	ALCOHOLIC BEVERAGES **– Retail – Drinking Establishments or Events** (covers merchandise sold other than alcoholic beverages which are otherwise licensed.)	0.00311
722418	ALCOHOLIC BEVERAGES **– Retail Passenger Common Carrier:** Authorizes all persons or business pertaining to railroad, bus, Airline, Ship line, Vessel, or other common carrier operating passenger vehicles with seating of at least ten people to engage in liquor, beer and wine retail sales for consumption while aboard. The following conditions apply: (1) Must obtain and continue to maintain the related State Board license. (2) License application must first be approved by the City Council. (3) All activities must comply with all City zoning regulations as well as any other applicable City, State, and Federal regulations or licensure requirements. The following conditions apply to the monthly liquor license fee only: (4) For the purposes of this license, value is defined as the purchase price paid for all liquor purchased, from whatever source, less any taxes paid to the State of Alabama pursuant to Section 28-03-200, et seq., Code of Alabama 1975. (5) Licensee shall make a verified report to the Department of Revenue of the City showing the total purchases of liquor from all sources on or before the 20th of the month next succeeding the month in which the business was conducted and at the time of making said report the Licensee shall pay in full the monthly liquor license fee owed.	$800.00, plus a monthly liquor license fee of 8% of the value of liquor purchased for resale

722416	ALCOHOLIC BEVERAGES **– Special Event – 30 days or less:** All persons or businesses engaged in retail sales of liquor, beer and wine for on premise consumption at authorized special events lasting thirty days or less. The following conditions apply: 1) Must obtain and continue to maintain the related State Board license. 2) License application must first be approved by the City Council. An application is required for each event, but the City Council may simultaneously approve multiple events for specific dates and locations. 3) All activities must comply with all City zoning regulations as well as any other applicable City, State, and Federal regulations or licensure requirements. The following conditions apply to the monthly liquor license fee only: 4) For the purposes of this license, value is defined as the purchase price paid for all liquor purchased, from whatever source, less any taxes paid to the State of Alabama pursuant to Section 28-03-200, et seq., Code of Alabama 1975. 5) Licensee shall make a verified report to the Department of Revenue of the City showing the total purchases of liquor from all sources on or before the 20th of the month next succeeding the month in which the business was conducted and at the time of making said report the Licensee shall pay in full the monthly liquor license fee owed.	$800.00 plus a monthly liquor license fee of 8% of the value of liquor purchased for resale

722417	ALCOHOLIC BEVERAGES **– Special Event – More than 30 days:** Authorizes state park, racing commission, fair authority, airport authority, civic center authority, or any other valid responsible organization or the franchises or concessionaire of such park, commission or authority to engage in liquor, beer and wine sales at retail, for on premise consumption for a period of more than thirty days and not to exceed one year. The following conditions apply: (1) Must obtain and continue to maintain the related State Board license. (2) License application must first be approved by the City Council. (3) All activities must comply with all City zoning regulations as well as any other applicable City, State, and Federal regulations or licensure requirements. The following conditions apply to the monthly liquor license fee only: (4) For the purposes of this license, value is defined as the purchase price paid for all liquor purchased, from whatever source, less any taxes paid to the State of Alabama pursuant to Section 28-03-200, et seq., Code of Alabama 1975. (5) Licensee shall make a verified report to the Department of Revenue of the City showing the total purchases of liquor from all sources on or before the 20th of the month next succeeding the month in which the business was conducted and at the time of making said report the Licensee shall pay in full the monthly liquor license fee owed.	$800.00, plus a monthly liquor license fee of 8% of the value of liquor purchased for resale

722415	ALCOHOLIC BEVERAGES **– Special Event Retail (7 days or less):** All persons or businesses engaged in retail sales of liquor, beer and wine for on premise consumption at authorized special events lasting seven days or less. The following conditions apply: (1) Must obtain and continue to maintain the related State Board license. (2) License application must first be approved by the City Council. An application is required for each event, but the City Council may simultaneously approve multiple events for specific dates and locations. (3) All activities must comply with all City zoning regulations as well as any other applicable City, State, and Federal regulations or licensure requirements. The following conditions apply to the monthly liquor license fee only: (4) For the purposes of this license, value is defined as the purchase price paid for all liquor purchased, from whatever source, less any taxes paid to the State of Alabama pursuant to Section 28-03-200, et seq., Code of Alabama 1975. (5) Licensee shall make a verified report to the Department of Revenue of the City showing the total purchases of liquor from all sources on or before the 20th of the month next succeeding the month in which the business was conducted and at the time of making said report the Licensee shall pay in full the monthly liquor license fee owed.	$800.00 plus a monthly liquor license fee of 8% of the value of liquor purchased for resale
445316	ALCOHOLIC BEVERAGES **– Table Wine – Retail (Off Premises Only):** All persons or businesses engaged in the retail sales of wine for off premise consumption. The following conditions apply: (1) Must obtain and continue to maintain the related State Board license. (2) License application must first be approved by the City Council. (3) All activities must comply with all City zoning regulations as well as any other applicable City, State, and Federal regulations or licensure requirements. (4) Must also purchase any other applicable City license(s) as required.	$75.00

445314	ALCOHOLIC BEVERAGES **– Table Wine – Retail (On or Off Premises):** All persons or businesses engaged in the retail sales of wine for on premise consumption. The following conditions apply: (1) Must obtain and continue to maintain the related State Board license. (2) License application must first be approved by the City Council. (3) All activities must comply with all City zoning regulations as well as any other applicable City, State, and Federal regulations or licensure requirements. (4) Must also purchase any other applicable City license(s) as required.	$75.00
424821	ALCOHOLIC BEVERAGES – **Table Wine & Beer Combined Wholesale**: All persons or businesses engaged in the wholesale sales or distribution of wine and beer. The following conditions apply: (1) Must first obtain and continue to maintain the related State Board license. (2) All activities must comply with all City zoning regulations as well as any other applicable City, State, and Federal regulations or licensure requirements.	$375.00
722419	ALCOHOLIC BEVERAGES **– Wine Festival (5 days or less):** All persons or businesses engaged in the authorized hosting of a wine festival, lasting five days or less where authorized participants may hold tastings and sell at retail for on and off premise consumption. The Following conditions apply: 1) Must obtain and continue to maintain the related State Board license. 2) License application must first be approved by the City Council. 3) All activities must comply with all City zoning regulations as well as any other applicable City, State, and Federal regulations or licensure requirements. 4) Must also purchase any other applicable city license(s) as required	$25.00

492510	ALCOHOLIC BEVERAGES **– Wine Fulfillment Center**: All persons or businesses as defined by ABC, engaged in the business of shipping wine on behalf of a direct wine shipper licensee. Operates as a bailment warehouse for wine permitted to be sold directly by a direct wine shipper licensee to a resident of the City of Mobile and its police jurisdiction. The following conditions apply: (1) Must first obtain and continue to maintain the related State Board license. (2) All activities must comply with all City zoning regulations as well as any other applicable City, State, and Federal regulations or licensure requirements.	$250.00; $50.00 for each additional premises
24820	ALCOHOLIC BEVERAGES **– Wine Only Wholesale**: All persons or businesses engaged in the wholesale sales or distribution of wine to all licensees or others within this state lawfully authorized to sell wine. The following conditions apply: (1) Must first obtain and continue to maintain the related State Board license. (2) All activities must comply with all City zoning regulations as well as any other applicable City, State, and Federal regulations or licensure requirements.	$275.00
621910	AMBULANCE SERVIEC - (Must comply with the requirements imposed pursuant to Chapter 6 of the Mobile City Code)	0.00337
713990	AMUSEMENT and RECREATION SERVICES not elsewhere classified	0.00366
713120 713121 713123 713122 713124	AMUSEMENT DEVICES—Nickel or more in slot (does not apply to pool tables). Each machine shall also have affixed a city decal as follows: For first 10 machines For first 10 machines (in police jurisdiction) All over 10 machines All over 10 machines (in police jurisdiction)	0.00.366 $15.00 each $7.50 each $10.00 each $5.00 each

561613	ARMORED CAR SERVICES	0.00290
711510	ARTIST and or ART STUDIOS	0.00300
561990	AUCTION - Auctioneers, selling real or personal property. Each individual crying the auction must be licensed:	
561991	Auction less than 5 days	$120.00
561992	Auction 5 days or more	$250.00
811121	AUTOMOBILE Body Repair Shops	0.00292
811192	AUTOMOBILE Laundries (car wash, where done for a fee)	0.00313
811111	AUTOMOBILE Repair Shops (except body repairs)	0.00292
423930	AUTOMOBILE Salvage and/or wrecking	0.00215
811195	AUTOMOBILE Detailing Services	0.00313
711131	BANDS, Orchestras, Actors, other Entertainers Groups	0.00431

522108	BANK—Where the capital, surplus and undivided profits are: Less than $50,000.00	 $10.00
522119	$50,000.00, not over $100,000.00	$20.00
522118	$100,000.00, not over $150,000.00	$30.00
522117	$150,000.00, not over $200,000.00	$40.00
522116	$200,000.00, not over $250,000.00	$50.00
522115	$250,000.00, not over $300,000.00	$60.00
522114	$300,000.00, not over $350,000.00	$70.00
522113	$350,000.00, not over $400,000.00	$80.00
522112	$400,000.00, not over $400,000.00	$90.00
522111	$450,000.00, not over $500,000.00	$100.00
522120	$500,000.00, not over $600,000.00	$110.00
522110	Over $600,000.00	$125.00
522109	BANK - Any Branch Bank or ATM (not Main Branch) – Only when there is a Main Branch separately licensed in the city.	$10.00
713993	BILLIARD or pool tables – Each machine shall also have affixed a city decal as follows:	0.00366
713991	BILLIARD or Pool Table – Whether coin operated or not, each table (decal required) City	$25.00
713992	BILLIARD or Pool Table – Whether coin operated or not, each table (decal required) PJ	$12.50
541340	BLUEPRINTS or Photostats (blueprinting and photocopying services)	0.003163
721310	BOARDING HOUSES - Must meet board of health requirements. In addition, all boarding houses shall pay an additional license where meals are served to persons not residing on the premises, on the same schedule as restaurants.	0.00388

238223	BOILER CLEANING or Scaling (repair shops and related services)	0.00250
812995	BONDSMEN	0.0040
713950	BOWLING ALLEYS	0.00434
523142	BROKER – Security Brokers and Dealers	0.00229
522310	BROKER - Money. Primary dealers in 1st and 2nd mortgages. Each person, firm, association or corporation conducting the business of factoring, or buying or selling first or second mortgages on real estate or notes secured by first or second mortgages thereon, or buying or selling bonds or stocks or conditional sales contracts or purchase money notes on automobiles, or rent notes, shall pay an annual license based on the face value of the notes, mortgages, bonds, stocks, conditional sales contracts, purchase money notes and rent notes handled during the preceding year.	0.00287
523120	BROKER - Stock	0.00229
523140	BROKER - Commodity contract brokers and dealers	0.00229
425129	BROKER - Merchandise. A merchandise broker is considered one who for a commission buys or sells goods and negotiates between buyer and seller, but without necessarily having the custody of the property.	0.00329
523130	BROKER —Not Otherwise Specified (Not Realty)	0.00229
999140	CAPITAL EMPLOYED – *Department Administrative Use Only* - value of: Land, buildings and improvements, machinery and equipment, furniture and fixtures, office machinery and equipment, inventory of merchandise purchased for resale but not manufactured or processed by the business within an annexed territory. Capital Employed does not include: The inventory of raw materials purchased for a manufacturing process, work in process, finished goods manufactured by the business in the annexed territory. *If you are a LESSEE of any item meeting the definition of Capital Employed – DO NOT – include the value of such leased property. If you are a LESSOR of*	On First $100,000 of Capital $2.00 per $1,000, On Second $100,000 of Capital $1.00 per $1,000, On Third $100,000 of Capital $0.50 per $1,000, On all Capital in Excess of $300,000 $0.25 per $1,000

	any item meeting the definition of Capital Employed – DO NOT – include the value of such leased property.	
722320	CATERING SERVICE - operated as a business, where no other license is paid. Board of health permit required before license can be issued.	0.00311
812220	CEMETARY COMPANIES or Agents	0.00430
522391	CHECK EXCHANGE	0.00287
624410	CHILD CARE/DAY CARE SERVICES	.00302
812991	CLAIROVOYANTS OR FORTUNE TELLERS etc.: There is hereby levied on each clairvoyant, fortune teller, astrologist, phrenologist, medium, crystal gazer, and on every person practicing palmistry, phrenology, clairvoyancy, or mesmerism, and on every person or device for telling fortunes, and on every spiritualist giving readings, or sittings or exhibitions, of such character, for hire, within the city limits, a license of $1,000.00 Also see City Code Ch. 23	$1,000.00
561440	COLLECTION AGENCY - Each person, firm, or corporation, other than attorneys at law but including adjusters of commercial accounts, engaged in collecting general accounts shall pay a license at the rate prescribed herein measured by gross receipts from said business during the next preceding year.	0.00285
541511	COMPUTER SYSTEMS – Computer programming and other software services	0.002998
238220	CONTRACTOR – Air Conditioning and Heating (sales, service, and installation) requires state heating and A/C certificate before license can be issued.	0.00250
238227	CONTRACTOR – Automatic Sprinklers for fire prevention	0.00250
238350	CONTRACTOR – Carpentering, Carpentry	0.00250
238140	CONTRACTOR – Cement, Brick or Rock Workers (where no other license is paid)	0.00250
238990	CONTRACTOR – Construction or Subcontractor (not otherwise specified)	0.00250
238914	CONTRACTOR – Demolition/Moving	0.00250

238211	CONTRACTOR – Electrical – State Board License Required	0.00250
238910	CONTRACTOR – Excavation and Foundation Work	0.00250
238992	CONTRACTOR – Fence Company Installers not elsewhere classified (other than ornamental iron)	0.00250
238988	CONTRACTOR – Fireproofing by coating material	0.00250
238330	CONTRACTOR – Floor Covering Installation	0.00250
238331	CONTRACTOR – Floor Finishing or Sanding	0.00250
236120	CONTRACTOR – General Contractor ––Licensing required from the Alabama Licensing Board for General Contractors. No permit is to be issued by the city building inspector until the license is issued.	$500.00
238150	CONTRACTOR – Glass and Glazing work, not otherwise specified (see also 297.0R)	0.00250
236121	CONTRACTOR – Home Builder – Licensing required from the Alabama Home Builders Licensure Board	$500.00
238311	CONTRACTOR – Insulators—Insulating ice boxes, buildings, etc., against cold or heat, and where no other license for construction work has been obtained.	0.00250
237112	CONTRACTOR – Irrigation/Sprinkler	0.00250
238340	CONTRACTOR – Marble, Terrazzo, Tile and Mosaic Work	0.00250
238320	CONTRACTOR – Painters, Paper Hangers, Interior Decorators	0.00250
237310	CONTRACTOR – Paving Contractors – NOTE: This shall include all persons, firms or corporations contracting, or agreeing for the paving under a stipulation for compensation by way of percentage or commission from the customer, whether a maximum limit of costs is or is not guaranteed or agreed upon. The amount expended upon each said paving contract or job by the customer or owner shall fix the amount of the license under the schedule written above. The provisions of this section shall not apply for any paving work	0.00250

	performed by paving contractors for any government agency of the United States, State of Alabama and the City and County of Mobile, Alabama. (1-4-66)	
238224	CONTRACTOR – Plumbers and/or Gas Fitters. Subject to state certification and verification of bond, required by inspection services. State Board license required.	0.00250
238912	CONTRACTOR – Septic Tanks. Building and/or installing	0.00250
237311	CONTRACTOR – Sidewalks ~~contractor~~. No person or persons, firms, associations, or corporations shall be permitted to lay any cement sidewalks or curbs in the city without first obtaining a permit from the city engineer. License must be shown to city engineer before permits are issued.	0.00250
238161	CONTRACTOR – Roofing or Roofer – The Home Builders Licensure Board regulates licenses and requires residential roofers undertaking projects valued at more than $2,500 to hold a residential roofer's license. Must show proof of State Board license.	0.00250
238989	CONTRACTOR – Swimming Pools – State Board License Required	0.00250
237110	CONTRACTOR – Water and Sewer, line and related structures construction:	0.00250
237111	CONTRACTOR – Well—Diggers	0.00250
238190	CONTRACTOR – Ornamental Metal Works contractors, installing	0.00250
115111	COTTON MILL	0.001819
561492	COURT REPORTER/Legal Reporter	0.00285
561451	CREDIT – Agency, (credit rating bureaus) (consumer credit reporting agencies, mercantile reporting agencies and adjustment and collection agencies, excepting, however, the "at cost" Mobile Merchants Credit Association)	0.00285
713995	DANCE HALLS, EVENT VENUE, or NIGHT CLUB	0.00366
518210	DATA PROCESSING SERVICES	0.00283

492210	DELIVERY COMPANIES—(local deliveries)	0.00268
484114	DELIVERY LICENSE $75,000 gross maximum – The gross receipts derived from the sale and any requisite setup or installation of all merchandise so delivered shall not exceed seventy-five thousand dollars ($75,000.00) during the license year; The delivery license shall be calculated in arrears, based on the related gross receipts during the preceding license year. Previous years gross receipts must be reported each renewal year. If gross receipts during the preceding license year does not exceed $10,000 and the taxpayer has no other physical presence within the city or it's police jurisdiction, no license is required under this classification. This classification is not to be used for local delivery companies. If at any time during the current license year the taxpayer fails to meet the criteria specified, then within 45 days after any of the criteria have been violated or exceeded, the taxpayer shall purchase a business delivery license or other appropriate license from the city and may be subject to a penalty not to exceed ten dollars ($10). The issuance fee for this license shall not to exceed $10.00.	$100.00
541430	DESIGN SERVICES – Commercial Art and Graphics, with or without photography	0.002998
561611	DETECTIVE/PRIVATE INVESTIGATOR - The detective must first obtain a permit from the chief of police. State Board License Required. See also Ch. 48 of the city code. Sec. 38-47 of Mobile Ordinance states Liability insurance prerequisite to issuance. Before a permit under the provisions of this article shall be issued by the city, the applicant for such permit shall first obtain and deposit with the city revenue department a comprehensive general liability policy with limits of one hundred thousand	0.00290

	dollars ($100,000.00), three hundred thousand dollars ($300,000.00) for bodily injury and ten thousand dollars ($10,000.00) for property damage. All insurance policies required to be deposited with the city revenue department under the provisions of this section shall contain an endorsement providing for thirty (30) days' written notice to the revenue department of the city prior to any material change therein or cancellation thereof. (Code 1965, § 49A-11)	
454390	DIRECT SELLING ESTABLISHMENT, not otherwise specified	0.00307
511140	DIRECTORIES—telephone. Soliciting ads and advertising	0.00346
212399	DIRT PIT	0.00253
336611	DRY DOCKS	0.00235
611710	EDUCATIONAL SERVICES or TRAINING not otherwise specified	0.00385
221122	ELECTRIC LIGHT COMPANIES, etc. State controlled. – For selling or distributing electrical current, an amount equal to three percent of the gross receipts for the business transacted in the **city** for the preceding year from the sale of electrical current sold or distributed from any point or points in the city ~~and the police jurisdiction on basis of one and one-half percent of said gross receipts~~. Additional licenses may be required for other activities, such as retail sales and service.	0.03
<u>221123</u>	ELECTRIC LIGHT COMPANIES, etc. State controlled. – For selling or distributing electrical current, an amount equal to one and one-half percent of the gross receipts for the business transacted in the city's **police jurisdiction** for the preceding year from the sale of electrical current sold or distributed from any point or points in the police jurisdiction on basis of one and one-half percent of said gross receipts. Additional licenses may be required for other activities, such as retail sales and service.	.015
221500	ELECTRIC VEHICLE POWER DISTRIBUTION STATION – whether stand alone or a part of a store/station.	0.00209
238292	ELEVATORS—Branches or agencies for elevator companies selling or repairing hydraulic, steam,	0.00250

	electric, or any mode, or repairing same, including to the control box. Sales, installation, and repair	
561310	EMPLOYMENT AGENCY OR BUREAU	0.00285
339911	ENGRAVERS	0.00235
492211	EXPRESS COMPANIES - State controlled. Commercially engaged in the city and sending packages from the city to any point. See Code of Ala. § 11-51-126.	$500.00
561710	EXTERMINATOR – Must hold state department of agriculture exterminators' certificate before applying for license.	0.00290
453110	FLORIST—Retail	0.00209
424930	FLORIST—Wholesale	0.00215
722331	FOOD ITEMS sold from vehicle (not applicable to farm products sold by grower)	0.00311
488512	FREIGHT/CARGO Forwarding	$125.00
562111	GARBAGE DISPOSAL SERVICE (refuse system). Provided that proof of liability insurance is filed with the revenue director, said liability insurance to be in the amounts required by the safety responsibility laws of the state, and said liability insurance to contain a provision that the same shall not be canceled until the city revenue officer is given at least 30 days' notice of said cancellation, said liability insurance to remain and continue in full force and effect during the term of any license issued hereunder, and provided further that an inspection certificate for each truck or motor vehicle is obtained from the chief of police pursuant to the provisions of chapter 24 (as amended) of the Mobile City Code. Will also need 562113 for number of trucks.	0.00264
562114	GARBAGE HAULING—Any person or business offering for hire hauling garbage, garbage valet services – will also need 562113 for number of trucks.	0.00220
562113	GARBAGE TRUCKS – Number of trucks - In addition to the gross receipts license for each truck or motor vehicle used in the hauling of garbage for hire there shall be affixed a city decal	$25.00

221210	GAS COMPANIES – Each person, firm or corporation engaged in the business of selling or distributing natural gas in the **City** for any purpose whatsoever in an amount equal to three percent (3%) of the gross receipts of the business transacted for the preceding year from the sale or distribution of such gas, except that said rate shall be two percent (2%) of said gross receipts from the sale or distribution of such gas and all sales or deliveries thereof from without the City directly to industrial consumers in the City. Provided that the regression table that follows the calculation method set out in Section 34-42© of this Chapter, shall not apply to any licenses issued to gas companies under this provision. Additional licenses may be required by other activities such as retails sales, etc.	0.03
221211	GAS COMPANIES – Each person, firm or corporation engaged in the business of selling or distributing natural gas in the **Police Jurisdiction** of the City for any purpose whatsoever in an amount equal to one and one-half percent (1 ½%) of the gross receipts of the business transacted for the preceding year from the sale or distribution of such gas, except that said rate shall be two percent (1%) of said gross receipts from the sale or distribution of such gas and all sales or deliveries thereof from without the City directly to industrial consumers in the Police Jurisdiction. Provided that the regression table that follows the calculation method set out in Section 34-42© of this Chapter, shall not apply to any licenses issued to gas companies under this provision. Additional licenses may be required by other activities such as retails sales, etc.	.015
424710	GASOLINE FUEL DISTRIBUTORS or Dealers - (a) Gasoline fuel distributors or dealers selling, supplying or delivering gasoline or other motor fuels or lubricating oils or greases to any manufacturer or remanufacturer of engines, **employing at least 750 workers, where such fuels, oils or greases are used or consumed, or withdrawn from storage and used solely and exclusively for the fixed or static testing of such engines (which sales are specifically exempted from provisions of the two cents per gallon gasoline and motor fuel sales license tax by exemption ordinance 34- 139 adopted September 16, 1969, and as amended by ordinance numbered 34-147 adopted September 13, 1969 and ordinance numbered 34-181 adopted November 18, 1969), or**	

	$120.00, (and this license shall be in addition to all other licenses required of such firms); provided, (b) That any such manufacturer or remanufacturer of engines described in paragraph (a) above, which uses and/or withdraws from storage the fuels, oils or greases named above for the use or consumption specified in paragraph (a) above, **may pay the privilege license tax equal to 0.003000 of the gross purchase price of such fuels, oils and greases so used and/or withdrawn from storage and used or consumed in the manner described in paragraph (a), or the $120.00, and this license shall be in addition to all other licenses required of such firms**; Provided that, where the license specified in paragraph (a) or paragraph (b) on the sale, use or consumption, distribution, storage or withdrawal from storage of such fuels, oils or greases shall have been paid to the city revenue officer by a distributor, or dealer, or manufacturer or remanufacturer as storer or user thereof, such payment shall be sufficient, the intent being that the license shall be paid but once. Must also have code 424723.	
424723	OILS TRUCK – Each person, firm or corporation selling as agent, lubricating, per truck illuminating, fuel, gasoline, butane, propane, or other oil products, shall pay for the privilege of engaging in such business within the corporate limits a privilege tax at the rate of $50.00 per annum for each truck used in said business whether said truck be owned by such agent or not. In addition to this license, there is a monthly license tax of two cents per gallon of gasoline or gasoline substitutes sold.	$50.00
999001	GOING-OUT-OF-BUSINESS/special sales (non-renewable). Must comply with City Code Section 56.	$120.00
713910	GOLF LINKS/COURSES	0.00433
562119	GREASE DISPOSAL SERVICE (septage and grease hauler) provided that proof of liability insurance is filed with the revenue director, said liability insurance to be in the amounts required by the safety responsibility laws of the state, and said liability insurance to contain a provision that the same shall not be cancelled until the city revenue	0.00264

	officer is given at least thirty (30) days' notice of said cancellation, said liability insurance to remain and continue in full force and effect during the term of any license issued hereunder, and provided further that an inspection certificate for each truck or motor vehicle is obtained from the chief of police pursuant to the provisions of chapter 25 (as amended) of the Mobile City Code.	
561612	GUARD SERVICE - any security officer, armed security officer, or contract security company providing private security services in this city must present a copy of their Alabama Security Regulatory Board license or certification. See also Ch. 48 of the city code.	0.00290
622310	HEALTH – Rehabilitation and/or Recovery Centers	0.004466
623110	HEALTH – Rest, Convalescent and/or Nursing Homes	0.00447
621399	HEALTH and ALLIED SERVICES, not elsewhere classified	0.00337
713940	HEALTH CLUB, reducing salons, fitness center, gymnasium	0.00383
621498	HEALTH – Out-Patient Care Center	0.00290
722330	ICE CREAM PEDDLERS	0.00311
524126	INSURANCE - (a) Fire and Marine insurance companies. **City** $4.00 on each $100.00 and major fraction thereof of the gross premiums on policies issued for the preceding calendar year on property located in the city and police jurisdiction thereof, less premiums returned by cancellation provided that each person, firm, or corporation which has not done business in the city shall pay a license of $100.00 and there shall be an adjustment at the expiration of the year of such license according to the schedule hereinabove It is hereby provided that on the first day of January of each year or within 60 days thereafter, each insurance company or person engaged in such business shall furnish the city revenue officer a statement in writing duly authorized and certified by someone authorized to make the same, showing the full and true gross amount of such premiums, less return premiums,	0.04

	received during the year, and shall accompany such statement with the amount of the license due. Failure to furnish such statement shall constitute just cause to decline issuance of a license to such person. A policy which is amended to add additional property or persons within it coverage at the time is is renewed becomes in the next year a policy "issued during the preceding year". The premiums received from such a policy would be subject to the license tax. If there are return premiums only, then enter 0.	
524129	INSURANCE - (a) Fire and Marine insurance companies. **Police Jurisdiction** - $2.00 on each $100.00 and major fraction thereof of the gross premiums on policies issued for the preceding calendar year on property located in the police jurisdiction thereof, less premiums returned by cancellation. It is hereby provided that on the first day of January of each year or within 60 days thereafter, each insurance company or person engaged in such business shall furnish the city revenue officer a statement in writing duly authorized and certified by someone authorized to make the same, showing the full and true gross amount of such premiums, less return premiums, received during the year, and shall accompany such statement with the amount of the license due. Failure to furnish such statement shall constitute just cause to decline issuance of a license to such person. A policy which is amended to add additional property or persons within its coverage at the time is renewed becomes in the next year a policy "issued during the preceding year". The premiums received from such a policy would be subject to the license tax. If there are return premiums only, then enter 0.	.02
524293	INSURANCE ADJUSTERS	0.00286
524113	INSURANCE – Life/Accident/Other – **City** $50.00 and $1.00 on each $100.00 and major fraction thereof of gross premiums on policies issued for the preceding calendar year on property located in the police jurisdiction thereof, less premiums returned by cancellation. A policy which is amended to add additional property or persons within its coverage at the time is renewed becomes in the next year a policy "issued during the preceding year". The premiums received from such a policy would be subject to the license tax. If there are return	$50.00 flat fee plus .01 of gross receipts

	premiums only, then enter 0. It is hereby provided that on the first day of January of each year or within 60 days thereafter, each insurance company or person engaged in such business shall furnish the city revenue officer a statement in writing duly authorized and certified by someone authorized to make the same, showing the full and true gross amount of such premiums, less return premiums, received during the year, and shall accompany such statement with the amount of the license due. Failure to furnish such statement shall constitute just cause to decline issuance of a license to such person.	
524115	INSURANCE – Life/Accident/Other – PJ – **Police Jurisdiction** - $.50 on each $100.00 and major fraction thereof of the gross premiums on policies issued for the preceding calendar year on property located in the police jurisdiction thereof, less premiums returned by cancellation. A policy which is amended to add additional property or persons within its coverage at the time is renewed becomes in the next year a policy "issued during the preceding year". The premiums received from such a policy would be subject to the license tax. If there are return premiums only, then enter 0. It is hereby provided that on the first day of January of each year or within 60 days thereafter, each insurance company or person engaged in such business shall furnish the city revenue officer a statement in writing duly authorized and certified by someone authorized to make the same, showing the full and true gross amount of such premiums, less return premiums, received during the year, and shall accompany such statement with the amount of the license due. Failure to furnish such statement shall constitute just cause to decline issuance of a license to such person.	.005 of gross receipts
561740	JANITORIAL – Carpet or rug cleaners	0.00285
561720	JANITORIAL SERVICE	0.00285
561733	LANDSCAPE - Landscape/lawn care – State Board License Required	0.00290
812320	LAUNDRIES and Dry Cleaning	0.0040
812310	LAUNDRIES—Automatic	0.0040

561730	LAWN and GARDEN SERVICE	0.00291
812331	LINEN SUPPLY COMPANIES	0.0040
522291	LOAN – Money Lenders	0.00287
522296	LOAN – Short Loan / Pay Day Loan (licensed small loan lenders)	0.00287
561622	LOCKSMITHS – State Board License Required	0.00290
721110	LODGING – Hotels (Note: This is in addition to the license commonly called the “Room/Lodging Tax”). This license does not include the license for restaurants and other secondary businesses operating in connection with the renting of rooms. Board of health permit required before license can be issued.	0.00388
721313	LODGING – Rooming Houses, Bed and Breakfast, Camps. Board of health permit required before license can be issued.	0.00388
332711	MACHINE SHOP and/or Wire Work	0.00235
454113	MAIL ORDER SALES	0.00238
561110	MANAGEMENT, Consulting and/or Public Relations Service – (Not Realty)	0.00285
339113	MANUFACTURING – Artificial Limbs. Each person, firm, or corporation manufacturing, making and/or selling artificial limbs, trusses, braces, or similar appliances.	0.00235
337110	MANUFACTURING – Cabinet Makers—Including, but not limited to, those orders delivered in the city.	0.00235
339999	MANUFACTURING – Not Otherwise Specified. The term “manufacturer” as used herein is to include each person, firm, corporation, or association engaged in manufacturing, processing, extracting, or refining.	0.00235
336411	MANUFACTURING – Aircraft	0.00235
335911	MANUFACTURING – Batteries, Storage	0.00235

312111	MANUFACTURING – Bottled Soft Drinks (bottled and canned soft drinks and carbonated waters). Manufacturers of, or bottlers of, or agents or distributors of, whether bottled in the city or not. The above license is not to include any business for which a license is specifically required by any other subsection of this schedule, and shall apply to consigned and warehouse stocks, whenever sold or distributed from local warehouses, as well as purchased stock. Board of health permit required before license can be issued.	0.00235
327310	MANUFACTURING – Cement Manufacturing Plant	0.00235
327320	MANUFACTURING – Concrete and/or Road Material Plants (whether mixed in trucks or not)	0.00235
339116	MANUFACTURING – Dental Laboratories	0.00235
315292	MANUFACTURING – Garment Manufacturers (apparel and other finished products)	0.00235
333999	MANUFACTURING – Gas and Air Products	0.00235
336613	MANUFACTURING – Marine and Industrial Metal Working Plant, including repair and building of vessels, repair, building and manufacturing of machinery, machine parts and all welding and blacksmith shops, (but not including tin shops that are not required to take out contractor's license).	0.00235
321993	MANUFACTURING – Mobile home, manufacture	0.00235
322121	MANUFACTURING – Paper Mill	0.00235
326199	MANUFACTURING – Plastic Products, miscellaneous manufacture	0.00235
321991	MANUFACTURING – Prefabricated House	0.00235
324123	MANUFACTURING – Roofing Materials, manufacturing plant	0.00235
321999	MANUFACTURING – Woodworking manufacturers	0.00235
321112	MANUFACTURING~~,~~ - Lumber (Sawmills and Plaining Mills, general) – As used herein, the term "lumber manufacturing" is defined as the operation of a sawmill, concentration yard, or plaining mill, either	0.00235

	actually manufacturing lumber from logs and/or processing it for shipment in wholesale lots. The concentration of unfinished lumber for shipment in wholesale lots by carload or truckload is recognized as manufacturing and not a wholesale dealer of lumber.	
488320	MARINE CARGO HANDLING, including stevedoring handling	0.00283
621397	MASSAGE THERAPIST – State Board License Required. Must meet criteria set forth in City Code § 8-41.	0.00337
812199	MASSURES (Massage Parlors). Subject to existing police code requirements. Massaging by machines and/or by hand. Provided, the word "machine" as used in this section shall include all types or kinds of massage machines, reducing machines or other apparatus used for massage or reducing except that this schedule shall not apply to such machines operated by licensed physicians. See also City Code Ch 8, Article III	0.0040
561421	MESSENGER SERVICE - Carrying, receiving, or delivering messages within the city, not to apply to receiving and delivering telegraph service.	0.00285
212321	MINING - Sand and Gravel and other	0.00253
561439	MISCELANEOUS – Business Services Not Elsewhere Classified	0.00285
453930	MOBILE HOME DEALERS	0.00209
453931	MOBILE HOME – Parts	0.00209
512132	MOTION PICTURE THEATERS—Drive-in only	0.00303
512131	MOTION PICTURE - Theatres, moving pictures	0.00303
512120	MOTION PICTURE or T.V. film, not elsewhere classified	0.00303
512240	MUSIC STUDIO and Outlets. – Music studios furnishing music to places of business by wire connections or remote control, for hire. Places receiving music so furnished and charging therefor.	0.00303

451212	NEWS STANDS	0.00209
211111	OIL and GAS EXTRACTION	0.00253
324110	OIL REFINERY	0.00253
812931	PARKING GARAGE or structures	0.00355
812930	PARKING LOTS – Any person offering parking space on private property located within a one-mile radius of Ladd-Peebles Stadium for rental on days when football games, sporting events, special events or concerts are scheduled at Ladd-Peebles Stadium shall be exempt from the requirement to obtain a business license, provided that such person owns the private property on which parking space is being offered for rent; or, if the person offering parking space for rent on such days is not the owner of the private property on which parking space is being offered for rent, such person must first obtain written permission from the property owner to use the private property to provide parking space for rent on such days. Additionally, any person offering parking space on private property located within a one-mile radius of any City of Mobile Mardi Gras parade route for rental on days when Mardi Gras parades are scheduled shall be exempt from the requirement to obtain a business license, provided that such person owns the private property on which parking space is being offered for rent; or, if the person offering parking space for rent on such days is not the owner of the private property on which parking space is being offered for rent, such person must first obtain written permission from the property owner to use the private property to provide parking space for rent on such days. These exemptions are applicable only to natural persons and/or any organization organized and operated exclusively for charitable, religious, educational, or other exempt purposes as set forth in section 501© (3) of the United States Internal Revenue Code. Offering parking space pursuant to these exemptions shall not constitute a violation of any other City of Mobile ordinance regarding parking. These exemptions have no effect on any previously recorded subdivision covenants or restrictions.	0.00355

487990	PASSENGER TRANSPORTATION – Airplanes/helicopters for sightseeing	0.00349
487991	PASSENGER TRANSPORTATION – All Other	0.00349
487210	PASSENGER TRANSPORTATION – Boats for sightseeing	0.00349
485114	PASSENGER TRANSPORTATION – Bus Companies—Operating on streets of city by a private firm providing municipal bus service (local and suburban transit) must also have whichever is applicable of 487111 or 487112 for number of trucks	0.00246
488491	PASSENGER TRANSPORTATION – Bus Depot—State controlled license	$300.00
487110	PASSENGER TRANSPORTATION – Buses for sightseeing - must also have whichever is applicable of 487111 or 487112 for number of buses.	0.00349
487111	PASSENGER TRANSPORTATION – Buses - Each motor vehicle with a seating capacity of seven passengers or less, as provided in connection with passenger business	$35.00
487112	PASSENGER TRANSPORTATION – Buses - Each motor vehicle with seating capacity of more than seven passengers	$50.00
485312	PASSENGER TRANSPORTATION – Decal Each taxicab or limousine (subject to City Code, chapter 59)	$25.00
485320	Passenger Transportation – Limousines (subject to Mobile City Code, chap. 59) Will also need 485312 (decal)	0.00246
485310	PASSENGER TRANSPORTATION – Taxicab Companies as defined in chapter 59, Mobile City Code. Will also need 485312 (decal), and driver badge 1st year, driver badge renewal from PD.	0.00246
485311	PASSENGER TRANSPORTATION – Taxicab Stands, per stand per year	$50.00
522298	PAWNBROKERS - giving bond as per ordinance and no person who has not taken out license and given bond as herein provided, shall offer by sign, advertisement or other publication, goods as pawned or pawnbroker goods. And this shall not include the sale of any goods other than those received as pledges. See also Ch. 53 of city code – Will also need 453310 retail license	$500.00

454383	PEDDLERS – annual license Peddlers: All persons or businesses primarily engaged in retailing merchandise via direct sale to the customer by means of a small and temporary location, such as stand, booth, tent, table, truck, wagon, trailer, or any other type of portable stall whatsoever. A peddler's license does not authorize a person or business to engage in any house-to-house activity, solicit at private residences, or to operate a food truck. For any peddler's license, the term "display area" includes the total aggregate square foot area occupied by any combination of a booth, tent, table, truck, wagon, trailer, or any other type of portable stall whatsoever. The following conditions apply: (1) The display area may not exceed 40 square feet. (2) No activity is permitted in any one fixed location for more than 30 days for any calendar year. (3) Without prior written city approval, this license does not permit the placement of any stand, booth, table, display, tent, vehicle, trailer, or any other structure whatsoever on any city property or within the city's rights-of-way. (4) All activities must comply with all city zoning regulations as well as any other applicable city, state, and federal regulations. (5) No activity between the hours of 11:00 p.m. and 6:00 a.m. is authorized pursuant to this license. (6) Written authorization from the property owner or another person who is legally authorized to grant authorization is required prior to conducting any activity on any property not owned by the licensee. The licensee must possess and be able to produce said written authorization at all times while conducting any activity on any property not owned by the licensee. Exception: This license is not valid for peddlers within the Hank Aaron Loop or for any area extending 500 feet from the boundaries of the Hank Aaron Loop for the 30-day period prior to and including Mardi Gras Day.	$50.00, plus $70.00 tax deposit.
454398	PEDDLERS - Mardi Gras. On foot, basket, or cart, each – The license is valid only 30 days prior to and including Mardi Gras Day. NOTE: All peddlers are subject to police regulations.	$500.00

454397	PEDDLERS - Mardi Gras. Stand, booth, table, tent, vehicle, or trailer. License shall be valid only 30 days prior to and including Mardi Gras Day for the area within the Hank Aaron Loop or for any area extending 500 feet from the boundaries of the Hank Aaron Loop. The following conditions apply: (1) The display area may not exceed 200 square feet. (2) Without prior written city approval, this license does not permit the placement of any stand, booth, table, display, tent, vehicle, trailer, or any other structure whatsoever on any city property or within the city's rights-of-way. (3) All activities must comply with all City zoning regulations as well as any other applicable City, State, and Federal regulations. (4) No activity between the hours of 11:00 p.m. and 6:00 a.m. is authorized pursuant to this license. (5) Written authorization from the property owner or another person who is legally authorized to grant authorization is required prior to conducting any activity on any property not owned by the licensee. The licensee must possess and be able to produce said written authorization at all times while conducting any activity on any property not owned by the licensee. Exception: Any business which sets up a booth, stand, or tent during Mardi Gras on property where it is licensed to do business year- round is not required to obtain the additional license provided for in this subparagraph. The gross proceeds derived from the sales from these "on property" Mardi Gras booths, stands or tents must be included in the measure of the annual business license and taxes must be paid and reported on the next regularly scheduled tax period.	$1,000.00
812112	PERSONAL SERVICES —Including, but not limited to, hair, nail, facial, skin, (other services not herein specified) – State Board License Required	0.0040
812115	PERSONAL SERVICES – Cosmetology/Barbering Shop – State Board License Required as defined in ALA CODE 34-7B-1 – Any place where barbering or cosmetology is practiced. Only a properly licensed person, who is not an apprentice or student, may operate a shop.	0.0040

812910	PET SERVICES – Grooming, sitting, walking, etc.	0.0040
812921	PHOTOFINISHING LABORATORIES	0.00355
541924	PHOTOGRAPHERS —No Studio – Any person, firm, or corporation, taking photographs or offering photography service for compensation, who does not qualify as a "studio photographer" defined in 541921. 1 day only	$50.00
541925	2 and less than 10 days, per day	$50.00
541926	10 days or more	$500.00
	All persons, firms or corporations taking photographs for compensation within the city without a studio are hereby defined to be transient photographers.	$150.00 tax deposit.
541921	PHOTOGRAPHERS and or Photography studio – photographer is hereby defined to be every person, firm or corporation maintaining an office, including home office, or studio within the city for the purpose of taking therein, personally or through his/her or its agents, partners, or employees, photographs of persons in the City, and every person, firm or corporation maintaining in any one established place within the city for at least one year complete equipment for the taking of photographs, including all finishing processes, whether inside or outside of such place; shall pay an annual license as provided.	0.003122
713997	PONY RIDES	0.00366
541212	PROFESSIONAL – Accountants/CPA's, per individual accountant not receiving a W2 from firm/office	0.00290
541211	PROFESSIONAL – Accountants/CPA's per firm/office – to report all gross receipts	0.00290
541910	PROFESSIONAL – Analyst—Business, statistical or industrial	0.00290
541820	PROFESSIONAL – Analyst—Management, consulting and/or public relations services	0.00290
541311	PROFESSIONAL – Architects, per individual not receiving a W2 from firm/office	0.00290

541310	PROFESSIONAL – Architect Firm/Office – to report all gross receipts	0.00290
541111	PROFESSIONAL – Attorneys, per individual attorney – not receiving W2 from firm/office	0.00290
541110	PROFESSIONAL – Attorneys, per Firm/Office – to report all gross receipts	0.00290
541710	PROFESSIONAL – Chemists	0.00329
621311	PROFESSIONAL – Chiropractor, per individual chiropractor not receiving a W2 from the firm/office.	0.00290
621211	PROFESSIONAL – Dentists, per individual dentist not receiving a W2 from the firm/office.	0.00290
541331	PROFESSIONAL – Engineers: Civil, constructing, consulting, design, electrical, industrial, mechanical, or mining not receiving a W2 from the firm/office.	0.00290
541332	PROFESSIONAL – Engineers Firm/Office: Civil, constructing, consulting, design, electrical, industrial, mechanical, or mining.	0.00290
621321	PROFESSIONAL – Optometrists not receiving a W2 from the firm/office.	0.00290
621113	PROFESSIONAL – Physicians, surgeons, psychiatrists, osteopaths, or chiropodists, etc. Per individual practitioner not receiving a W2 from the firm/office.	0.00290
621111	PROFESSIONAL – Physicians, surgeons, psychiatrists, optometrists, dentist, osteopaths, or chiropodists, etc. firm/office.	0.00290
541991	PROFESSIONAL – Professions not otherwise specified	0.00290
541360	PROFESSIONAL – Surveying	0.00290
541213	PROFESSIONAL – Tax Experts or Adjustment Bureaus. This license applies to each person, firm, or corporation engaging in business (or who advertises) to undertake the adjustment of taxes, the making of income tax reports or giving assistance in making said income tax reports or other reports required by various governmental agencies. This license shall not apply to auditors, accountants, bookkeepers, or attorneys.	0.00325
541940	PROFESSIONAL – Veterinarian Office or, per individual veterinarian not receiving a W2	0.00290
511110	PUBLISHING – Newspapers	0.00346

511120	PUBLISHING – Printers	0.00346
811118	RADIATOR REPAIR	0.00292
515112	RADIO BROADCASTING STATION	0.00309
482111	RAILROADS - state controlled	$2,000.00
531210	REAL ESTATE AGENTS, BROKERS	0.00262
531215	REAL ESTATE AGENT OFFICE with Licensed Broker	0.00262
531320	REAL PROPERTY – Appraisers, real estate, damage	0.00255
531211	REAL PROPERTY - Land and Land Development	0.00262
531212	REAL PROPERTY Management - Must hold broker's license from Alabama Real Estate Commission. Excludes those persons or entities exempt from the licensing requirements set forth in Alabama Code Section 34-27-2 and listing services or online platforms for short-term rentals. Pursuant to Alabama Administrative Code section 790-X-1-.03, "owners" of real property are defined as "the individual owner himself, or in the case of a corporation or partnership, a partner or corporate officer, who has authority to and does make management decisions affecting the overall policy of the corporation or partnership.	0.00262
721311	REAL PROPERTY - Short-term rental – the rental of a dwelling unit, dwelling of any type, room, building, house or other structure or the part of a structure, including a manufactured home, that is or can be utilized as a transient sleeping place by one or more persons for less than one-hundred and eighty (180) consecutive days per rental period (excludes 721310, 721313, 721311). Also excludes a rental between parties to the sale of such building, etc., where valid documentation of the sale is provided. Lodging tax must be filed and remitted. Individuals utilizing a third party for lodging tax collections shall submit a transaction history detail provided by the third party or other similar document that shows the dates booked, gross revenue, and lodging tax remitted.	0.00388

531191	REAL PROPERTY – Trailer Parks/Camp for transients	0.00441
531190	REAL PROPERTY – Trailer/Mobile Home Parks	0.00351
531110	REAL PROPERTY – Lessors of Residential Buildings and Dwellings: All owners of real property who engage in renting or leasing of ten or more dwelling units for residential purposes, in addition to any other applicable taxes or fees imposed for owning, renting, or leasing such property. If any location has more than one owner, each owner is jointly and severally responsible for the license fee. A license is required for each separate location.	0.00265
531111	REAL PROPERTY – Lessors of Residential Building and Dwellings: All owners of real property who engage in renting or leasing less than ten dwelling units for residential purposes, in addition to any other applicable taxes or fees imposed for owning, renting, or leasing such property. If any location has more than one owner, each owner is jointly and severally responsible for the license fee. A license is required for each separate location. Definitions for the purposes of this license: "dwelling unit" is a single-family residence and each separate family apartment or housing accommodation in multiple-family building. "location" is a parcel as assessed for ad valorem taxes. "owner" is any person who is the holder of record title of any real property, and any assignee thereof. "residential purposes" is a residential occupancy for hire not subject to city lodging tax under article IV of this chapter. Exemptions: (1) Owner-occupied buildings or owner-occupied dwellings in which there are not more than three (3) dwelling units offered for rent or lease at the same location. A building or dwelling is owner- occupied only if it is the principal residence of the owner. (2) Residential properties assessed to the Mobile Housing Board Authority. Any owner claiming an exemption under the owner-occupied status, the Mobile Housing Board Authority exemption, or an exemption pursuant to § 34-65(b),	$15.00 per dwelling unit

	shall file an affidavit with the city revenue department which provides the name and address of the owner and property manager (if applicable) for said property, along with a detailed factual basis for the exemption. Additional exemptions and privileges: (1) Lessors of residential buildings and dwellings shall be required to only file a single business license application form which shall cover all of their dwelling unit locations; (2) Lessors of residential buildings and dwellings shall be exempt from Mobile City Code § 34-51 except that such license(s) must be present at their principal place of business; (3) Lessors of Residential buildings and dwellings shall be exempt from Mobile City Code § 34-53(1) with regards to individual dwelling units.	
531195	REAL PROPERTY LEASING – leasing of real property (except residential buildings and dwellings, and all others already specified)	0.00300
331493	RECYCLING CENTERS of all kinds	0.00184
238225	REFRIGERATION SERVICE – State Board License Required – All legal entities engaged in the business of refrigeration contracting and servicing, installation, and repair.	0.00250
532299	RENTAL – Lease or Rental of Tangible Personal Property not elsewhere classified.	0.00358
238913	RENTAL – Lease or Rental of Tangible Personal Property with Operator, not elsewhere classified.	0.00391
532112	RENTAL – Passenger Car Rental and Leasing without drivers	0.00255
532121	RENTAL – Truck Rental and Leasing without drivers	0.00255
532122	RENTAL – Utility Trailer and Recreational Vehicle Rental	0.00358
811492	REPAIR – Piano Tuner	0.00292
811430	REPAIR – Shoe	0.00292
811211	REPAIR SHOPS – Radio and Television	0.00292

811490	REPAIR SHOPS – Watch, Clock, and Jewelry Repair)	0.00292
811491	REPAIR SHOPS and Related Services, Not Elsewhere Classified, including but not limited to bicycles, guns, pistols, typewriters, automatic sprinklers and sprinkler systems, refrigerators, clothing repair and alterations, stoves, washing machines, small appliances, sharpen tools, lawnmowers. Not to include Automobile repair.	0.00292
811421	REPAIR SHOPS—Furniture repair and refinishing	0.00292
722110	RESTAURANTS – Fast Food —Board of health permit required before license can be issued.	0.00311
722111	RESTAURANTS – All restaurants not fast food – Board of health permit required before license can be issued.	0.00311
453991	RETAIL – Cigar Stores and Stands	0.00209
451110	RETAIL – Sporting Goods Stores and Bicycle Shops	0.00209
453313	RETAIL – Antique, oriental goods, wares, or merchandise	0.00209
448150	RETAIL – Apparel and Accessory Stores	0.00209
441310	RETAIL – Automobile Accessories, batteries, parts, supplies and/or tires	0.00209
441120	RETAIL – Automobile Dealers, used only	0.00209
441110	RETAIL – Automobile Dealer (new and used) whether owned by the dealer or not, except dealers in motorcycles.	0.00209
445291	RETAIL – Bakery (baking and selling). Board of health permit required before license can be issued.	0.00209
451211	RETAIL – Book Stores	0.00209
444190	RETAIL – Building Materials and Supplies—Retail (lumber,-hardware, garden supply, paint, glass, etc. and other building materials dealers)	0.00209
452111	RETAIL – Department Stores	0.00209
446110	RETAIL – Drugs	0.00209

443111	RETAIL – Electrical and/or Gas Appliances and/or supplies—Retail	0.00209
443112	RETAIL – Electronic Equipment and supply	0.00209
451112	RETAIL – Firearms (sold subject to Title 13A-11-79, Code of Alabama, 1975)	0.00209
442110	RETAIL – Furniture	0.00209
447110	RETAIL – Gasoline. Retail dealers in, and agents for, the sale of gasoline. This license in addition to all other licenses required.	0.00209
453220	RETAIL – Gift shop	0.00209
445110	RETAIL – Groceries	0.00209
451120	RETAIL – Hobby, toy, and game shops	0.00209
722213	RETAIL – Ice Cream Shop or Store	0.00311
453992	RETAIL – Ice Dealer	0.00209
448310	RETAIL – Jewelry	0.00209
453311	RETAIL – Junk Shops/Yards and Dealers	0.00209
445222	RETAIL – Meat and Fish (seafood) Markets	0.00209
445210	RETAIL – Meats, fresh—Retail. Board of health permit required before license can be issued.	0.00209
452990	RETAIL – Miscellaneous General Merchandise sales	0.00209
453997	RETAIL – Monuments, Tombstones, Statuary	0.00209
441222	RETAIL – Motorboats (engines, inboard or outboard), hulls, supplies (new or used)	0.00209
441221	RETAIL – Motorcycles and Motor Bikes, motor scooters and supplies	0.00209
453910	RETAIL – Pet Shops	0.00209
444195	RETAIL – Prefabricated House	0.00209

445230	RETAIL – Produce and Fruit dealers, stores, and vegetable markets	0.00209
441210	RETAIL – Recreational and Utility Trailer Dealers	0.00209
448210	RETAIL – Shoe Stores	0.00209
453998	RETAIL Trade Not Elsewhere Classified	0.00209
453310	RETAIL - USED MERCHANDISE Stores	0.00209
452994	RETAIL – VARIETY STORES	0.00209
517410	SATELLITE DISH/Equipment Dealers	0.00426
611511	SCHOOL – Barber / Cosmetology –See also City Code Ch 8, Article II	0.00385
611610	SCHOOL – Dancing schools - (a) Persons, firms, or corporations engaged in the business or profession of teaching dancing. (b) Where school children only are taught in private dancing schools, during those months of the year that correspond to the regular school terms, same as schools. This item shall not apply to dancing schools operated by the state, county or city public schools or any regularly organized schools or colleges where the teaching of dancing is a minor part of the curriculum.	0.00385
611692	SCHOOL – Driving school. Each person, firm or corporation engaged in the business of teaching the operation of motor vehicles of every kind and character to others. This license shall not apply to driving schools or persons teaching driving in connection with the curriculum of any public school.	0.00385
611519	SCHOOL – Unclassified – Schools and educational services, not otherwise specified. This license shall not apply to schools operated by the state, county, city or to public schools, or to church operated schools.	0.00385
561620	SECURITY SYSTEMS—Equipment sales and installation maintenance, and/or repair - State Board License Required – alarm systems, closed circuit television systems (CCTV), electronic access control systems, locksmithing, and/or alarm monitoring by means of selling, installing, maintaining, or repairing.	0.00290
561621	SECURITY SYSTEMS—Monitoring - State Board License Required (for personnel see Guard Service)	0.00290

562991	SEPTIC TANKS - Cleaning service.	0.00264
713998	SHOOTING GALLERIES and Places	0.00366
711190	SIDE SHOWS or Exhibitions of paintings, pictures, freaks, curiosities, museum of anatomy, etc.	0.00431
541890	SIGN - Painting. Repairing, Erecting, sign repairing and show card writing not including poster, billboard, neon or electrical sign, or decorative painting.	0.00290
541850	SIGN – selling, offering to sell, leasing or sub-leasing, to others	0.00290
624190	SOCIAL SERVICES – Social/Leisure Serv/Care (other than Child Care)	0.00302
711325	SPECIAL EVENT – All others (including tax deposit of $250.00)	$500.00
711326	SPECIAL EVENT – Licensed Retail Merchants—Temporary location for special event. (Provided, however, that regularly licensed businesses selling at a temporary location within the city or its police jurisdiction, for no more than five (5) days, and no more than twice annually, may do so without payment of an additional license).	0.00
711324	SPECIAL EVENT – Mall Promoted special events	$500.00
711320	SPECIAL EVENT – Street Fairs or Carnival shows. Subject to police regulation.	0.00431
711319	SPECIAL EVENT - Amusement and Entertainment Promoters license (single event) – Special events (one or more times). In no event shall a special event license be in effect for more than two weeks. This license code category is to cover events at the Mobile Convention Center, Mobile Civic Center, Bel Air Mall, Springdale Mall, circuses, fairs, and any other event of less than two weeks duration. Provided that no circus or circuses shall be issued a license in any year to hold a performance within thirty days prior to the date for the holding of the Greater Gulf State Fair, Inc. in Mobile County. Mechanical rides, other than amusement devices operated by depositing a coin in a slot: Note: Promoter shall be responsible for collecting all fees and remitting them to the city prior to the special event. Gross receipts tax required (~~four~~ five percent city – one percent county if held within city limits; two-	$500.00

	point five percent city – one percent county if held within the police jurisdiction.) The promoter will be provided with a "special events gross receipts tax form". Gross receipts tax will be due and payable at the conclusion of the event and any promoter failing to follow these procedures shall be penalized and fined. Equipment cost, per week Proof of inspection of rides from a registered engineer within the prior year. Proof of $1,000,000.00 liability insurance issued by company qualified to do business in the state and issued by a state agent with city named as loss payee.	$300.00
711321	SPECIAL EVENT - General Merchandise sales promoters license (single event) Gross receipts tax required (Five percent if held within city limits; two point five percent if held within the police jurisdiction of the city.) Prior to the event, the promoter is required to inform all participating vendors about the city's gross receipts tax requirements, and to provide them with a "special events gross receipts tax form." At the conclusion of the event or as vendors conclude their participation in the event, the promoter is required to collect from each vendor the properly completed "special events gross receipts tax form" and the taxes due as reported thereon. The promoter is further required to make sure that each "special events gross receipts tax form" contains the vendor's name, address, telephone number, total sales volume, and tax due and paid. The promoter is also required within ten days following the event to forward the completed reports and the taxes due from all vendors who participated in the event to the City of Mobile Revenue Department, 205 Government Street, P.O. Box 3065, Mobile, Alabama 36601. Any promoter failing to follow these procedures shall be penalized and fined $250.00. SPECIAL EVENT – General Merchandise sales Promoters who sponsor more than one "special event" during the year. Annual business license. Gross receipts tax required (Five percent if held within city limits; two-point five percent if held within the police jurisdiction of the city.) Prior to the	$250.00 -0.00431

	event, the promoter is required to inform all participating vendors about the city's gross receipts tax requirements, and to provide them with a "special events gross receipts tax form." At the conclusion of the event or as vendors conclude their participation in the event, the promoter is required to collect from each vendor the properly completed "special events gross receipts tax form" and the taxes due as reported thereon. The promoter is further required to make sure that each "special events gross receipts tax form" contains the vendor's name, address, telephone number, total sales volume, and tax due and paid. The promoter is also required within ten days following the event to forward the completed reports and the taxes due from all vendors who participated in the event to the City of Mobile Revenue Department, 205 Government Street, P.O. Box 3065, Mobile, Alabama 36601. Any promoter failing to follow these procedures shall be penalized and fined $250.00.	
711322	SPECIAL EVENT – Commercially Promoted special events – Promoters of special events shall obtain a business license and post a tax bond with the city revenue department according to the following schedule. Vendors shall not be required to obtain a separate business license but shall, jointly with the promoter, be responsible for paying all taxes due from the sale of any tangible personal property. In no event shall a special event license be in effect for more than two weeks. Not later than thirty days prior to each event, the promoter shall provide the revenue department with such information as may be required by the department concerning the vendors that will participate in the event. Promoters shall distribute tax forms to all vendors prior to the event and shall be responsible for collecting all completed tax forms, and the taxes shown to be due thereon, from each vendor. Not later than ten days after the conclusion of the event, the promoter shall transmit all tax forms and shall pay all taxes due to the revenue department. If the promoter shall fail to file any tax form required by this section, or if the promoter shall fail to pay the amount shown to be due thereon, then the promoter shall forfeit the entire tax bond, and shall be punished in accordance with section 34-58 of the City	

	Code. Tax bonds will not be required if the special event does not involve the sale of tangible personal property as defined in § 34-23 of this Code. Bond Required Promoter (Number of Vendor Booths) 1-25 5,000.00 26-75 5,000.00 76-125 10,000.00 Over 125 10,000.00	 $120.00 $150.00 $250.00 $300.00
711327	SPECIAL EVENT - Events conducted by Civic or Charitable Organizations – Special events conducted not more than once a year by a civic or charitable organization which, for purposes of this license, is defined as an organization or nonprofit corporation which utilizes the proceeds of the event for a benevolent, educational, philanthropic, humanitarian, scientific, artistic, patriotic or other eleemosynary purpose.	$25.00
561329	STAFF - Wait / Bartending – Providing staff to serve guests.	0.00285
315223	TAILORS - Alterations, Sewing	0.00235
812197	TATTOOING or Tattooing Parlors – Board of Health Inspection required	0.0040
517213	TELECOM - Commercial Mobile Radio Services	0.00426
517310	TELECOM Services – Reseller of Telecommunications Services	0.00426
517311	TELEGRAPH Companies, state controlled	$750.00
517110	TELEPHONE Local Exchange license, state controlled	$12,000.00
517111	TELEPHONE Long Distance exchange license, state controlled	$3,000.00
517510	TELEVISION – Cable Television Companies and comparable services – See also Ch. 11.5 of the City Code.	0.00426

515120	TELEVISION Broadcasting Stations. Provided, however, this license shall not apply to that portion of the business that may be in interstate or foreign commerce or to business done with the government of the United States.	0.00309
561320	TEMPORARY HELP - to supply services	0.00172
711130	THEATRICAL - Musical Performances, Athletic Contests or Exhibitions or Entertainment not otherwise specified, (except when entire proceeds are designated for, and donated to, recognized charities, approved by the council).	0.00431
238226	TIN SHOPS - Persons operating tin shops and doing no contracting for tin or sheet metal work of any description, and who are not required to take out contractor's license.	0.00250
541191	TITLE COMPANY – Abstract of title companies	0.00571
454392	TRANSIENT MERCHANTS - All persons engaged in selling goods, wares, merchandise, or services to any purchaser other than registered licensed merchants dealing in that particular line of goods offered by said persons, shall be required before selling or offering to sell such articles to obtain a license in the amount of $500.00. In addition, $150.00 tax deposit to be paid when the license is purchased. This license shall also apply to such persons that stop in hotels or motels or rent rooms at other places to display their goods and services and sell same to the general public by samples, or take orders for shirts, clothing or articles of similar or dissimilar character. The following conditions apply: (0) Each license issued is valid only for up to seven consecutive days. (0) Without prior written city approval, this license does not permit the placement of any stand, booth, table, display, tent, vehicle, trailer, or any other structure whatsoever on any city property or within the city's rights-of-way.	$500.00

	(0) Licensee must comply all with city zoning regulations as well as any other applicable city, state, and federal regulations. (0) This license does not authorize a person or business to engage in any house-to-house activity or solicitate at private residences. (5) Written authorization from the property owner or another person who is legally authorized to grant authorization is required prior to conducting any activity on any property not owned by the licensee. The licensee must possess and be able to produce said written authorization at all times while conducting any activity on any property not owned by the licensee. Exception: This license is not valid for any activity within the Hank Aaron Loop or for any area extending 500 feet from the boundaries of the Hank Aaron Loop for the 30-day period prior to and including Mardi Gras Day.	
561520	TRAVEL AGENCY/Bureau	0.00285
561731	TREE TRIMMER – Pruning or cutting	0.00291
484230	TRUCK DEPOTS - Motor propelled common carriers or motor propelled contract carriers or contract carriers maintaining depots, stations, or terminal facilities in the city for the handling of freight and for which no other license is required by the ordinance of the city. For each such carrier maintaining a depot, station or terminal facility as above provided, based on the average number of motor vehicle trucks handled, serviced, kept, loaded, or unloaded per day herein for each truck, $25.00. (In view of Code of Ala. § 37-3-33 no such carrier should be required to pay a license tax for any one year in excess of $300.00.)	$300.00 plus 25.00 ea. truck
484121	TRUCKING - except local (Long Hauling)	0.00268
484110	TRUCKING - local	0.00268

812210	UNDERTAKERS/FUNERAL DIRECTORS - And in addition, where caskets, shrouds, or other merchandise are sold a merchants-retail license shall also be purchased, based upon the receipts from the sale of such merchandise.	0.00430
484112	USE OF STREETS, etc. Each person, firm, corporation, association or company who uses the streets, avenues, alleys or public roads of the city for unloading, distributing, disposing of, or delivering of goods, wares, produce or merchandise of any kind which said goods, wares, produce or merchandise was transported from a point without the city to a point within the city, shall pay a license equal to, but not in excess of the license paid for like volume by local licensees engaged in the same business.	0.00268
454210	VENDING – Vending matches, gum, candy, postage stamps, cigarettes, popcorn, peanuts, or other articles, electric pianos, or for looking at pictures, soft drinks, weighing machines, soap, and other items, not otherwise specified (including vending machines vending merchandise in industrial plants or on private property for use by employees) shall pay license on overall business. And in addition thereto for each machine operated that is dispensing, per annum, there shall be affixed a city decal:	0.00238
454216	Vending – Decal - Machines in city, per machine	$10.00
454213	Vending – Decal - Machines in PJ, per machine	$5.00
454211	Vending – Juke Boxes (City) – Decal - Machines in city, per machine	$25.00
454212	Vending – Juke Boxes (PJ) – Decal - Machines in PJ, per machine	$12.50
624310	VOCATIONS and SERVICES NOT OTHERWISE SPECIFIED - Every person, and each member of a firm or partnership and each partnership, and each corporation engaged in any vocation or service shall pay a license based on his or its gross annual receipts as provided.	0.00302
493120	WAREHOUSING – Cold Storage. Supplying cold storage for hire.	0.00281

493110	WAREHOUSING and Storage General	0.00281
493111	WAREHOUSING and Storage Household	0.00281
811310	WELDING	0.00300
423120	WHOLESALE – Automobile Accessories, batteries, parts, supplies and/or tires	0.00215
423112	WHOLESALE – Automobile Dealers	0.00215
424490	WHOLESALE – Bakery—Board of health permit required before license can be issued.	0.00215
423390	WHOLESALE – Building Materials and Supplies—(construction materials not otherwise classified)	0.00215
423450	WHOLESALE – Dental Supplies	0.00215
424210	WHOLESALE – Drugs	0.00215
423620	WHOLESALE – Electrical and/or Gas Appliances and/or supplies	0.00215
424421	WHOLESALE – Fish and Seafoods	0.00215
423210	WHOLESALE – Furniture	0.00215
424720	WHOLESALE – Gasoline – Each person engaged in the business of selling gasoline and/or other petroleum products at wholesale and for delivering gasoline within the city and/or its police jurisdiction shall pay an annual license on gross sales from the preceding year. In addition to this license, there is a monthly license tax of four (4) cents per gallon charged in the city limits and two (2) cents per gallon charged in the police jurisdiction.	0.00215
424410	WHOLESALE – Groceries	0.00215
423931	WHOLESALE – Junk shops / Yards and Dealers - Provided, that persons dealing in, purchasing or disposing of old castings and metals of any kind, wastepaper, rags and like materials, are hereby declared to be keepers of junk shops and subject to the requirements herein set forth.	0.00215
423860	WHOLESALE – Motorboats (engines, inboard or outboard), hulls, supplies (new or used)	0.00215

423110	WHOLESALE – Motorcycles and Motor Bikes, motor scooters and supplies	0.00215
424711	WHOLESALE – Oil Dealers (crude or fuel oil exclusively)—Wholesale	0.00215
423720	WHOLESALE – Plumbing Fixtures and Supplies	0.00215
424481	WHOLESALE – Produce and Fruit Dealers	0.00215
424940	WHOLESALE – ~~Retail~~ Tobacco and Tobacco Products	0.00215
423990	WHOLESALE Trade—Durable Goods	0.00215
424990	WHOLESALE Trade—Nondurable Goods	0.00215
711191	WILD WEST SHOWS Minimum license, per day	0.00431 $100.00
488410	WRECKER COMPANIES -Towing Services – Wrecker companies must conform to city ord. Ch. 63 – city wrecker ordinance. If on city rotation, truck(s) will need to be inspected by the city police department prior to licensing. May need 488411 if more than one storage lot.	0.00283
488411	WRECKER BRANCHES/OFFICES - (a) Wrecker branch~~es~~, or office, where vehicles are received, delivered, or stored, regardless of whether a part of the repair work is done there or elsewhere. May need 488410 if Main Branch	$50.00

Section 2: Section 30-71, of the Mobile City Code, 1991, is hereby amended and restated to read as follows:

Sec. 30-71. - Application for license; deposit of fee; approval by health officer; designation of place of business.

Each person applying for a license to sell the beverages defined in section 30-1 shall make application therefor on a form similar in all respects to the form required for the application for state licenses under Code of Alabama, Section 28-3-1 et seq., as amended, and such forms shall contain the same statement of facts required under such state law for state applications. A non-refundable application fee of $50.00 is to be included with each application. No such license shall be issued until the applicant has been duly licensed by the state and no application for a state license shall be approved until an application for the city license has been made and the sum required for the issuance of the city license has been deposited with the city revenue department. In the event the state license is refused, the sum so deposited shall be immediately returned to the applicant. No application for a state license shall be approved nor shall a city license be issued for the sale of alcoholic beverages for consumption on the premises until the applicant deposits with the city revenue department a certificate by the health officer that the premises in question are sanitary and properly equipped for compliance with the state and city sanitary and health laws. Every license issued shall designate the place at which such business shall be carried on and such license shall authorize the carrying on of such business only at the place designated.

Section 3: Section 30-76, of Mobile City Code, 1991, is hereby amended and restated to read as follows:

Sec. 30-76. – Reserved

Section 4: Section 30-79 is hereby added to of Mobile City Code, 1991, as follows:

Sec. 30-79. – Notice of Public Hearing for Alcoholic Beverage License.

a) In every case where application is made for any type of alcohol beverage license, in addition to other advertising requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

(Name of Applicant) has made application to the City Council of the City of Mobile for a (type of license) for the premises located at (location), Mobile, Alabama. A public hearing will be held by the City Council in the Council's chambers at (time) on the _____ day of _____,20___, located at (location).

(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 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 Revenue Department, at the time application 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.

(c) The 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 hearing shall be set, the day shall be supplied to the applicant to be inserted in the website ad and in the posted notice.

Section 5: Section 34-22(b) of Mobile City Code, 1991, is hereby amended to read as follows:

In addition to all other penalties, if a taxpayer fails to timely pay the city any sales tax due under the city's sales tax code, there shall be added interest at a rate determined pursuant to *Ala. Code* Section 40-1-44.

Section 6: Section 34-24(b) of Mobile City Code, 1991, is hereby amended to read as follows:

In addition to all other penalties, if a taxpayer fails to timely pay the city any sales tax due under the city's sales tax code, there shall be added interest at a rate determined pursuant to *Ala. Code* Section 40-1-44.

Section 7: Section 34-42(e)(1)(f) of Mobile City Code, 1991, is hereby amended to read as follows:

(d) *Special rules for new businesses.*

1. Any person applying for a new license shall, upon payment of the minimum license amount in section 34-44, be issued a temporary license for a period of sixty (60) days. Unless specifically noted otherwise in the license schedule.

If at any time during the current license year the taxpayer fails to meet any of the above stated criteria, then within forty-five (45) days after any of the said criteria have been

violated or exceeded, the taxpayer shall purchase all appropriate business licenses from the city for the entire license year and without regard to this subsection.

Section 8: Section 34-60(c) of Mobile City Code, 1991, is hereby amended to read as follows:

All delinquent accounts shall also be charged simple interest at a rate determined by *Ala. Code* Section 40-1-44.

Section 9: Section 34-68(d) of Mobile City Code, 1991, is hereby amended to read as follows:

If the petition is granted or the city or a court otherwise determines that a refund is due, the overpayment shall be promptly refunded to the taxpayer, together with interest at a rate determined pursuant to *Ala. Code* Section 40-1-44. If the city or a court determines that a refund is due, the amount of overpayment plus any interest due thereon may first be credited by the city against any outstanding final tax liabilities due and owing by the taxpayer to the city, and the balance of any overpayment shall be promptly refunded to the taxpayer. If any refund or part thereof is credited to any other tax by the city, the taxpayer shall be provided with a written detailed statement showing the amount of overpayment, the amount credited for payment to other taxes, and the amount refunded.

Section 10: Section 34-75(b)

In addition to all other penalties, if a taxpayer fails to timely pay the city and rental motor vehicle tax due under the city's rental motor vehicle tax code, there shall be added interest at a rate determined pursuant to *Ala. Code* Section 40-1-44.

Section 11: Section 34-105(b)

In addition to other penalties, if a taxpayer fails to timely pay the city any lodging tax due under the city's lodging tax code, there shall be added interest at a rate determined pursuant to *Ala. Code* Section 40-1-44.

Section 12: Section 34-137(b) of Mobile City Code, 1991, is hereby amended to read as follows:

In addition to all other penalties, if a taxpayer fails to timely pay the city any lease tax due under the city's tax on lease of tangible personal property code, there shall be added interest at a rate determined pursuant to *Ala. Code* Section 40-1-44.

Section 13: Section 34-44(e) of Mobile City Code, 1991, is hereby amended to read as follows:

2. Reserved

(e) *Issuance fee*: The fee for issuing each annual business shall be equal to the maximum amount allowable pursuant to State law. (See *Ala. Code* Section 11-51-90).

Section 14: Miscellaneous provisions:

(a) This Ordinance repeals and replaces Mobile City Ordinance 34-068.

(b) All other City Code Sections and ordinances or part of any City Code Sections and ordinances in conflict are hereby repealed to the extent of such conflict.

(c) The provisions of this Ordinance are severable. If any part of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, that declaration shall not affect the part or parts that remain.

(d) That the City Clerk of the City of Mobile is hereby authorized and directed to advertise the adoption of this Ordinance as required by law.

(e) This Ordinance shall be effective within the City of Mobile and its police jurisdiction on January 1, 2023.

ADOPTED:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Sponsored by:

Councilmember Gregory

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	11/2/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/2/2023 - 1:21 PM

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Modification of a Previously Approved Planned Unit Development for Property Located at 161 Dogwood Lane

Pursuant to Resolution of the Mobile, Alabama City Council adopted September 6, 2022, a public hearing will be held on the 12th day of December, 2023, at 10:30 a.m., to consider adoption of an ordinance for the proposed modification of a previously approved Planned Unit Development for property located at 161 Dogwood Lane.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planned Unit Development (PUD) was approved on May 20, 2021 to allow a parking lot expansion and multiple buildings on a single building site for an existing church school on property located at 161 Dogwood Lane and described as follows:

COMMENCING AT THE NORTHEAST CORNER OF OLD SHELL ROAD AND COLLEGE LANE; THENCE ALONG THE NORTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN WESTWARDLY 450 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN SOUTHWARDLY 450 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF LOYOLA LANE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN WESTWARDLY 475 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 430 FEET, MORE OR LESS TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN EASTWARDLY 485 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 4.9 ACRES, MORE OR LESS.

ALSO:

THE PROPERTY BOUNDED ON THE NORTH BY OLD SHELL ROAD, BOUNDED ON THE EAST BY DOGWOOD LANE, BOUNDED ON THE SOUTH BY LOYOLA LANE, AND BOUNDED ON THE WEST BY PROVIDENT LANE. CONTAINING 4.6 ACRES, MORE OR LESS.

ALSO:

COMMENCING AT THE NORTHEAST CORNER OF LOYOLA LANE AND COLLEGE LANE; THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN EASTWARDLY 500 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING EASTWARDLY ALONG SAID SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN A DISTANCE OF 990 FEET,

MORE OR LESS, TO A POINT; THENCE RUN SOUTHWARDLY 500 FEET, MORE OR LESS, TO A POINT; THENCE RUN WESTWARDLY 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 490 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 11.3 ACRES, MORE OR LESS.

ALSO: (LEASED FROM SPRINGHILL COLLEGE)

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 13, T4S-R2W, MOBILE COUNTY, ALABAMA, RUN N 00° 45' 40" W 1869.12 FEET TO A POINT; THENCE RUN S 89° 22' 19" W 621.46 FEET TO THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65 WITH THE SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 22' 19" W 215.75 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 00° 02' 11" E 59.01 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 57' 49" W 70 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 00° 02' 11" W 58.94 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 22' 19" W 565.07 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN S 00° 37' 41" E 105 FEET TO A POINT; THENCE RUN S 80° 00' 51" W 369.78 FEET TO A POINT; THENCE RUN S 48° 23' 15" W 320 FEET TO A POINT; THENCE RUN S 00° 37' 41" E 205 FEET TO A POINT; THENCE RUN S 51° 12' 53" W 356.09 FEET TO A POINT; THENCE RUN S 89° 22' 19" W 657.52 FEET TO A POINT; THENCE RUN N 61° 01' 25" W 253.03 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 157 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 172 FEET TO A POINT; THENCE RUN N 42° 29' 24" W 245.66 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 115.04 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 335.94 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 105 FEET TO A POINT; THENCE RUN N 59° 28' 08" W 125.62 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 50 FEET TO A POINT; THENCE RUN N 00° 19' 46" W 16.50 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 492.67 FEET TO A POINT; THENCE RUN S 00° 07' 19" W 16.50 FEET TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 89° 22' 19" E 1378.90 FEET TO THE POINT OF BEGINNING. CONTAINING 25.2 ACRES, MORE OR LESS.

ALL CONTAINING 48 ACRES, MORE OR LESS.

WHEREAS, the owner of said property applied for a major modification of the PUD on May 15, 2023 to allow the construction of a locker room for an existing church school in an R-1, Single-Family Residential Suburban District.

WHEREAS, the Planning Commission held a public hearing on the requested modification on June 15, 2023 and recommended approval of the major modification of the PUD subject to the following condition: 1) Full compliance with all municipal codes and ordinances;

WHEREAS, the City Council finds that the proposed modification:

Is consistent with all applicable requirements of Chapter 64;
Is compatible with the character of the surrounding neighborhood;
Will not impede the orderly development and improvement of surrounding property;

Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;

Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;

Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;

Will not be detrimental or endanger the public health, safety or general welfare; and

That the proposed modification is in the City's and the larger community's best interests.

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

Section One: That the modification of the PUD is hereby approved with the following required condition:

1) Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 12th day of December, 2023, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 15th day of November, 2023 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 161 Dogwood Lane.

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on May 20, 2021. The owner of said property has applied for a modification of the PUD to allow the construction of a locker room for an existing church school in an R-1, Single-Family Residential Suburban District. If approved, the modification will allow the construction of a locker room for an existing church school in an R-1, Single-Family Residential Suburban District subject to the following proposed condition: 1) Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Planned Unit Development (PUD) was approved on May 20, 2021 to allow a parking lot expansion and multiple buildings on a single building site for an existing church school on property located at 161 Dogwood Lane and described as follows:

COMMENCING AT THE NORTHEAST CORNER OF OLD SHELL ROAD AND COLLEGE LANE; THENCE ALONG THE NORTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN WESTWARDLY 450 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN SOUTHWARDLY 450 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF LOYOLA LANE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN WESTWARDLY 475 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 430 FEET, MORE OR LESS TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN EASTWARDLY 485 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 4.9 ACRES, MORE OR LESS.

ALSO:

THE PROPERTY BOUNDED ON THE NORTH BY OLD SHELL ROAD, BOUNDED ON THE EAST BY DOGWOOD LANE, BOUNDED ON THE SOUTH BY LOYOLA LANE, AND BOUNDED ON THE WEST BY PROVIDENT LANE. CONTAINING 4.6 ACRES, MORE OR LESS.

ALSO:

COMMENCING AT THE NORTHEAST CORNER OF LOYOLA LANE AND COLLEGE LANE; THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN EASTWARDLY 500 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING EASTWARDLY ALONG SAID SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN A DISTANCE OF 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN SOUTHWARDLY 500 FEET, MORE OR LESS, TO A POINT; THENCE RUN WESTWARDLY 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 490 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 11.3 ACRES, MORE OR LESS.

ALSO: (LEASED FROM SPRINGHILL COLLEGE)

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 13, T4S-R2W, MOBILE COUNTY, ALABAMA, RUN N 00° 45' 40" W 1869.12 FEET TO A POINT; THENCE RUN S 89° 22' 19" W 621.46 FEET TO THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65 WITH THE SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 22' 19" W 215.75 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 00° 02' 11" E 59.01 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 57' 49" W 70 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 00° 02' 11" W 58.94 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 22' 19" W 565.07 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN S 00° 37' 41" E 105 FEET TO A POINT; THENCE RUN S 80° 00' 51" W 369.78 FEET TO A POINT; THENCE RUN S 48° 23' 15" W 320 FEET TO A POINT; THENCE RUN S 00° 37' 41" E 205 FEET TO A POINT; THENCE RUN S 51° 12' 53" W 356.09 FEET TO A POINT; THENCE RUN S 89° 22' 19" W 657.52 FEET TO A POINT; THENCE RUN N 61° 01' 25" W 253.03 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 157 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 172 FEET TO A POINT; THENCE RUN N 42° 29' 24" W 245.66 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 115.04 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 335.94 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 105 FEET TO A POINT; THENCE RUN N 59° 28' 08" W 125.62 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 50 FEET TO A POINT; THENCE RUN N 00° 19' 46" W 16.50 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 492.67 FEET TO A POINT; THENCE RUN S 00° 07' 19" W 16.50 FEET TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 89° 22' 19" E 1378.90 FEET TO THE POINT OF BEGINNING. CONTAINING 25.2 ACRES, MORE OR LESS.

ALL CONTAINING 48 ACRES, MORE OR LESS.

WHEREAS, the owner of said property applied for a major modification of the PUD on May 15, 2023 to allow the construction of a locker room for an existing church school in an R-1, Single-Family Residential Suburban District.

WHEREAS, the Planning Commission held a public hearing on the requested modification on June 15, 2023 and recommended approval of the major modification of the PUD subject to the following condition: 1) Full compliance with all municipal codes and ordinances;

WHEREAS, the City Council finds that the proposed modification:

a. Is consistent with all applicable requirements of Chapter 64;

b. Is compatible with the character of the surrounding neighborhood;
c. Will not impede the orderly development and improvement of surrounding property;
d. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
e. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
f. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
g. Will not be detrimental or endanger the public health, safety or general welfare; and
h. That the proposed modification is in the City's and the larger community's best interests.

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

Section One: That the modification of the PUD is hereby approved with the following required condition:

1) 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

St. Paul's Episcopal School (McCrory & Williams, Agent)
161 Dogwood Lane
Council District 7
Gina Gregory

THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

November 2, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of June 15, 2023 considered the request of St. Paul's Episcopal School (McCrory & Williams, Agent), for a Major Modification of a Previously Approved Planned Unit Development (PUD) to allow the construction of a locker room for an existing church school in an R-1, Single-Family Residential Suburban District for the property located at 161 Dogwood Lane.

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

1) Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

June 27, 2023

Laura M. Davis
McCrory & Williams, Inc.
3207 International Drive
Mobile, Alabama 36606

Re: **161 DOGWOOD LANE**
MOD-002524-2023
St. Paul's Girls Softball Field Locker Room
St. Paul's Episcopal School, McCrory & Williams
District 7
Modification of a previously approved Planned Unit Development to allow the construction of a locker room for an existing church school in an R-1, Single-Family Residential Suburban District.

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

At its meeting on June 15, 2023, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined that the following criteria prevail to support the Major Planned Unit Development (PUD):

A. **The requests are consistent with all applicable requirements of this Chapter;**
B. **The requests are compatible with the character of the surrounding neighborhood;**
C. **The requests will not impede the orderly development and improvement of surrounding property;**
D. **The requests will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:**
E. **The requests will minimize traffic hazards and traffic congestion on the public roads;**
F. **The requests are not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;**
G. **The requests shall not be detrimental or endanger the public health, safety or general welfare; and**
H. **Benefits Consideration. The requests will be in the City's and the larger community's best interests.**

As such, the Planning Commission voted to recommend Approval of the Major PUD subject to the following conditions:

1. **Full compliance with all municipal codes and ordinances.**

After you have obtained all the necessary approval signatures and the plat has been recorded in the Mobile County Probate Office, **five** copies of the recorded plat (including instrument number) must be submitted to the Planning and Zoning Department office. This procedure must be completed within one (1) year, or the Tentative Approval will expire.

Please also submit a CAD compatible (DXF) digital copy of the final plat to the Planning and Zoning Department office once the plat has been submitted to Probate for recording. This may be submitted on disk, flash drive, memory stick, or via e-mail to planning@cityofmobile.org.

The advertising fee for this application based on the current legal description is $542.26. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: _____
Bert Hoffman
Deputy Director of Long-Range Planning

MOBILE CITY PLANNING COMMISSION
May 25, 2023
PUBLIC HEARING NOTICE

Re: **161 Dogwood Lane**
St. Paul's Girls Softball Field Locker Room
MOD-002524-2023
St. Paul's Episcopal School, McCrory & Williams, Agent
District 7
Modification of a previously approved Planned Unit Development to allow the construction of a locker room for an existing church school in an R-1, Single-Family Residential Suburban District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, June 15, 2023, at 2:00 p.m.** to consider your above referenced application.

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

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m.** on **Wednesday, June 14, 2023,** to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION
May 25, 2023
PUBLIC HEARING NOTICE

Re: **161 Dogwood Lane**
St. Paul's Girls Softball Field Locker Room
MOD-002524-2023
St. Paul's Episcopal School, McCrory & Williams, Agent
District 7
Modification of a previously approved Planned Unit Development to allow the construction of a locker room for an existing church school in an R-1, Single-Family Residential Suburban District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, June 15, 2023, at 2:00 p.m.,** to consider the above referenced application.

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

While your presence is not required, this notice is to advise you of the meeting so that you may participate; and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not re-subdivide your property, and when hearing requests for subdivision, the Planning Commission does not consider matters of zoning or use for the proposed lots.

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m.** on **Wednesday, June 14, 2023,** to allow adequate time for the Commission members to review the information.

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

MOD-002524-2023

City of Mobile · Planning & Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits** Checklist A

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

☐ **Planned Development** Checklist C

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

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

---

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

	Applicant	Agent (If Applicable)
Name:	St. Paul's Episcopal School	
Firm:	Attn: Pam Andrews	
Phone:	(251) 342-6700	
Email:	PAndrews@stpaulsmobile.net	
Address:	161 Dogwood Lane Mobile, AL 36608	

	Owner	Design Professional
Name:	See attached sheet	Don Whittington
Firm:		McCrory & Williams, Inc.
Phone:		(251) 476-4720
Email:		dwhitt@mcwinc.com
Address:		3207 International Drive, Ste. G, Mobile, AL 36606

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

South side of Old Shell Road on the East side of College Lane to McAlpine Drive — Property Address

48+/- Acres — Property Area (acres or square feet)

See attached sheet — Parcel Number(s) or Key Number(s)

R-1 — Present Zoning or Transect District

N/A — Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ■ No Not Applicable

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.

See attached Letters of Authorization — Owner Signature

Date

Applicant or Agent Signature (if applicable)

05/12/2023 — Date

Don Whittington - McCrory & Williams, Inc.

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.

See attached Letters of Authorization — Applicant or Agent Signature

Date

CHECKLIST D
Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

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

- ☒ Planning Commission Application
- ☒ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   St. Paul's has existed and operated as a school for many years. They are requesting to revise the previously approved PUD to allow them to construct a locker room near the softball field. They will continue using the property in the same manner.

   Institutional
   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
   St. Paul's Episcopal School is a long established school in Mobile and has been operation in an R-1 zoned area for many years. The addition of the proposed locker room will not affect its existing use.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
   The proposed locker room will make it easier and safer for the students using the softball field but will not affect the use of the property.

4. Does the site design include adequate public facilities and utilities? ☒ Yes ☐ No

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ☒ Yes ☐ No

6. Please provide the following information:

☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
St. Paul's girls softball field locker room - 13'7" high, 20'x50' footprint.

☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
building located in the athletic field area. No additional landscaping provided.

☐ Lighting:
Existing softball field lighting.

☐ Hours of operation:
8:00 AM to 9:00 PM

☐ Other conditions that are unique to the use of the property:
In addition to a women's & men's restrooms for venue guests, the girls softball team will have their own locker room and shower.

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.
None of the above will apply with the exception of the benefit of having restrooms and shower in close proximity. This will promote public health and general welfare.

8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
The proposed locker room will make it more convenient and safer for the students using the existing softball field.

PUD
FOR
ST. PAUL'S EPISCOPAL SCHOOL SUBDIVISION

1. OWNERS: ST. PAUL'S EPISCOPAL SCHOOL
161 DOGWOOD LANE
MOBILE, AL 36608

AND

SPRINGHILL COLLEGE
C/O PRESIDENT & FINAANCE OFFICE
4000 DAUPHIN STREET
MOBILE, AL 36608

2. PARCEL NUMBERS: R022806372002070., R022806373000016., R022806372002070.01, R022806373000016.01, R022806373000012., RR022806372002067.001, R022806372002067., R022806372002066., R022806372002065., R022806372002064.001, R022806372002064., R022806373000009., R022806373000010., R022806373000011., R022806373000029., R022806373000019., R022806373000032., R022806373000027., R022806373000020., R022806373000028., R022806373000022., R022806373000022.01, R022806373000023.001, R022806374000057.03, R022806373000024.001, R022806373000026., R022806373000024.

DESCRIPTION OF PUD PROPERTY:

COMMENCING AT THE NORTHEAST CORNER OF OLD SHELL ROAD AND COLLEGE LANE; THENCE ALONG THE NORTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN WESTWARDLY 450 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN SOUTHWARDLY 450 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF LOYOLA LANE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN WESTWARDLY 475 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 430 FEET, MORE OR LESS TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN EASTWARDLY 485 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 4.9 ACRES, MORE OR LESS.

ALSO:

THE PROPERTY BOUNDED ON THE NORTH BY OLD SHELL ROAD, BOUNDED ON THE EAST BY DOGWOOD LANE, BOUNDED ON THE SOUTH BY LOYOLA LANE, AND BOUNDED ON THE WEST BY PROVIDENT LANE. CONTAINING 4.6 ACRES, MORE OR LESS.

ALSO:

COMMENCING AT THE NORTHEAST CORNER OF LOYOLA LANE AND COLLEGE LANE; THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN EASTWARDLY 500 FEET,

MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING EASTWARDLY ALONG SAID SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN A DISTANCE OF 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN SOUTHWARDLY 500 FEET, MORE OR LESS, TO A POINT; THENCE RUN WESTWARDLY 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 490 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 11.3 ACRES, MORE OR LESS.

ALSO: (LEASED FROM SPRINGHILL COLLEGE)

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 13, T4S-R2W, MOBILE COUNTY, ALABAMA, RUN N 00° 45' 40" W 1869.12 FEET TO A POINT; THENCE RUN S 89° 22' 19" W 621.46 FEET TO THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65 WITH THE SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 22' 19" W 215.75 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 00° 02' 11" E 59.01 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 57' 49" W 70 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 00° 02' 11" W 58.94 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 22' 19" W 565.07 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN S 00° 37' 41" E 105 FEET TO A POINT; THENCE RUN S 80° 00' 51" W 369.78 FEET TO A POINT; THENCE RUN S 48° 23' 15" W 320 FEET TO A POINT; THENCE RUN S 00° 37' 41" E 205 FEET TO A POINT; THENCE RUN S 51° 12' 53" W 356.09 FEET TO A POINT; THENCE RUN S 89° 22' 19" W 657.52 FEET TO A POINT; THENCE RUN N 61° 01' 25" W 253.03 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 157 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 172 FEET TO A POINT; THENCE RUN N 42° 29' 24" W 245.66 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 115.04 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 335.94 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 105 FEET TO A POINT; THENCE RUN N 59° 28' 08" W 125.62 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 50 FEET TO A POINT; THENCE RUN N 00° 19' 46" W 16.50 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 492.67 FEET TO A POINT; THENCE RUN S 00° 07' 19" W 16.50 FEET TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 89° 22' 19" E 1378.90 FEET TO THE POINT OF BEGINNING. CONTAINING 25.2 ACRES, MORE OR LESS.

ALL CONTAINING 48 ACRES, MORE OR LESS.

Application Submission
Contact Information

Name of Project St. Paul's Girls Softball Field Locker Room

Address 161 Dogwood Lane

Owner St. Pauls Episcopal School

Address: 161 Dogwood Lane Mobile Al Zip Code 36608

Phone (251) 342-6700 fax _____ Email PAndrews@sttpaulsmobile.net

Authorized Agent McCrory & Williams Inc.

Address 3207 International Dr Mobile Al Zip Code 36606

Phone 251-476-4720 Fax 251-476-4721 Email lmdavis@mcwinc.com

Contractor _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer _____

Address _____ Zip Code _____
36606

Phone _____ Fax _____ Email _____

Architect _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by:

Laura M. Davis

Laura M. Davis Date: 5/15/23

Signature Print

St. Paul's has existed and operated as a school for many years. They are requesting to revise the previously approved PUD to allow them to construct a locker room near the softball field. They will continue using the property in the same manner.

Springhill College
4000 Dauphin Street
MOBILE , AL 36608

May 5, 2023

City of Mobile
Urban Development Department
Planning Section
PO Box 1827
Mobile, Alabama 36633

To Whom It May Concern:

This letter is to acknowledge that I give McCrory & Williams permission to submit any necessary documents on my behalf for Springhill College. Documents to include a previously approved revised PUD and previously approved revised Planning Approval to allow for the construction of a new locker room within the St. Paul's Campus.

Sincerely,

Christopher P. Puto Ph.D.

Printed Name of Authorized Representative

Chris P. Puto

Signature

Springhill College
4000 Dauphin Street
MOBILE , AL 36608

May 5, 2023

City of Mobile
Urban Development Department
Planning Section
PO Box 1827
Mobile, Alabama 36633

To Whom It May Concern:

This letter is to acknowledge that I give McCrory & Williams permission to submit any necessary documents on my behalf for Springhill College. Documents to include a previously approved revised PUD and previously approved revised Planning Approval to allow for the construction of a new locker room within the St. Paul's Campus.

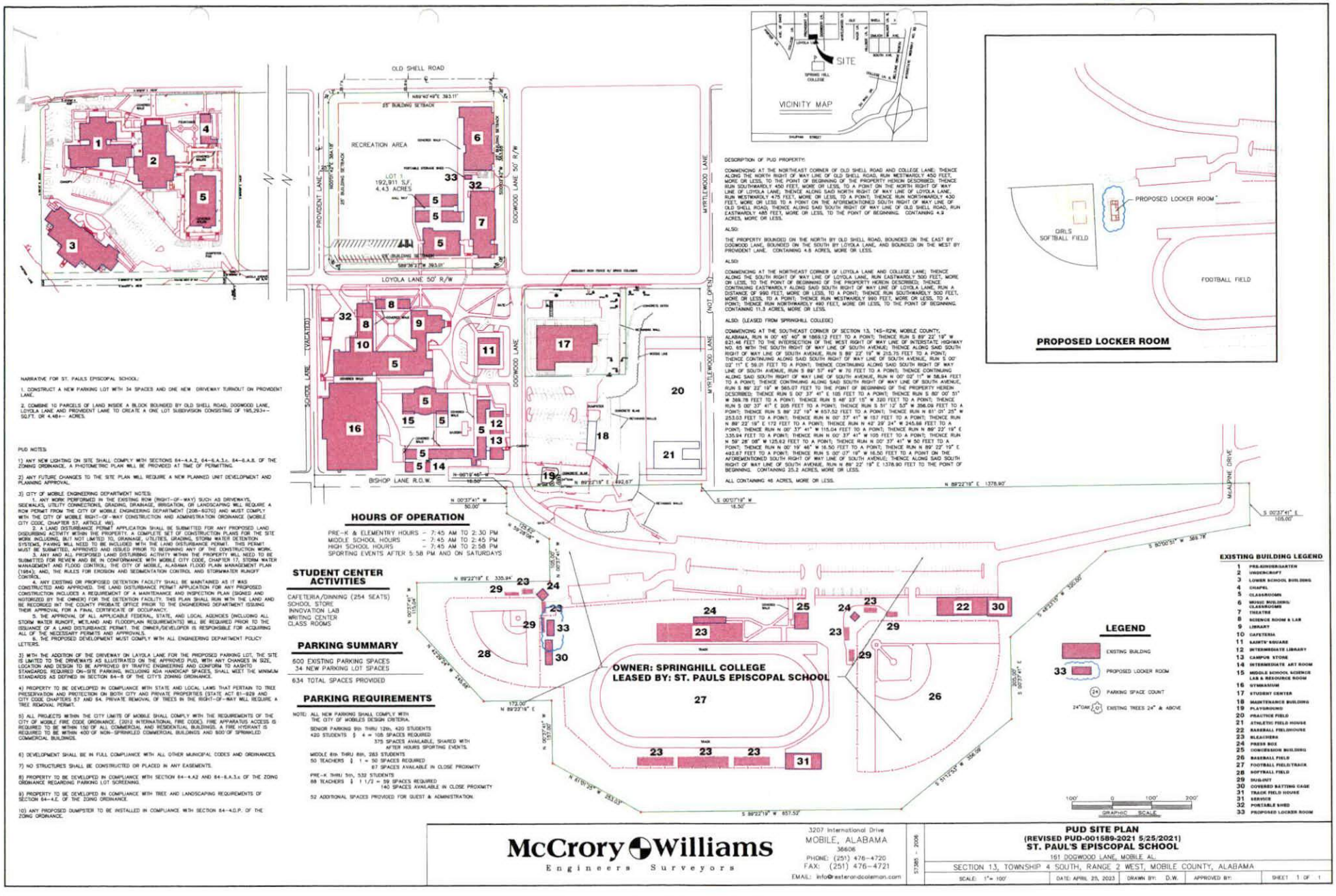
Sincerely,

Pamela R Andrews

Printed Name of Authorized Representative

P. Andrews CFO/COO

Signature



NARRATIVE FOR ST. PAULS EPISCOPAL SCHOOL:

1. CONSTRUCT A NEW PARKING LOT WITH 34 SPACES AND ONE NEW DRIVEWAY TURNOUT ON PROVIDENT LANE.

2. COMBINE 10 PARCELS OF LAND INSIDE A BLOCK BOUNDED BY OLD SHELL ROAD, DOGWOOD LANE, LOYOLA LANE AND PROVIDENT LANE TO CREATE A ONE LOT SUBDIVISION CONSISTING OF 195,253+- SQ.FT. OR 4.48+- ACRES.

PUD NOTES:

1) ANY NEW LIGHTING ON SITE SHALL COMPLY WITH SECTIONS 64-4.A.2, 64-6.A.3.c. 64-6.A.8. OF THE ZONING ORDINANCE. A PHOTOMETRIC PLAN WILL BE PROVIDED AT TIME OF PERMITTING.

2) ANY FUTURE CHANGES TO THE SITE PLAN WILL REQUIRE A NEW PLANNED UNIT DEVELOPMENT AND PLANNING APPROVAL.

3) CITY OF MOBILE ENGINEERING DEPARTMENT NOTES:
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 DEPARTMENT (208-6270) AND MUST COMPLY WITH THE CITY OF MOBILE RIGHT-OF-WAY CONSTRUCTION AND ADMINISTRATION ORDINANCE (MOBILE CITY CODE, CHAPTER 57, ARTICLE VIII).
2. A LAND DISTURBANCE PERMIT APPLICATION SHALL BE SUBMITTED FOR ANY PROPOSED LAND DISTURBING ACTIVITY WITHIN THE PROPERTY. A COMPLETE SET OF CONSTRUCTION PLANS FOR THE SITE WORK INCLUDING, BUT NOT LIMITED TO, DRAINAGE, UTILITIES, GRADING, STORM WATER DETENTION SYSTEMS, 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 STORMWATER 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 INT 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 POLICY LETTERS.

3) WITH THE ADDITION OF THE DRIVEWAY ON LAYOLA LANE FOR THE PROPOSED PARKING LOT, THE SITE IS LIMITED TO THE DRIVEWAYS AS ILLUSTRATED ON THE APPROVED PUD, WITH ANY CHANGES IN SIZE, LOCATION AND DESIGN TO BE APPROVED BY TRAFFIC ENGINEERING AND CONFORM TO AASHTO STANDARDS. REQUIRED ON-SITE PARKING, INCLUDING ADA HANDICAP SPACES, SHALL MEET THE MINIMUM STANDARDS AS DEFINED IN SECTION 64-6 OF THE CITY'S ZONING ORDINANCE.

4) PROPERTY TO BE DEVELOPED IN COMPLIANCE WITH STATE AND LOCAL LAWS THAT PERTAIN TO TREE PRESERVATION AND PROTECTION ON BOTH CITY AND PRIVATE PROPERTIES (STATE ACT 81-829 AND CITY CODE CHAPTERS 57 AND 64. PRIVATE REMOVAL OF TREES IN THE RIGHT-OF-WAY WILL REQUIRE A TREE REMOVAL PERMIT.

5) ALL PROJECTS WITHIN THE CITY LIMITS OF MOBILE SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY OF MOBILE FIRE CODE ORDINANCE, (2012 INTERNATIONAL FIRE CODE). FIRE APPARATUS ACCESS IS REQUIRED TO BE WITHIN 150' OF ALL COMMERCIAL AND RESIDENTIAL BUILDINGS. A FIRE HYDRANT IS REQUIRED TO BE WITHIN 400' OF NON-SPRINKLED COMMERCIAL BUILDINGS AND 600' OF SPRINKLED COMMERCIAL BUILDINGS.

6) DEVELOPMENT SHALL BE IN FULL COMPLIANCE WITH ALL OTHER MUNICIPAL CODES AND ORDINANCES.

7) NO STRUCTURES SHALL BE CONSTRUCTED OR PLACED IN ANY EASEMENTS.

8) PROPERTY TO BE DEVELOPED IN COMPLIANCE WITH SECTION 64-4.A.2 AND 64-6.A.3.c OF THE ZOING ORDINANCE REGARDING PARKING LOT SCREENING.

9) PROPERTY TO BE DEVELOPED IN COMPLIANCE WITH TREE AND LANDSCAPING REQUIREMENTS OF SECTION 64-4.E. OF THE ZONE ORDINANCE.

10) ANY PROPOSED DUMPSTER TO BE INSTALLED IN COMPLIANCE WITH SECTION 64-4.G.P. OF THE ZOING ORDINANCE.

NOTE: ALL NEW PARKING SHALL COMPLY WITH THE CITY OF MOBILES DESIGN CRITERIA.
SENIOR PARKING 9th THRU 12th, 420 STUDENTS
420 STUDENTS ÷ 4 = 105 SPACES REQUIRED
375 SPACES AVAILABLE, SHARED WITH AFTER HOURS SPORTING EVENTS.
MIDDLE 6th THRU 8th, 263 STUDENTS
50 TEACHERS ÷ 1 = 50 SPACES REQUIRED
67 SPACES AVAILABLE IN CLOSE PROXIMITY
PRE-K THRU 5th, 532 STUDENTS
88 TEACHERS ÷ 1 1/2 = 59 SPACES REQUIRED
140 SPACES AVAILABLE IN CLOSE PROXIMITY
52 ADDITIONAL SPACES PROVIDED FOR GUEST & ADMINISTRATION.

DESCRIPTION OF PUD PROPERTY:

COMMENCING AT THE NORTHEAST CORNER OF OLD SHELL ROAD AND COLLEGE LANE; THENCE ALONG THE NORTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN WESTWARDLY 450 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN SOUTHWARDLY 450 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF LOYOLA LANE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN WESTWARDLY 475 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 430 FEET, MORE OR LESS, TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN EASTWARDLY 485 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 4.9 ACRES, MORE OR LESS.

ALSO:

THE PROPERTY BOUNDED ON THE NORTH BY OLD SHELL ROAD, BOUNDED ON THE EAST BY DOGWOOD LANE, BOUNDED ON THE SOUTH BY LOYOLA LANE, AND BOUNDED ON THE WEST BY PROVIDENT LANE. CONTAINING 4.8 ACRES, MORE OR LESS.

ALSO:

COMMENCING AT THE NORTHEAST CORNER OF LOYOLA LANE AND COLLEGE LANE; THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN EASTWARDLY 500 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING EASTWARDLY ALONG SAID SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN A DISTANCE OF 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN SOUTHWARDLY 500 FEET, MORE OR LESS, TO A POINT; THENCE RUN WESTWARDLY 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 490 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 11.3 ACRES, MORE OR LESS.

ALSO: (LEASED FROM SPRINGHILL COLLEGE)

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 13, T4S-R2W, MOBILE COUNTY, ALABAMA, RUN N 00° 45' 40" W 1866.13 FEET TO A POINT; THENCE RUN S 89° 22' 19" W 621.46 FEET TO THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65 WITH THE SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 22' 19" W 215.75 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 00° 02' 11" E 56.01 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 57' 49" W 70 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 00° 02' 11" W 58.94 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 22' 19" W 565.07 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN S 00° 37' 41" E 105 FEET TO A POINT; THENCE RUN S 80° 00' 51" W 369.78 FEET TO A POINT; THENCE RUN S 46° 23' 15" W 320 FEET TO A POINT; THENCE RUN S 00° 37' 41" E 205 FEET TO A POINT; THENCE RUN S 51° 12' 53" W 356.09 FEET TO A POINT; THENCE RUN S 89° 22' 19" W 857.52 FEET TO A POINT; THENCE RUN N 81° 01' 25" W 253.03 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 157 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 172 FEET TO A POINT; THENCE RUN N 42° 29' 24" W 245.66 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 115.04 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 335.94 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 105 FEET TO A POINT; THENCE RUN N 89° 28' 08" W 125.62 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 50 FEET TO A POINT; THENCE RUN N 00° 19' 46" W 16.50 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 493.67 FEET TO A POINT; THENCE RUN S 00° 07' 19" W 16.50 FEET TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 89° 22' 19" E 1378.90 FEET TO THE POINT OF BEGINNING. CONTAINING 25.2 ACRES, MORE OR LESS.

ALL CONTAINING 46 ACRES, MORE OR LESS.

McCrory Williams
Engineers Surveyors
3207 International Drive
MOBILE, ALABAMA
36606
PHONE: (251) 476-4720
FAX: (251) 476-4721
EMAIL: info@esterondcoleman.com

57385 - 2006

PUD SITE PLAN
(REVISED PUD-001589-2021 5/25/2021)
ST. PAUL'S EPISCOPAL SCHOOL
161 DOGWOOD LANE, MOBILE AL.
SECTION 13, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA

SCALE: 1"= 100'	DATE: APRIL 25, 2023	DRAWN BY: D.W.	APPROVED BY:	SHEET 1 OF 1

ST. PAUL'S EPISCOPAL SCHOOL
161 DOGWOOD LANE
MOBILE, AL 36608

SPRINGHILL COLLEGE
C/O PRESIDENT & FINANCE OFFICE
4000 DAUPHIN STREET
MOBILE, AL 36608

LAFFRE ELIZABETH H
510 PINE ST
CAMDEN, SC 29020

GUY JOHN STACY
4009 OLD SHELL RD #A8
MOBILE, AL 36608

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

BEAN PROPERTIES LLC
PO BOX 376
MOBILE, AL 36601

FRANGOS D N
3610 THE CEDARS AVE
MOBILE, AL 36608

INGE AMANDA HUNTER, ET AL
4058 OLD SHELL RD
MOBILE, AL 36608

WIZARD PROPERTIES LLC
89 TUTHILL LN
MOBILE, AL 36608

SAINT-PAUL CARLA
771 HENCKLEY AVE
MOBILE, AL 36608

WILRAN NUMBER FIVE LLC
7 YESTER PLACE
MOBILE, AL 36608

SLEDGE ANNE T
121 RIDGELAWN DR E
MOBILE, AL 36608

ST. PAUL'S EPISCOPAL CHURCH
4051 OLD SHELL RD
MOBILE, AL 36608

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

LUKE DAN DEALY JR
238 ROLLING HILL DR
DAPHNE, AL 36526

GONZALEZ PAUL JOHN
11940 WEDDINGTON ST UNIT 11
VALLEY VILLAGE, CA 91607

GATES W DAY AS TRUSTEE OF THE
PARISH OF ST PAULS
251 TUTHILL LN
MOBILE, AL 36608

FRIEDLANDER PAMELA S P
4014 OLD SHELL RD
MOBILE, AL 36608

DELCHAMPS PAUL EMILE III &
SHARON R
121 DILSTON LN
MOBILE, AL 36608

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

ROEDDER GWENDOLYN A
211 LEVERT AVE
MOBILE, AL 36607

JKV PROPERTIES LLC
4470 MCCRARY RD
SEMMES, AL 36575

LANE JOHN M & JOAN H
612 HERNANDO PL
DAUPHIN ISLAND, AL 36528

FRANKLIN SUSAN B
10 DRURY LN
MOBILE, AL 36608

ERP LLC
3762 MORDECAI LN
MOBILE, AL 36608

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

CREEL BRUCE & EVA
3762 MOFFETT RD
MOBILE, AL 36618

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

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

LITTLE GREY HOUSE LLC
4072 OLD SHELL RD
MOBILE, AL 36608

BMAX LLC
4109 URSULINE DR
MOBILE, AL 36608

HUFFSTUTLER NANCY M & JAMES
38 BUEGER RD
MOBILE, AL 36608

COLLINS HOMER R
PO BOX 376
MOBILE, AL 36601

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

SPRINGHILL MANOR LLC
740 MUSEUM DR
MOBILE, AL 36608

JONES BERNICE C
C/O ROBERT D PIERCE, JR
3045 STERLING ROAD
MOUNTAIN BROOK, AL 35213

WHETROCK, LLC
10 AUDUBON PL
FAIRHOPE, AL 36532

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

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

BODIE FRED & JUDY
4300 OLD SHELL RD
MOBILE, AL 36608

SINDEL JAMES
89 TUTHILL LN
MOBILE, AL 36608

WALKER WALTON LLC
4068 OLD SHELL RD
MOBILE, AL 36608

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

TOOMEY PATRICK DOBBIN
PO BOX 530484
BIRMINGHAM, AL 35253

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

RTD DEVELOPERS LLC
3851 OLD SHELL RD
MOBILE, AL 36608

WALTERS C L JR
650 RIDGEFIELD DR
MOBILE, AL 36608

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

FOUNTAIN KATHLEEN FRAZER
24549 VENETIA RD
MOBILE, AL 36605

JUSTICE SHIRLEY M
4010 OLD SHELL RD
MOBILE, AL 36608

GERNHAUSER HENRY & ELAINE
4009-A2 OLD SHELL RD
MOBILE, AL 36608

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

DOUGHERTY PATRICIA, ET AL
4009 OLD SHELL RD APT D1
MOBILE, AL 36608

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

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

SCHUBERT PAUL & KARINA
4009 OLD SHELL RD APT B7
MOBILE, AL 36608

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

BARTER MICHAEL & SUSAN
446 CLUBHOUSE DR
FAIRHOPE, AL 36532

STEPHENS SELDEN H JR
259 TUTHILL LN
MOBILE, AL 36608

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

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

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

FORD BENJAMIN Y & CAMILLE R
262 TUTHILL LN
MOBILE, AL 36608

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

WRIGHT WILTON & SHELBY W
252 TUTHILL LN
MOBILE, AL 36608

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

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

DAHMER EDWARD C JR
4009 OLD SHELL RD APT E14
MOBILE, AL 36608

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

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

VICKERS NOREEN MCALLISTER
4009-E5 OLD SHELL RD
MOBILE, AL 36608

BROUGHTON MARY C
255 TUTHILL LN
MOBILE, AL 36608

BAGWELL CHARLDEEN J
1410 FAIRVIEW ST
GRUNDY, VA 24614

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

RUSS ROBERT WILSON III
1745 HUNTER AVE
MOBILE, AL 36604

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

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

FRIEDMAN BARRY & MARJORIE
4006 OLD SHELL RD
MOBILE, AL 36608

CATHOLIC SOCIETY OF RELIGIOUS
& LITERARY EDUCATION
4511 W PINE BLVD, STE. B
ST. LOUIS, MO 63108

HART ANGELA P
4337 BIT & SPUR RD
MOBILE, AL 36608

SMITH DAVID CLAYTON &
CHRISTINA
3916 MCREE PL
MOBILE, AL 36608

AMBERGER NICHOLAS & MELANIE
3940 MCREE LN
MOBILE, AL 36608

LAMAR WILLIAM BIBB III & ROSA
3950 OLD SHELL RD
MOBILE, AL 36608

TROPEANO ANA KARINA
3933 MCREE PL
MOBILE, AL 36608

MCELROY JEANNE F
3505 STEIN ST
MOBILE, AL 36608

HART JUSTIN R & STACEY H
3936 MCREE LN
MOBILE, AL 36608

DRUHAN RHEN & THOMAS J
DRUHAN
137 DOGWOOD LN
MOBILE, AL 36608

JONES TAYLOR STIMPSON
254 DOGWOOD LN
MOBILE, AL 36608

WAECHTER CARROLL WILLIAM III
& SHEA PALMER WAECHTER
258 DOGWOOD LN
MOBILE, AL 36608

MCANDREW JOHN CRAFT III &
MARGARET GREEN
3854 OLD SHELL RD
MOBILE, AL 36608

HALLET MARY FRANCES
210 DOGWOOD LN
MOBILE, AL 36608

JOHNSON WYATT & LYDIA K
250 DOGWOOD LN
MOBILE, AL 36608

STEVENS SCOTT D & CAROLINE C
3863 OLD SHELL RD
MOBILE, AL 36608

RIGGIN JOHN & LAUREE S
3867 OLD SHELL RD
MOBILE, AL 36608

VICK VALERIE L
216 DAUPHIN ST
MOBILE, AL 36608

TOOMEY ALICE M
2456 LOYOLA LN #7
MOBILE, AL 36608

BROWN SUSAN VALENTINE
3454 LOYOLA LN
MOBILE, AL 36608

ATKINS RALPH L
100 B DU RHU DR
MOBILE, AL 36608

TAFRA MICHAEL & KAREN
PO BOX 231
DAUPHIN ISLAND, AL 36528

RILEY REGORY LYNN & JAMES
DOUGLAS LOUDEN
1902 GOVERNMENT ST
MOBILE, AL 36606

NICHOLS DESTINY & DEBORAH
C/O ROBBINS SETH HENRY III
108 DU RHU #C
MOBILE, AL 36608

COOK ROBERT H & JANE E HERRIN
1921 FULLER ST
HATTIESBURG, MS 39401

PATEL ANGELA
PO BOX 5463
GULF SHORES, AL 36547

HORNER JOHN M JR & ALLISON
4226 BELLEVUE LN
MOBILE, AL 36608

THORNTON ERIN RAE
110 DU RHU DR #C
MOBILE, AL 36608

JOHNSON FRED A & MARTHA T
C/O E MICHAEL JOHNSON
7 DRURY LN
MOBILE, AL 36608

ROBINSON DUDLEY MCNEILL &
WILLIAM C WAECHTER III
258 DOGWOOD LN
MOBILE, AL 36608

HENRY KATHY W & PATRICK D
PO BOX 16474
MOBILE, AL 36616

OBERRY ROBERT E & SAVANNAH K
61 NACK LN
MOBILE, AL 36608

CMB LP
PO BOX 178
LUCEDALE, MS 39452

MCGUIRE JAMES E
PO BOX 6150
MOBILE, AL 36660

CASTILLO SERGIO A
3850 LLEWELYN DR
MOBILE, AL 36608

ROGERS JOEL S & ANGIE K
100 DU RHU DR #C
MOBILE, AL 36608

ZOGHBY JEFF
1229 CHIMNEY TOP DR W
MOBILE, AL 36608

CANFIELD LEWIS
276 MAYFLOWER ST
MOBILE, AL 36607

SALES DIRECT LLC
PO BOX 9877
MOBILE, AL 36691

SMP PROPERTIES LLC
5570 NEVIUS RD
MOBILE, AL 36619

KAY INVESTMENTS LLC
C/O JOHN W LASSITER III
1001 CULLOMBURG RD
SILAS, AL 36919

MCCONAGHY NANCY
PO BOX 33
SATSUMA, AL 36572

WELLS WILLIAM S
130 DU RHU DR UNIT C
MOBILE, AL 36608

SULLIVAN PATRICIA ANNE
2340 HUFFMAN DR W
MOBILE, AL 36693

JENSEN WILLIAM O & JUDITH M
812 DOGWOOD LN
TOWNVILLE, SC 29689

THE COMMONS AT SPRINGHILL
116 DU RHU DR
MOBILE, AL 36608

MCVAY MALCOLM AS TRUSTEE
12185 JESSAMINE ST
MAGNOLIA SPRINGS, AL 36555

TANNER LOIS VIRGINIA LOTT
PO BOX 55
CITRONELLE, AL 36522

MIRROR LAKE RAQUET CLUB
PO BOX 40004
MOBILE, AL 36604

SLAUGHTER ROBERT J
196 STILLWOOD LN
MOBILE, AL 36608

JOHNSTON MARGARET D
1008 HWY 90
MOBILE, AL 36693

KITSOS SARAH M
110 DU RHU DR UNIT H
MOBILE, AL 36608

TOTH HENRIETTA ROAS
1170-A AIR TERMINAL DR
MOBILE, AL 36695

QUINNELLY JEFFREY F & HUNTER J
PO BOX 81449
MOBILE, AL 36689

MORGAN ELISKA & MICHAEL
63 NACK LN
MOBILE, AL 36608

WELLS WILLIAM P JR
106-A DU RHU DR
MOBILE, AL 36608

SLEDGE ANGELA N
114-E DU RHU DR
MOBILE, AL 36608

FRIEDLANDER JANIS R
PO BOX 91901
MOBILE, AL 36691

URBANSKI GREG ANTHONY
PO BOX 81194
MOBILE, AL 36689

HAYES MARTHA P
124 DU RHU DR UNIT D
MOBILE, AL 36608

ZOGHBY JENNA G
1229 CHIMNEY TOP DR W
MOBILE, AL 36695

MURDOCK NEIL A & MEGAN A
112 DU RHU DR #G
MOBILE, AL 36608

WILLIS ANNA CORINNE
114-A DU RHU DR
MOBILE, AL 36608

LADD SAM GAILLARD
102 B DU RHU DR
MOBILE, AL 36608

WHITTINGTON CYNTHIA
134-H DU RHU DR
MOBILE, AL 36608

THAMES MARGARET SUSAN
130-D DU RHU DR
MOBILE, AL 36608

CROOM JOHN T
110 DU RHU DR
MOBILE, AL 36608

LEATHERBURY GREGORY L JR &
SUSAN T
29514 CANAL RD
ORANGE BEACH, AL 36561

FARMER ZUE I
700 BISHOP LN N
MOBILE, AL 36608

HARVEY TERRY, LILLIAN HARVEY &
TERRY HARVEY
1418 HEBRON RD
GROVE HILL, AL 36451

BUTLER JANE C
102 DU RHU DR #D
MOBILE, AL 36608

NICHOLLS CLAIRE & JAMES KEITH
12 SOLDIERS RTE
SPANISH FORT, AL 36527

LITTLE JOE H III
128-A DU RHU DR
MOBILE, AL 36608

WYATT WILLIAM WESLEY
118 DU RHU DR #H
MOBILE, AL 36608

SUTHERLAND ROQUENIA L
118-G DU RHU DR
MOBILE, AL 36608

ANDREWS S GREG
112-C DU RHU DR
MOBILE, AL 36608

MOSTELLER MARY LOU
C/O KENNETH CAIN
82 PLANTATION POINTE #259
FAIRHOPE, AL 36532

WELLS LINDA
112 DU RHU DR APT E
MOBILE, AL 36608

TURK GINA LODESTRO
120 DU RHU DR #C
MOBILE, AL 36608

LIVINGSTON JEANNE MARIE
132-B DU RHU DR
MOBILE, AL 36608

WHITE HUGH LAWSON II
128-J DU RHU DR
MOBILE, AL 36608

DAFFIN LYNETTE V
12302 SHADOWPOINT DR
HOUSTON, TX 77082

FICK STEPHEN F
400 STIRRUP CT
MOBILE, AL 36608

ROBINSON ROSE M
122 DU RHU DR #F
MOBILE, AL 36608

HOUSTON FLORENCE B
120-B DU RHU DR
MOBILE, AL 36608

RUSH BRITTNEY A
128 DU RHU DR #F
MOBILE, AL 36608

JONES EMILIE WALKER
163 HILLSIDE LN
MOBILE, AL 36608

GREER RONALD C JR & DEBBIE
59 NACK LN
MOBILE, AL 36608

JOHNSON JANE C
108-E DU RHU DR
MOBILE, AL 36608

WELFORD TONY G
100-H DU RHU DR
MOBILE, AL 36608

BROWN EVELYN M
122-A DU RHU DR
MOBILE, AL 36608

POWELL LANIE DION
106-E DU RHU DR
MOBILE, AL 36608

RIGGINS LAURA L
102-C DU RHU DR
MOBILE, AL 36608

JOHNSTON JOHN Q & LANA D
65 HILLSIDE LN
MOBILE, AL 36608

MANNING ZEBIE DWAYNE & KAREN
PO BOX 434
TOXEY, AL 35921

HALE MARY W
12 MCALPINE DR
MOBILE, AL 36608

O'NEILL HELEN CARROLL
402 ROTHLEY AVE
FAIRHOPE, AL 36532

ESPINOSA MARY HELEN
PO BOX 527444
MIAMI, FL 33152

GULF COAST OPTOMETRY PD
C/O DON NGUYEN
3743 AIRPORT BLVD
MOBILE, AL 36608

MORRIS BERTRAM C & KATHERINE M
2305 APPLETREE CT
HUNTSVILLE, AL 36801

GREEN MATTHEW S
57 NACK LN
MOBILE, AL 36608

BOYKIN MALLORY, STEPHEN C BOYKIN & JENNIFER BOYKIN
116-E DU RHU DR
MOBILE, AL 36608

LITTLE MARY ROSS
118-E DU RHU DR
MOBILE, AL 36608

REAMS DORA CERAVOLO & TERESA A CERAVOLO
59 HILLSIDE LN
MOBILE, AL 36608

BRUNSON JANE PALMER
134-E DU RHU DR
MOBILE, AL 36608

BARNETT DAVID MITCHELL & ASHLEY BRADY
11 MCALPINE DR
MOBILE, AL 36608

HANES ALEXANDER S IV
100-K DU RHU DR
MOBILE, AL 36608

PALMER JULIE M
108-G DU RHU DR
MOBILE, AL 36608

ENGLAND DOROTHY M A LIFE EST
114-F DU RHU DR
MOBILE, AL 36608

LEATHERBURY CATHERINE & THOMAS GRAVES LEATHERBURY
116-A DU RHU DR
MOBILE, AL 36608

SWEATT DAWN ROBBINS
132-C DU RHU DR
MOBILE, AL 36608

TILLOTSON MARTHA S
104-D DU RHU DR
MOBILE, AL 36608

ECKERT PATRICK
128 DU RHU DR APT E
MOBILE, AL 36608

GREEN JAMES ANTONE & LAURIE
151 HILLSIDE DR
MOBILE, AL 36608

ISOM SHAREN D
112-J DU RHU DR
MOBILE, AL 36608

BAILEY SUSAN TODD
112-L DU RHU DR
MOBILE, AL 36608

STEVENS MARYANN CLARK
118-A DU RHU DR
MOBILE, AL 36608

BELL WINIFRED STILES
100-L DU RHU DR
MOBILE, AL 36608

LEARD WILLIAM DAVID
61 HILLSIDE DR
MOBILE, AL 36608

BURKE ELIZABETH MCLAUGHLIN
116-C DU RHU DR
MOBILE, AL 36608

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

INGE HERNDON III
4058 OLD SHELL ROAD
MOBILE, AL 36608

MCDANIEL HUEY G & BUNNIE S
6701 SOMERBY LN
MOBILE, AL 36695

FRIEND JOHN H III
PO BOX 1645
MOBILE, AL 36633

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

CLARK LARRY W & KATHLEEN M
15 LITTLE GATE WAY
KINGSTON, GA 30145

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

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

HAMILTON CATHERINE V
8706 PATTERSON PATH
LILLIAN, AL 36549

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

MCCOY AMY MCDUFFIE
30846 PARAPET CT
SPANISH FORT, AL 36527

RADCLIFF VIRGINIA STINSON
20 N REED AVE
MOBILE, AL 36604

MITCHELL ALICE SCHAFFER
6065 BUCHANAN CR
MCDONOUGH, GA 30252

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

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

AMON MEREDITH & BRET A
4009 OLD SHELL RD APT C24
MOBILE, AL 36608

HIRS JAMES M
4009 OLD SHELL RD APT C21
MOBILE, AL 36608

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

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

SCHUBERT PAUL T & KARINA C
4009 OLD SHELL RD APT B7
MOBILE, AL 36608

PIERCE MICHAEL TRAVIS
105 RIDGELAWN DR E
MOBILE, AL 36608

MCCREE PLACE HOMEOWNERS ASSOC
3940 MCREE LN
MOBILE, AL 36608

FAGBONGE ADEYINKA & ENOILA
151 DU RHU DR APT 4301
MOBILE, AL 36608

FARRELL DANIEL G & JENNIFER P
3966 OLD SHELL RD
MOBILE, AL 36608

RHODES LOWREY & SHANNON
PO BOX 81656
MOBILE, AL 36689

ROE SEAN ALLAN & KIMBERLY ROE
147 MCALPINE DR
MOBILE, AL 36608

QUINNELLY JEFFREY F & HUNTER J
PO BOX 81449
MOBILE, AL 36689

HIGHLAND AT SPRING HILL LLC
5690 WATERMELON RD STE 400
NORTHPORT, AL 35473

KITSOS III CHRISTOPHER T
8 MCALPINE DR
MOBILE, AL 36608

HURD AUBREY M
151 MCALPINE DR
MOBILE, AL 36608

MORGAN DAVID H
3 MCALPINE DR
MOBILE, AL 36608

FULMER ANNA KATHARYN
10 ROSE AVE
MOBILE, AL 36608

GRAFE MARY EMMA
12 ROSE AVE
MOBILE, AL 36608

TOMLINSON MICHAEL P
6 ROSE AVE
MOBILE, AL 36608

SLAUGHTER ROBERT J
11000 KELLY RD
MOBILE, AL 36608

CLOUD 7-A LLC
220 S MOBILE ST
FAIRHOPE, AL 36532

BLANTON ARRIA
31490 HEIDELBROOK LOOP
SPANISH FORT, AL 36527

BURLESON DEBORAH
604 BARCELONA DR
SATSUMA, AL 36572

DERELI NESLIHAN
60 N ROYAL ST
MOBILE, AL 36602

CORNELL PROPERTIES LLC
PO BOX 8345
MOBILE, AL 36689

LARRY JEFFERSON DOUGLAS
10385 KALI OKA RD
MOBILE, AL 36613

FUSALOTTI ANDREW
3741 RIVERCHASE CT
THEODORE, AL 36582

HAWK CHARLES W & GAYE HAWK
20114 ERIN POND RD W
SEMINOLE, AL 36574

DICKINSON MARIE P & KEITH M
10832 RIGBY DR
MOBILE, AL 36695

ASG INVESTMENTS, LLC
117 FRAZER CT
MOBILE, AL 36607

FULLER BRADLEY E
251 CROSSGATE DR
ELMORE, AL 36025

STANTON BRENDA J
2123 SHEFFIELD CT
MOBILE, AL 36693

STEWART BRENT EDWARD
130 DU RHU DR UNIT F
MOBILE, AL 36608

DICKINSON KEITH M & MARIE P
10832 RIGBY DR
MOBILE, AL 36695

BROOKS KAREN JACKSON HILL
PO BOX 842
WATSON, LA 70786

ROBERTSON MARGARET LYNN
135 RIVERBEND DR
MOBILE, AL 36605

EAGLE BAY PROPERTIES LLC
SERIES 2
4011 MCGREGOR OAKS
MOBILE, AL 36608

DUNCAN ROBERT A JR
816 GRIFFIN PARK VIEW
BIRMINGHAM, AL 35242

MCGINLEY ROBERT B & KELLY A
9 SPRING BANK RD S
MOBILE, AL 36608

MAKIN STEVEN A & SHARIN E
9735 MOSLEY RD
FAIRHOPE, AL 36532

KNOX DANIEL E
116F DU RHU DR
MOBILE, AL 36608

KILLION MARY
118 DU RHU DR UNIT C
MOBILE, AL 36608

JACKSON SARAH H & JOSEPH W
134D DU RHU DR
MOBILE, AL 36608

KANGSUMRITH TEE & ANH
PO BOX 1453
FAIRHOPE, AL 36533

MARRIOTT ANN BRAXTON
313 RIDGELAWN DR W
MOBILE, AL 36608

MCDONALD WALKER & CONDI H
219 LAKEWOOD DR E
MOBILE, AL 36608

SHEETS LISA
128D DU RHU DR
MOBILE, AL 36608

CHUNN AMANDA E
128K DU RHU DR
MOBILE, AL 36608

HINTON JUDITH C A LIFE ESTATE
110A DU RHU DR
MOBILE, AL 36608

NALL CHRISTOPHER
112A DU RHU DR
MOBILE, AL 36608

NALL CHRISTOPHER A & ANNSLEY M
112B DU RHU DR
MOBILE, AL 36608

WARD MARY COYE & LYNN WARD
112 DU RHU DR #K
MOBILE, AL 36608

HOLMES KATHARINE BLEDSOE
114C DU RHU DR
MOBILE, AL 36608

BOYLES JAMES
114D DU RHU DR
MOBILE, AL 36608

MORGAN BONNIE E
6250 HILLVIEW RD
THEODORE, AL 36582

BOYLES LAURA BUSBY
116D DU RHU DR
MOBILE, AL 36608

CALONJE BRANDY
118 DU RHU DR UNIT F
MOBILE, AL 36608

ABRUSCATO MARY S
122 DU RHU DR #B
MOBILE, AL 36608

MOLYNEUX JOHN A & REGINA
122C DU RHU DR
MOBILE, AL 36608

SCHOTTGEN LEIGH W
122E DU RHU DR
MOBILE, AL 36608

CASSITY AMY V
100 DU RHU DR UNIT G
MOBILE, AL 36608

LOTT FRANK J JR & MAIRANNE H
104 MORPHY AVE
FAIRHOPE, AL 36532

Agenda Item #: 6

MOD-002524-2023 & MOD-002525-2023

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

Applicant Materials for Consideration – Planned Unit Development Modification

Applicant Materials for Consideration – Planning Approval Modification

DETAILS

Location:
161 Dogwood Lane

Subdivision Name:
Not applicable

Applicant / Agent (as applicable):
St. Paul's Episcopal School, McCrory Williams, Agent

Property Owner:
St. Paul's Episcopal

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

Future Land Use:
Institutional

Applicable Codes, Policies, and Plans:

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

Schedule for Development:
Not provided

Proposal:

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

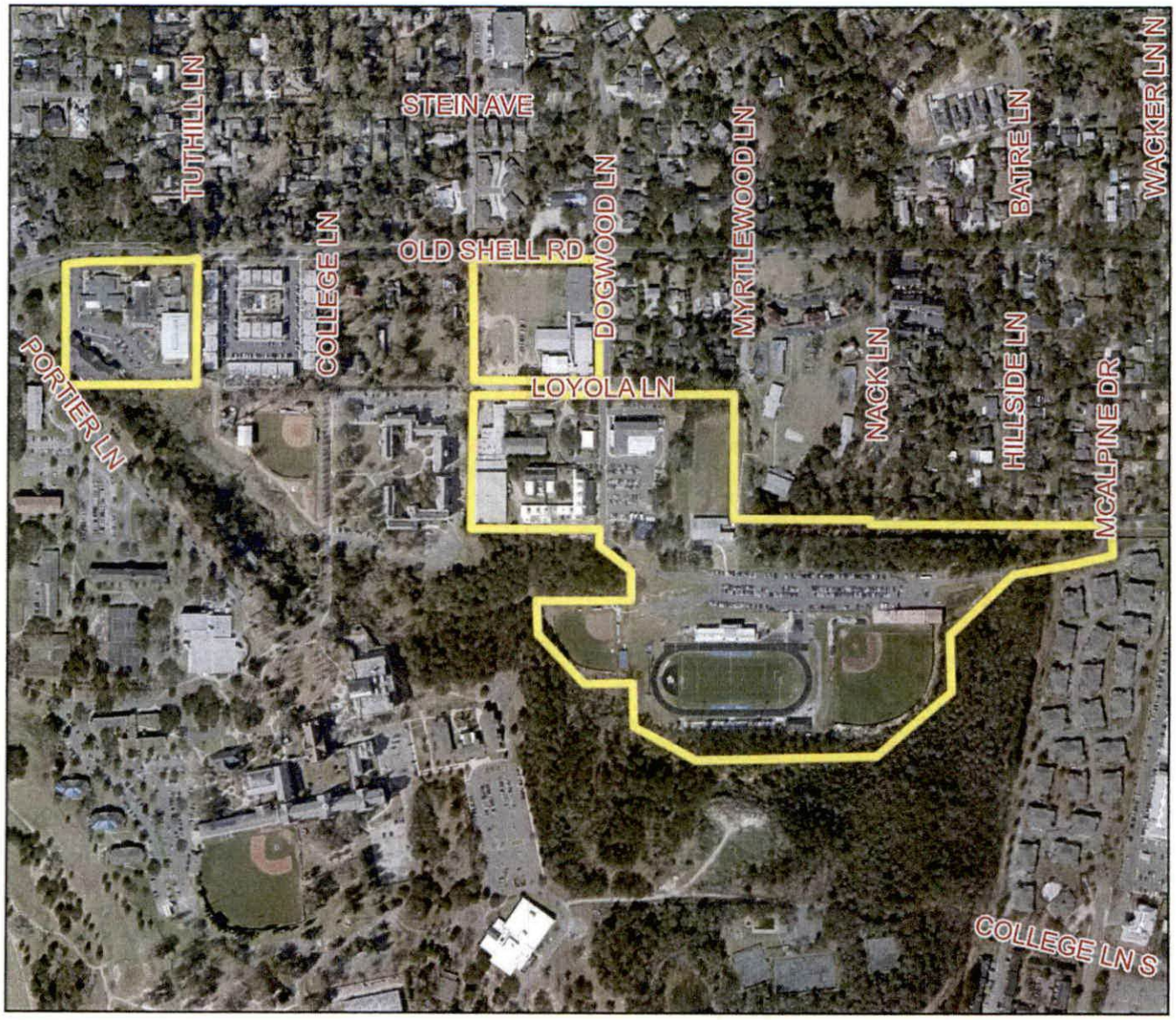
Considerations:

1. Modification of a previously approved Planned Unit Development with one (1) condition; and
2. Modification of a previously approved Planning Approval with one (1) condition.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 4
Exhibits 5

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units. A college lies west of the site.

APPLICATION NUMBER 6 DATE June 15, 2023

APPLICANT St. Paul's Episcopal School, McCrory & Williams, Agent

REQUEST PUD Modification, PA Modification

N

NTS

SITE HISTORY

Since 2003, the subject site has been the subject of numerous Planning Approvals (PAs) to allow a church school in an R-1 district, and Planned Unit Developments (PUDs) to allow multiple buildings on a single building site, with shared access between multiple building sites. The most recent of these applications was approved by the Planning Commission at its May 20, 2021 meeting to allow a parking lot addition at the Northeast corner of Provident Lane and Loyola Lane.

STAFF COMMENTS

Engineering Comments:

Planned Unit Development Modification (MOD-002524-2023)

1. Retain PUD NOTE #3 (1. Thru 6.), as shown on the PUD SITE PLAN dated April 25, 2023.
2. Renumber the second NOTE #3 and NOTES #4 - #10.

Planning Approval Modification (MOD-002525-2023)

1. Retain PUD NOTE #3 (1. Thru 6.), as shown on the PUD SITE PLAN dated April 25, 2023.
2. Renumber the second NOTE #3 and NOTES #4 - #10.

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.

Urban Forestry Comments:

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

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

Planning Comments:

The subject site is developed as an existing church school in an R-1, Single-Family Residential Suburban District. The applicant wishes to construct a 20-foot by 50-foot (1,000 square foot) locker room near an existing softball field. As PAs and PUDs are site plan specific, and the proposed change was determined not be a minor change, the site is required to obtain Modification approval in order to proceed with the construction. If the site did not have a history of PAs and PUDs, a Conditional Use Permit (CUP) would be required.

The proposed locker room is contained within the existing boundaries of the school property, with the softball field being located on property the school leases from Springhill College. Furthermore, the locker room will not increase parking requirements for the school, will not alter the scope of operations previously approved for the site, and will comply with setback and site coverage requirements. It should be noted that the design of the locker room building itself will need to comply with the requirements of Article 3, Section 64-3-6. Of the Unified Development Code, to include height and wall variations as part of the building design.

PLANNING APPROVAL / PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning Planning Approval / Planned Unit Development Modifications:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

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

    a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    b. Includes adequate public facilities and utilities;

5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

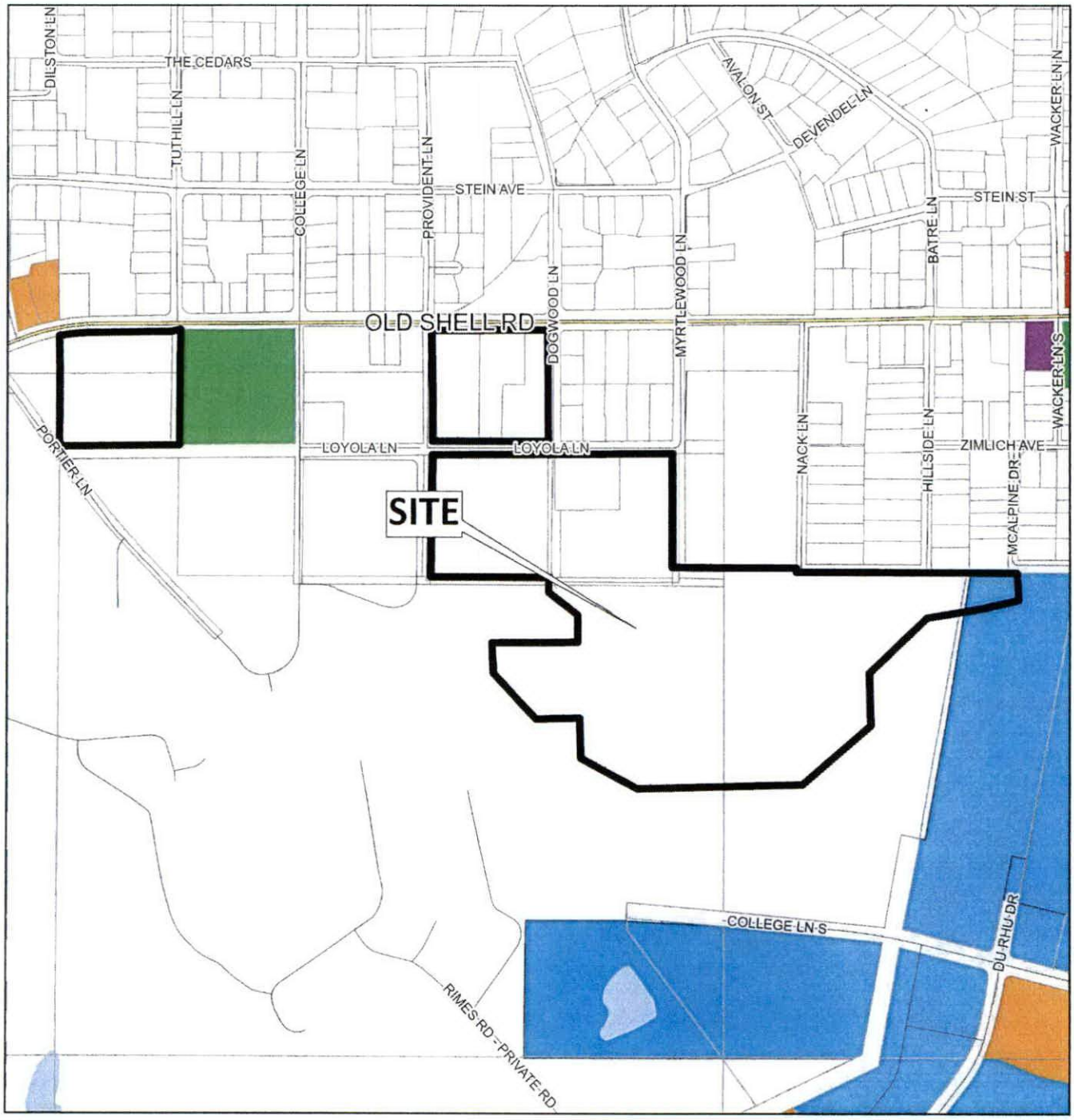
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

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

1. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 6 DATE June 15, 2023

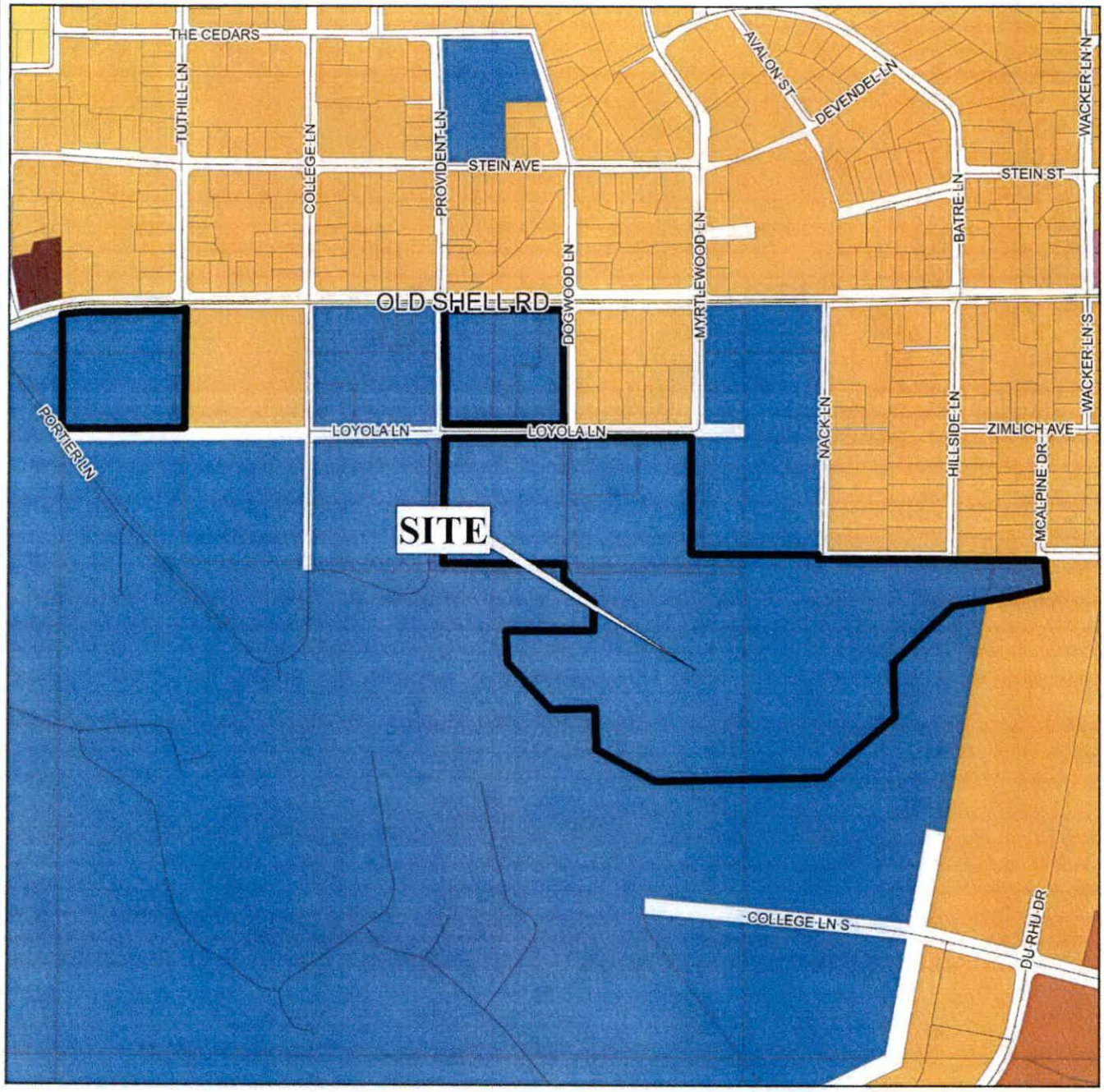
APPLICANT St. Paul's Episcopal School, McCrory & Williams, Agent

REQUEST PUD Modification, PA Modification

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 6 DATE June 15, 2023

APPLICANT St. Paul's Episcopal School, McCrory & Williams, Agent

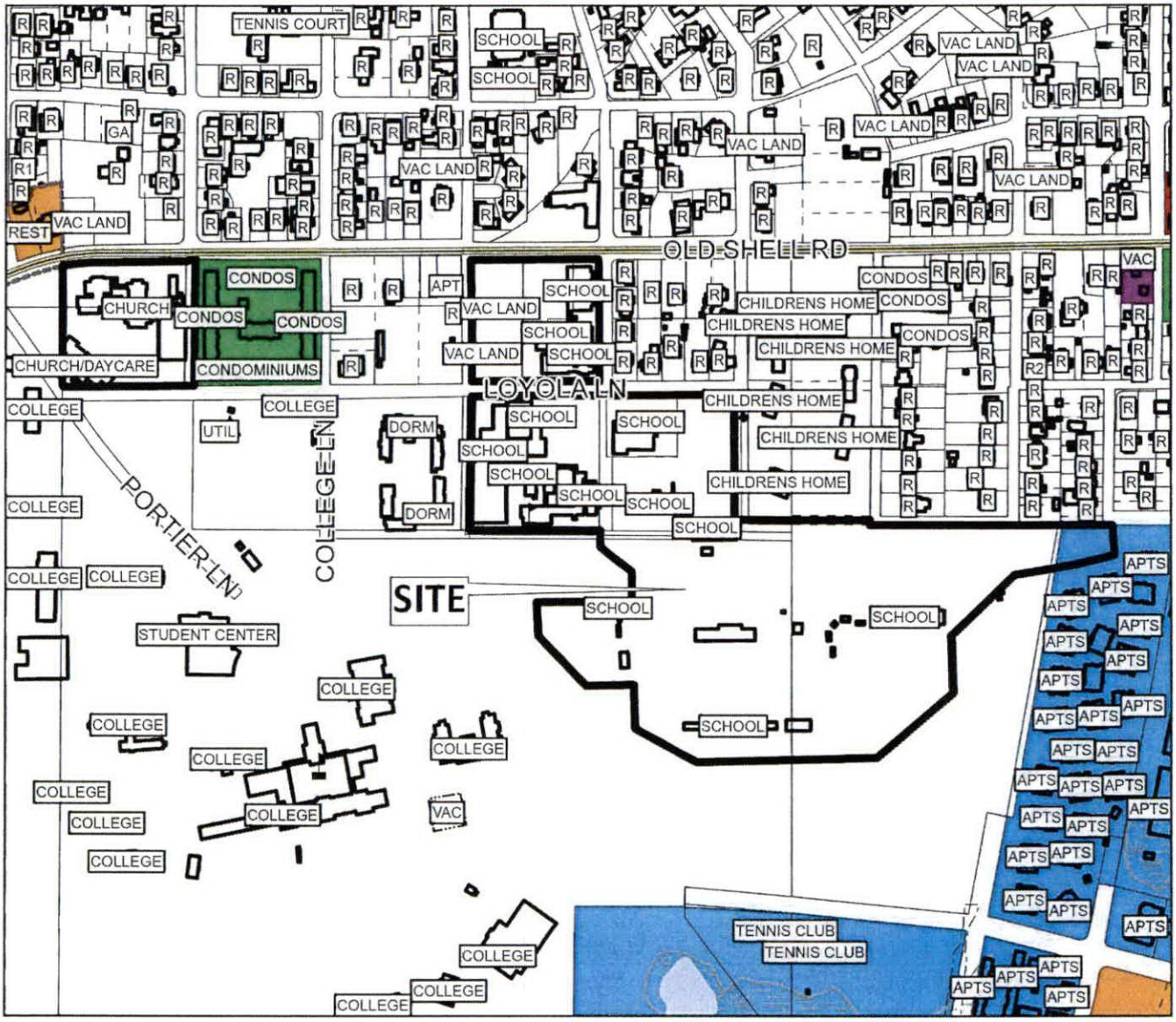
REQUEST PUD Modification, PA Modification

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units. A college lies west of the site.

APPLICATION NUMBER 6 DATE June 15, 2023

APPLICANT St. Paul's Episcopal School, McCrory & Williams, Agent

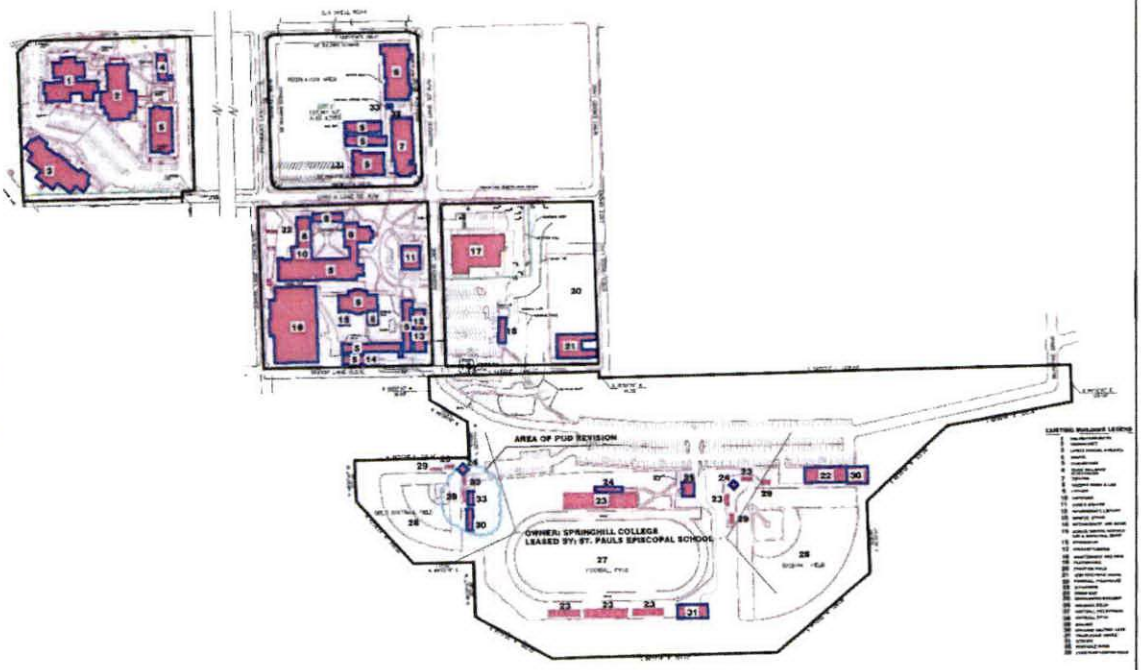
REQUEST PUD Modification, PA Modification

R-A	R-3	T-B	B-2	B-5	MUN	SD-WH	T5.1
R-1	R-B	B-1	B-3	I-1	OPEN	T3	T5.2
R-2	H-B	LB-2	B-4	I-2	SD	T4	T6

N

NTS

SITE PLAN



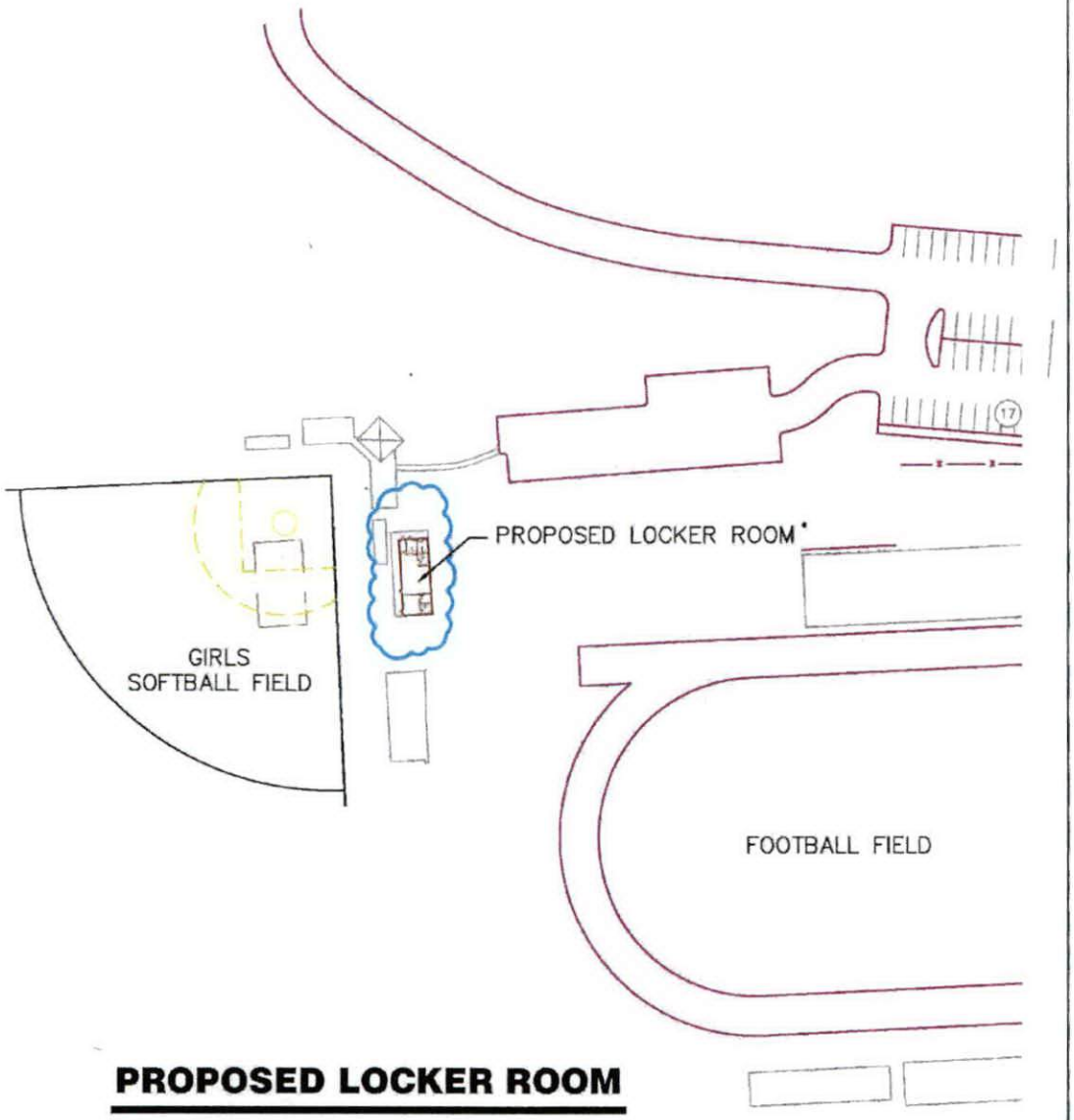
The site plan illustrates the existing school buildings, and proposed locker room.

APPLICATION NUMBER	6	DATE	June 15, 2023
APPLICANT	St. Paul's Episcopal School, McCrory & Williams, Agent		
REQUEST	PUD Modification, PA Modification		

N

NTS

DETAIL SITE PLAN



PROPOSED LOCKER ROOM

APPLICATION NUMBER 6 DATE June 15, 2023

APPLICANT St. Paul's Episcopal School, McCrory & Williams, Agent

REQUEST PUD Modification, PA Modification

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	11/2/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/2/2023 - 1:47 PM

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Modification
of Previously Approved Planning Approval for
Property Located at 161 Dogwood Lane

Pursuant to Resolution of the Mobile, Alabama City Council adopted September 6, 2022, a public hearing will be held on the 12th day of December, 2023, at 10:30 a.m., to consider adoption of an ordinance for the proposed modification of a previously approved Planning Approval for property located at 161 Dogwood Lane.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planning Approval was approved on May 20, 2021 to allow a parking lot expansion and multiple buildings on a single building site for an existing church school on property located at 161 Dogwood Lane and described as follows:

COMMENCING AT THE NORTHEAST CORNER OF OLD SHELL ROAD AND COLLEGE LANE; THENCE ALONG THE NORTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN WESTWARDLY 450 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN SOUTHWARDLY 450 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF LOYOLA LANE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN WESTWARDLY 475 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 430 FEET, MORE OR LESS TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN EASTWARDLY 485 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 4.9 ACRES, MORE OR LESS.

ALSO:

THE PROPERTY BOUNDED ON THE NORTH BY OLD SHELL ROAD, BOUNDED ON THE EAST BY DOGWOOD LANE, BOUNDED ON THE SOUTH BY LOYOLA LANE, AND BOUNDED ON THE WEST BY PROVIDENT LANE. CONTAINING 4.6 ACRES, MORE OR LESS.

ALSO:

COMMENCING AT THE NORTHEAST CORNER OF LOYOLA LANE AND COLLEGE LANE; THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN

EASTWARDLY 500 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING EASTWARDLY ALONG SAID SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN A DISTANCE OF 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN SOUTHWARDLY 500 FEET, MORE OR LESS, TO A POINT; THENCE RUN WESTWARDLY 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 490 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 11.3 ACRES, MORE OR LESS.

ALSO: (LEASED FROM SPRINGHILL COLLEGE)

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 13, T4S-R2W, MOBILE COUNTY, ALABAMA, RUN N 00° 45' 40" W 1869.12 FEET TO A POINT; THENCE RUN S 89° 22' 19" W 621.46 FEET TO THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65 WITH THE SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 22' 19" W 215.75 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 00° 02' 11" E 59.01 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 57' 49" W 70 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 00° 02' 11" W 58.94 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 22' 19" W 565.07 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN S 00° 37' 41" E 105 FEET TO A POINT; THENCE RUN S 80° 00' 51" W 369.78 FEET TO A POINT; THENCE RUN S 48° 23' 15" W 320 FEET TO A POINT; THENCE RUN S 00° 37' 41" E 205 FEET TO A POINT; THENCE RUN S 51° 12' 53" W 356.09 FEET TO A POINT; THENCE RUN S 89° 22' 19" W 657.52 FEET TO A POINT; THENCE RUN N 61° 01' 25" W 253.03 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 157 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 172 FEET TO A POINT; THENCE RUN N 42° 29' 24" W 245.66 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 115.04 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 335.94 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 105 FEET TO A POINT; THENCE RUN N 59° 28' 08" W 125.62 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 50 FEET TO A POINT; THENCE RUN N 00° 19' 46" W 16.50 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 492.67 FEET TO A POINT; THENCE RUN S 00° 07' 19" W 16.50 FEET TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 89° 22' 19" E 1378.90 FEET TO THE POINT OF BEGINNING. CONTAINING 25.2 ACRES, MORE OR LESS.

ALL CONTAINING 48 ACRES, MORE OR LESS.

WHEREAS, the owner of said property applied for a major modification of the Planning Approval on May 15, 2023 to allow the construction of a locker room for an existing church school in an R-1, Single-Family Residential Suburban District;

WHEREAS, the Planning Commission held a public hearing on the requested modification on June 15, 2023 and recommended approval of the major modification of the Planning Approval subject to the following condition: 1) Full compliance with all municipal codes and ordinances;

WHEREAS, the City Council finds that the proposed modification:

Is consistent with all applicable requirements of Chapter 64;
Is compatible with the character of the surrounding neighborhood;
Will not impede the orderly development and improvement of surrounding property;
Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
Will not be detrimental or endanger the public health, safety or general welfare; and
That the proposed modification is in the City's and the larger community's best interests.

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

Section One: That the modification of the Planning Approval is hereby approved with the following required condition:

1) Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 12th day of December, 2023, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 15th day of November, 2023 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 161 Dogwood Lane.

The proposed amendment will modify a Planning Approval that was approved for said location on May 20, 2021. The owner of said property has applied for a modification of the Planning Approval to allow the construction of a locker room for an existing church school in an R-1, Single-Family Residential Suburban District. If approved, the modification will allow the construction of a locker room for an existing church school in an R-1, Single-Family Residential Suburban District subject to the following proposed condition: 1) Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Planning Approval was approved on May 20, 2021 to allow a parking lot expansion and multiple buildings on a single building site for an existing church school on property located at 161 Dogwood Lane and described as follows:

COMMENCING AT THE NORTHEAST CORNER OF OLD SHELL ROAD AND COLLEGE LANE; THENCE ALONG THE NORTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN WESTWARDLY 450 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN SOUTHWARDLY 450 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF LOYOLA LANE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN WESTWARDLY 475 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 430 FEET, MORE OR LESS TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN EASTWARDLY 485 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 4.9 ACRES, MORE OR LESS.

ALSO:

THE PROPERTY BOUNDED ON THE NORTH BY OLD SHELL ROAD, BOUNDED ON THE EAST BY DOGWOOD LANE, BOUNDED ON THE SOUTH BY LOYOLA LANE, AND BOUNDED ON THE WEST BY PROVIDENT LANE. CONTAINING 4.6 ACRES, MORE OR LESS.

ALSO:

COMMENCING AT THE NORTHEAST CORNER OF LOYOLA LANE AND COLLEGE LANE; THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN EASTWARDLY 500 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING EASTWARDLY ALONG SAID SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN A DISTANCE OF 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN SOUTHWARDLY 500 FEET, MORE OR LESS, TO A POINT; THENCE RUN WESTWARDLY 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 490 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 11.3 ACRES, MORE OR LESS.

ALSO: (LEASED FROM SPRINGHILL COLLEGE)

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 13, T4S-R2W, MOBILE COUNTY, ALABAMA, RUN N 00° 45' 40" W 1869.12 FEET TO A POINT; THENCE RUN S 89° 22' 19" W 621.46 FEET TO THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65 WITH THE SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 22' 19" W 215.75 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 00° 02' 11" E 59.01 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 57' 49" W 70 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 00° 02' 11" W 58.94 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 22' 19" W 565.07 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN S 00° 37' 41" E 105 FEET TO A POINT; THENCE RUN S 80° 00' 51" W 369.78 FEET TO A POINT; THENCE RUN S 48° 23' 15" W 320 FEET TO A POINT; THENCE RUN S 00° 37' 41" E 205 FEET TO A POINT; THENCE RUN S 51° 12' 53" W 356.09 FEET TO A POINT; THENCE RUN S 89° 22' 19" W 657.52 FEET TO A POINT; THENCE RUN N 61° 01' 25" W 253.03 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 157 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 172 FEET TO A POINT; THENCE RUN N 42° 29' 24" W 245.66 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 115.04 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 335.94 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 105 FEET TO A POINT; THENCE RUN N 59° 28' 08" W 125.62 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 50 FEET TO A POINT; THENCE RUN N 00° 19' 46" W 16.50 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 492.67 FEET TO A POINT; THENCE RUN S 00° 07' 19" W 16.50 FEET TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 89° 22' 19" E 1378.90 FEET TO THE POINT OF BEGINNING. CONTAINING 25.2 ACRES, MORE OR LESS.

ALL CONTAINING 48 ACRES, MORE OR LESS.

WHEREAS, the owner of said property applied for a major modification of the Planning Approval on May 15, 2023 to allow the construction of a locker room for an existing church school in an R-1, Single-Family Residential Suburban District;

WHEREAS, the Planning Commission held a public hearing on the requested modification on June 15, 2023 and recommended approval of the major modification of the Planning Approval subject to the following condition: 1) Full compliance with all municipal codes and ordinances;

WHEREAS, the City Council finds that the proposed modification:

a. Is consistent with all applicable requirements of Chapter 64;

b. Is compatible with the character of the surrounding neighborhood;
c. Will not impede the orderly development and improvement of surrounding property;
d. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
e. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
f. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
g. Will not be detrimental or endanger the public health, safety or general welfare; and
h. That the proposed modification is in the City's and the larger community's best interests.

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

Section One: That the modification of the Planning Approval is hereby approved with the following required condition:

1) 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

St. Paul's Episcopal School (McCrory & Williams, Agent)
161 Dogwood Lane
Council District 7
Gina Gregory

THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

November 2, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of June 15, 2023 considered the request of St. Paul's Episcopal School (McCrory & Williams, Agent), for a Major Modification of a previously approved Planning Approval to allow the construction of a locker room for an existing church school in an R-1, Single-Family Residential Suburban District for the property located at 161 Dogwood Lane.

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

1) Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

June 27, 2023

Laura M. Davis
McCrory & Williams, Inc.
3207 International Drive
Mobile, Alabama 36606

Re: **161 DOGWOOD LANE**
MOD-002525-2023
St. Paul's Girls Softball Field Locker Room
St. Paul's Episcopal School, McCrory & Williams
District 7
Modification of a previously approved Planning Approval to allow the construction of a locker room for an existing church school in an R-1, Single-Family Residential Suburban District.

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

At its meeting on June 15, 2023, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined that the following criteria prevail to support the Major Planning Approval (PA) Modification request:

A. **The requests are consistent with all applicable requirements of this Chapter;**
B. **The requests are compatible with the character of the surrounding neighborhood;**
C. **The requests will not impede the orderly development and improvement of surrounding property;**
D. **The requests will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:**
E. **The requests will minimize traffic hazards and traffic congestion on the public roads;**
F. **The requests are not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;**
G. **The requests shall not be detrimental or endanger the public health, safety or general welfare; and**
H. **Benefits Consideration. The requests will be in the City's and the larger community's best interests.**

As such, the Planning Commission voted to recommend Approval of the Major Planning Approval (PA) Modification to the City Council, subject to the following condition:

1. **Full compliance with all municipal codes and ordinances.**

After you have obtained all the necessary approval signatures and the plat has been recorded in the Mobile County Probate Office, **five** copies of the recorded plat (including instrument number) must be submitted to the Planning and Zoning Department office. This procedure must be completed within one (1) year, or the Tentative Approval will expire.

Please also submit a CAD compatible (DXF) digital copy of the final plat to the Planning and Zoning Department office once the plat has been submitted to Probate for recording. This may be submitted on disk, flash drive, memory stick, or via e-mail to planning@cityofmobile.org.

The advertising fee for this application based on the current legal description is $541.50. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: _____
Bert Hoffman
Deputy Director of Long-Range Planning

MOBILE CITY PLANNING COMMISSION
May 25, 2023
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **161 Dogwood Lane**
St. Paul's Girls Softball Field Locker Room
MOD-002525-2023
St. Paul's Episcopal School, McCrory & Williams, Agent
District 7
Modification of a previously approved Planning Approval to allow the construction of a locker room for an existing church school in an R-1, Single-Family Residential Suburban District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, June 15, 2023, at 2:00 p.m.** to consider your above referenced application.

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

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m.** on **Wednesday, June 14, 2023,** to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION
May 25, 2023
PUBLIC HEARING NOTICE

Re: **161 Dogwood Lane**
St. Paul's Girls Softball Field Locker Room
MOD-002525-2023
St. Paul's Episcopal School, McCrory & Williams, Agent
District 7
Modification of a previously approved Planning Approval to allow the construction of a locker room or an existing church school in an R-1, Single-Family Residential Suburban District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, June 15, 2023, at 2:00 p.m.,** to consider the above referenced application.

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

While your presence is not required, this notice is to advise you of the meeting so that you may participate; and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not re-subdivide your property, and when hearing requests for subdivision, the Planning Commission does not consider matters of zoning or use for the proposed lots.

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m.** on **Wednesday, June 14, 2023,** to allow adequate time for the Commission members to review the information.

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

MOD-002525-2023

City of Mobile · Planning & Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits** — Checklist A

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

☐ **Planned Development** — Checklist C

■ **Previously approved Planning Approvals or Planned Unit Development** — Checklist D

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

---

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

	Applicant	Agent (If Applicable)
Name:	St. Paul's Episcopal School	
Firm:	Attn: Pam Andrews	
Phone:	(251) 342-6700	
Email:	PAndrews@stpaulsmobile.net	
Address:	161 Dogwood Lane Mobile, AL 36608	

	Owner	Design Professional
Name:	See attached sheet	Don Whittington
Firm:		McCrory & Williams, Inc.
Phone:		(251) 476-4720
Email:		dwhitt@mcwinc.com
Address:		3207 International Drive, Ste. G, Mobile, AL 36606

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

South side of Old Shell Road on the East side of College Lane to McAlpine Drive — Property Address

48+/- Acres — Property Area (acres or square feet)

See attached sheet — Parcel Number(s) or Key Number(s)

R-1 — Present Zoning or Transect District

N/A — Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ■ No Not Applicable

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.

See attached Letters of Authorization — Owner Signature

Date

Applicant or Agent Signature (if applicable)

05/12/2023 — Date

Don Whittington - McCrory & Williams, Inc.

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.

See attached Letters of Authorization — Applicant or Agent Signature

Date

CHECKLIST D
Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

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

- ■ Planning Commission Application
- ■ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   St. Paul's has existed and operated as a school for many years. They are requesting to revise the previously approved Planning Approval to allow them to construct a locker room near the softball field. They will continue using the property in the same manner.

   Institutional
   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
   St. Paul's Episcopal School is a long established school in Mobile and has been operation in an R-1 zoned area for many years. The addition of the proposed locker room will not affect its existing use.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
   The proposed locker room will make it easier and safer for the students using the softball field but will not affect the use of the property.

4. Does the site design include adequate public facilities and utilities? ■ Yes ☐ No

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ■ Yes ☐ No

6. Please provide the following information:

   ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
   St. Paul's girls softball field locker room - 13'7" high, 20'x50' footprint.

   ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
   building located in the athletic field area. No additional landscaping provided.

   ☐ Lighting:
   Existing softball field lighting.

   ☐ Hours of operation:
   8:00 AM to 9:00 PM

   ☐ Other conditions that are unique to the use of the property:
   In addition to a women's & men's restrooms for venue guests, the girls softball team will have their own locker room and shower.

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.
   None of the above will apply with the exception of the benefit of having restrooms and shower in close proximity. This will promote public health and general welfare.

8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
   The proposed locker room will make it more convenient and safer for the students using the existing softball field.

PUD
FOR
ST. PAUL'S EPISCOPAL SCHOOL SUBDIVISION

1. OWNERS: ST. PAUL'S EPISCOPAL SCHOOL
161 DOGWOOD LANE
MOBILE, AL 36608

AND

SPRINGHILL COLLEGE
C/O PRESIDENT & FINAANCE OFFICE
4000 DAUPHIN STREET
MOBILE, AL 36608

2. PARCEL NUMBERS: R022806372002070., R022806373000016., R022806372002070.01, R022806373000016.01, R022806373000012., RR022806372002067.001, R022806372002067., R022806372002066., R022806372002065., R022806372002064.001, R022806372002064., R022806373000009., R022806373000010., R022806373000011., R022806373000029., R022806373000019., R022806373000032., R022806373000027., R022806373000020., R022806373000028., R022806373000022., R022806373000022.01, R022806373000023.001, R022806374000057.03, R022806373000024.001, R022806373000026., R022806373000024.

DESCRIPTION OF PUD PROPERTY:

COMMENCING AT THE NORTHEAST CORNER OF OLD SHELL ROAD AND COLLEGE LANE; THENCE ALONG THE NORTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN WESTWARDLY 450 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN SOUTHWARDLY 450 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF LOYOLA LANE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN WESTWARDLY 475 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 430 FEET, MORE OR LESS TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN EASTWARDLY 485 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 4.9 ACRES, MORE OR LESS.

ALSO:

THE PROPERTY BOUNDED ON THE NORTH BY OLD SHELL ROAD, BOUNDED ON THE EAST BY DOGWOOD LANE, BOUNDED ON THE SOUTH BY LOYOLA LANE, AND BOUNDED ON THE WEST BY PROVIDENT LANE. CONTAINING 4.6 ACRES, MORE OR LESS.

ALSO:

COMMENCING AT THE NORTHEAST CORNER OF LOYOLA LANE AND COLLEGE LANE; THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN EASTWARDLY 500 FEET,

MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING EASTWARDLY ALONG SAID SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN A DISTANCE OF 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN SOUTHWARDLY 500 FEET, MORE OR LESS, TO A POINT; THENCE RUN WESTWARDLY 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 490 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 11.3 ACRES, MORE OR LESS.

ALSO: (LEASED FROM SPRINGHILL COLLEGE)

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 13, T4S-R2W, MOBILE COUNTY, ALABAMA, RUN N 00° 45' 40" W 1869.12 FEET TO A POINT; THENCE RUN S 89° 22' 19" W 621.46 FEET TO THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65 WITH THE SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 22' 19" W 215.75 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 00° 02' 11" E 59.01 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 57' 49" W 70 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 00° 02' 11" W 58.94 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 22' 19" W 565.07 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN S 00° 37' 41" E 105 FEET TO A POINT; THENCE RUN S 80° 00' 51" W 369.78 FEET TO A POINT; THENCE RUN S 48° 23' 15" W 320 FEET TO A POINT; THENCE RUN S 00° 37' 41" E 205 FEET TO A POINT; THENCE RUN S 51° 12' 53" W 356.09 FEET TO A POINT; THENCE RUN S 89° 22' 19" W 657.52 FEET TO A POINT; THENCE RUN N 61° 01' 25" W 253.03 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 157 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 172 FEET TO A POINT; THENCE RUN N 42° 29' 24" W 245.66 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 115.04 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 335.94 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 105 FEET TO A POINT; THENCE RUN N 59° 28' 08" W 125.62 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 50 FEET TO A POINT; THENCE RUN N 00° 19' 46" W 16.50 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 492.67 FEET TO A POINT; THENCE RUN S 00° 07' 19" W 16.50 FEET TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 89° 22' 19" E 1378.90 FEET TO THE POINT OF BEGINNING. CONTAINING 25.2 ACRES, MORE OR LESS.

ALL CONTAINING 48 ACRES, MORE OR LESS.

Application Submission
Contact Information

Name of Project St. Paul's Girls Softball Field Locker Room

Address 161 Dogwood Lane

Owner St. Pauls Episcopal School

Address: 161 Dogwood Lane Mobile Al Zip Code 36608

Phone (251) 342-6700 fax _____ Email PAndrews@sttpaulsmobile.net

Authorized Agent McCrory & Williams Inc.

Address 3207 International Dr Mobile Al Zip Code 36606

Phone 251-476-4720 Fax 251-476-4721 Email lmdavis@mcwinc.com

Contractor _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer _____

Address _____ Zip Code _____
36606

Phone _____ Fax _____ Email _____

Architect _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by:

Laura M. Davis

Laura M. Davis Date: 5/15/23

Signature Print

St. Paul's has existed and operated as a school for many years. They are requesting to revise the previously approved PUD to allow them to construct a locker room near the softball field. They will continue using the property in the same manner.

Springhill College
4000 Dauphin Street
MOBILE , AL 36608

May 5, 2023

City of Mobile
Urban Development Department
Planning Section
PO Box 1827
Mobile, Alabama 36633

To Whom It May Concern:

This letter is to acknowledge that I give McCrory & Williams permission to submit any necessary documents on my behalf for Springhill College. Documents to include a previously approved revised PUD and previously approved revised Planning Approval to allow for the construction of a new locker room within the St. Paul's Campus.

Sincerely,

Christopher P. Puto Ph.D.

Printed Name of Authorized Representative

Chris P. Puto

Signature

Springhill College
4000 Dauphin Street
MOBILE , AL 36608

May 5, 2023

City of Mobile
Urban Development Department
Planning Section
PO Box 1827
Mobile, Alabama 36633

To Whom It May Concern:

This letter is to acknowledge that I give McCrory & Williams permission to submit any necessary documents on my behalf for Springhill College. Documents to include a previously approved revised PUD and previously approved revised Planning Approval to allow for the construction of a new locker room within the St. Paul's Campus.

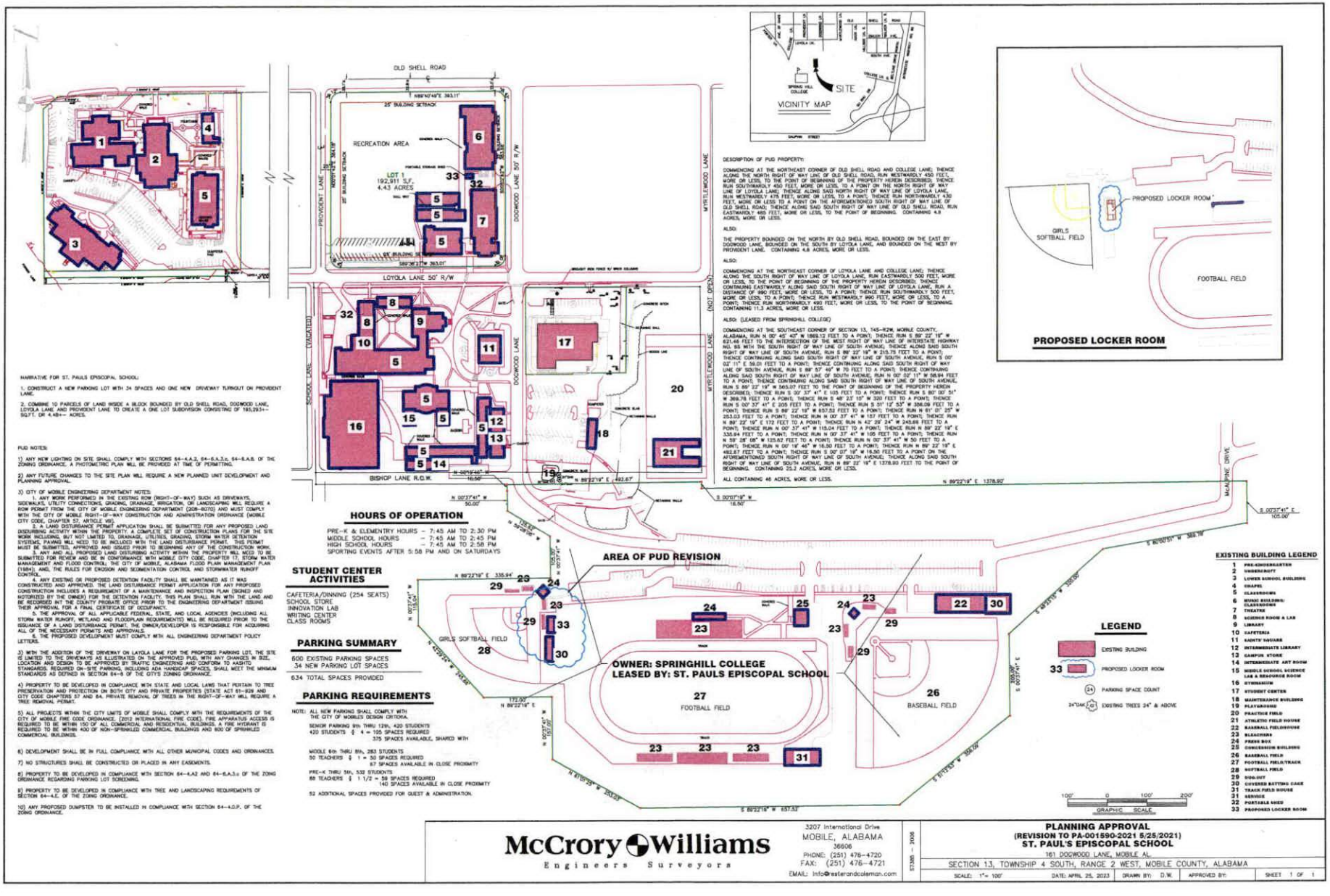
Sincerely,

Pamela R. Andrews

Printed Name of Authorized Representative

P. Andrews CFO/COO

Signature



NARRATIVE FOR ST. PAULS EPISCOPAL SCHOOL:

1. CONSTRUCT A NEW PARKING LOT WITH 34 SPACES AND ONE NEW DRIVEWAY TURNOUT ON PROVIDENT LANE.

2. COMBINE 10 PARCELS OF LAND INSIDE A BLOCK BOUNDED BY OLD SHELL ROAD, DOGWOOD LANE, LOYOLA LANE AND PROVIDENT LANE TO CREATE A ONE LOT SUBDIVISION CONSISTING OF 193,283+- SQ.FT. OR 4.48+- ACRES.

PUD NOTES:

1) ANY NEW LIGHTING ON SITE SHALL COMPLY WITH SECTIONS 64-4.A.2, 64-6.A.3.c, 64-6.A.5. OF THE ZONING ORDINANCE. A PHOTOMETRIC PLAN WILL BE PROVIDED AT TIME OF PERMITTING.

2) ANY FUTURE CHANGES TO THE SITE PLAN WILL REQUIRE A NEW PLANNED UNIT DEVELOPMENT AND PLANNING APPROVAL.

3) CITY OF MOBILE ENGINEERING DEPARTMENT NOTES:
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 DEPARTMENT (208-8070) AND MUST COMPLY WITH THE CITY OF MOBILE RIGHT-OF-WAY CONSTRUCTION AND ADMINISTRATION ORDINANCE (MOBILE CITY CODE, CHAPTER 57, ARTICLE VIII).
2. A LAND DISTURBANCE PERMIT APPLICATION SHALL BE SUBMITTED FOR ANY PROPOSED LAND DISTURBING ACTIVITY WITHIN THE PROPERTY. A COMPLETE SET OF CONSTRUCTION PLANS FOR THE SITE WORK INCLUDING, BUT NOT LIMITED TO, DRAINAGE, UTILITIES, GRADING, STORM WATER DETENTION SYSTEMS, 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 STORMWATER 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 NOTORIZED BY THE OWNER) FOR THE DETENTION FACILITY. THIS PLAN SHALL RUN WITH THE LAND AND BE RECORDED INT 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 POLICY LETTERS.

3) WITH THE ADDITION OF THE DRIVEWAY ON LOYOLA LANE FOR THE PROPOSED PARKING LOT, THE SITE IS LIMITED TO THE DRIVEWAYS AS ILLUSTRATED ON THE APPROVED PUD, WITH ANY CHANGES IN SIZE, LOCATION AND DESIGN TO BE APPROVED BY TRAFFIC ENGINEERING AND CONFORM TO AASHTO STANDARDS. REQUIRED ON-SITE PARKING, INCLUDING ADA HANDICAP SPACES, SHALL MEET THE MINIMUM STANDARDS AS DEFINED IN SECTION 64-6 OF THE CITYS ZONING ORDINANCE.

4) PROPERTY TO BE DEVELOPED IN COMPLIANCE WITH STATE AND LOCAL LAWS THAT PERTAIN TO TREE PRESERVATION AND PROTECTION ON BOTH CITY AND PRIVATE PROPERTIES (STATE ACT 61-929 AND CITY CODE CHAPTERS 57 AND 64. PRIVATE REMOVAL OF TREES IN THE RIGHT-OF-WAY WILL REQUIRE A TREE REMOVAL PERMIT.

5) ALL PROJECTS WITHIN THE CITY LIMITS OF MOBILE SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY OF MOBILE FIRE CODE ORDINANCE, (2012 INTERNATIONAL FIRE CODE). FIRE APPARATUS ACCESS IS REQUIRED TO BE WITHIN 150' OF ALL COMMERCIAL AND RESIDENTIAL BUILDINGS. A FIRE HYDRANT IS REQUIRED TO BE WITHIN 400' OF NON-SPRINKLED COMMERCIAL BUILDINGS AND 600' OF SPRINKLED COMMERCIAL BUILDINGS.

6) DEVELOPMENT SHALL BE IN FULL COMPLIANCE WITH ALL OTHER MUNICIPAL CODES AND ORDINANCES.

7) NO STRUCTURES SHALL BE CONSTRUCTED OR PLACED IN ANY EASEMENTS.

8) PROPERTY TO BE DEVELOPED IN COMPLIANCE WITH SECTION 64-4.A.2 AND 64-6.A.3.c OF THE ZONING ORDINANCE REGARDING PARKING LOT SCREENING.

9) PROPERTY TO BE DEVELOPED IN COMPLIANCE WITH TREE AND LANDSCAPING REQUIREMENTS OF SECTION 64-4.E. OF THE ZONING ORDINANCE.

10) ANY PROPOSED DUMPSTER TO BE INSTALLED IN COMPLIANCE WITH SECTION 64-4.D.9. OF THE ZONING ORDINANCE.

NOTE: ALL NEW PARKING SHALL COMPLY WITH THE CITY OF MOBILES DESIGN CRITERIA.

SENIOR PARKING 9th THRU 12th, 420 STUDENTS
420 STUDENTS @ 4 = 105 SPACES REQUIRED
375 SPACES AVAILABLE, SHARED WITH

MIDDLE 6th THRU 8th, 283 STUDENTS
50 TEACHERS @ 1 = 50 SPACES REQUIRED
87 SPACES AVAILABLE IN CLOSE PROXIMITY

PRE-K THRU 5th, 532 STUDENTS
88 TEACHERS @ 1 1/2 = 58 SPACES REQUIRED
140 SPACES AVAILABLE IN CLOSE PROXIMITY

52 ADDITIONAL SPACES PROVIDED FOR GUEST & ADMINISTRATION.

DESCRIPTION OF PUD PROPERTY:

COMMENCING AT THE NORTHEAST CORNER OF OLD SHELL ROAD AND COLLEGE LANE; THENCE ALONG THE NORTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN WESTWARDLY 450 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN SOUTHWARDLY 450 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF LOYOLA LANE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN WESTWARDLY 475 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 430 FEET, MORE OR LESS TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN EASTWARDLY 485 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 4.8 ACRES, MORE OR LESS.

ALSO:

THE PROPERTY BOUNDED ON THE NORTH BY OLD SHELL ROAD, BOUNDED ON THE EAST BY DOGWOOD LANE, BOUNDED ON THE SOUTH BY LOYOLA LANE, AND BOUNDED ON THE WEST BY PROVIDENT LANE. CONTAINING 4.8 ACRES, MORE OR LESS.

ALSO:

COMMENCING AT THE NORTHEAST CORNER OF LOYOLA LANE AND COLLEGE LANE; THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN EASTWARDLY 500 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING EASTWARDLY ALONG SAID SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN A DISTANCE OF 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN SOUTHWARDLY 500 FEET, MORE OR LESS, TO A POINT; THENCE RUN WESTWARDLY 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 490 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 11.3 ACRES, MORE OR LESS.

ALSO: (LEASED FROM SPRINGHILL COLLEGE)

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 13, T4S-R2W, MOBILE COUNTY, ALABAMA, RUN N 00° 45' 42" W 1869.12 FEET TO A POINT; THENCE RUN S 89° 22' 19" W 621.46 FEET TO THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65 WITH THE SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 22' 19" W 215.75 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 00° 02' 11" E 58.01 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 57' 49" W 70 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 00° 02' 11" W 58.94 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 22' 19" W 565.07 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN S 00° 37' 41" E 105 FEET TO A POINT; THENCE RUN S 80° 00' 51" W 369.78 FEET TO A POINT; THENCE RUN S 48° 23' 15" W 320 FEET TO A POINT; THENCE RUN S 00° 37' 41" E 205 FEET TO A POINT; THENCE RUN S 31° 12' 53" W 386.09 FEET TO A POINT; THENCE RUN S 89° 22' 19" W 657.53 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 01° 01' 25" W 253.03 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 157 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 172 FEET TO A POINT; THENCE RUN N 42° 29' 24" E 240.68 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 115.04 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 335.94 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 105 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 125.82 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 50 FEET TO A POINT; THENCE RUN N 00° 19' 46" W 16.50 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 492.67 FEET TO A POINT; THENCE RUN S 00° 07' 19" W 18.50 FEET TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 89° 22' 19" E 1378.80 FEET TO THE POINT OF BEGINNING. CONTAINING 25.2 ACRES, MORE OR LESS.

ALL CONTAINING 46 ACRES, MORE OR LESS.

McCrory Williams
Engineers Surveyors
3207 International Drive
MOBILE, ALABAMA
36606
PHONE: (251) 476-4720
FAX: (251) 476-4721
EMAIL: Info@easterandcoleman.com

S1385 - 2006

PLANNING APPROVAL
(REVISION TO PA-001590-2021 5/25/2021)
ST. PAUL'S EPISCOPAL SCHOOL
161 DOGWOOD LANE, MOBILE AL.
SECTION 13, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA

SCALE: 1"= 100'	DATE: APRIL 25, 2023	DRAWN BY: D.W.	APPROVED BY:	SHEET 1 OF 1

ST. PAUL'S EPISCOPAL SCHOOL
161 DOGWOOD LANE
MOBILE, AL 36608

SPRINGHILL COLLEGE
C/O PRESIDENT & FINANCE OFFICE
4000 DAUPHIN STREET
MOBILE, AL 36608

LAFFRE ELIZABETH H
510 PINE ST
CAMDEN, SC 29020

GUY JOHN STACY
4009 OLD SHELL RD #A8
MOBILE, AL 36608

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

BEAN PROPERTIES LLC
PO BOX 376
MOBILE, AL 36601

FRANGOS D N
3610 THE CEDARS AVE
MOBILE, AL 36608

INGE AMANDA HUNTER, ET AL
4058 OLD SHELL RD
MOBILE, AL 36608

WIZARD PROPERTIES LLC
89 TUTHILL LN
MOBILE, AL 36608

SAINT-PAUL CARLA
771 HENCKLEY AVE
MOBILE, AL 36608

WILRAN NUMBER FIVE LLC
7 YESTER PLACE
MOBILE, AL 36608

SLEDGE ANNE T
121 RIDGELAWN DR E
MOBILE, AL 36608

ST. PAUL'S EPISCOPAL CHURCH
4051 OLD SHELL RD
MOBILE, AL 36608

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

LUKE DAN DEALY JR
238 ROLLING HILL DR
DAPHNE, AL 36526

GONZALEZ PAUL JOHN
11940 WEDDINGTON ST UNIT 11
VALLEY VILLAGE, CA 91607

GATES W DAY AS TRUSTEE OF THE
PARISH OF ST PAULS
251 TUTHILL LN
MOBILE, AL 36608

FRIEDLANDER PAMELA S P
4014 OLD SHELL RD
MOBILE, AL 36608

DELCHAMPS PAUL EMILE III &
SHARON R
121 DILSTON LN
MOBILE, AL 36608

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

ROEDDER GWENDOLYN A
211 LEVERT AVE
MOBILE, AL 36607

JKV PROPERTIES LLC
4470 MCCRARY RD
SEMMES, AL 36575

LANE JOHN M & JOAN H
612 HERNANDO PL
DAUPHIN ISLAND, AL 36528

FRANKLIN SUSAN B
10 DRURY LN
MOBILE, AL 36608

ERP LLC
3762 MORDECAI LN
MOBILE, AL 36608

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

CREEL BRUCE & EVA
3762 MOFFETT RD
MOBILE, AL 36618

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

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

LITTLE GREY HOUSE LLC
4072 OLD SHELL RD
MOBILE, AL 36608

BMAX LLC
4109 URSULINE DR
MOBILE, AL 36608

HUFFSTUTLER NANCY M & JAMES
38 BUEGER RD
MOBILE, AL 36608

COLLINS HOMER R
PO BOX 376
MOBILE, AL 36601

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

SPRINGHILL MANOR LLC
740 MUSEUM DR
MOBILE, AL 36608

JONES BERNICE C
C/O ROBERT D PIERCE, JR
3045 STERLING ROAD
MOUNTAIN BROOK, AL 35213

WHETROCK, LLC
10 AUDUBON PL
FAIRHOPE, AL 36532

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

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

BODIE FRED & JUDY
4300 OLD SHELL RD
MOBILE, AL 36608

SINDEL JAMES
89 TUTHILL LN
MOBILE, AL 36608

WALKER WALTON LLC
4068 OLD SHELL RD
MOBILE, AL 36608

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

TOOMEY PATRICK DOBBIN
PO BOX 530484
BIRMINGHAM, AL 35253

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

RTD DEVELOPERS LLC
3851 OLD SHELL RD
MOBILE, AL 36608

WALTERS C L JR
650 RIDGEFIELD DR
MOBILE, AL 36608

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

FOUNTAIN KATHLEEN FRAZER
24549 VENETIA RD
MOBILE, AL 36605

JUSTICE SHIRLEY M
4010 OLD SHELL RD
MOBILE, AL 36608

GERNHAUSER HENRY & ELAINE
4009-A2 OLD SHELL RD
MOBILE, AL 36608

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

DOUGHERTY PATRICIA, ET AL
4009 OLD SHELL RD APT D1
MOBILE, AL 36608

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

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

SCHUBERT PAUL & KARINA
4009 OLD SHELL RD APT B7
MOBILE, AL 36608

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

BARTER MICHAEL & SUSAN
446 CLUBHOUSE DR
FAIRHOPE, AL 36532

STEPHENS SELDEN H JR
259 TUTHILL LN
MOBILE, AL 36608

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

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

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

FORD BENJAMIN Y & CAMILLE R
262 TUTHILL LN
MOBILE, AL 36608

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

WRIGHT WILTON & SHELBY W
252 TUTHILL LN
MOBILE, AL 36608

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

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

DAHMER EDWARD C JR
4009 OLD SHELL RD APT E14
MOBILE, AL 36608

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

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

VICKERS NOREEN MCALLISTER
4009-E5 OLD SHELL RD
MOBILE, AL 36608

BROUGHTON MARY C
255 TUTHILL LN
MOBILE, AL 36608

BAGWELL CHARLDEEN J
1410 FAIRVIEW ST
GRUNDY, VA 24614

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

RUSS ROBERT WILSON III
1745 HUNTER AVE
MOBILE, AL 36604

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

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

FRIEDMAN BARRY & MARJORIE
4006 OLD SHELL RD
MOBILE, AL 36608

CATHOLIC SOCIETY OF RELIGIOUS
& LITERARY EDUCATION
4511 W PINE BLVD, STE. B
ST. LOUIS, MO 63108

HART ANGELA P
4337 BIT & SPUR RD
MOBILE, AL 36608

SMITH DAVID CLAYTON &
CHRISTINA
3916 MCREE PL
MOBILE, AL 36608

AMBERGER NICHOLAS & MELANIE
3940 MCREE LN
MOBILE, AL 36608

LAMAR WILLIAM BIBB III & ROSA
3950 OLD SHELL RD
MOBILE, AL 36608

TROPEANO ANA KARINA
3933 MCREE PL
MOBILE, AL 36608

MCELROY JEANNE F
3505 STEIN ST
MOBILE, AL 36608

HART JUSTIN R & STACEY H
3936 MCREE LN
MOBILE, AL 36608

DRUHAN RHEN & THOMAS J
DRUHAN
137 DOGWOOD LN
MOBILE, AL 36608

JONES TAYLOR STIMPSON
254 DOGWOOD LN
MOBILE, AL 36608

WAECHTER CARROLL WILLIAM III
& SHEA PALMER WAECHTER
258 DOGWOOD LN
MOBILE, AL 36608

MCANDREW JOHN CRAFT III &
MARGARET GREEN
3854 OLD SHELL RD
MOBILE, AL 36608

HALLET MARY FRANCES
210 DOGWOOD LN
MOBILE, AL 36608

JOHNSON WYATT & LYDIA K
250 DOGWOOD LN
MOBILE, AL 36608

STEVENS SCOTT D & CAROLINE C
3863 OLD SHELL RD
MOBILE, AL 36608

RIGGIN JOHN & LAUREE S
3867 OLD SHELL RD
MOBILE, AL 36608

VICK VALERIE L
216 DAUPHIN ST
MOBILE, AL 36608

TOOMEY ALICE M
2456 LOYOLA LN #7
MOBILE, AL 36608

BROWN SUSAN VALENTINE
3454 LOYOLA LN
MOBILE, AL 36608

ATKINS RALPH L
100 B DU RHU DR
MOBILE, AL 36608

TAFRA MICHAEL & KAREN
PO BOX 231
DAUPHIN ISLAND, AL 36528

RILEY REGORY LYNN & JAMES
DOUGLAS LOUDEN
1902 GOVERNMENT ST
MOBILE, AL 36606

NICHOLS DESTINY & DEBORAH
C/O ROBBINS SETH HENRY III
108 DU RHU #C
MOBILE, AL 36608

COOK ROBERT H & JANE E HERRIN
1921 FULLER ST
HATTIESBURG, MS 39401

PATEL ANGELA
PO BOX 5463
GULF SHORES, AL 36547

HORNER JOHN M JR & ALLISON
4226 BELLEVUE LN
MOBILE, AL 36608

THORNTON ERIN RAE
110 DU RHU DR #C
MOBILE, AL 36608

JOHNSON FRED A & MARTHA T
C/O E MICHAEL JOHNSON
7 DRURY LN
MOBILE, AL 36608

ROBINSON DUDLEY MCNEILL &
WILLIAM C WAECHTER III
258 DOGWOOD LN
MOBILE, AL 36608

HENRY KATHY W & PATRICK D
PO BOX 16474
MOBILE, AL 36616

OBERRY ROBERT E & SAVANNAH K
61 NACK LN
MOBILE, AL 36608

CMB LP
PO BOX 178
LUCEDALE, MS 39452

MCGUIRE JAMES E
PO BOX 6150
MOBILE, AL 36660

CASTILLO SERGIO A
3850 LLEWELYN DR
MOBILE, AL 36608

ROGERS JOEL S & ANGIE K
100 DU RHU DR #C
MOBILE, AL 36608

ZOGHBY JEFF
1229 CHIMNEY TOP DR W
MOBILE, AL 36608

CANFIELD LEWIS
276 MAYFLOWER ST
MOBILE, AL 36607

SALES DIRECT LLC
PO BOX 9877
MOBILE, AL 36691

SMP PROPERTIES LLC
5570 NEVIUS RD
MOBILE, AL 36619

KAY INVESTMENTS LLC
C/O JOHN W LASSITER III
1001 CULLOMBURG RD
SILAS, AL 36919

MCCONAGHY NANCY
PO BOX 33
SATSUMA, AL 36572

WELLS WILLIAM S
130 DU RHU DR UNIT C
MOBILE, AL 36608

SULLIVAN PATRICIA ANNE
2340 HUFFMAN DR W
MOBILE, AL 36693

JENSEN WILLIAM O & JUDITH M
812 DOGWOOD LN
TOWNVILLE, SC 29689

THE COMMONS AT SPRINGHILL
116 DU RHU DR
MOBILE, AL 36608

MCVAY MALCOLM AS TRUSTEE
12185 JESSAMINE ST
MAGNOLIA SPRINGS, AL 36555

TANNER LOIS VIRGINIA LOTT
PO BOX 55
CITRONELLE, AL 36522

MIRROR LAKE RAQUET CLUB
PO BOX 40004
MOBILE, AL 36604

SLAUGHTER ROBERT J
196 STILLWOOD LN
MOBILE, AL 36608

JOHNSTON MARGARET D
1008 HWY 90
MOBILE, AL 36693

KITSOS SARAH M
110 DU RHU DR UNIT H
MOBILE, AL 36608

TOTH HENRIETTA ROAS
1170-A AIR TERMINAL DR
MOBILE, AL 36695

QUINNELLY JEFFREY F & HUNTER J
PO BOX 81449
MOBILE, AL 36689

MORGAN ELISKA & MICHAEL
63 NACK LN
MOBILE, AL 36608

WELLS WILLIAM P JR
106-A DU RHU DR
MOBILE, AL 36608

SLEDGE ANGELA N
114-E DU RHU DR
MOBILE, AL 36608

FRIEDLANDER JANIS R
PO BOX 91901
MOBILE, AL 36691

URBANSKI GREG ANTHONY
PO BOX 81194
MOBILE, AL 36689

HAYES MARTHA P
124 DU RHU DR UNIT D
MOBILE, AL 36608

ZOGHBY JENNA G
1229 CHIMNEY TOP DR W
MOBILE, AL 36695

MURDOCK NEIL A & MEGAN A
112 DU RHU DR #G
MOBILE, AL 36608

WILLIS ANNA CORINNE
114-A DU RHU DR
MOBILE, AL 36608

LADD SAM GAILLARD
102 B DU RHU DR
MOBILE, AL 36608

WHITTINGTON CYNTHIA
134-H DU RHU DR
MOBILE, AL 36608

THAMES MARGARET SUSAN
130-D DU RHU DR
MOBILE, AL 36608

CROOM JOHN T
110 DU RHU DR
MOBILE, AL 36608

LEATHERBURY GREGORY L JR &
SUSAN T
29514 CANAL RD
ORANGE BEACH, AL 36561

FARMER ZUE I
700 BISHOP LN N
MOBILE, AL 36608

HARVEY TERRY, LILLIAN HARVEY &
TERRY HARVEY
1418 HEBRON RD
GROVE HILL, AL 36451

BUTLER JANE C
102 DU RHU DR #D
MOBILE, AL 36608

NICHOLLS CLAIRE & JAMES KEITH
12 SOLDIERS RTE
SPANISH FORT, AL 36527

LITTLE JOE H III
128-A DU RHU DR
MOBILE, AL 36608

WYATT WILLIAM WESLEY
118 DU RHU DR #H
MOBILE, AL 36608

SUTHERLAND ROQUENIA L
118-G DU RHU DR
MOBILE, AL 36608

ANDREWS S GREG
112-C DU RHU DR
MOBILE, AL 36608

MOSTELLER MARY LOU
C/O KENNETH CAIN
82 PLANTATION POINTE #259
FAIRHOPE, AL 36532

WELLS LINDA
112 DU RHU DR APT E
MOBILE, AL 36608

TURK GINA LODESTRO
120 DU RHU DR #C
MOBILE, AL 36608

LIVINGSTON JEANNE MARIE
132-B DU RHU DR
MOBILE, AL 36608

WHITE HUGH LAWSON II
128-J DU RHU DR
MOBILE, AL 36608

DAFFIN LYNETTE V
12302 SHADOWPOINT DR
HOUSTON, TX 77082

FICK STEPHEN F
400 STIRRUP CT
MOBILE, AL 36608

ROBINSON ROSE M
122 DU RHU DR #F
MOBILE, AL 36608

HOUSTON FLORENCE B
120-B DU RHU DR
MOBILE, AL 36608

RUSH BRITTNEY A
128 DU RHU DR #F
MOBILE, AL 36608

JONES EMILIE WALKER
163 HILLSIDE LN
MOBILE, AL 36608

GREER RONALD C JR & DEBBIE
59 NACK LN
MOBILE, AL 36608

JOHNSON JANE C
108-E DU RHU DR
MOBILE, AL 36608

WELFORD TONY G
100-H DU RHU DR
MOBILE, AL 36608

BROWN EVELYN M
122-A DU RHU DR
MOBILE, AL 36608

POWELL LANIE DION
106-E DU RHU DR
MOBILE, AL 36608

RIGGINS LAURA L
102-C DU RHU DR
MOBILE, AL 36608

JOHNSTON JOHN Q & LANA D
65 HILLSIDE LN
MOBILE, AL 36608

MANNING ZEBIE DWAYNE & KAREN
PO BOX 434
TOXEY, AL 35921

HALE MARY W
12 MCALPINE DR
MOBILE, AL 36608

O'NEILL HELEN CARROLL
402 ROTHLEY AVE
FAIRHOPE, AL 36532

ESPINOSA MARY HELEN
PO BOX 527444
MIAMI, FL 33152

GULF COAST OPTOMETRY PD
C/O DON NGUYEN
3743 AIRPORT BLVD
MOBILE, AL 36608

MORRIS BERTRAM C & KATHERINE M
2305 APPLETREE CT
HUNTSVILLE, AL 36801

GREEN MATTHEW S
57 NACK LN
MOBILE, AL 36608

BOYKIN MALLORY, STEPHEN C BOYKIN & JENNIFER BOYKIN
116-E DU RHU DR
MOBILE, AL 36608

LITTLE MARY ROSS
118-E DU RHU DR
MOBILE, AL 36608

REAMS DORA CERAVOLO & TERESA A CERAVOLO
59 HILLSIDE LN
MOBILE, AL 36608

BRUNSON JANE PALMER
134-E DU RHU DR
MOBILE, AL 36608

BARNETT DAVID MITCHELL & ASHLEY BRADY
11 MCALPINE DR
MOBILE, AL 36608

HANES ALEXANDER S IV
100-K DU RHU DR
MOBILE, AL 36608

PALMER JULIE M
108-G DU RHU DR
MOBILE, AL 36608

ENGLAND DOROTHY M A LIFE EST
114-F DU RHU DR
MOBILE, AL 36608

LEATHERBURY CATHERINE & THOMAS GRAVES LEATHERBURY
116-A DU RHU DR
MOBILE, AL 36608

SWEATT DAWN ROBBINS
132-C DU RHU DR
MOBILE, AL 36608

TILLOTSON MARTHA S
104-D DU RHU DR
MOBILE, AL 36608

ECKERT PATRICK
128 DU RHU DR APT E
MOBILE, AL 36608

GREEN JAMES ANTONE & LAURIE
151 HILLSIDE DR
MOBILE, AL 36608

ISOM SHAREN D
112-J DU RHU DR
MOBILE, AL 36608

BAILEY SUSAN TODD
112-L DU RHU DR
MOBILE, AL 36608

STEVENS MARYANN CLARK
118-A DU RHU DR
MOBILE, AL 36608

BELL WINIFRED STILES
100-L DU RHU DR
MOBILE, AL 36608

LEARD WILLIAM DAVID
61 HILLSIDE DR
MOBILE, AL 36608

BURKE ELIZABETH MCLAUGHLIN
116-C DU RHU DR
MOBILE, AL 36608

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

INGE HERNDON III
4058 OLD SHELL ROAD
MOBILE, AL 36608

MCDANIEL HUEY G & BUNNIE S
6701 SOMERBY LN
MOBILE, AL 36695

FRIEND JOHN H III
PO BOX 1645
MOBILE, AL 36633

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

CLARK LARRY W & KATHLEEN M
15 LITTLE GATE WAY
KINGSTON, GA 30145

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

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

HAMILTON CATHERINE V
8706 PATTERSON PATH
LILLIAN, AL 36549

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

MCCOY AMY MCDUFFIE
30846 PARAPET CT
SPANISH FORT, AL 36527

RADCLIFF VIRGINIA STINSON
20 N REED AVE
MOBILE, AL 36604

MITCHELL ALICE SCHAFFER
6065 BUCHANAN CR
MCDONOUGH, GA 30252

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

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

AMON MEREDITH & BRET A
4009 OLD SHELL RD APT C24
MOBILE, AL 36608

HIRS JAMES M
4009 OLD SHELL RD APT C21
MOBILE, AL 36608

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

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

SCHUBERT PAUL T & KARINA C
4009 OLD SHELL RD APT B7
MOBILE, AL 36608

PIERCE MICHAEL TRAVIS
105 RIDGELAWN DR E
MOBILE, AL 36608

MCCREE PLACE HOMEOWNERS ASSOC
3940 MCREE LN
MOBILE, AL 36608

FAGBONGE ADEYINKA & ENOILA
151 DU RHU DR APT 4301
MOBILE, AL 36608

FARRELL DANIEL G & JENNIFER P
3966 OLD SHELL RD
MOBILE, AL 36608

RHODES LOWREY & SHANNON
PO BOX 81656
MOBILE, AL 36689

ROE SEAN ALLAN & KIMBERLY ROE
147 MCALPINE DR
MOBILE, AL 36608

QUINNELLY JEFFREY F & HUNTER J
PO BOX 81449
MOBILE, AL 36689

HIGHLAND AT SPRING HILL LLC
5690 WATERMELON RD STE 400
NORTHPORT, AL 35473

KITSOS III CHRISTOPHER T
8 MCALPINE DR
MOBILE, AL 36608

HURD AUBREY M
151 MCALPINE DR
MOBILE, AL 36608

MORGAN DAVID H
3 MCALPINE DR
MOBILE, AL 36608

FULMER ANNA KATHARYN
10 ROSE AVE
MOBILE, AL 36608

GRAFE MARY EMMA
12 ROSE AVE
MOBILE, AL 36608

TOMLINSON MICHAEL P
6 ROSE AVE
MOBILE, AL 36608

SLAUGHTER ROBERT J
11000 KELLY RD
MOBILE, AL 36608

CLOUD 7-A LLC
220 S MOBILE ST
FAIRHOPE, AL 36532

BLANTON ARRIA
31490 HEIDELBROOK LOOP
SPANISH FORT, AL 36527

BURLESON DEBORAH
604 BARCELONA DR
SATSUMA, AL 36572

DERELI NESLIHAN
60 N ROYAL ST
MOBILE, AL 36602

CORNELL PROPERTIES LLC
PO BOX 8345
MOBILE, AL 36689

LARRY JEFFERSON DOUGLAS
10385 KALI OKA RD
MOBILE, AL 36613

FUSALOTTI ANDREW
3741 RIVERCHASE CT
THEODORE, AL 36582

HAWK CHARLES W & GAYE HAWK
20114 ERIN POND RD W
SEMINOLE, AL 36574

DICKINSON MARIE P & KEITH M
10832 RIGBY DR
MOBILE, AL 36695

ASG INVESTMENTS, LLC
117 FRAZER CT
MOBILE, AL 36607

FULLER BRADLEY E
251 CROSSGATE DR
ELMORE, AL 36025

STANTON BRENDA J
2123 SHEFFIELD CT
MOBILE, AL 36693

STEWART BRENT EDWARD
130 DU RHU DR UNIT F
MOBILE, AL 36608

DICKINSON KEITH M & MARIE P
10832 RIGBY DR
MOBILE, AL 36695

BROOKS KAREN JACKSON HILL
PO BOX 842
WATSON, LA 70786

ROBERTSON MARGARET LYNN
135 RIVERBEND DR
MOBILE, AL 36605

EAGLE BAY PROPERTIES LLC
SERIES 2
4011 MCGREGOR OAKS
MOBILE, AL 36608

DUNCAN ROBERT A JR
816 GRIFFIN PARK VIEW
BIRMINGHAM, AL 35242

MCGINLEY ROBERT B & KELLY A
9 SPRING BANK RD S
MOBILE, AL 36608

MAKIN STEVEN A & SHARIN E
9735 MOSLEY RD
FAIRHOPE, AL 36532

KNOX DANIEL E
116F DU RHU DR
MOBILE, AL 36608

KILLION MARY
118 DU RHU DR UNIT C
MOBILE, AL 36608

JACKSON SARAH H & JOSEPH W
134D DU RHU DR
MOBILE, AL 36608

KANGSUMRITH TEE & ANH
PO BOX 1453
FAIRHOPE, AL 36533

MARRIOTT ANN BRAXTON
313 RIDGELAWN DR W
MOBILE, AL 36608

MCDONALD WALKER & CONDI H
219 LAKEWOOD DR E
MOBILE, AL 36608

SHEETS LISA
128D DU RHU DR
MOBILE, AL 36608

CHUNN AMANDA E
128K DU RHU DR
MOBILE, AL 36608

HINTON JUDITH C A LIFE ESTATE
110A DU RHU DR
MOBILE, AL 36608

NALL CHRISTOPHER
112A DU RHU DR
MOBILE, AL 36608

NALL CHRISTOPHER A & ANNSLEY M
112B DU RHU DR
MOBILE, AL 36608

WARD MARY COYE & LYNN WARD
112 DU RHU DR #K
MOBILE, AL 36608

HOLMES KATHARINE BLEDSOE
114C DU RHU DR
MOBILE, AL 36608

BOYLES JAMES
114D DU RHU DR
MOBILE, AL 36608

MORGAN BONNIE E
6250 HILLVIEW RD
THEODORE, AL 36582

BOYLES LAURA BUSBY
116D DU RHU DR
MOBILE, AL 36608

CALONJE BRANDY
118 DU RHU DR UNIT F
MOBILE, AL 36608

ABRUSCATO MARY S
122 DU RHU DR #B
MOBILE, AL 36608

MOLYNEUX JOHN A & REGINA
122C DU RHU DR
MOBILE, AL 36608

SCHOTTGEN LEIGH W
122E DU RHU DR
MOBILE, AL 36608

CASSITY AMY V
100 DU RHU DR UNIT G
MOBILE, AL 36608

LOTT FRANK J JR & MAIRANNE H
104 MORPHY AVE
FAIRHOPE, AL 36532

Agenda Item #: 6

MOD-002524-2023 & MOD-002525-2023

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

Applicant Materials for Consideration – Planned Unit Development Modification

Applicant Materials for Consideration – Planning Approval Modification

DETAILS

Location:
161 Dogwood Lane

Subdivision Name:
Not applicable

Applicant / Agent (as applicable):
St. Paul's Episcopal School, McCrory Williams, Agent

Property Owner:
St. Paul's Episcopal

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

Future Land Use:
Institutional

Applicable Codes, Policies, and Plans:

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

Schedule for Development:
Not provided

Proposal:

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

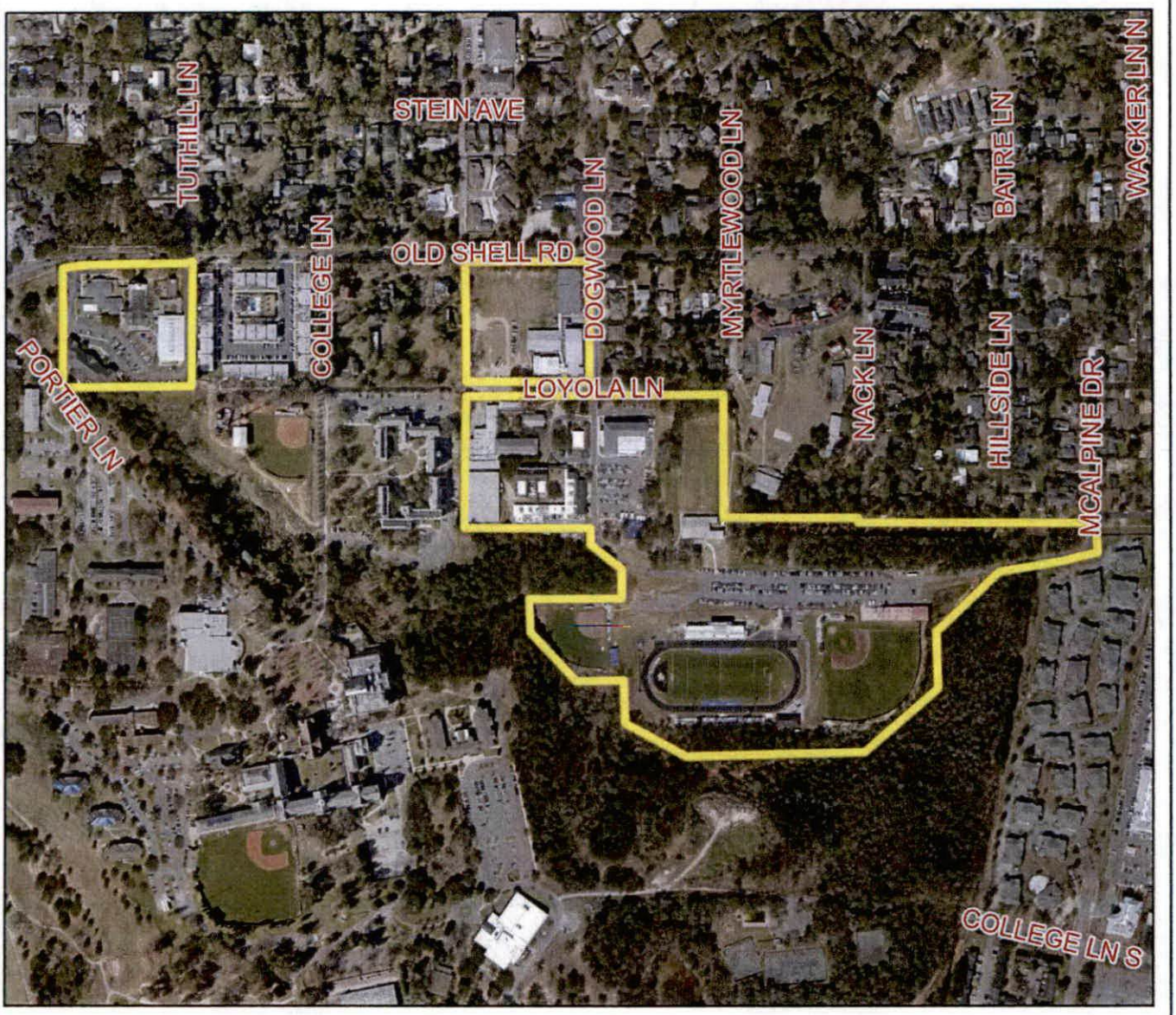
Considerations:

1. Modification of a previously approved Planned Unit Development with one (1) condition; and
2. Modification of a previously approved Planning Approval with one (1) condition.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 4
Exhibits 5

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units. A college lies west of the site.

APPLICATION NUMBER 6 DATE June 15, 2023

APPLICANT St. Paul's Episcopal School, McCrory & Williams, Agent

REQUEST PUD Modification, PA Modification

N

NTS

SITE HISTORY

Since 2003, the subject site has been the subject of numerous Planning Approvals (PAs) to allow a church school in an R-1 district, and Planned Unit Developments (PUDs) to allow multiple buildings on a single building site, with shared access between multiple building sites. The most recent of these applications was approved by the Planning Commission at its May 20, 2021 meeting to allow a parking lot addition at the Northeast corner of Provident Lane and Loyola Lane.

STAFF COMMENTS

Engineering Comments:

Planned Unit Development Modification (MOD-002524-2023)

1. Retain PUD NOTE #3 (1. Thru 6.), as shown on the PUD SITE PLAN dated April 25, 2023.
2. Renumber the second NOTE #3 and NOTES #4 - #10.

Planning Approval Modification (MOD-002525-2023)

1. Retain PUD NOTE #3 (1. Thru 6.), as shown on the PUD SITE PLAN dated April 25, 2023.
2. Renumber the second NOTE #3 and NOTES #4 - #10.

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.

Urban Forestry Comments:

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

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

Planning Comments:

The subject site is developed as an existing church school in an R-1, Single-Family Residential Suburban District. The applicant wishes to construct a 20-foot by 50-foot (1,000 square foot) locker room near an existing softball field. As PAs and PUDs are site plan specific, and the proposed change was determined not be a minor change, the site is required to obtain Modification approval in order to proceed with the construction. If the site did not have a history of PAs and PUDs, a Conditional Use Permit (CUP) would be required.

The proposed locker room is contained within the existing boundaries of the school property, with the softball field being located on property the school leases from Springhill College. Furthermore, the locker room will not increase parking requirements for the school, will not alter the scope of operations previously approved for the site, and will comply with setback and site coverage requirements. It should be noted that the design of the locker room building itself will need to comply with the requirements of Article 3, Section 64-3-6. Of the Unified Development Code, to include height and wall variations as part of the building design.

PLANNING APPROVAL / PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning Planning Approval / Planned Unit Development Modifications:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

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

    a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    b. Includes adequate public facilities and utilities;

5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

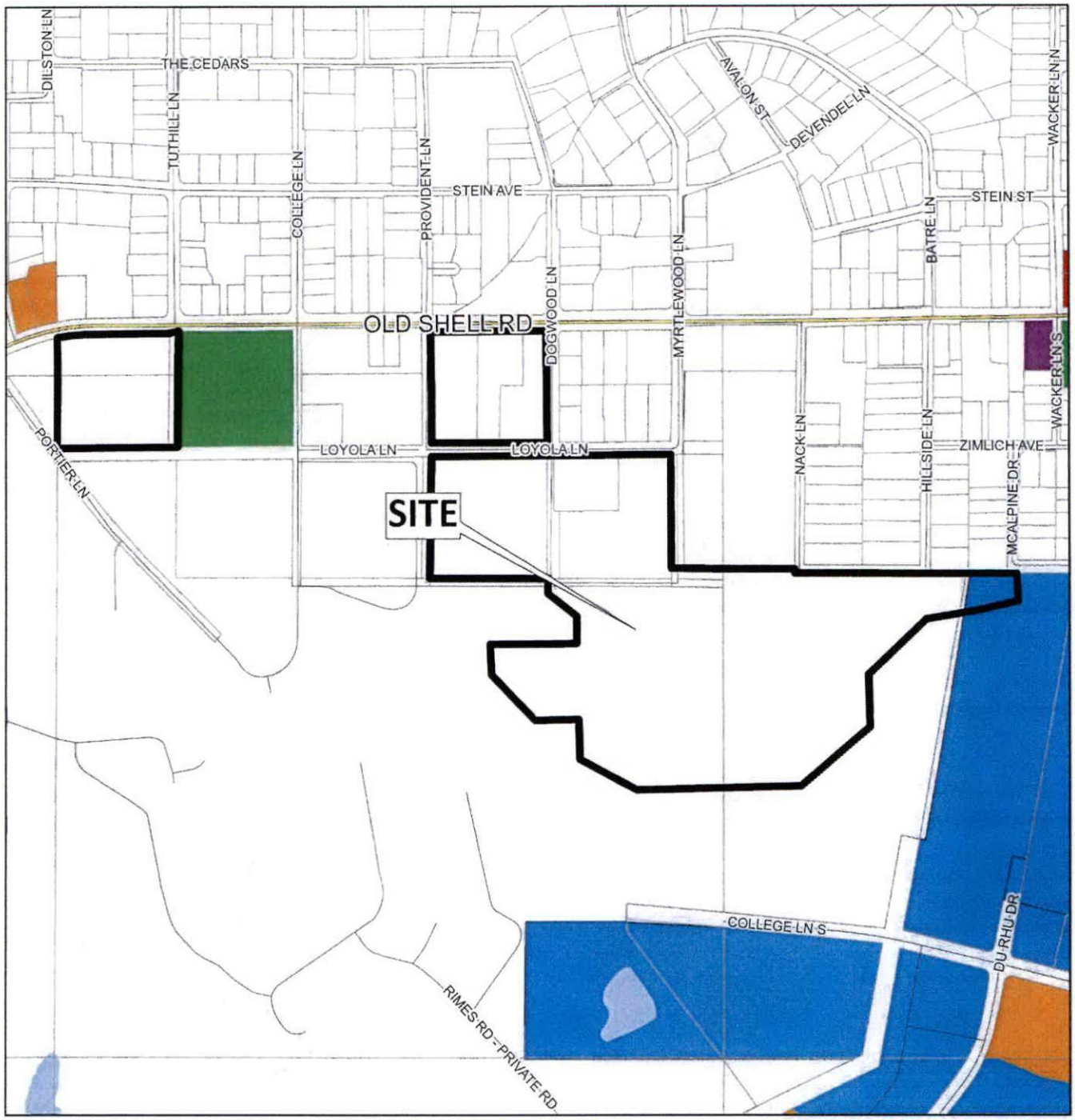
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

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

1. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 6 DATE June 15, 2023

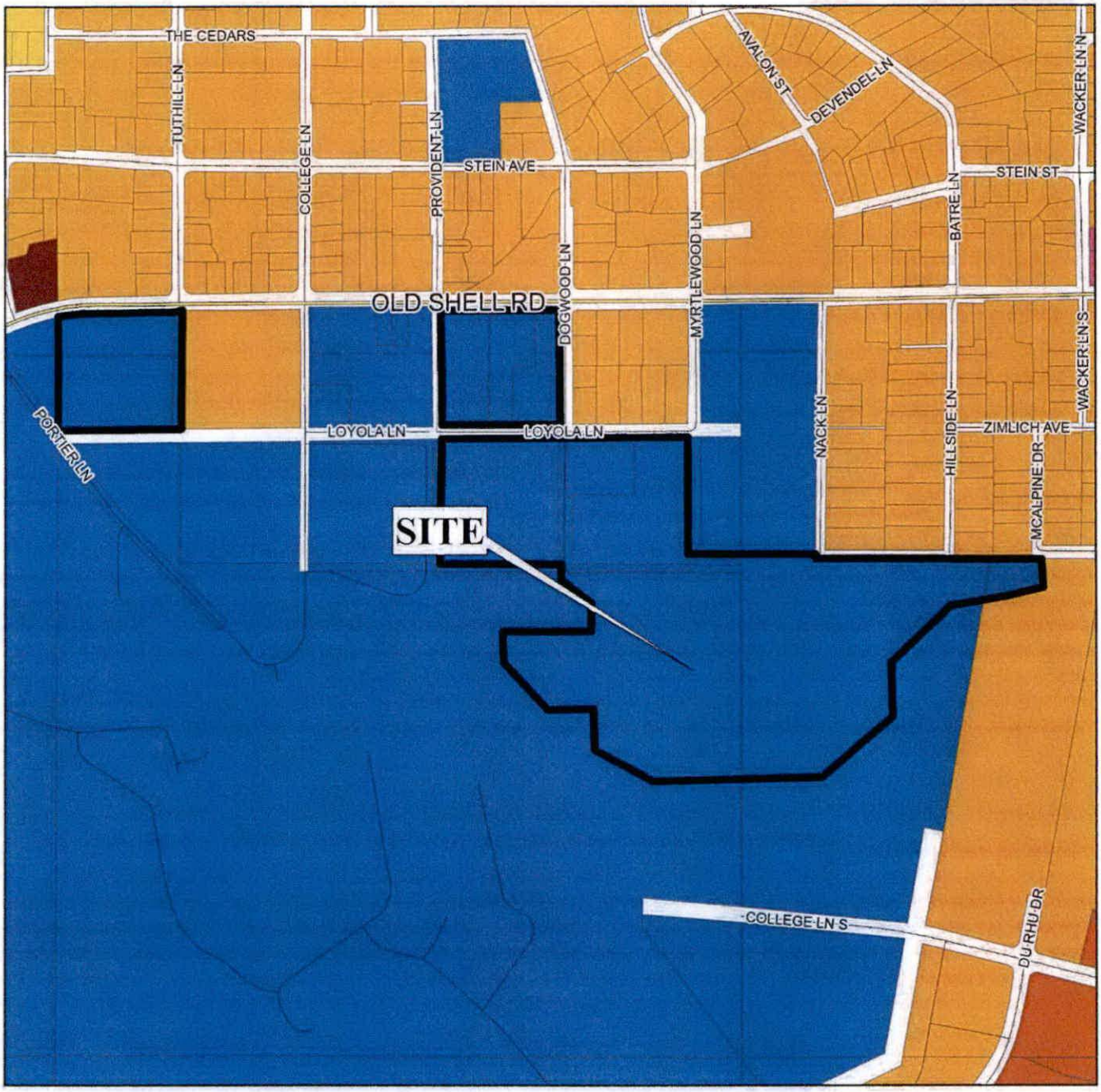
APPLICANT St. Paul's Episcopal School, McCrory & Williams, Agent

REQUEST PUD Modification, PA Modification

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 6 DATE June 15, 2023

APPLICANT St. Paul's Episcopal School, McCrory & Williams, Agent

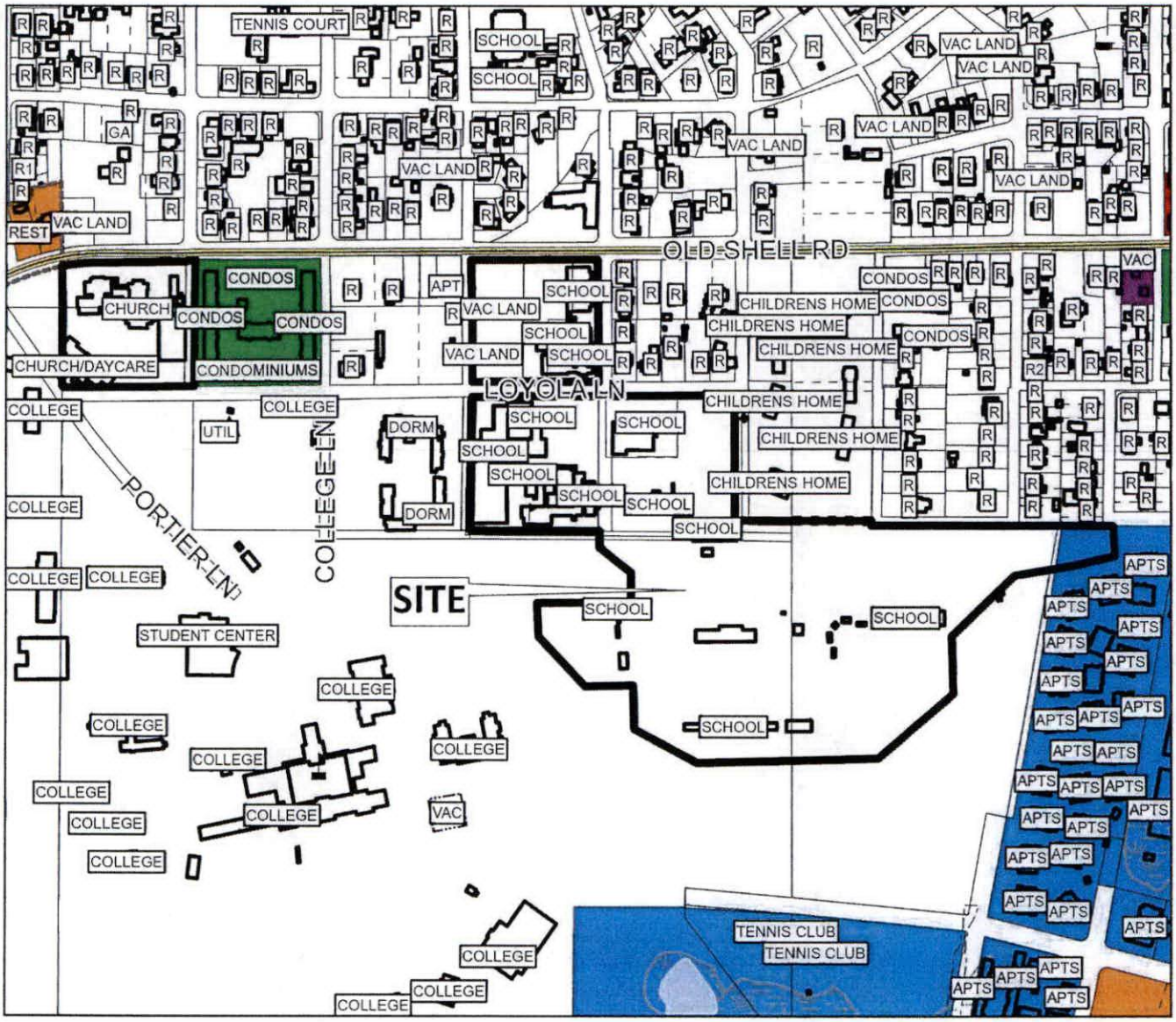
REQUEST PUD Modification, PA Modification

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units. A college lies west of the site.

APPLICATION NUMBER 6 DATE June 15, 2023

APPLICANT St. Paul's Episcopal School, McCrory & Williams, Agent

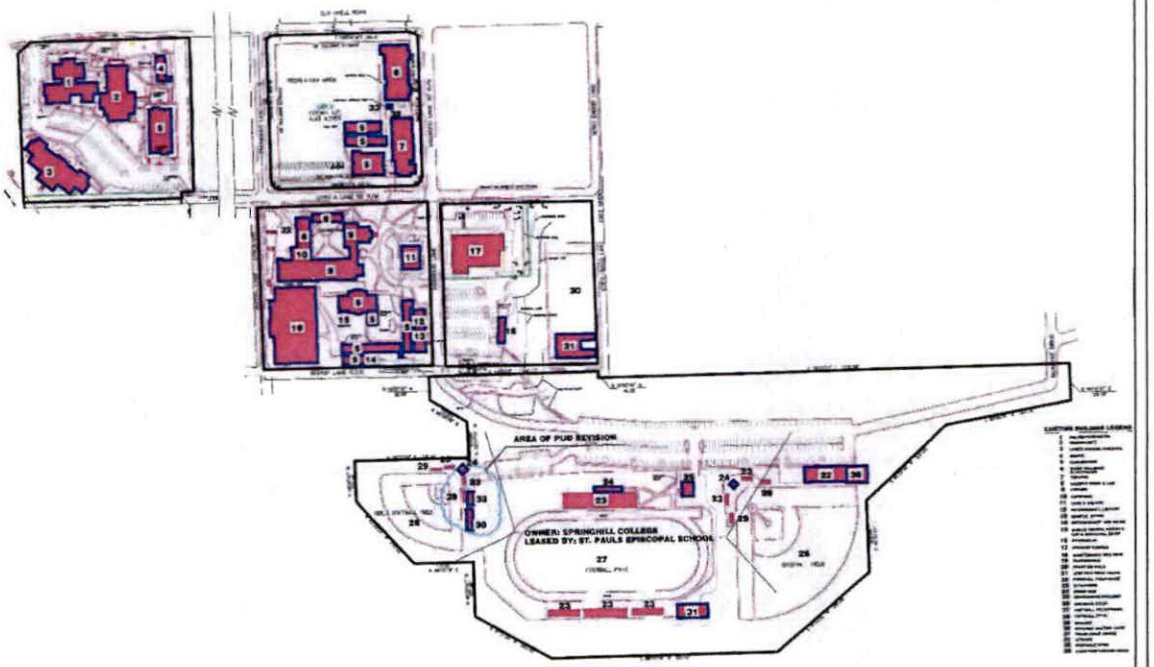
REQUEST PUD Modification, PA Modification

R-A	R-3	T-B	B-2	B-5	MUN	SD-WH	T5.1	
R-1	R-B	B-1	B-3	I-1	OPEN	T3	T5.2	
R-2	H-B	LB-2	B-4	I-2	SD	T4	T6	

N

NTS

SITE PLAN



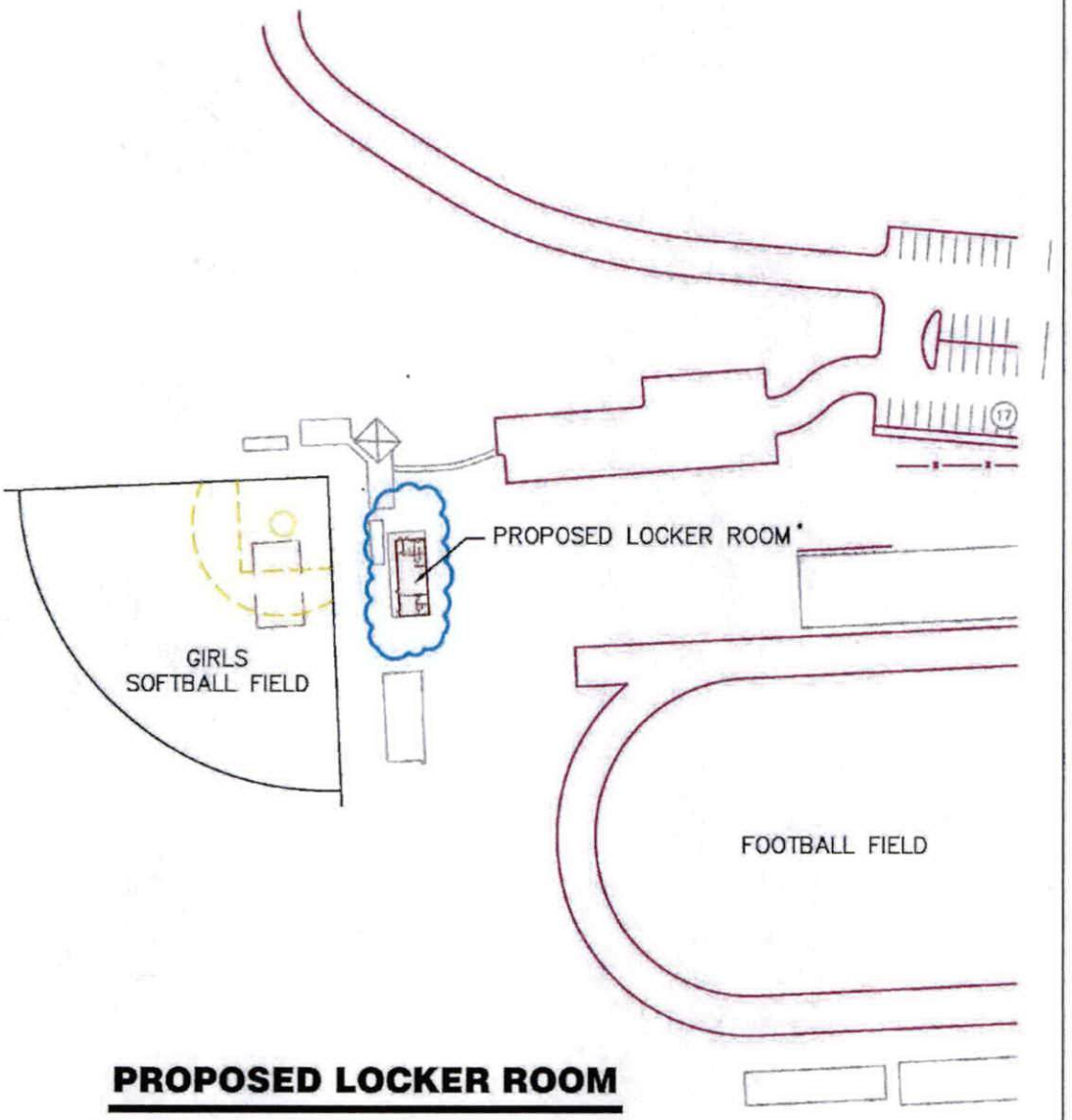
The site plan illustrates the existing school buildings, and proposed locker room.

APPLICATION NUMBER	6	DATE	June 15, 2023
APPLICANT	St. Paul's Episcopal School, McCrory & Williams, Agent		
REQUEST	PUD Modification, PA Modification		

N

NTS

DETAIL SITE PLAN



PROPOSED LOCKER ROOM

APPLICATION NUMBER 6 DATE June 15, 2023

APPLICANT St. Paul's Episcopal School, McCrory & Williams, Agent

REQUEST PUD Modification, PA Modification

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Submitted by:

Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:

Council Member - Cory Penn - District 1

Purpose and Scope of Project:

Declaring the Strucutre a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

10/17/2023

Renewal Date of Contract:

10/17/2023

Funding Source

Project # 1021 Summerville Street - ME-112-21 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 1021 Summerville Street	Cover Memo	10/11/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	10/11/2023 - 3:25 PM

RESOLUTION

Sponsored by: Councilmember Cory Penn – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1021 Summerville Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1021 Summerville Street** described as:

LOT 4 JAYNE PLACE MBK 10 P 60 #SEC 44 T4S R1W #MP29 02 44 0 014

Parcel Number: 29 02 44 0 014 208

Last Assessed to: HEIR OF FLORASTINE T RABB

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

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

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION
October 10, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, October 17, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1021 SUMMERVILLE STREET,** OWNED BY OR MAY HAVE AN INTEREST: **RABB FLORASTINE T** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 02 44 0 014 208

COUNCIL DISTRICT 1 – CORY PENN
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

1021 Summerville Street

Property Details			
Parcel Key	671044	Local Historic Registry	N
Status	**Scored**	National Historic Registry	N
Blight Zone	Y	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	N
Contributing Structure	Y	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	08-08-21	Comments	

Property Score			
Score	52	Score Description	Blight Review

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 8/9/21

Voted 4-0, Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: Inspector D. Williams **Date:** 08/23/2023

Property Address: 1021 Summerville Street **District No:** 1

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

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Kimberly Rabb Felton
237 Queens Gate
Maylene, Alabama 35114-5431

August 23, 2023

RE: **1021 Summerville Street**
Project Number: ME-112-21

Dear Kimberly Rabb Felton:

On August 18, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 1021 Summerville Street.

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

LOT 4 JAYNE PLACE MBK 10 P 60 #SEC 44 T4S R1W #MP29 02 44 O 014

Parcel Number: 29 02 44 0 014 208

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

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

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

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

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

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

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

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

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

a) Repair the structures / and or building by **October 7, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **October 7, 2023,** provide the Code Official with a work plan to accomplish the repairs by **October 7, 2023,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **October 7, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on October 17, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

NOTE: The owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT **1021 SUMMERVILLE STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1021 SUMMERVILLE STREET** **AGENDA PHOTOS / DW**




2023/10/08

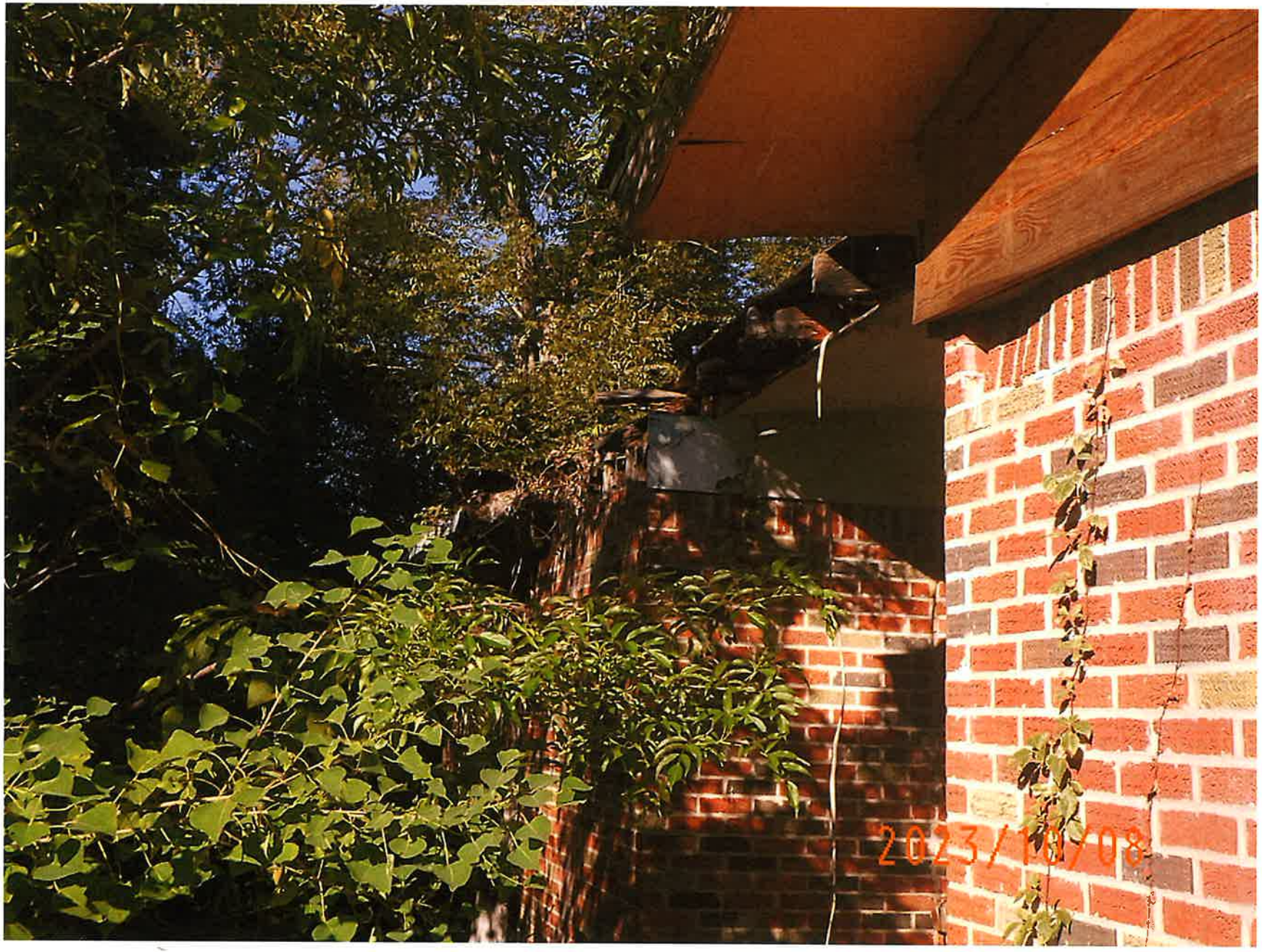
NUISANCE ABATEMENT **1021 SUMMERVILLE STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1021 SUMMERVILLE STREET** **AGENDA PHOTOS / DW**




2023/10/08


2023/10/08

NUISANCE ABATEMENT **1021 SUMMERVILLE STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1021 SUMMERVILLE STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1021 SUMMERVILLE STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1021 SUMMERVILLE STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1021 SUMMERVILLE STREET** **AGENDA PHOTOS / DW**



Affidavit of Mailed Notice

Date: October 17, 2023

State of Alabama
County of Mobile

Subject Property – 1021 Summerville Street

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

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

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

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

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

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

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: 1021 Summerville St Date: July 28, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: July 27, 2023

Per the Title Report, the owners are: Heirs-at-Law of Florastine T. Rabb AKA Florastine Pettway (DOD: 6/21/2006): Daughters - Kimberly Rabb Felton, Joli A. Dardon, and son Eric T. Rabb; and Heirs-at-Law of daughters Cassaundra D. Rabb (DOD: 7/2/1988) – Heirs are siblings above and Angela M. Rabb Miles (DOD: 6/18/1996) – one son: Malcolm V. Miles

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Kimberly Rabb Felton 237 Queens Gate Maylene, AL 35114-5431	Daughter of Owner – Pays property taxes every year Phone number 205-621-6158
2	Joli A. Dardon 2600 Vaughn Lakes Blvd Montgomery, AL 36117-4695	Daughter of Owner
3	Joli A. Dardon 945 Schillinger Rd S Apt 202 Mobile, AL 36695-9804	Daughter of Owner / Alternate Address
4	Joli A. Dardon 1317 Edgewater Dr Orlando FL 32804-6350	Daughter of Owner / Alternate Address Phone number 813-922-0864 Phone number 228-900-2626
5	Eric T. Rabb 754 Pinemont Dr Mobile, AL 36609-3032	Son of Owner Phone number 251-490-0102 Phone number 251-525-5995

6 Malcolm Vanderhost Miles
2185 Fairfax Dr
Clarksville, TN 37043-1941

Grandson of Owner
Phone number 931-436-4444

TAX STATUS: 2022 TAXES PAID BY KIMBERLY FELTON

Parties with recorded liens per Title Report:

7 State of AL Dept. of Revenue
Collections Service Dept.
P.O. Box 327820
Montgomery, AL 36132

Ref. on letter: Acct # IIT-R002058967, Lien # 333699584

LIEN: St. of AL vs. Eric T. Rabb, recorded 4/25/13, inst. # 2013024432

8 Royal Furniture Co.
C/O John R. Frawley, Jr., Esq.
P.O. Box 101493
Irondale, AL 35210

JGMT: Royal Furniture Co., Inc. vs. Joli Adonica Dardon, recorded 2/21/20, inst. # 2020010905

Open Mortgages: None

Lis Pendens:

Lis Pendens: City of Mobile vs Florastine T Rabb, instrument number 2021061877, recorded 9/21/2021

Lis Pendens: City of Mobile vs Florastine T Rabb, instrument number 2021075538, recorded 11/16/2021

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Submitted by:

Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:

Council Member - William Carroll - District 2

Purpose and Scope of Project:

The Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

10/17/2023

Renewal Date of Contract:

10/17/2023

Funding Source

Project # 508 Maple Street - ME-065-23 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 508 Maple Street	Cover Memo	10/11/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	10/11/2023 - 3:18 PM

RESOLUTION

Sponsored by: Councilmember William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **508 Maple Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **508 Maple Street** described as:

LOT 4 BLK 2 STRAUSS BROS 1ST ADD TO PLATEAU MBK 2 PG 20 #SEC 44 T3S R1W #MP22 08 44 0 019

Parcel Number: 29 06 13 0 002 328

Last Assessed to: WILLIE MANUEL, III

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

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

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION
October 10, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, October 17, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **508 MAPLE STREET,** OWNED BY OR MAY HAVE AN INTEREST: **WILLIE MANUAL, III** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 06 13 0 002 328
COUNCIL DISTRICT 2 – William Carroll
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

508 MAPLE STREET

Property Details			
Parcel Key		Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	N
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	N	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	Y
Survey Date	07/12/2023	Comments	

Property Score			
Score	51	Score Description	

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 7/24/23

Voted 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 08/23/2023

Property Address: 508 Maple Street **District No:** 2

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

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Willie Manuel, III
623 English Street
Mobile, Alabama 36603-5329

August 23, 2023

RE: **508 Maple Street**
Project Number: ME-065-23

Dear Willie Manuel, III:

On August 18, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 508 Maple Street.

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

BEG AT NW COR LOT 17 SD PT BEING INT OF S RWL ST MEDAR ST & E RWL MAPLE ST TH SELY & ALG NLY/L LOTS 16 & 17 ALSO BEING ALG S RWL OF ST MEDAR ST 67 FT TH ON DEFL ANG OF 88 DEG 58 MIN RUN W SLY 68 FT TH ON DEFL ANG OF 90 DEG 40 MIN RUN 67.50 FT TO PT ON E RWL OF MAPLE ST ST TH RUN NE & ALG E RWL OF MAPLE ST 70 FT TO POB BEING PT OF LOTS 16 & 17 BLK 12 FISHER TRT DBK 22 P 332 #SEC 13 T4S R1W #MP29 06 13 0 002

Parcel Number: 29 06 13 0 002 328

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

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

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

> **Section 4. Dangerous and Unsafe Buildings Defined.** Properties containing any building, structure, part of building, part of a structure,

party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

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

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

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

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

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

a) Repair the structures / and or building by **October 7, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **October 7, 2023,** provide the Code Official with a work plan to accomplish the repairs by **October 7, 2023,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **October 7, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on October 17, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

NOTE: The owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT **508 MAPLE STREET** **AGENDA PHOTOS / DW**




2023/10/09

NUISANCE ABATEMENT **508 MAPLE STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **508 MAPLE STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT 508 MAPLE STREET AGENDA PHOTOS / DW



NUISANCE ABATEMENT **508 MAPLE STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **508 MAPLE STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **508 MAPLE STREET** **AGENDA PHOTOS / DW**




2023/10/09

NUISANCE ABATEMENT **508 MAPLE STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **508 MAPLE STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **508 MAPLE STREET** **AGENDA PHOTOS / DW**




NO TRESPASSING
2023/10/09

NUISANCE ABATEMENT **508 MAPLE STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **508 MAPLE STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **508 MAPLE STREET** **AGENDA PHOTOS / DW**



Affidavit of Mailed Notice

Date: October 17, 2023

State of Alabama
County of Mobile

Subject Property – 508 Maple Street

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **3 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

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

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: 508 Maple Street Date: August 7, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: August 1, 2023

Per the Title Report, the owner is: Willie Manuel, III

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Willie Manuel, III 623 English ST Mobile AL 36603-5329	Owner Phone number 251-234-1719 Phone number 334-476-3122 Phone number 251-391-6772 Phone number 251-930-3570
2	Willie Manuel, III 1004 Alba ST Mobile AL 36605-1502	Secondary Address
3	Willie Manuel, III 508 Maple ST Mobile AL 36603-5721	Subject Address

TAX STATUS: 2022 PAID CURRENT

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Submitted by:
Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:
Council member - Joel Daves - District 5

Purpose and Scope of Project:
Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:
N/A

Effective Date of Contract:
10/17/2023

Renewal Date of Contract:
10/17/2023

Funding Source

Project # 617 Euclid Avenue - ME-084-22 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 617 Euclid Avenue	Cover Memo	10/11/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	10/11/2023 - 3:14 PM

RESOLUTION

Sponsored by: Councilmember Joel Daves - District 5

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **617 Euclid Avenue** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **617 Euclid Avenue** described as:

LOTS 9, 10, & 11 BLK 15 BON AIR ESTS DBK 156/374 #SEC 29 T4S R1W #MP29 09 29 4 001

Parcel Number: 29 09 29 4 001 043

Last Assessed to: KEVIN B BROOKS

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

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

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION
October 10, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, October 17, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **617 EUCLID AVENUE** OWNED BY OR MAY HAVE AN INTEREST: **KEVIN B BROOKS,** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 09 29 4 001 043
COUNCIL DISTRICT 5 – JOEL DAVES
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

617 EUCLID AVE

Property Details

PARCEL KEYX	00873978	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	5
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	~~Y~~
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	N
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	N
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	N
SURVEY DATE	2022-04-14	COMMENTS	

Property Score

SCORE ~~48~~ 51

SCORE DISCRIPTION **Review Committee**

Notes

JC

ASSESSORY DILY

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 7/25/22

Garages & Buildings Voted 5-0 For Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 08/23/2023

Property Address: 617 Euclid Avenue **District No:** 5

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

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Kevin B Brooks
4135 Canal Drive
Mobile, Alabama 36619-9703

September 23, 2023

RE: **617 Euclid Avenue**
Project Number: ME-084-22

Dear Kevin B Brooks:

On August 18, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 617 Euclid Avenue.

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

LOTS 9, 10, & 11 BLK 15 BON AIR ESTS DBK 156/374 #SEC 29 T4S R1W #MP29 09 29 4 001

Parcel Number: 29 09 29 4 001 043

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

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

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

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

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

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

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

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

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

a) Repair the structures / and or building by **October 7, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **October 7, 2023,** provide the Code Official with a work plan to accomplish the repairs by **October 7, 2023,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **October 7, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on October 17, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

NOTE: The owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,

Gary Jackson
Deputy Director of Municipal Enforcement


2023/10/09

NUISANCE ABATEMENT **617 EUCLID AVENUE** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT 617 EUCLID AVENUE AGENDA PHOTOS / DW




2023/10/09


2023/10/09

NUISANCE ABATEMENT **617 EUCLID AVENUE** **AGENDA PHOTOS / DW**




2023/10/09

NUISANCE ABATEMENT **617 EUCLID AVENUE** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **617 EUCLID AVENUE** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **617 EUCLID AVENUE** **AGENDA PHOTOS / DW**



Affidavit of Mailed Notice

Date: October 17, 2023

State of Alabama
County of Mobile

Subject Property – 617 Euclid Avenue

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **4 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

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

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: 617 Euclid Avenue Date: July 28, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: July 25, 2023

Per the Title Report, the owner is: Kevin B Brooks

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Kevin B Brooks 4135 Canal Dr Mobile AL 36619-9703	Owner Phone number 251-661-1176 Phone number 251-605-1948
2	Kevin B Brooks 565 Williams St Mobile AL 36606-1536	Secondary Address
3	Kevin B Brooks 565 Seminole St Mobile AL 36606-1868	Third Address
4	Kevin B Brooks 617 Euclid Ave Mobile AL 36606-4264	Subject Address

TAX STATUS: 2022 PAID CURRENT

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Kevin Brooks recorded 8/11/2022 instrument number 2022052948

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Submitted by:
Michael Linder, Council Attorney

Sponsored by:
Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	9/28/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/28/2023 - 2:13 PM

14-1101 2023

A RESOLUTION APPROVING AN APPLICATION SEEKING PERMISSION TO INCORPORATE A CAPITAL IMPROVEMENT COOPERATIVE DISTRICT AND AUTHORIZING SUCH INCORPORATION

Sponsored by: Councilmember Carroll, District 2

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

Section 1: That the City Council, upon evidence duly submitted to and considered by it, hereby finds and determines that the attached application has been duly filed with the governing body of the City of Mobile, that such application was signed by not less than three (3) natural persons, and that each of said persons is over the age of twenty-one (21) years and is a duly qualified elector of Mobile County, Alabama.

Section 2: That the City Council has reviewed and considered the foregoing application and has found and determined and does hereby find and determine as a matter of fact that it is wise, expedient, and necessary that the district be formed.

Section 3: That the City Council does hereby approve the proposed form of certificate of incorporation of the district attached to the foregoing application as hereinabove set forth.

Section 4: That the City Council does hereby grant permission to incorporate the district and does hereby authorize the persons making such application to form such district and file the attached certificate of incorporation in the Probate Court of Mobile County, Alabama.

Section 5: Upon proper incorporation and formation of the district, the City Council and the Mayor shall appoint directors for the district as set forth in the application and certificate of incorporation.

ADOPTED:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Submitted by:

Jennifer Greene, Director of Programs and Project Management

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

This Public Works Cooperative Agreement outlines the funding to be contributed to the Innovating St. Louis Street Complete Streets project (RESTORE Bucket 1 grant no. RDCGR010105-01) for repair, replacement and/or rehabilitation of existing water and sewer infrastructure facilities by the Board of Water and Sewer Commissioners. The City of Mobile will award the contract for the project through open and competitive bidding pursuant to 2 CFR Part 200 and Alabama Public Works Law 39-2-1.

Amount of Contract:

$4,2000,000

Effective Date of Contract:

12/19/2023

Funding Source

Project # Innovating St. Louis Street 2018-3005-19 **Discretionary Funds** N/A

Project String G-STLOUIS **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** $0 (no matching funds)

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	12/7/2023
Agreement	Backup Material	12/7/2023

REVIEWERS:

Department Reviewer	Action	Date

Public Works	Greene, Jennifer	Approved	12/7/2023 - 2:02 PM
Accounting	Angle, Laura	Approved	12/7/2023 - 2:33 PM
Legal	Kern, Chris	Approved	12/7/2023 - 2:34 PM
Legal	Kern, Chris	Approved	12/7/2023 - 2:35 PM
Mayors Office	Montgomery, Brandi	Approved	12/7/2023 - 3:03 PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, the Public Works Cooperative Agreement and the Construction Certification between the City of Mobile and the Board of Water and Sewer Commissioners, for the St. Louis Street project, and to perform all acts necessary in connection with the Cooperative Agreement and the Construction Certification, as outlined in the agreements attached hereto and made a part hereof as though set forth in full herein. A copy of said agreements are on file in the office of the City Clerk.

ADOPTED:

_____

CITY CLERK

PUBLIC WORKS COOPERATIVE AGREEMENT BETWEEN THE CITY OF MOBILE AND THE BOARD OF WATER AND SEWER COMMISSIONERS FOR ST. LOUIS STREET PROJECT

This agreement ("Agreement"), effective _____, 2023, is by and between the City of Mobile, Alabama, a municipal corporation of the State of Alabama ("City") and the Board of Water and Sewer Commissioners (the "Utilities Board").

WHEREAS, the City of Mobile ("City") maintains St. Louis Street, a public road in the city limits; and,

WHEREAS, the City created the Water Works Board of the City of Mobile in 1949 pursuant to Tit. 37, Chapter 7, Article 5, Code of Ala. 1940. By ordinance adopted September 18, 1952, pursuant to Acts of Ala. 1951, Act No. 775, the City transferred the water system and sewer system of the City of Mobile to the Utilities Board, which has owned and operated the system continuously thereafter, including the pipes and other underground facilities that run along, over and under St. Louis Street; and,

WHEREAS, the City received a grant from the Direct Component program established by the RESTORE Act (Public Law No. 112-141), which is administered by the United States Department of the Treasury, and Alabama Department of Conservation and Natural Resources, acting as the Administrative Agent for the Alabama Gulf Coast Recovery Council designated as Grant No. 1 RDCGR010105-01 in the amount of $12,701,989.92 to assist in funding the repair, replacement and/or rehabilitation of existing infrastructure facilities within the St. Louis Street right-of-way, one of the City's original streets listed on the National Register of Historic Places in 2016 as Automobile Alley (the "Project"). The Project includes improvements to water and sewer lines owned by the Utilities Board. The Utilities Board will continue, as it does at present, to own,

operate and maintain Mobile Area Water and Sewer System (MAWSS). The Utilities Board will not use any federal funds for the design and construction of the improvements; and,

WHEREAS, the City will award a contract for the Project ("Project Contract") through open and competitive bidding pursuant to the procurement standards outlined in 2 CFR Part 200 and the Alabama Public Works law, ALA CODE Sections 39-2-1 *et. seq.*, utilizing unit prices. Under the unit price contract, the City will select the low bidder based on estimated quantities multiplied by unit price cost, and pay the contractor based on the actual quantities used multiplied by the unit price cost; and,

WHEREAS, the Project contract will allow the City as the awarding authority to issue change orders to respond to unanticipated conditions while ensuring fair and reasonable prices; and,

WHEREAS, the Utilities Board provided the City plans prepared by Volkert, Inc. for the water and sewer line improvements to be included in the Project scope of work; and,

WHEREAS, the City and the Utilities Board have mutually determined that it will benefit both parties and the public interest for the City to include work on the Utilities Board water and sewer lines in its public works contract for the Project and for the Utilities Board to pay the City for its part of the work;

NOW, THEREFORE, the parties do hereby agree to enter a Public Works Cooperative Agreement between the City of Mobile and the Utilities Board for St. Louis Street Project, as follows:

1. The City will competitively bid the resurfacing and restoration of St. Louis Street (the Project) in accordance with the procurement standards outlined in 2 CFR Part 200 and the Alabama Public Works law, Code of Ala. (1975) Sections 39-2-1, et seq. The Project includes work on the Utilities Board water and sewer system, as designed for the Utilities Board by Volkert, Inc. and described in Volkert's plans as (the Utilities Board Work).

2. The City will award a unit price contract to the lowest responsive and responsible bidder. The bid specifications will include the units and estimated quantities prepared by Volkert for the Utilities Board work.

the Utilities Board estimated cost for the Project is $4,200,000, which will be paid to the City immediately following the award of the contract. If the contract is awarded before January 1, 2024, payment in the amount of $3,000,000 is due as an initial payment, and the balance is due by February 1, 2024. If the contract is awarded after January 1, 2024, the Utilities Board will pay for the work in one lump sum.

3. The cost of the Utilities Board work is based on unit prices multiplied by the estimated quantities. If the actual quantities differ from the estimates, the Utilities Board's cost will be adjusted to equal the unit prices multiplied by the actual quantities used. Following final payment to the contractor, the Utilities Board will pay the City the balance due for underestimated quantities and the City will refund the Utilities Board all overpayments for overestimated quantities.

4. The City and the Utilities Board will each designate a person to act as its representative on the Project. The designees will have authority to transmit instructions, receive information and interpret and define policies and decisions regarding the Project.

5. The Utilities Board and its engineers will furnish the contractor on the Project all applicable information and technical data in its possession or control reasonably requested for the proper performance of the work. During construction, the Utilities Board and its engineers will have access to the Project to inspect the Utilities Board's work.

6. Upon completion of the Project, the City will provide the Utilities Board as-built drawings, warranty information, and any other information required for the maintenance of the Utilities Board work.

7. The Utilities Board may request modifications or changes in the Utilities Board Work as described in the Volkert plans. All change orders affecting the Utilities Board work will be by written Change Order in the form of Attachment B, incorporated by reference, and executed by both parties. The Utilities Board Project cost will be adjusted up or down based on changes in the work.

8. Neither party shall be responsible for a delay in its performance of the Project, other than a delay in payment for work already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes, war, terrorism, riots, strikes, lockouts or other industrial disturbances, acts of governmental agencies or other events beyond the reasonable control of the claiming party.

9. The City will require its contractor to name the Utilities Board as an additional insured on its policies of insurance required by the contract documents and will furnish the Utilities

Board copies of bonds, insurance certificates and declaration sheets evidencing contractor's coverage during the term of the Project contract.

11 SURVIVAL OF CONTRACT TERMINATION

The Articles relating to Indemnification, Governing Law and Venue shall survive completion of the Services, payment in full of the Compensation and termination of this Agreement.

12 MISCELLANEOUS

12.1 Governing Law. The validity, construction and performance of this Agreement and all disputes between the parties arising out of this Agreement or as to any matters related to but not covered by this Agreement shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the State of Alabama.

12.2 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.

12.3 Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

12.4 Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the parties any right or remedy under or by reason of this Agreement.

12.5 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.

12.6 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.

12.7 Venue, Jurisdiction and Process. The parties agree that any suit, claim, or other action or proceeding relating to or arising out of this Agreement or any Change Order, including without limitation for the interpretation, performance, enforcement or breach of this Agreement or any Change Order, shall be instituted only in the State or Federal Court for Mobile County, Alabama, and each party irrevocably submits to the jurisdiction of such proceeding and waives any and all objections to jurisdiction or venue that it may have under the laws of any state or otherwise in such proceeding.

12.8 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

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

12.10 Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Consultant 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.

12.11 **By signing this contract, the Utilities Board represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.**

12.12 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.

12.13 Conflict of Provisions. The City will meet its obligations under this cooperative agreement in compliance with terms and conditions of the Direct Component grant RDCGR010105-01.

CITY OF MOBILE

By:_____

William S. Stimpson

Mayor

Signature

ATTEST:

By: _____

City Clerk

Date

BOARD OF WATER AND SEWER COMMISSIONERS

By: _____

As its: Director

Name (Printed or Typed)

Bud McCrory
Director

Date

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned authority in and for said county in said state, hereby certify that Bud McCrory, whose name as Director of BOARD OF WATER AND SEWER COMMISSIONERS, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing instrument, he (she) in his (her) capacity as such officer, with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

GIVEN under my hand and official seal of office this the 6 day of December, 2023

(SEAL)

Notary Public
My Commission Expires:

ANITA L DIONNE
My Commission Expires
July 9, 2025

\\Citylawsrv\cycom\WPDocs\D028\P005\00119826.doc

Attachment A

CHANGE ORDER

Contract No. _____
Change Order No. _____
Effective Date _____

In accordance with Article 7 of the Public Works Cooperative Agreement between the City of Mobile and the Utilities Board dated _____, 20__ ("Agreement") between the City of Mobile ("City") _____ ("Consultant"), this Change Order modifies the Task Order for Project _____ (Project #) of _____ (Owner), as follows:

1. Change in Work, including change, if any, in Deliverables:

_____
_____
_____
_____
_____.

2. Change in schedule of Work (attach schedule if appropriate):

_____
_____.

3. Change in Contractor's Compensation:

_____
_____.

All other terms and conditions remain unchanged.

OWNER **NON-OWNER**

_____ _____

Signature Signature

_____ _____

Name (Printed or Typed)

_____

Date

Name (Printed or Typed)

_____

Date

CONSTRUCTION CERTIFICATION

Project Name:	MIP Activity #12: Innovating St. Louis Street: Mobile's Technology Center (hereinafter, the "Project")
Grant No./FAIN:	1 RDCGR010105-01 ("Grant")
Recipient:	Alabama Department of Conservation and Natural Resources ("ADCNR")
Subrecipient:	City of Mobile ("City")
Owner:	Board of Water and Sewer Commissioners (the "Utilities Board")

ADCNR is the Recipient of a grant from the Direct Component program established by the RESTORE Act. Alabama's Multiyear Implementation Plan was accepted on November 19, 2018, by the United States Department of the Treasury ("Treasury"). The Project is included on the Plan as Activity #12 and received funding on February 25, 2020 as Grant No. RDCGR010105-01-00. The Project scope of work includes the repair, replacement and/or rehabilitation of existing infrastructure facilities within the St. Louis Street right-of-way belonging to the City and Utilities Board, respectively. Pursuant to the Grant, the City will utilize $9,124,505 in Direct Component grant funds to carry out the Project. The Utilities Board will contribute $4,200,000 in local funds to be utilized by the City in carrying out the Project.

The Mobile Area Water and Sewer System (the "MAWSS"), comprised of the finished water-supply and the sanitary-sewer systems, is publicly owned and is operated by the Utilities Board. By ordinance adopted September 18, 1952, pursuant to Acts of Ala. 1951, Act No. 775, the City created the Utilities Board and transferred to it the City's water and sanitary sewer system subject to certain conditions. The Utilities Board has owned and operated the City's water and sewer system continuously thereafter, and no conveyance is necessary.

In order to carry out the Project properly, effectively, and efficiently from inception through its conclusion, the City and the Utilities Board have mutually determined that it will benefit both parties and the public interest for the City to include work on MAWSS's water and sewer lines in its public works contract for the Project and for the Utilities Board to pay the City for its part of the work.

As a condition of receiving funding for the Project, the City as subrecipient and the Utilities Board as owner and operator of the City's water and sewer system agree to adhere to:

(1) The *RESTORE Act Financial Assistance Standard Terms and Conditions, and Program-Specific Terms and Conditions; including*
(2) the *Assurances – Construction Program*; and
(3) the *Special Award Condition 2*,

regarding all the real property required for the Project, encompassing, without limitation, the rights-of-way, easements, and publicly owned property identified in the supporting real property documentation (together, the "Property"). The City recognizes and acknowledges that it cannot allow the transfer, nullification, or voidance of the terms, conditions, and assurances that it has agreed to in its role as Subrecipient. Collectively, these foundational safeguards ensure that the City and the Utility Board acknowledge the federal interest in the project and will continuously protect the federal interest throughout the useful life of the project. For purposes of this Certification, "useful life" means the period during which the Project is

expected to be usable for the purpose it was implemented, which has been determined to be fifty (50) years from the date of completion of construction.

The City further acknowledges its responsibility to ADCNR for ensuring that the Project is fully performed, including construction and post-award operations and maintenance that may be undertaken by the Utility Board as a Project partner.

Following the conclusion of construction of the Property, the Utilities Board will continue to own and maintain the Property in trust for the public in order to carry out the public purposes of the Project throughout its useful life. This obligation is memorialized in the *Covenant of Purpose, Use, and Ownership* executed by the City as Sub-recipient on May 25, 2021. As the Owner of the water and sewer facilities, the Utilities Board herein certifies that it will not sell, transfer, lease, convey, encumber, or mortgage any interest in the Property without express prior written approval from ADCNR, the Treasury, and any other necessary party. The Utilities Board commits to only using the Property for the purposes of the Project throughout its useful life, unless it first obtains the requisite approvals from ADCNR, the Treasury, and any other necessary parties.

Furthermore, the Utilities Board hereby represents, warrants, covenants, and certifies that, in consideration of the substantial improvements the Project enables it to make to its water system, it will continuously and throughout the useful life of the Project:

(1) Hold its ownership in the Property in trust to carry out the public purposes of the Project;

(2) Maintain the Property in good working order; and

(3) Operate the Property in an efficient manner.

In dutifully discharging the obligations delineated above as a prudent owner would do, the Utilities Board further agrees to make all the necessary and proper repairs, replacements, updates, and improvements to the Property throughout the useful life of the Project.

The terms, conditions, and assurances of this Certification shall remain in full force and effect throughout the useful life of the Project as expressly agreed upon by the following parties:

_____ Date: 12/6/23

Authorized Official

Board of Water and Sewer Commissioners

By its: Director

_____ Date: _____

Authorized Official

City of Mobile
William S. Stimpson
By its: Mayor
Attest:

City Clerk

_____ Date:_____

_____ Date:_____

Authorized Official

Alabama Department of Conservation and Natural Resources

By its:_____

\\Citylawsrv\cycom\WPDocs\D028\P005\00119825.docx

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Project Development Agreement by and between the City of Mobile, Mobile County, the Industrial Park Board of Mobile County, and Scannell Properties, LLC and to perform all acts necessary in connection with the Project Development Agreement

Amount of Contract:

NTE $2M

Effective Date of Contract:

12/19/2023

Funding Source

Project # Resolution for Project Development Agreement

Discretionary Funds n/a

Project String C0007

Contract Number:n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Project Development Agreement	Resolution Letter	12/7/2023
Project Development Agreement	Backup Material	12/7/2023
Capital Contract Summary Sheet	Backup Material	12/7/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	12/7/2023 - 3:11 PM
Legal	Kern, Chris	Approved	12/7/2023 - 3:12 PM
Capital	Rhodes, Brenda	Approved	12/7/2023 - 2:28 PM
Mayors Office	Montgomery, Brandi	Approved	12/7/2023 - 3:31 PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, the Project Development Agreement between the City of Mobile, Mobile County, The Industrial Park Board of Mobile County, and Scannell Properties, LLC, in an amount not to exceed $2,000,000, and to perform all acts necessary in connection with the Project Development Agreement, as outlined in the agreement attached hereto and made a part hereof as though set forth in full herein. A copy of said agreement is on file in the office of the City Clerk.

ADOPTED:

_____

CITY CLERK

PROJECT DEVELOPMENT AGREEMENT

by and among

The City of Mobile,

Mobile County,

The Industrial Park Board of Mobile County,

and

Scannell Properties, LLC

PROJECT DEVELOPMENT AGREEMENT

THIS PROJECT DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of this ___ day of _____, 2023 (the "Effective Date"), by and among the **CITY OF MOBILE**, an Alabama municipal corporation (the "City"), **MOBILE COUNTY**, a body politic and political subdivision of the State of Alabama, by and through the Mobile County Commission, the **INDUSTRIAL PARK BOARD OF MOBILE COUNTY**, an Alabama non-profit corporation established pursuant to Alabama Code § 11-23-1, *et seq*. (the "IPB"), and **SCANNELL PROPERTIES, LLC**, an Indiana limited liability company (the "Company"). The County, the City, the IPB and the Company are each a "Party" to this Agreement and are collectively referred to as the "Parties." The County, the City and the IPB are sometimes referred to herein collectively as the "Governmental Parties."

R E C I T A L S

WHEREAS, the Governmental Parties support and encourage business and economic development in order to grow their tax revenues and increase the quality of life of their citizens; and

WHEREAS, the Company intends to develop a Class I (as defined by the Surface Transportation Board of the United States) rail fed industrial/commercial park and warehousing/distribution center consisting of approximately 558 acres (the "Project") on land located at and/or near the southeast corner of the intersection of Todd Acres Road and Kooiman Road in the City of Mobile, Mobile County, Alabama, said land being depicted on Exhibit A attached hereto (the "Project Site"); and

WHEREAS, the Company will market the Project Site to national, regional, international and other companies (each a "User") to purchase or lease within the Project built-to-suit warehouses and other buildings and operate businesses therefrom. As part of the development of the Project, it is anticipated that the Company (or its affiliates) and/or User(s) will invest substantial capital expenditures in constructing buildings and other improvements within the Project Site; and

WHEREAS, certain access road improvements are required to accommodate additional traffic, truck turning movements, and the reduction of traffic congestion; and

WHEREAS, in order to make the Project an operational and functioning industrial/commercial park for use by commercial entities utilizing rail service, it is necessary to construct additional access road improvements, as described herein, including Section 1b, and depicted on Exhibit B attached hereto (the "Roadway Improvements"), which will be dedicated for public use upon approval and acceptance by the City; and

WHEREAS, the Governmental Parties have determined that (a) the Roadway Improvements will provide valuable public infrastructure upon completion and dedication to the City, (b) that the development of the Project by the Company (i) will advance the economic development of the City and County, (ii) will promote the convenience, order, prosperity, and welfare of their citizens, (iii) is a direct benefit to the City and County and their residents as a result of increased tax revenues, increased property values, and additional economic activity, and the creation of new jobs for employees engaged in the operation of the Users at the Project Site, and (c) thus, the Roadway Improvements are in the best interest of the City and

County and serve a valid and sufficient public purpose; and

WHEREAS, the Parties acknowledge that the citizens of the City and the County anticipate significant economic benefits to accrue to the local economies as a result of the increase in commercial activity at the Project Site; and

WHEREAS, in consideration of the economic impact and other benefits to be received by the City and County and the general public, the Governmental Parties have committed to make certain funding available to reimburse the Company for part of the costs associated with the Roadway Improvements in the manner and in the amounts described herein; and

WHEREAS, the Parties acknowledge that the Company does not yet own the Project Site, but has entered into purchase agreements, including the IPB Purchase Agreement (as defined below) with the current owners of the Project Site whereunder the Company has the right to purchase the Project Site; and

WHEREAS, the Parties are desirous of setting forth the respective commitments of the Parties in a valid, binding, and enforceable agreement, as more fully described herein; and

WHEREAS, pursuant to Amendment No. 772 of the Constitution of Alabama of 1901, as amended, and the applicable laws of the State of Alabama, for the purposes referenced herein, the Parties have delivered this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. **The Company's Commitments, Representations and Warranties.** In consideration of the Governmental Parties providing the incentives described herein, the Company makes the following commitments, covenants, representations and warranties:

   a. The Company acknowledges that the citizens of the City and the County anticipate the receipt of substantial economic benefit to the local economies in return for the investment of public money in the Project. Therefore, the Company agrees to diligently pursue its studies, investigations and marketing of the Project Site, and that the Company shall (i) acquire the Project Site no later than December 31, 2023 (the acquisition date being the "Closing Date" hereunder), and (ii) complete the Roadway Improvements and dedicate them to the City no later than December 31, 2025 (the "Roadway Improvements Completion Date"); provided, the Company shall not be obligated to acquire the Project Site or complete the Roadway Improvements if (a) the Company is unable to secure the necessary permits from the City or any other applicable governmental agency or body for the construction of the Roadway Improvements after good faith commercially reasonable efforts by the Company to obtain such permits, or (b) the Alabama Department of Transportation ("ALDOT") or any other governmental agency or body requires the Company to make improvements to any part of I-10 or Highway 90 (or the on/off ramps

or other parts of the I-10 and Highway 90 interchange) in connection with the Roadway Improvements other than the contemplated improvements at the intersection of the Highway 90 and Kooiman Road.

b. The Company shall be responsible for developing the plans for the construction of the Roadway Improvements. The Roadway Improvements shall be designed in accordance with City's public right-of-way and public roadway requirements unless otherwise agreed or permitted by the City. Prior to commencement of construction and/or installation of the Roadway Improvements, the Company shall submit to the City detailed plans and specifications for the Roadway Improvements for City approval, which approval shall not be unreasonably withheld, and for permitting by the City, showing the final location of the Roadway Improvements. The Company agrees to complete or cause to be completed the following Roadway Improvements in accordance with said approved plans and specifications as set forth on Exhibit B attached hereto and all permits:

c. Within sixty (60) months after the Closing Date, construction of one or more rail-served commercial buildings, with current and active Class 1 (as defined by the Surface Transportation Board of the United States) railroad connection that will be operated/maintained for at least five (5) years from the Effective Date, within Phase I by the Company, its affiliates, one or more tenants and/or one or more buyers of land (collectively, the "Buildings") shall have commenced and be completed, with such Buildings having an aggregate combined total square footage of at least 250,000 square feet, subject to the provisions of Section 3.

d. The Company shall give good faith consideration to City- and County-based contractors and vendors and City and County residents to provide products and services in constructing, equipping, and operating the Project. The Company shall use commercially reasonable efforts to ensure that contractors and vendors selected by the Company for the Project are in good standing, licensed, and qualified to do business in Alabama, all in accordance with Alabama law. Notwithstanding the foregoing, the Parties acknowledge that selection of contractors and vendors for the Project shall be at the sole discretion of the Company.

e. The Company, directly and through its construction manager, shall implement contracting and hiring goals for the Project consistent with the "Mobile First Initiative for the Mobile Area Business Community" attached hereto as Exhibit C (the "Mobile First Initiative"). The Company agrees to provide an annual written update (the "Annual Mobile First Report") to the Mobile Area Chamber of Commerce on its efforts to achieve the goals set forth in the Mobile First Initiative. The Annual Mobile First Report will include any reports as contemplated by the Mobile First Initiative and will be provided within thirty (30) days of the annual anniversary date of this Agreement.

f. The Company acknowledges and agrees that the City and the County, as a matter of public policy, encourage minority-owned and disadvantaged business entity participation to the maximum extent possible. It is the intent of the Company to provide equal access to

minority-owned and/or disadvantaged business entities that desire to provide products and services in constructing, equipping, and operating the Project. The Parties acknowledge that selection of vendors providing products and services for the Project shall be at the sole discretion of the Company.

g. To the extent the Company has employees, the Company shall give good faith consideration for employment at the Project to qualified City and County residents, subject in all cases to the Company's then usual and customary hiring policies. Notwithstanding the foregoing, the Parties acknowledge that selection, hiring, and termination of employees for the Project shall be at the sole discretion of the Company.

h. The Company shall provide adequate funding to acquire the Project Site, to construct the Roadway Improvements, and to construct the Phase I Buildings that are constructed by the Company.

i. The Company is an Indiana limited liability company, and is in good standing, and qualified to do business in Alabama, all in accordance with Alabama law, and shall remain qualified, in good standing, and in compliance with all Alabama laws applicable to its operations at all times that it is in business in the State of Alabama. By signing this Agreement, the Company affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ any unauthorized alien within the State of Alabama. Furthermore, if the Company is found to be in violation of this provision the Company shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

j. The Company shall satisfy its obligations under any other agreement with local government and/or private economic development organizations that it is a party to and relates to the Project.

k. The Company is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order, or judgment.

l. The Company has the legal power and authority to enter into this Agreement and to make the respective commitments made in this Agreement. To the extent that either (i) any authorization, approval, resolution or consent of the Company's board of directors, officers, managers, trustees or any other persons is required under either the Company's organizational and/or governing documents or otherwise is required by law and (ii) any authorization, approval or consent of any governmental authority, body, or agency or third party is required for it to have entered into this Agreement and make the commitments contained in this Agreement, that such authorizations, approvals, and consents have been duly obtained in accordance with applicable law and procedures. Documentation of the foregoing authority and action shall be provided by the Company upon receipt of a request by the City or County. The City and County reserve the right to require an opinion of the Company's legal counsel, accountant or other representatives as to the matters described in this Section 1l.

m. By signing this Agreement, the Company affirms, for the duration of this Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ any unauthorized alien within the State. Furthermore, if the Company is found to be in violation of this provision it shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom. On or before the date the Company hires any employees, the Company shall provide documentation evidencing its participation in the E-Verify program.

n. By signing this Agreement, the Company 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.

2. **The IPB's, the County's and the City's Respective Commitments.** In consideration of the Company locating the Project at the Project Site and performing the other obligations of the Company as set out hereunder, and the economic benefit to the local community to be realized therefrom, the Governmental Parties agree as follows:

a. The IPB shall provide a portion of the total cost of the Roadway Improvements, not to exceed Two Million, Five Hundred Thousand US Dollars ($2,500,000), conditioned upon the closing of the purchase and sale pursuant to the IPB Purchase Agreement, to offset expenses incurred in designing, engineering, permitting, conducting studies, surveys and investigations for, developing, acquiring, constructing and/or installing the Roadway Improvements including but not limited to Construction Debt Origination, Interest Rate Carry and Interest Fees applicable to the Roadway Improvements (the "IPB Incentive Payment"), as further provided in Section 3 hereof.

b. The County shall provide a portion of the total cost of the Roadway Improvements, up to Two Million US Dollars ($2,000,000.00), to reimburse the Company for costs, fees and expenses incurred by the Company in designing, engineering, permitting, conducting studies, surveys and investigations for, developing, acquiring, constructing and/or installing the Roadway Improvements, including but not limited to Construction Debt Origination, Interest Rate Carry and Interest Fees applicable to the Roadway Improvements (the "County Incentive Payment"), upon (i) the completion of construction and installation of the Roadway Improvements in accordance with all applicable plans, specifications and permits and dedication of such completed Roadway Improvements to and acceptance thereof by the City (the "Roadway Improvements Completion"), (ii) the issuance of one or more certificates of occupancy for Buildings constructed at the Project Site representing at least 250,000 square feet of rail-served industrial space, and (iii) the certification by the Company that at least fifty (50) Project Employees are employed at the Project (collectively, (i), (ii) and (iii) are referred to as the "Incentives Threshold"). Provided the Company is then in compliance with this Agreement, the County Incentive Payment shall be paid to the Company in full within thirty (30) days upon written application by the Company (in accordance with Section 4 below) after achieving the Incentives Threshold.

c. The City shall accept the dedicated Roadway Improvements if they have been constructed

in accordance with all applicable plans, specifications and permits and the requirements of Section 4 are satisfied. The City shall provide a portion of the total cost of the Roadway Improvements, up to Two Million US Dollars ($2,000,000.00), to reimburse the Company for costs, fees and expenses incurred by the Company in designing, engineering, permitting, conducting studies, surveys and investigations for, developing, acquiring, constructing and/or installing the Roadway Improvements, including but not limited to Construction Debt Origination, Interest Rate Carry and Interest Fees applicable to the Roadway Improvements (the "City Incentive Payment"), upon the Company's achievement of the Incentives Threshold. Provided the Company is then in compliance with this Agreement, the City Incentive Payment shall be paid to the Company in full within thirty (30) days upon written application by the Company (in accordance with Section 4 below) after achieving the Incentives Threshold.

d. The Company shall be responsible for any and all costs of the Roadway Improvements in excess of $6,500,000. Notwithstanding anything contained herein to the contrary, if the total costs of the Roadway Improvements are less than $6,500,000, the City Incentive Payment and the County Incentive Payment shall be reduced pro rata in an aggregate amount equal to the same.

e. The IPB Incentive Payment, the City Incentive Payment and the County Incentive Payment are conditioned upon the following terms: (1) on the Closing Date, the Company shall record in the Office of the Judge of Probate of Mobile County, Alabama a deed restriction in the deed for the land as set forth in the IPB Purchase Agreement providing a conservation easement in a form and substance acceptable to the Governmental Parties relating to 53.15 acres on the coastal wetlands along the southern boundary of the Project Site, depicted on Exhibit D attached hereto and labeled as "Limits of Conservation Land Dedication Total Acreage= 53.15 AC"; and (2) the Company shall provide the funding for and complete the installation of a traffic light signal at the entrance of the Mobile Commerce Park and Rangeline Road subject to the Alabama Department of Transportation and the City's permitting process and the costs associated with such installation of the traffic light signal will be subject to reimbursement from the incentives contained herein.

3. IPB Funds. Within three (3) Business Days after the Closing on the purchase and sale as set forth in that certain Real Estate Purchase Agreement, dated March 10, 2023 between the Company and IPB (the "IPB Purchase Agreement"), IPB shall deposit the IPB Incentive Payment with First American Title Insurance Company, c/o Steven I. Zellinger, 30 North LaSalle Street, Suite 2700, Chicago, Illinois 60602, szellinger@firstam.com, (312) 917-7257 (the "Title Company") to be held by the Title Company and to be disbursed pursuant to an Escrow Agreement in the form and substance attached hereto as Exhibit E.

4. **Recapture of IPB, City and County Incentives.** The Company acknowledges that the incentives offered by the IPB, the City and the County are based, in part, on the estimated economic impact that will be realized from the Company's capital investment in the Project and the additional payroll of the Users and businesses occupying and operating from the Project Site, and that those incentives are justified only if the Company fulfills its commitments as described herein. In consideration thereof, the Company

agrees to the following provisions for recapture by the IPB of the IPB Incentive Payment, by the City of the City Incentive Payment and by the County of the County Incentive Payment that each actually pays to the Company (the "Total Paid Sums"):

a. If construction of the Buildings described in Section 1c above shall not have been completed by the end of the sixtieth (60^{th}) month after the Closing Date, the Company shall be obligated to reimburse the IPB, the City and the County for the Total Paid Sums; PROVIDED, if construction of the Buildings has commenced prior to the end of said 60^{th} month and the square footage upon completion will be at least 250,000 square feet, the Company shall only be required to reimburse to the IPB, the City and County the Applicable Percentage of the Total Paid Sums, if the Buildings (totaling at least 250,000 square feet) are completed within 180 days after the sixtieth (60^{th}) month after the Closing Date, and, if not so completed, the Company shall be obligated to reimburse the IPB, the City and the County an amount equal to the Total Paid Sums. "Applicable Percentage" shall mean that percentage obtained by dividing the Square Footage Shortage by 250,000. "Square Footage Shortage" shall mean 250,000 less the square footage of the Buildings under construction during said 60-month period and completed within 180 days after the sixtieth (60^{th}) month after the Closing Date. For illustration, if the Buildings under construction will contain in the aggregate 250,000 of square footage upon completion, the Square Foot Shortage would be 50,000, the Applicable Percentage would be 16.67% of the Total Paid Sums, and the Company will be required to reimburse the IPB, the City and County 16.67% of the Total Paid Sums. The Company shall be required to reimburse the IPB, the City and County all of the Total Paid Sums if the aggregate square footage of the Buildings under construction and/or constructed in Phase I is less than 200,000 square feet. All reimbursements are to be split pro rata between the IPB, the City and the County.

b. At the end of said 60-month period, the Company shall furnish to each of the IPB, the City and the County a Certificate of Compliance, certified as to the accuracy of the facts stated therein by an executive officer of the Company, certifying that the Company has, or has not, met its obligations in Section 3a above. Either the IPB, the City or the County may require the Company to provide such other documentation which they deem necessary to confirm the Company's certification. Any payment due to either the IPB, the City and/or the County under the provisions of this section shall be paid contemporaneously with delivery of the Certificate of Compliance.

c. The maximum recapture amount under this section to either the IPB, the City or the County shall be the amount of the IPB, the City or the County's respective actual payments to the Company in satisfaction of its obligations hereunder.

d. The right of either the IPB, the City or the County to recapture incentives shall survive the termination of this Agreement.

5. **Disbursements of the County's and City's Contributions.** In addition to the requirements of Section 2(a), all reimbursements by the City and the County to the Company on account of the Roadway Improvements shall be made only in accordance with the following procedure:

a. *Satisfaction of Conditions Precedent.* Payment of the City Incentive Payment and County Incentive Payment shall be by reimbursement to the Company. It shall be the responsibility of the Company to provide to each of the City and the County, at the address stated in the section of this Agreement governing the giving of notices, satisfactory evidence that all of the conditions precedent to such payment as established by the terms of this Agreement have been satisfied.

b. *Request for Reimbursement by the Company*. To request reimbursement for costs incurred for the Roadway Improvements, the Company shall submit to each of the City and County a "Request for Payment." These Requests shall be accompanied by supporting documentation which demonstrates to the satisfaction of each of the City and the County that the expenditures for which reimbursement is sought were incurred only for designing, engineering, permitting, conducting studies, surveys and investigations for, developing, constructing and/or installing the Roadway Improvements, and that such expenditures have not previously been submitted for reimbursement or reimbursed by the IPB.

c. *Certificate of Compliance.* Each Request for Payment shall be accompanied by a Certificate of Compliance, certified as to the accuracy of the facts stated therein by an executive officer of the Company, certifying that the Company did complete the Roadway Improvements and dedicate and/or transfer same to the City in accordance with this Agreement. Either the City or the County may require the Company to provide such other documentation that the City deems necessary to confirm the Company's certifications.

d. *Additional Requirements*. In addition to the requirements of subsections (a), (b) and (c) of this Section 4, the Company must provide to each of the City and the County the following documents or information:

    i. there must be provided a certificate of the Roadway Improvements engineer or other person or persons acceptable to each of the City and the County, certifying that the work, materials, or labor for which Company is requesting reimbursement have been incorporated into, or installed at, or incurred in connection with, the Roadway Improvements, and that they conform to the plans and specifications for the Roadway Improvements as approved by the City;

    ii. a contractor's affidavit and release from all contractors and subcontractors working on the Roadway Improvements, and a release by any other third party, including a contractor, supplier, or any other entity, that may be specified by either the City or the County, of any lien filed by such third party against the Roadway Improvements or the real estate on which same are located;

    iii. updated title work/opinion and other information reasonably required by the City for dedication of the completed Roadway Improvements to the City; and

    iv. prior to the payment obligation of the City Incentive Payment and the County Incentive Payment either (1) a current financial statement of the Company, in form

and substance reasonably acceptable to the City and County, showing that the Company has a net worth at such time of at least [Seven Million Five Hundred Thousand Dollars ($7,500,000), or (2) a guaranty of the Company's reimbursement obligations under this Agreement in form and substance reasonably acceptable to City and County, by a person or entity that provides a current financial statement, in form and substance reasonably acceptable to the City and County, showing that such guarantor has a net worth at such time of at least [Seven Million Five Hundred Thousand Dollars ($7,500,000). If the Company provides the financial statement as provided in this Section 4d.iv, the Company hereby covenants to maintain its current net worth in at least the amount provided in this Section 4d.iv until there are no reimbursement obligations of the Company under Section 3, or the reimbursement obligations have been paid. If a guaranty will instead be delivered as provided in this Section 4d.iv, the guarantor will provide a covenant to maintain its current net worth in at least the amount provided in this Section 4d.iv until there are no reimbursement obligations of the Company under Section 3, or the reimbursement obligations have been paid.

6. **Events of Default.** The occurrence of any one or more of the following events shall constitute an "Event of Default":

a. any representation or warranty by the Company made herein or in connection herewith shall prove to be, or have been, false or misleading in any material respect;

b. any report, certificate, or other instrument furnished by the Company in connection with or pursuant to this Agreement shall prove to be false or misleading in any material respect;

c. default in the payment of any amounts owed under this Agreement, as and when due and payable;

d. failure to comply with any of the terms of this Agreement;

e. the occurrence of any default under, or any default in the due observance or performance of any term, covenants, condition or agreement to be observed or performed pursuant to the provisions of this Agreement;

f. if the Company shall (i) apply for or consent to the appointment of a receiver, trustee or liquidator of its assets, (ii) admit in writing the inability to pay its debts as they mature, (iii) make a general assignment for the benefit of creditors, (iv) be adjudicated as bankrupt or insolvent, or (v) file a voluntary petition in bankruptcy, or a petition or an answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or an answer admitting the material allegations of a petition filed against the Company in any proceeding under any such law or if any action whatsoever shall be taken for the purpose of effecting any of the foregoing;

g. if an order, judgment or decree shall be entered without the application, approval or consent of the Company by any court of competent jurisdiction approving a petition seeking reorganization or liquidation of the Company or of all or any part of the Company's properties or assets or appointing a receiver, trustee or liquidator of the Company;

h. without written consent of the Governmental Parties, a change in control or ownership of the Company, the dissolution of the Company, any member withdraws from the Company, or the termination of the Company's existence;

i. if any action shall be taken or if there shall be any occurrence which could or odes have the effect of terminating, dissolving, or winding-up the business of the Company;

Upon the occurrence, or at any time thereafter during the continuance, of any such Event of Default and after the applicable party(ies) provide(s) prompt notice of said Event of Default to the defaulting party and the defaulting party fails to cure such Event of Default within thirty (30) days of receipt of such notice of said Event of Default (the "Cure Period"), the non-defaulting parties shall be entitled to pursue all remedies at law or in equity for the Event of Default of any term of this Agreement.

7. **Other Commitments.** To further assist the Company in connection with the development of the Project, the City and County further agree as follows:

a. The City and County will each appoint one qualified project coordinator (initially the City Engineer, Tim Amberger, and the County Engineer, Bryan Kegley) to act as their representative in order to assist the Company in connection with the Project and the Roadway Improvements and to help fulfill the responsibilities of the City and County with respect to the Project and Roadway Improvements.

b. To the extent allowed under applicable laws and regulations, an expedited process shall be utilized for the processing of all required permits, licenses, authorizations, and approvals required from local agencies to facilitate and ensure fast track permitting, development, construction and operation of the Project, the Roadway Improvements and the Buildings.

c. The City and the County also commit to supporting an Industrial Access grant application with the Alabama Department of Transportation, subject to a qualified project for the Industrial Access Program.

8. **Grounds for Termination of the Obligations of the IPB, the City and the County.** The obligations of the IPB, the City and the County to the Company respectively hereunder may be terminated at the election of either of such parties upon the occurrence of any of the following events:

a. Failure of the Company to acquire the Project Site within nine (9) months after the date of this Agreement.

b. Failure of the Company to complete the Roadway Improvements within the time periods set forth in Section 1a.

c. The determination by the IPB, the City or County that any material representations made by the Company or its agents to induce the IPB, the City or the County to offer incentives to the Company are not true in any material respect, which has an adverse effect on the IPB, City, County and/or the Project and is not cured by the Company within thirty (30) days after Company's receipt of written notice from the IPB, City or County setting forth the representation(s).

d. Failure of the Company to meet any other commitment or satisfy any other of its obligations that relate to the Project or Roadway Improvements described herein, after the Company is provided with notice of such failure, and such failure is not remedied within fifteen (15) business days of such notice.

9. **Costs and Expenses.** Each Party agrees to pay its own costs and expenses incurred in connection with the proposals, responses, and negotiation of the transactions contemplated herein, including all costs and expenses incurred in connection with the preparation of any studies or reports, surveys, or approvals for this Agreement or otherwise.

10. **Assignment.** This Agreement is not assignable without the prior written consent of the Parties, except that the Company shall have the right at any time to assign all its rights and obligations in and to the Project and to transfer this Agreement or any part thereof to any affiliate of the Company that agrees to assume the assigned obligations of the Company under this Agreement; and if so assigned, the Company shall continue to be responsible for the performance of the obligations of the Company under this Agreement unless specifically excused therefrom by the City and the County to be expressed in writing and signed by an authorized representative of each of the City and the County respectively. In addition, the Company's rights under this Agreement may be assigned without the Governmental Parties' consent to any lender (a "Roadway Lender") providing financing for the Roadway Improvements or a part thereof (a "Lender Assignment"), but the Company will remain responsible for all of its obligations under this Agreement. The Governmental Parties acknowledge the Roadway Lender may request that the Governmental Parties join in any such Lender Assignment whereby the Governmental Parties will agree that if the Company defaults under this Agreement, the Roadway Lender or its designee shall be entitled to cure such default and complete the Roadway Improvements and that upon completion of the Roadway Improvements in accordance with this Agreement by the Roadway Lender or its designee, the monies payable by the Governmental Parties to the Company hereunder shall be paid to the Roadway Lender (not to the Company) subject to the terms and conditions of this Agreement.

11. **Section Titles and Headings.** The section titles and headings are for convenience only and do not define, modify, or limit any of the terms and provisions hereof.

12. **Survival of Representations and Warranties.** The representations, warranties, and covenants made by each of the Parties hereto and contained herein shall survive the performance of any obligations to which such representations, warranties, and covenants relate.

13. **Waivers.** Waiver of any of the obligations of any Party under this Agreement shall be effective only when stated in writing and signed by the waiving Party. No delay or omission to exercise any right or power by any Party shall be construed to be a waiver. In the event any provision is waived by a Party,

such waiver shall not be deemed to waive any other provision. To the extent that any Party's performance is subject to any regulatory or governing body approvals or requires approval by qualified electors under applicable law, that Party or those Parties shall have no obligation to perform and shall not be liable for non-performance, unless and until such regulatory or governing body approves or authorizes such performance, or such approval of the qualified electors is obtained; provided, however, all Parties affected shall use their best reasonable efforts to secure such approval or authorization.

14. **IPB Purchase Agreement**. The Company acknowledges that nothing in this Agreement shall amend or in any way affect the terms and conditions of the IPB Purchase Agreement, which Agreement shall remain in full force and effect under the terms thereof.

15. **Time is of the Essence.** The Parties acknowledge and agree that time is of the essence in the performance of their respective duties under this Agreement.

16. **Notices.** All notices, demands, consents, certificates, or other communications hereunder shall be in writing, shall be sufficiently given and shall be deemed given when delivered personally to the party or to an officer of the party to whom the same is directed, or mailed by registered or certified mail, postage prepaid, return receipt requested, or sent by overnight courier, addressed as follows:

To the City of Mobile:

City of Mobile
Attn: Mayor
205 Government Street
Mobile Government Plaza
Mobile, Alabama 36644

With a copy to:

C. Britton Bonner
Adams & Reese LLP
11 North Water Street; Suite 23200
Mobile, Alabama 36602

To Mobile County:

Mobile County Administrator
205 Government Street
Mobile Government Plaza
Mobile, Alabama 36644

With a copy to:

Mr. Jay Ross
Adams & Reese LLP
11 North Water Street; Suite 23200
Mobile, Alabama 36602

To the IPB:

Industrial Park Board of Mobile County
P.O. Box 2187
Mobile, Alabama 36652

With a copy to:

Mr. Preston Bolt, Jr.
Hand Arendall Harrison Sale LLC
104 St. Francis Street
Mobile, Alabama 36602

To the Company:

Scannell Properties
Attn: Marc D. Pfleging, General Counsel
8801 River Crossing Blvd., Suite 300
Indianapolis, IN 46240

or to such other address as the receiving Party shall have most recently forwarded to the sending Party pursuant to the provisions of this Section.

17. **[Intentionally Deleted.]**

18. **Indemnification.** The Company shall release, save, hold harmless, defend and indemnify the Governmental Parties and their elected officials, officers, employees, and agents (collectively, the "Indemnified Parties") from and against any and all claims arising from or in connection with this Agreement or the Company's construction of the Roadway Improvements (except for those claims arising out of the negligence or intentional misconduct of one or more of the Indemnified Parties), arising from the Company's breach or default in the performance of any obligation herein, or arising from or in connection with any activity of the Company or any of the Company's agents, contractors, or employees in connection with the Project, and from and against all costs, attorney fees, expenses, and liabilities incurred in the defense of any such claim or challenge to this Agreement or any action against the Indemnified Parties, or any of them individually, by reason of any such claim, and the Company, upon notice from the City or the County or the IPB shall defend the same at the Company's expense by counsel satisfactory to the Indemnified Parties. The foregoing indemnity obligation shall include, but is not limited to, indemnification of the Indemnified Parties against any claim for payment brought by any contractor, subcontractor, materialman, supplier, laborer, design professional, or the like in connection with work, labor, and/or materials supplied in connection with the Roadway Improvements. The foregoing indemnity obligation shall survive the expiration or earlier termination of this Agreement.

19. **Entire Agreement; Amendment.** This Agreement is the entire agreement and supersedes all prior and collateral communications and agreements of the Parties relating to the subject matter. This Agreement may be amended only by a written modification executed by each of the Parties' duly authorized representatives.

20. **Deed Restrictions.** The Parties agree that the Project and the Project Site will have the certain use restrictions set forth in Exhibit F attached hereto (the "Use Restrictions"), that the Use Restrictions will be included as deed restrictions in the deeds at the closing on the purchase and sale of the parcels comprising the Project Site, and that the deed restrictions will be in a form and substance acceptable to the Governmental Parties, including a provision that the City of Mobile is a third-party beneficiary to the deed restrictions.

21. **Certain Defined Terms.** The following capitalized terms will have the respective meanings assigned below (each such meaning to be equally applicable to the singular and plural forms of the respective terms so defined).

Construction Debt Origination The upfront fee charged by the Developer's lender to process the new loan application and execute the loan closing.

Full-Time Employee means a person that is either (i) being paid directly by the Company or tenants/lessors or owners of the Buildings (collectively, a "Project Site Employer") for not less than thirty-six (36) hours per week, is employed at the Project, and who the applicable Project Site Employer identifies as its employee to the U.S. Internal Revenue Service or the Alabama Department of Revenue or the Alabama Department of Industrial Relations on returns or reports filed with the foregoing, including but not limited to IRS Form 941, (ii) an employee of a direct contractor of a Project Site Employer who is paid by such Project Site Employer's direct contractor for working at the Project for not less than thirty-six (36) hours per week, and/or (iii) a person working under a contract with a Project Site Employer for working at the Project for not less than thirty-six (36) hours per week. Notwithstanding the above, the term "Full-Time Employee" will not include an unskilled temporary employee, an employee of a temporary personnel agency, or a worker performing construction work on buildings or other structures which are intended to be part of the Project.

Fringe Benefits will include, but are not limited to, health insurance, retirement, life insurance, worker's compensation, unemployment compensation and FICA taxes.

Interest Fees The monetary charge assessed for the Developer to borrow the funds which is expressed as a percentage, such as an annual percentage rate. Simply put, the price the Developer pays to borrow money.

Interest Rate Carry The amount equal to the agreed upon interest by the Developer and Lender that is computed at the rate per annum on the total sum of the debt from the date of the closing of the loan and charged until payoff and satisfaction by the lender.

Project Employees means new Full-Time Employees created by the Project. No Transferred Employee will constitute a Project Employee, except to the extent that the Company certifies to the County with respect to such Transferred Employee that it has not eliminated a Transferred Employee's previous position and that a new employee has been hired to fill substantially the same job and in the same pay category as that held by the Transferred Employee. All Project Employees will be eligible to receive any Fringe Benefit provided by his or her employer.

Transferred Employee means an existing employee of the applicable Project Site Employer, or any affiliate thereof, employed in the County either as of the Effective Date or at the time such employee is hired and transferred to work at the Project.

WHEREFORE, the Parties hereto, intending to be legally bound by the provisions herein set out, have caused this Agreement to be signed and delivered by their duly authorized representatives.

(REMAINDER OF PAGE INTENTIONALLY BLANK)

[Signature Page for City –Scannell Properties, LLC Project Development Agreement]

CITY OF MOBILE

By: _____
William S. Stimpson, Mayor

ATTEST:

_____
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, Alabama, are signed to the foregoing Project Agreement and who are known to me, acknowledged before me on this day that, being informed of the contents of said Agreement, they, in their capacities as aforesaid and with full authority, executed the same voluntarily for and as the act of said City on the day the same bears date.

Subscribed and sworn to before me on this the _____ day of _____, 2023.

_____
Notary Public
My Commission Expires: _____

(SEAL)

[Remainder of Page Blank]

[Signature Page for County –Scannell Properties, LLC Project Development Agreement]

MOBILE COUNTY, ALABAMA

By: _____
Randall Dueitt, Commission President

ATTEST:

_____
Glenn L. Hodge, County Administrator

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Randall Dueitt and Glenn L. Hodge, whose names as President, and Administrator, respectively, of the Mobile County Commission are signed to the foregoing Project Agreement and who are known to me, acknowledged before me on this day that, being informed of the contents of said Agreement, they, in their capacities as aforesaid and with full authority, executed the same voluntarily for and as the act of said County on the day the same bears date.

Subscribed and sworn to before me on this the _____ day of _____, 2023.

_____
Notary Public
My Commission Expires: _____

(SEAL)

[Remainder of Page Blank]

[Signature Page for IPB –Scannell Properties, LLC Project Development Agreement]

INDUSTRIAL PARK BOARD OF MOBILE COUNTY

By: _____
[_____], [_____]

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that [____], whose name as [____] of [____] is signed to the foregoing Project Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said Agreement, he/she, as such officer with full authority, executed the same voluntarily for and as the act of said entity on the day the same bears date.

Subscribed and sworn to before me on this the _____ day of _____, 2023.

_____
Notary Public
My Commission Expires: _____

(SEAL)

[Remainder of Page Blank]

[Signature Page for Company –Scannell Properties, LLC Project Development Agreement]

SCANNELL PROPERTIES, LLC

By: _____
Marc D. Pfleging, Manager

STATE OF INDIANA

COUNTY OF MARION

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Marc D. Pfleging, whose name as Manager of Scannell Properties, LLC, an Indiana limited liability company, is signed to the foregoing Project Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

Subscribed and sworn to before me on this the _____ day of _____, 2023.

_____
Notary Public
My Commission Expires: _____

(SEAL)

[Remainder of Page Blank]

EXHIBIT A

PROJECT SITE

[See Attached.]

EXHIBIT B

ROADWAY IMPROVEMENTS

TODD ACRES DRIVE OFF-SITE IMPROVEMENTS-PHASE 1 PRELIMINARY OPC				Date Revised: Date Printed:	1/30/2023 2/3/2023
ITEM	**DESCRIPTION**	**ESTIMATED QUANTITY**		**MATERIAL UNIT PRICE**	**MATERIAL TOTAL**
1	CLEARING AND GRUBBING	1	LS	$ 150,000.00	$ 150,000.00
2	REMOVAL OF ASPHALT PAVEMENT (INCL. SAWCUTTING ALL DEPTHS)	11,510	SY	$ 12.00	$ 138,120.00
3	REMOVAL OF 24" REINFORCED CONCRETE PIPE	40	LF	$ 30.00	$ 1,200.00
4	REMOVAL OF SLOPE PAVED HEADWALL	2	EA	$ 750.00	$ 1,500.00
5	UNCLASSIFIED EXCAVATION (TBM)	34,950	CY	$ 20.00	$ 699,000.00
6	BORROW EXCAVATION (TBM)	19,100	CY	$ 25.00	$ 477,500.00
7	MACHINE GRADED SHOULDERS	14,410	LF	$ 5.00	$ 72,050.00
8	FOUNDATION BACKFILL COMMERCIAL	300	CY	$ 28.00	$ 8,400.00
9	ROADBED PROCESSING	95.0	STA	$ 1,500.00	$ 142,500.00
10	CRUSHED AGGREGATE BASE COURSE (8" THICK)	38,915	SY	$ 42.00	$ 1,634,430.00
11	TACK COAT APPLICATION (0.09 GAL/SY)	3,930	GAL	$ 6.00	$ 23,580.00
12	BITUMINOUS CONCRETE WEARING SURFACE, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B APPROX. 220LB/SY	4,215	TON	$ 140.00	$ 590,100.00
13	BITUMINOUS CONCRETE BINDER LAYER, UPPER BINDER, 3/4" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B APPROX. 440LB/SY	8,860	TON	$ 140.00	$ 1,240,400.00
14	BITUMINOUS CONCRETE BINDER LAYER, LOWER BINDER, 3/4" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B APPROX. 440LB/SY	8,330	TON	$ 140.00	$ 1,166,200.00
15	24" ROADWAY PIPE, REINFORCED CONCRETE	4,150	LF	$ 150.00	$ 622,500.00
16	48" ROADWAY PIPE, REINFORCED CONCRETE	48	LF	$ 220.00	$ 10,560.00
17	INLET, TYPE "S" (STORM)	45	EA	$ 6,500.00	$ 292,500.00
18	CONCRETE CURB & GUTTER	8,050	LF	$ 28.00	$ 225,400.00
19	MOBILIZATION/DEMOBILIZATION	1	LS	$ 545,000.00	$ 545,000.00
20	SLOPE PAVED HEADWALL (48")	2	EA	$ 4,000.00	$ 8,000.00
21	TOPSOIL (4" THICK) (TBM)	950	CY	$ 18.00	$ 17,100.00
22	SEEDING	7.5	AC	$ 3,500.00	$ 26,250.00
23	SODDING (MATCH EXSISTING)	6,650	SY	$ 12.00	$ 79,800.00
24	MULCHING	7.5	AC	$ 3,500.00	$ 26,250.00
25	POLYETHYLENE	100	SY	$ 5.00	$ 500.00
26	SAND BAGS	300	EA	$ 10.00	$ 3,000.00
27	SILT FENCE (TYPE A)(TO BE REMOVED & REUSED)	1,500	LF	$ 15.00	$ 22,500.00
28	WATTLES	1,500	LF	$ 15.00	$ 22,500.00
29	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE, 8" WIDE	3.53	MILE	$ 8,500.00	$ 30,005.00
30	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE	2.78	MILE	$ 7,000.00	$ 19,460.00
31	BROKEN YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE	0.38	MILE	$ 7,000.00	$ 2,660.00
32	PAVEMENT MARKERS, CLASS A, TYPE 2D (YELLOW)	330	EA	$ 20.00	$ 6,600.00
33	TRAFFIC CONTROL	1	LS	$ 95,000.00	$ 95,000.00
34	MISCELLANEOUS DRAINAGE-ROAD CROSSINGS & IMPROVEMENTS	1	LS	$ 100,000.00	$ 100,000.00
35	WORK OF SIMILAR NATURE	1	LS	$ 150,000.00	$ 150,000.00
36	GEOMETRIC CONTROL	1	LS	$ 80,000.00	$ 80,000.00
37	SIGNALIZATION & INTERSECTION MODIFICATIONS OF KOOIMAN & HWY 90 (DESIGN & CONSTRUCTION)	1	LS	$ 800,000.00	$ 800,000.00
38	SIGNALIZATION & INTERSECTION MODIFICATIONS OF RANGELINE & TODD ACRES (DESIGN & CONSTRUCTION)	1	LS	$ 1,500,000.00	$ 1,500,000.00
39	SANITARY SEWER EXTENSIONS, TAPS, ETC.	1	LS	$ 550,000.00	$ 550,000.00
40	WATERLINE EXTENSIONS, TAPS, ETC.	1	LS	$ 450,000.00	$ 450,000.00
				SUBTOTAL=	**$ 12,030,565.00**
		CONTINGENCY/GC OVERHEAD (25%)			**$ 3,007,641.25**
				TOTAL	**$ 15,038,206.25**

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

EXHIBIT C

MOBILE FIRST INITIATIVE

[See Attached.]

EXHIBIT D

CONSERVATION EASEMENT

[See Attached.]

EXHIBIT E

ESCROW AGREEMENT

Escrow Number: _____ **Date:** _____, 2023

Property Address: Southeast corner of the intersection of Todd Acres Road and Kooiman Road in the City of Mobile, Mobile County, Alabama

Escrow Amount: $2,500,000.00

SCANNELL PROPERTIES, LLC, an Indiana limited liability company, or its assigns (the "Company"), **THE CITY OF MOBILE**, an Alabama municipal corporation (the "City"), **MOBILE COUNTY**, a body politic and political subdivision of the State of Alabama, by and through the Mobile County Commission (the "County"), the **INDUSTRIAL PARK BOARD OF MOBILE COUNTY**, an Alabama non-profit corporation established pursuant to Alabama Code § 11-23-1, *et seq*. (the "IPB"), are parties to that certain Project Development Agreement (the "Agreement") dated as of _____, 2023, with respect to the above referenced property (the "Property"), which is more particularly described in the Agreement. The IPB has deposited the sum of Two Million Five Hundred Thousand and No/100 Dollars ($2,500,000.00) (the "Escrow Amount"), pursuant to Section 2(a) of the Agreement, with First American Title Insurance Company (the "Title Company") to be held under the terms of this Escrow Agreement (the "Escrow Agreement"). As contemplated by Section 2(a) of the Agreement, the IPB hereby directs the Title Company to make payments to the Company within thirty (30) days following receipt of an invoice or invoices from the Company documenting reimbursement costs, fees and expenses incurred by the Company in designing, engineering, permitting, conducting studies, surveys and investigations for, developing, acquiring, constructing and/or installing the Roadway Improvements (as defined in the Agreement) including, but not limited to Construction Debt Origination (as defined the Agreement), Interest Rate Carry (as defined in the Agreement) and Interest Fees (as defined in the Agreement) applicable to the Roadway Improvements and such costs shall be disbursed by the Title Company to Company upon receipt of a written request from the IPB from the Escrow Amount.

The Title Company is hereby expressly authorized to disregard, in its sole discretion, any and all unilateral notices or warnings given by any of the parties hereto, or by any other person or entity, except as otherwise expressly provided herein, but Title Company is hereby expressly authorized to regard and to comply with and obey any and all orders, judgments or decrees entered or issued by any court with or without jurisdiction, and in case Title Company obeys or complies with any such order, judgment or decree of any court it shall not be liable to any of the parties hereto or any other person, firm or entity by reason of such compliance, notwithstanding any such order, judgment or decree being entered without jurisdiction or being subsequently reversed, modified, annulled, set aside or vacated. In case of any suit or proceeding regarding this escrow, to which Title Company is or may at any time become a party, it shall have a lien on the contents hereof for any and all costs, attorneys' fees, whether such attorneys shall be regularly retained or specially employed, and any other expenses which it may have incurred or become liable for on account thereof, and it shall be entitled to reimburse itself therefor out of said Escrow Amount, and the undersigned jointly and severally agree to pay Title Company upon demand all such costs, fees and expenses so incurred, provided however, that the IPB's liability shall be limited to the amounts deposited.

Except as expressly provided herein, in no case shall the above-mentioned deposits be surrendered except on an order signed by the parties hereto, their respective legal representatives or assigns, or in obedience of the process or order of court as aforesaid.

Unless directed otherwise in writing by Company, all deposits made pursuant to this Escrow Agreement shall be invested on behalf of Company in investments limited to interest-bearing, federally-insured instruments with a national bank or federal savings bank or in a money market fund authorized to invest solely in direct obligations of the United States of America ("Qualified Investments"). The funds invested in this manner shall have a maturity of 30 days or less. Interest and other earnings on any funds invested hereunder shall be added to the funds held on deposit by Title Company hereunder, and losses, if any, incurred from any such investment shall reduce the balance of the funds on deposits hereunder. Company shall provide Title Company with a Form W-9 with its taxpayer identification number and such other investment forms as it may reasonably require. Title Company shall, upon request furnish information concerning its procedures for such investment, but shall not charge or otherwise assess any additional fees for the investment of such funds.

Billing Instructions: THE ESCROW FEES HAVE BEEN WAIVED IN ANTICIPATION THAT THE TITLE COMPANY WILL BE PROVIDING TITLE INSURANCE UNDERWRITING SERVICES IN CONNECTION WITH THE AGREEMENT FOR WHICH IT WILL BE COMPENSATED AT CLOSING.

Except as to deposits of funds for which Title Company has received express written direction concerning investment to other handling, the parties hereto agree that the Title Company shall be under no duty to invest or reinvest any deposits at any time held by it thereunder; and, further that Title Company may commingle such deposits with other deposits or with its own funds in the manner provided for the administration of funds held as a fiduciary under applicable law, provided, however, nothing herein shall diminish Title Company's obligation to apply the full amount of the deposits in accordance with the terms of the Agreement.

In the event the Title Company is requested to invest deposits hereunder in Qualified Investments pursuant to this agreement, Title Company shall not be held responsible for any loss of principal or interest which may be incurred as a result of making the investments or redeeming said investment for the purposes of these escrow instructions except to the extent that Title Company negligently or willfully fails to follow such investment directions.

This Escrow Agreement is intended to be executed in triplicate, but may be executed in multiple counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same document. The parties agree that, except for notice purposes, signatures transmitted by electronic scan and email (including by way of DocuSign or other similar electronic signature exchange software or service) shall have the legal effect of original signatures. Upon the request of any party, the parties shall promptly exchange executed original counterparts of this Escrow Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Escrow Agreement has been executed by City, Company, and the Title Company to be effective as of the date first written above.

CITY:

CITY OF MOBILE

By: _____

Printed: _____

Title: _____

MOBILE COUNTY, ALABAMA

By: _____

Printed: _____

Title: _____

INDUSTRIAL PARK BOARD OF MOBILE COUNTY

By: _____

Printed: _____

Title: _____

COMPANY:

SCANNELL PROPERTIES, LLC
an Indiana limited liability company

By: _____
Marc D. Pfleging, Manager

TITLE COMPANY:

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____

Printed: _____

Title: _____

EXHIBIT F

USE RESTRICTIONS

The Parties agree to use restrictions in perpetuity to be part of the Agreement. The following prohibited uses are as follows:

a. Coal Handling Facility
b. Manufacturing Hazardous Materials
c. Mining & Quarrying
d. Drilling and Exploration (Oil and Gas)
e. Dredged Material Management Facility
f. Hazardous Substance Storage Tank
g. Liquified Natural Gas Storage and Processing
h. Oil and Gas Storage
i. Petroleum Recovery
j. Petroleum Recycling
k. Composting Facility
l. Hazardous Waste Disposal
m. Hazardous Waste Transfer
n. Junkyard
o. Recycling Drop Off
p. Recycling Plant
q. Recycling Transfer Station
r. Remediation Services
s. Solid Waste Facility
t. Solid Waste Disposal
u. Solid Waste Transfer
v. Waste Management Services

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Project Development Agreement - Industrial Park Board

PROJECT #_____ **DATE OF RECEIPT**_____

PROJECT DESCRIPTION City's share of economic development incentives

C0007 Multipurpose

CONTRACT AMOUNT NTE $2 Million Dollars

VENDOR NAME Scannell Properties, LLC

VENDOR NUMBER_____

DEPT # 2500 **DEPT NAME** Finance

CONTRACT ADMINISTRATOR Richard Moore

Please Select by circling one (Type):

Architectural Engineering Testing Professional Services

Construction (Unit Price)* Construction** Non Contractual

Performance-Contributed Contractual

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N___ ; 5% of the 1st 50% _____ or If different, indicate special rate_____

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

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

Prepared by: Becky Barfield **Date** 12/07/2023

Revised 11/14/2019 Marilyn McMillan

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Graybar Electric Co Inc for 150 roadway luminaires for Traffic Engineering.
General fund.

Amount of Contract:

$152,779.50

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20231204 Graybar Agenda Package POs	Cover Memo	12/4/2023
REVISED packet	Cover Memo	12/12/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/7/2023 - 3:08 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
1915	2024	(2060) TRAFFIC ENGINEERING	150 COOPER NAVION STREETWORKS ROADWAY LUMINAIRES FOR TRAFFIC ENGINEERING (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$152,779.50	(075199) GRAYBAR ELECTRIC CO INC

Adopted:

_____

City Clerk

Bill To	Requisition 00001915-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/04/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER YOUR QUOTE AND THE MASTER AGREEMENT EV2370 WITH OMNIA PARTNERS			
001	FIXTURE, STREET LIGHTING, LED COOPER NAVION 4 SQUARE, 70 CRI, 5000K, 120-277 MULTI-VOLTAGE, TYPE III ROADWAY, GREY IN FINISH.	50.00 EACH	991.43000	49571.50
	Additional Description Notes			
	Navion 120-277v multivoltage 225w street lights. cat # NVN-SA4-C-750-U-T3-20K-AP Vendor Item Inventory Item/Loc 18316			
1	1000.40.20.3005.2060.3005.0000.0000.44020.			49571.50
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE			
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET			

Bill To	Requisition 00001915-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 910518227
	Status: Released

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/04/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36604			
002	FIXTURE, STREET LIGHTING, LED COOPER NAVION 4 SQUARE, 70 CRI, 4000K, 480 V, TYPE III ROADWAY, GREAY IN FINISH. Additional Description Notes --- NAVION LIGHT FIXTURE, 225W, 480V LED, P/N NVN-SA4C-740-8-T3-20K-AP-U113264 Vendor Item Inventory Item/Loc 18315	25.00 EACH	1072.73000	26818.25
	1 1000.40.20.3005.2060.3005.0000.0000.44020.			26818.25

Ship To
ELECTRICAL
854 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
DIANNA LOVE

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 76389.75

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

Bill To	Requisition 00001915-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 3

Vendor	Ship To
GRAYBAR ELECTRIC CO INC 4359 HALLS MILL RD MOBILE, AL 36691 Tel#251-706-5605 Fax 251-666-6293	ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/04/23	075199				TRAFFIC ENGINEERING

Account		Amount	Remaining Budget
Account		Amount	Remaining Budget
1000.40.20.3005.2060.3005.0000.0000.44020.		76389.75	1089356.77
TRAFFIC ENGINEERING EXP	OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
CCancelled	12/01/23	SANDRA LEWIS	GL Allocation, GL Allocation c
Unknown	12/04/23	SANDRA LEWIS	
Rejected	12/04/23	SANDRA LEWIS	as per Jennifer please see Jen
Queued	12/04/23	DONALD ROSE	as per Jennifer please see Jen
Queued	12/04/23	SANDRA LEWIS	as per Jennifer please see Jen
Queued	12/04/23	STEVEN KRONINGER	as per Jennifer please see Jen
Queued	12/04/23	SAMANTHA COOLEY	as per Jennifer please see Jen
Queued	12/04/23	JOHN PAINE	as per Jennifer please see Jen
Queued	12/04/23	MICHAEL SPAFFORD	as per Jennifer please see Jen

Authorized By: _____ Date: _____
Signature

Project		**Catalog #**		**Type**	
Prepared by		**Notes**		**Date**	



Streetworks

Navion

Roadway & High Mast Luminaire

Product Features

LumenSafe Technology · Light ARchitect™ · BAA

Interactive Menu

- Ordering Information page 2
- Mounting Details page 3
- Optical Distributions page 3
- Product Specifications page 4
- Energy and Performance Data page 4
- Control Options page 7

Product Certifications

ISO Certified · DLC Qualified[1] · DLC Premium[1] · UL Certified · 3G VIB · 5 Year Limited Warranty · IDA Dark Sky Approved[2]

Quick Facts

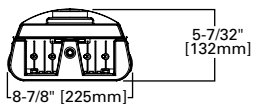
- Patented, high-efficiency AccuLED Optics system provides uniform illumination in 16 different optical distributions
- Lumen packages range from 7,500 - 41,000 nominal lumens (30W - 380W)
- Tool-less entry; hinged removable power door for easy maintenance
- Efficacies up to 158 lumens per watt

Connected Systems

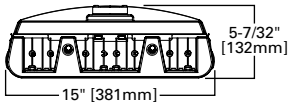
- WaveLinx
- Enlighted

Dimensional Details

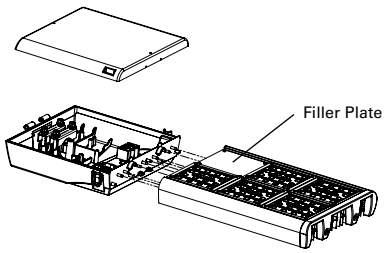
1, 2 or 3 Light Squares



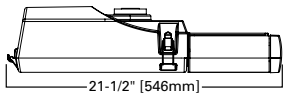
4, 5 or 6 Light Squares



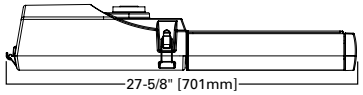
5 Light Squares



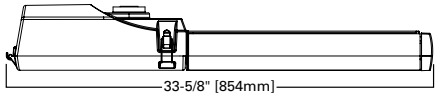
1 Light Square



2 or 4 Light Squares



3, 5 or 6 Light Squares



NOTES:

1. Visit https://www.designlights.org/search/ to confirm qualification. Not all product variations are DLC qualified.
2. IDA Certified for 3000K CCT and warmer only.

additional product diagrams

Ordering Information

SAMPLE ORDER NUMBER: **NVN-SA1C-740-U-T3-AP**

Product Family [1, 2]	Light Engine		Color Temperature	Voltage	Distribution	Mounting	Finish
	Configuration	Drive Current					
NVN=Navion **BAA-NVN**=Navion Buy American Act Compliant[23] **TAA-NVN**=Navion Trade Agreements Act Compliant[23]	**SA1**=1 Square **SA2**=2 Squares **SA3**=3 Squares **SA4**=4 Squares **SA5**=5 Squares **SA6**=6 Squares	**A**=615mA **B**=800mA **C**=1050mA (1A) **D**=1200mA (1.2A)	**722**=70CRI, 2200K **727**=70CRI, 2700K **730**=70CRI, 3000K **735**=70CRI, 3500K **740**=70CRI, 4000K **750**=70CRI, 5000K **760**=70CRI, 6000K **827**=80CRI, 2700K **830**=80CRI, 3000K **835**=80CRI, 3500K **AMB**=590nm Amber [3]	**U**=Universal (120-277V) **9**=347V [4] **8**=480V [5] **DV**=277-480V DuraVolt Drivers [5, 25, 26]	**T2**=Type II **T2R**=Type II Roadway **T3**=Type III **T3R**=Type III Roadway **T4FT**=Type IV Forward Throw **T4W**=Type IV Wide **5NQ**=Type V Narrow **5MQ**=Type V Square Medium **5WQ**=Type V Square Wide **SL2**=Type II w/Spill Control **SL3**=Type III w/Spill Control **SL4**=Type IV w/Spill Control **SLL**=90° Spill Light Eliminator Left **SLR**=90° Spill Light Eliminator Right **RW**=Rectangular Wide Type I **AFL**=Automotive Front Line	**[Blank]**=Standard Mast Arm Slipfitter **AI**=22" Upsweep Mast Arm [6] **A15**=15" Straight Mast Arm [6] **ALJS15**=Adjustable Slipfitter (Factory set at 15° tilt) **ALJS25**=Adjustable Slipfitter (Factory set at 25° tilt) **ALJS45**=Adjustable Slipfitter (Factory set at 45° tilt)	**AP**=Grey **BZ**=Bronze **BK**=Black **DP**=Dark Platinum **GM**=Graphite Metallic **WH**=White

Options (Add as Suffix)

10MSP=10kV MOV Surge Protective Device
10K=10kV UL 1449 Fused Surge Protective Device
20MSP=20kV MOV Surge Protective Device
20K=20kV UL 1449 Surge Protective Device
2L=Two Circuits [7]
L90=Optics Rotated 90° Left
R90=Optics Rotated 90° Right
HSS=House Side Shield [8]
HA=50°C High Ambient Temperature [9]
IP66=IP66 Rated
K=Level Indicator
LCF=Light Square Trim Plate Painted to Match Housing
CC=Coastal Construction finish [21]
CE=CE Marking [9, 10]
PR=NEMA 3-PIN Twistlock Photocontrol Receptacle
PR7=NEMA 7-PIN Twistlock Photocontrol Receptacle
FADC=Field Adjustable Dimming Controller [27]
PSC=Photocontrol Shorting Cap
AHD145=After Hours Dim, 5 Hours [11]
DXXXXX=Department of Transportation - Customer specific details [28]
UXXXXX=Utility - Customer specific details [28]
AHD245=After Hours Dim, 6 Hours [11]
AHD255=After Hours Dim, 7 Hours [11]
AHD355=After Hours Dim, 8 Hours [11]
SPB1=Dimming Occupancy Sensor with Bluetooth Interface, <8' Mounting [22]
SPB2=Dimming Occupancy Sensor with Bluetooth Interface, 8'-20' Mounting [22]
SPB4=Dimming Occupancy Sensor with Bluetooth Interface, 21'-40' Mounting [22]
MS-L08=Motion Sensor for ON/OFF Operation, Up to 8' Mounting Height [12, 13]
MS-L20=Motion Sensor for ON/OFF Operation, 9' - 20' Mounting Height [12, 13]
MS-L40=Motion Sensor for ON/OFF Operation, 21' - 40' Mounting Height [12, 13]
MS/X-L08=Motion Sensor for Bi-Level Operation, Up to 8' Mounting Height [12, 13, 14]
MS/X-L20=Motion Sensor for Bi-Level Operation, 9' - 20' Mounting Height [12, 13, 14]
MS/X-L40=Motion Sensor for Bi-Level Operation, 21' - 40' Mounting Height [12, 13, 14]
MS/DIM-L08=Motion Sensor for Dimming Operation, Up to 8' Mounting Height [12, 13]
MS/DIM-L20=Motion Sensor for Dimming Operation, 9' - 20' Mounting Height [12, 13]
MS/DIM-L40=Motion Sensor for Dimming Operation, 21' - 40' Mounting Height [12, 13]
LWR-LW=Enlighted Wireless Sensor, 8' - 16' Mounting Height [12, 15]
LWR-LN=Enlighted Wireless Sensor, 16' - 40' Mounting Height [12, 15]
[See Table Below]=LumenSafe Integrated Network Security Camera [16]

Accessories (Order Separately)[24]

OA/RA1013=Twistlock Receptacle Shorting Cap
OA/RA1014=NEMA Twistlock Photocontrol - 120V
OA/RA1016=NEMA Twistlock Photocontrol - Multi-Tap
OA/RA1027=NEMA Twistlock Photocontrol - 480V
OA/RA1201=NEMA Twistlock Photocontrol - 347V
MA1010-XX=Single Tenon Adapter for 3-1/2" O.D. Tenon
MA1011-XX=2@180° Tenon Adapter for 3-1/2" O.D. Tenon
MA1017-XX=Single Tenon Adapter for 2-3/8" O.D. Tenon
MA1018-XX=2@180° Tenon Adapter for 2-3/8" O.D. Tenon
A15-XX=15" Straight Mast Arm Kit [6]
ALJS15-XX=Adjustable Slipfitter Kit (Factory set at 15° tilt)
ALJS25-XX=Adjustable Slipfitter Kit (Factory set at 25° tilt)
ALJS45-XX=Adjustable Slipfitter Kit (Factory set at 45° tilt)
LS/HSS=House Side Shield [8, 18]
FSIR-100=Wireless Configuration Tool for Motion Sensor [19]
WOLC-7P-10A=WaveLinx Outdoor Control Module (7-PIN) [20]

NOTES:

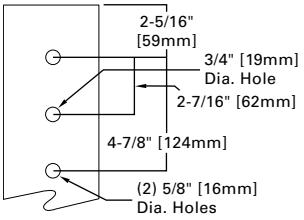
1. DesignLights Consortium® Qualified. Refer to www.designlights.org Qualified Products List under Family Models for details.
2. Customer is responsible for engineering analysis to confirm pole and fixture compatibility for applications. Refer to installation instructions and pole white paper WP513001EN for additional support information.
3. Narrow-band 590nm +/- 5nm for wildlife and observatory use. Choose drive current A; supplied at 500mA drive current only. Exact luminaire wattage available in IES files. Available with 5WQ, 5MQ, SL2, SL3 and SL4 distributions. Can be used with HSS option.
4. Not available with sensor options at 1.2A drive current. Not available in combination with HA high ambient and sensor options at 1A drive current.
5. 480V not to be used with ungrounded or impedance grounded systems.
6. Round pole adapter and mounting hardware included. Type M drill pattern.
7. Option available only with 4 and 6 Square configurations. Low-level output varies. Consult factory. Option not available in combination with high voltage (9 or 8) and sensor options (PR, PR7, AHD, MS, LWR, LumenSafe). No terminal block with 2L option.
8. House side shield not for use on 5NQ, 5MQ, 5WQ, or RW distributions. The Light Square Trim Plate is painted black when HSS option is selected.
9. Not available with 1.2A drive current or Amber color temperature (AMB).
10. Only available at Universal (U) voltage. Not available with sensor or controls options (PR, PR7, AHD, MS, LWR, LumenSafe).
11. Requires the use of Photocontrol Receptacle (PR or PR7) and a photocontrol accessory. See After Hours Dim Supplemental Guide for additional information.
12. Controls system is not available with photocontrol receptacle (PR or PR7) or other controls systems (MS or LWR).
13. Utilizes the Wattstopper sensor FSP-211.
14. Available with 4, 5, or 6 square configurations. Replace "X" with number of squares in low output modes. Maximum two squares in low output mode.
15. Enlighted wireless sensors are factory installed and require network components LWP-EM-1, LWP-GW-1, and LWP-PoE8 in appropriate quantities. See website for Enlighted application information.
16. All configurations require 15-in wide housing size. If 1-3 light square is selected, filler plates will be used. LumenSafe not available at high voltage (9 or 8) or High Ambient (HA). When ordered with Type V optic, a factory-installed light shield will be provided.
17. Replace XX with paint color.
18. Must order one per light square when ordering as a field-installable accessory.
19. This tool enables adjustment to Motion Sensor (MS) parameters including high and low modes, sensitivity, time delay, cutoff and more. Consult your lighting representative for more information.
20. Requires 7-PIN NEMA twistlock photocontrol receptacle (PR7) option. The WOLC-7 cannot be used in conjunction with other controls systems (MS or LWR). Only for use at 120-347V voltages.
21. Coastal construction finish salt spray tested to over 5,000-hours per ASTM B117, with a scribe rating of 9 per ASTM D1654.
22. Smart device with mobile application required to change system defaults. See controls section for details.
23. Only product configurations with these designated prefixes are built to be compliant with the Buy American Act of 1933 (BAA) or Trade Agreements Act of 1979 (TAA), respectively. Please refer to DOMESTIC PREFERENCES website for more information. Components shipped separately may be separately analyzed under domestic preference requirements.
24. Accessories sold separately will be separately analyzed under domestic preference requirements. Consult factory for further information.
25. DuraVolt drivers feature added protection from power quality issues such as loss of neutral, transients and voltage fluctuations. Visit www.signify.com/duravolt for more information.
26. Not available in 1 square configuration at 800mA and below. Not available with any control option except SPB.
27. Cannot be used with PR7 or other motion response control options.
28. Customer specific specifications utilizes standard products with small adjustments to meet unique requirements such as packaging, labels, wattage adjustments, etc.

LumenSafe Integrated Network Security Camera Technology Options (Add as Suffix)

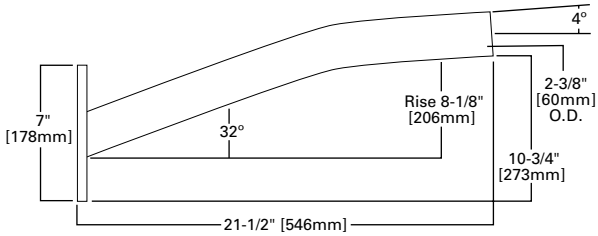
Product Family	Camera Type	Data Backhaul
L=LumenSafe Technology LumenSafe Technology CLICK HERE	**D**=Dome Camera, Standard **H**=Dome Camera, Hi-Res **Z**=Dome Camera, Remote PTZ	**C**=Cellular, Customer Installed SIM Card **A**=Cellular, Factory Installed AT&T SIM Card **V**=Cellular, Factory Installed Verizon SIM Card **S**=Cellular, Factory Installed Sprint SIM Card **W**=Wi-Fi Networking w/ Omni-Directional Antenna **E**=Ethernet Networking

Mounting Details

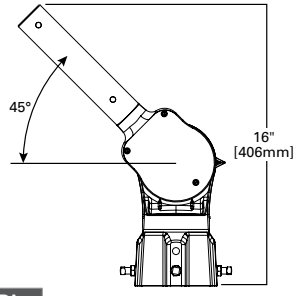
Type "M"



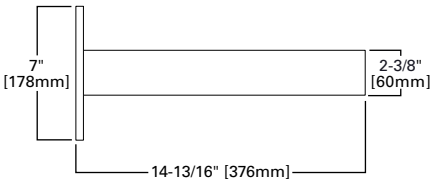
Upsweep Arm



Adjustable Slipfitter Offset Arm



15" Straight Arm



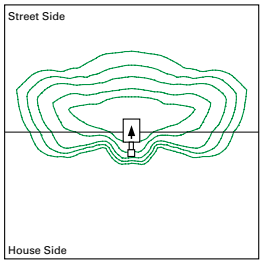
Effecitve Projected Area (EPA)

Configuration	Fixture Only EPA (Sq. Ft.)	Fixture and Upsweep Arm EPA (Sq. Ft.)
1 Square	0.8	1.2
2 Squares	1.0	1.3
3 Squares	1.2	1.5
4 Squares	1.2	1.5
5 Squares	1.4	1.7
6 Squares	1.4	1.7

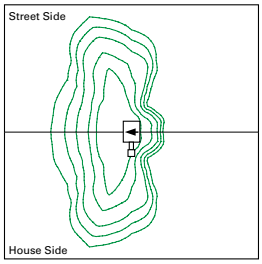
Optical Configurations

Orientation

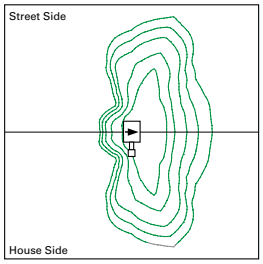
Standard



Optics Rotated Left @ 90˚



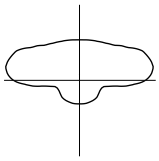
Optics Rotated Right @ 90˚



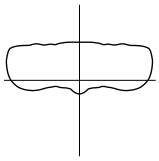
Distributions

Asymmetric Area Distributions

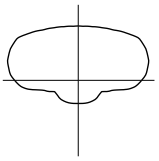
T2 (Type II)



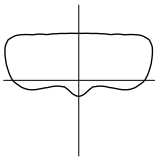
SL2 (Type II with Spill Control)



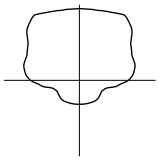
T3 (Type III)



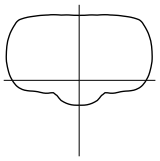
SL3 (Type III with Spill Control)



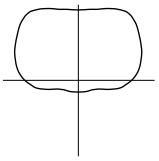
T4FT (Type IV Forward Throw)



T4W (Type IV Wide)

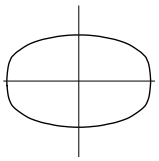


SL4 (Type IV with Spill Control)

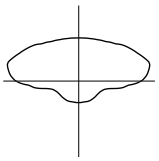


Asymmetric Roadway Distributions

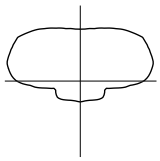
RW (Rectangular Wide Type I)



T2R (Type II Roadway)

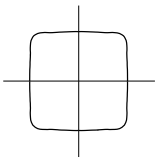


T3R (Type III Roadway)

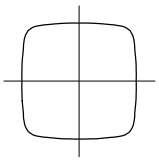


Symmertric Distributions

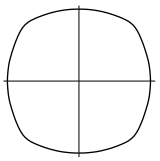
5NQ (Type V Square Narrow)



5MQ (Type V Square Medium)

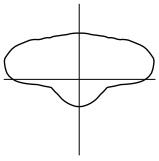


5WQ (Type V Square Wide)

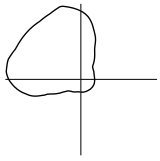


Specialized Distributions

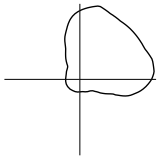
AFL (Automotive Frontline)



SLL (90° Spill Light Eliminator Left)



SLR (90° Spill Light Eliminator Right)



Product Specifications

Construction
- Die-cast aluminum housing and door
- Extruded aluminum heat sink
- Tool-less entry, hinged removable power tray door

Optics
- Light square are IP66 enclosure rated
- Precision molded polycarbonate optics
- IDA certified (3000K CCT and warmer only)

Electrical
- -40°C minimum operating temperature
- 40°C maximum operating temperature
- >.9 power factor
- <20% total harmonic distortion
- 0-10V dimming driver standard

Mounting
- Four-bolt / two-bracket slipfitter with cast-in pipe stop and level steps at 2.5° increments
- Fixed-in-place bird guard seals around 1-1/4" or 2" mounting arms

Finish
- Housing and cast parts finished in five-stage super TGIC polyester powder coat paint, 2.5 mil nominal thickness
- Heat sink is anodized aluminum

Shipping Data
- Approximate Net Weight:
  - 1 Square 17 lbs. (7.7kgs.)
  - 2 Squares 22 lbs. (10.0 kgs.)
  - 3 Squares 26 lbs. (11.8 kgs.)
  - 4 Squares 31 lbs (14.1 kgs.)
  - 5 Squares 34 lbs. (15.4 kgs.)
  - 6 Squares 36 lbs. (16.3 kgs.)
- Effective Projected Area (Sq. Ft.):
  - Fixture Only:
    - 1 Square 0.8
    - 2 Square's 1.0
    - 3 Square's 1.2
    - 4 Square's 1.2
    - 5 Square's 1.4
    - 6 Square's 1.4
  - Fixture with AI Arm:
    - 1 Square 1.2
    - 2 Square's 1.3
    - 3 Square's 1.5
    - 4 Square's 1.5
    - 5 Square's 1.7
    - 6 Square's 1.7

Warranty
- Five year limited warranty, consult website for details. www.cooperlighting.com/legal

Energy and Performance Data

Lumen Maintenance

Drive Current	Ambient Temperature	TM-21 Lumen Maintenance (60,000 Hours)	Projected L70 (Hours)
Up to 1A	Up to 50ºC	> 95%	416,000
1.2A	Up to 40°C	> 90%	205,000

View Navion IES files

Lumen Multiplier

Ambient Temperature	Lumen Multiplier
0°C	1.02
10°C	1.01
25°C	1.00
40°C	0.99
50°C	0.97

LED Color Multipliers

	CCT							
	Amber	2200	2700	3000	3500	4000	5000	6000
CRI	Lumen Multiplier*							
70	--	0.74	0.84	0.91	0.93	1.00	1.00	1.00
80	--	--	0.75	--	--	--	--	--
Monochromatic	0.17	--	--	--	--	--	--	--

Note: *Estimates, refer to IES files for accuracy

FADC Settings
SA1-SA3 (A, B, C, D Drive Current)

FADC Position	Percent of Typical Lumen Output
1	25%
2	48%
3	56%
4	65%
5	75%
6	80%
7	85%
8	90%
9	95%
10	100%

FADC Settings
SA4A

FADC Position	Percent of Typical Lumen Output
1	25%
2	48%
3	56%
4	65%
5	75%
6	80%
7	85%
8	90%
9	95%
10	100%

FADC Settings
SA4C-D

FADC Position	Percent of Typical Lumen Output
1	14%
2	25%
3	32%
4	43%
5	49%
6	57%
7	65%
8	72%
9	80%
10	100%

FADC Settings
SA5-SA6 (A, B, C, D Drive Current)

FADC Position	Percent of Typical Lumen Output
1	14%
2	25%
3	32%
4	43%
5	49%
6	57%
7	65%
8	72%
9	80%
10	100%

Power and Lumens (1-3 Light Squares)

Supplemental Performance Guide

Number of Light Squares		SA1A	SA1B	SA1C	SA1D	SA2A	SA2B	SA2C	SA2D	SA3A	SA3B	SA3C	SA3D
Square Count		1	1	1	1	2	2	2	2	3	3	3	3
Drive Current (mA)		615	800	1050	1200	615	800	1050	1200	615	800	1050	1200
Power (Watts)		34	44	59	67	66	85	113	129	96	124	166	191
Input Current @ 120V (A)		0.30	0.39	0.51	0.51	0.58	0.77	1.02	1.16	0.86	1.13	1.53	1.78
Input Current @ 208V (A)		0.17	0.22	0.29	0.33	0.34	0.44	0.56	0.63	0.49	0.62	0.82	0.93
Input Current @ 240V (A)		0.15	0.19	0.26	0.29	0.30	0.38	0.48	0.55	0.43	0.54	0.71	0.80
Input Current @ 277V (A)		0.14	0.17	0.23	0.25	0.28	0.36	0.42	0.48	0.41	0.47	0.61	0.70
Input Current @ 347V (A)		0.11	0.15	0.17	0.20	0.19	0.24	0.32	0.39	0.30	0.38	0.50	0.57
Input Current @ 480V (A)		0.08	0.11	0.14	0.15	0.15	0.18	0.24	0.30	0.24	0.29	0.37	0.43
Distribution [1]													
T2	Lumens	4,681	5,741	7,106	7,796	9,334	11,447	14,167	15,541	13,881	17,022	21,069	23,111
	BUG Rating	B1-U0-G1	B1-U0-G2	B1-U0-G2	B1-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G3	B3-U0-G3	B3-U0-G4
	Lumens per Watt	138	130	120	116	141	135	125	120	145	137	127	121
T2R	Lumens	5,012	6,146	7,607	8,345	9,993	12,255	15,168	16,639	14,862	18,225	22,556	24,744
	BUG Rating	B1-U0-G1	B1-U0-G1	B1-U0-G2	B1-U0-G2	B1-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G2	B3-U0-G3	B3-U0-G3
	Lumens per Watt	147	140	129	125	151	144	134	129	155	147	136	130
T3	Lumens	4,784	5,866	7,261	7,966	9,539	11,697	14,480	15,883	14,186	17,395	21,531	23,619
	BUG Rating	B1-U0-G1	B1-U0-G2	B1-U0-G2	B1-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G3	B2-U0-G2	B3-U0-G3	B3-U0-G3	B3-U0-G4
	Lumens per Watt	141	133	123	119	145	138	128	123	148	140	130	124
T3R	Lumens	4,865	5,966	7,384	8,100	9,699	11,894	14,721	16,149	14,425	17,689	21,893	24,016
	BUG Rating	B1-U0-G1	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2	B2-U0-G2	B2-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G3	B3-U0-G4	B3-U0-G4
	Lumens per Watt	143	136	125	121	147	140	130	125	150	143	132	126
T4FT	Lumens	4,821	5,911	7,316	8,026	9,612	11,787	14,589	16,004	14,294	17,529	21,694	23,799
	BUG Rating	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4
	Lumens per Watt	142	134	124	120	146	139	129	124	149	141	131	125
T4W	Lumens	4,727	5,796	7,175	7,870	9,423	11,556	14,302	15,690	14,015	17,185	21,270	23,333
	BUG Rating	B1-U0-G2	B1-U0-G2	B1-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G3	B3-U0-G3	B2-U0-G3	B3-U0-G3	B3-U0-G4	B3-U0-G4
	Lumens per Watt	139	132	122	117	143	136	127	122	146	139	128	122
SL2	Lumens	4,689	5,750	7,116	7,807	9,350	11,464	14,189	15,566	13,903	17,049	21,102	23,149
	BUG Rating	B1-U0-G2	B1-U0-G2	B1-U0-G2	B2-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G3	B3-U0-G3	B2-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4
	Lumens per Watt	138	131	121	117	142	135	126	121	145	137	127	121
SL3	Lumens	4,777	5,858	7,251	7,954	9,524	11,680	14,455	15,857	14,164	17,367	21,496	23,581
	BUG Rating	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G3	B3-U0-G4	B3-U0-G4
	Lumens per Watt	140	133	123	119	144	137	128	123	148	140	129	123
SL4	Lumens	4,563	5,595	6,926	7,597	9,098	11,155	13,808	15,147	13,529	16,590	20,535	22,526
	BUG Rating	B1-U0-G2	B1-U0-G2	B1-U0-G3	B1-U0-G3	B1-U0-G3	B1-U0-G3	B2-U0-G4	B2-U0-G4	B2-U0-G4	B2-U0-G4	B2-U0-G5	B2-U0-G5
	Lumens per Watt	134	127	117	113	138	131	122	117	141	134	124	118
5NQ	Lumens	4,917	6,029	7,462	8,186	9,803	12,022	14,879	16,323	14,579	17,877	22,126	24,274
	BUG Rating	B2-U0-G1	B2-U0-G1	B3-U0-G1	B3-U0-G1	B3-U0-G1	B3-U0-G1	B3-U0-G2	B3-U0-G2	B3-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2
	Lumens per Watt	145	137	126	122	149	141	132	127	152	144	133	127
5MQ	Lumens	5,094	6,247	7,731	8,481	10,156	12,455	15,415	16,910	15,103	18,521	22,923	25,147
	BUG Rating	B3-U0-G1	B3-U0-G1	B3-U0-G2	B3-U0-G2	B3-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2	B5-U0-G3	B5-U0-G3
	Lumens per Watt	150	142	131	127	154	147	136	131	157	149	138	132
5WQ	Lumens	4,976	6,102	7,553	8,285	9,921	12,166	15,058	16,518	14,755	18,092	22,394	24,565
	BUG Rating	B3-U0-G1	B3-U0-G1	B3-U0-G2	B3-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2	B5-U0-G3	B5-U0-G3	B5-U0-G3
	Lumens per Watt	146	139	128	124	150	143	133	128	154	146	135	129
SLL/ SLR	Lumens	4,225	5,181	6,412	7,035	8,423	10,328	12,784	14,023	12,526	15,360	19,011	20,854
	BUG Rating	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G3	B1-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G4	B2-U0-G4	B3-U0-G4
	Lumens per Watt	124	118	109	105	128	122	113	109	130	124	115	109
RW	Lumens	4,887	5,994	7,418	8,138	9,745	11,950	14,791	16,224	14,492	17,770	21,995	24,128
	BUG Rating	B2-U0-G1	B3-U0-G1	B3-U0-G1	B3-U0-G1	B3-U0-G1	B3-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2
	Lumens per Watt	144	136	126	121	148	141	131	126	151	143	132	126
AFL	Lumens	4,901	6,009	7,438	8,159	9,771	11,981	14,829	16,268	14,532	17,818	22,054	24,193
	BUG Rating	B1-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G1	B2-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G2	B3-U0-G2	B3-U0-G2
	Lumens per Watt	144	137	126	122	148	141	131	126	151	144	133	127

NOTES: 1. Photometric data published here for 740, 750, 760 Color Temperature options. For other options, refer to published IES files on product webpage or Supplemental Performance Tables.

Power and Lumens (4-6 Light Squares)

Supplemental Performance Guide

Number of Light Squares		SA4A	SA4B	SA4C	SA4D	SA5A	SA5B	SA5C	SA5D	SA6A	SA6B	SA6C	SA6D
Square Count		4	4	4	4	5	5	5	5	6	6	6	6
Drive Current (mA)		615	800	1050	1200	615	800	1050	1200	615	800	1050	1200
Power (Watts)		129	171	225	258	162	210	279	320	193	249	333	382
Input Current @ 120V (A)		1.16	1.54	2.03	2.31	1.44	1.90	2.55	2.94	1.73	2.26	3.06	3.56
Input Current @ 208V (A)		0.65	0.88	1.11	1.27	0.84	1.06	1.37	1.57	0.99	1.24	1.64	1.87
Input Current @ 240V (A)		0.56	0.76	0.96	1.10	0.74	0.92	1.19	1.35	0.87	1.08	1.41	1.61
Input Current @ 277V (A)		0.52	0.72	0.83	0.96	0.69	0.83	1.03	1.18	0.81	0.95	1.23	1.39
Input Current @ 347V (A)		0.39	0.49	0.64	0.78	0.49	0.63	0.82	0.96	0.60	0.77	1.00	1.15
Input Current @ 480V (A)		0.30	0.37	0.48	0.60	0.38	0.48	0.61	0.73	0.48	0.59	0.75	0.85
Distribution [1]													
T2	Lumens	18,696	22,927	28,377	31,129	23,043	28,257	34,975	38,366	27,605	33,851	41,897	45,962
	BUG Rating	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5
	Lumens per Watt	145	134	126	121	142	135	125	120	143	136	126	120
T2R	Lumens	20,017	24,545	30,380	33,327	24,669	30,251	37,442	41,074	29,554	36,241	44,856	49,206
	BUG Rating	B2-U0-G3	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G5
	Lumens per Watt	155	144	135	129	152	144	134	128	153	146	135	129
T3	Lumens	19,106	23,430	28,999	31,811	23,548	28,877	35,741	39,207	28,210	34,593	42,816	46,969
	BUG Rating	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G4	B3-U0-G4	B3-U0-G5	B4-U0-G5
	Lumens per Watt	148	137	129	123	145	138	128	123	146	139	129	123
T3R	Lumens	19,428	23,824	29,488	32,346	23,944	29,363	36,343	39,868	28,685	35,175	43,537	47,759
	BUG Rating	B2-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5
	Lumens per Watt	151	139	131	125	148	140	130	125	149	141	131	125
T4FT	Lumens	19,251	23,607	29,219	32,054	23,727	29,097	36,014	39,506	28,425	34,857	43,142	47,326
	BUG Rating	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B4-U0-G5
	Lumens per Watt	149	138	130	124	146	139	129	123	147	140	130	124
T4W	Lumens	18,876	23,146	28,648	31,427	23,264	28,528	35,310	38,734	27,868	34,174	42,298	46,400
	BUG Rating	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G4	B3-U0-G4	B3-U0-G5	B4-U0-G5	B3-U0-G4	B3-U0-G5	B4-U0-G5	B4-U0-G5
	Lumens per Watt	146	135	127	122	144	136	127	121	144	137	127	121
SL2	Lumens	18,726	22,963	28,421	31,178	23,080	28,302	35,030	38,426	27,649	33,904	41,964	46,034
	BUG Rating	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G4	B3-U0-G5	B3-U0-G5	B4-U0-G5	B3-U0-G5	B3-U0-G5	B4-U0-G5	B4-U0-G5
	Lumens per Watt	145	134	126	121	142	135	126	120	143	136	126	121
SL3	Lumens	19,075	23,391	28,952	31,760	23,511	28,831	35,684	39,145	28,166	34,538	42,749	46,894
	BUG Rating	B2-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5
	Lumens per Watt	148	137	129	123	145	137	128	122	146	139	128	123
SL4	Lumens	18,222	22,345	27,656	30,339	22,459	27,540	34,086	37,392	26,905	32,992	40,835	44,795
	BUG Rating	B2-U0-G4	B2-U0-G5	B3-U0-G5	B3-U0-G5	B2-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5
	Lumens per Watt	141	131	123	118	139	131	122	117	139	132	123	117
5NQ	Lumens	19,636	24,078	29,802	32,692	24,201	29,677	36,731	40,294	28,992	35,552	44,003	48,270
	BUG Rating	B4-U0-G2	B4-U0-G2	B5-U0-G2	B5-U0-G2	B4-U0-G2	B5-U0-G2	B5-U0-G3	B5-U0-G3	B4-U0-G2	B5-U0-G3	B5-U0-G3	B5-U0-G3
	Lumens per Watt	152	141	132	127	149	141	132	126	150	143	132	126
5MQ	Lumens	20,341	24,945	30,873	33,868	25,071	30,744	38,052	41,743	30,035	36,830	45,584	50,006
	BUG Rating	B4-U0-G2	B5-U0-G3	B5-U0-G3	B5-U0-G4	B5-U0-G3	B5-U0-G3	B5-U0-G4	B5-U0-G4	B5-U0-G3	B5-U0-G4	B5-U0-G4	B5-U0-G4
	Lumens per Watt	158	146	137	131	155	146	136	130	156	148	137	131
5WQ	Lumens	19,872	24,368	30,161	33,086	24,493	30,035	37,174	40,780	29,341	35,980	44,532	48,852
	BUG Rating	B5-U0-G3	B5-U0-G3	B5-U0-G4	B5-U0-G4	B5-U0-G3	B5-U0-G4	B5-U0-G4	B5-U0-G4	B5-U0-G4	B5-U0-G4	B5-U0-G5	B5-U0-G5
	Lumens per Watt	154	143	134	128	151	143	133	127	152	144	134	128
SLL/ SLR	Lumens	16,870	20,688	25,605	28,089	20,793	25,496	31,559	34,620	24,908	30,545	37,805	41,472
	BUG Rating	B2-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5
	Lumens per Watt	131	121	114	109	128	121	113	108	129	123	114	109
RW	Lumens	19,519	23,935	29,625	32,498	24,057	29,500	36,512	40,054	28,818	35,340	43,739	47,982
	BUG Rating	B4-U0-G2	B4-U0-G2	B5-U0-G3	B5-U0-G3	B4-U0-G2	B5-U0-G3	B5-U0-G3	B5-U0-G3	B5-U0-G3	B5-U0-G3	B5-U0-G4	B5-U0-G4
	Lumens per Watt	151	140	132	126	149	140	131	125	149	142	131	126
AFL	Lumens	19,571	24,000	29,705	32,586	24,121	29,578	36,611	40,162	28,896	35,434	43,858	48,112
	BUG Rating	B2-U0-G2	B3-U0-G2	B3-U0-G3	B3-U0-G3	B3-U0-G2	B3-U0-G3	B3-U0-G3	B3-U0-G3	B3-U0-G3	B3-U0-G3	B3-U0-G3	B3-U0-G3
	Lumens per Watt	152	140	132	126	149	141	131	126	150	142	132	126

NOTES: 1. Photometric data published here for 740, 750, 760 Color Temperature options. For other options, refer to published IES files on product webpage or Supplemental Performance Tables.

Control Options

0-10V
This fixture provides 0-10V dimming wire leads for use with a lighting control panel or other control method.

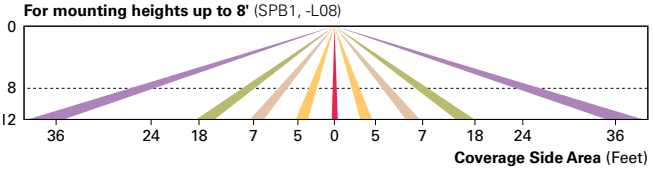
Photocontrol (PR and PR7)
Photocontrol receptacles provide a flexible solution to enable "dusk-to-dawn" lighting by sensing light levels. Advanced control systems compatible with NEMA 7-PIN standards can be utilized with the PR7 receptacle.

After Hours Dim (AHD)
This feature allows photocontrol-enabled luminaires to achieve additional energy savings by dimming during scheduled portions of the night. The dimming profile will automatically take effect after a “dusk-to-dawn” period has been calculated from the photocontrol input. Specify the desired dimming profile for a simple, factory-shipped dimming solution requiring no external control wiring. Reference the After Hours Dim supplemental guide for additional information.

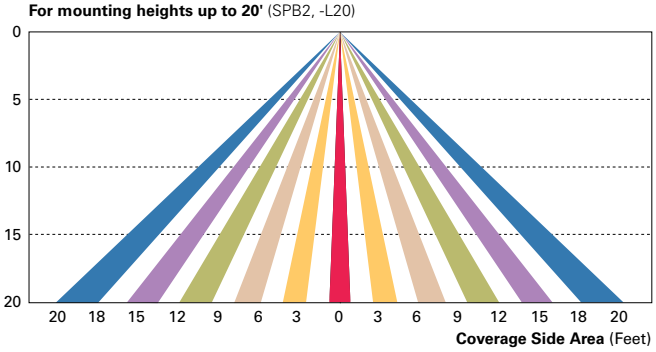
Dimming Occupancy Sensor (SPB, MS/DIM-LXX, MS/X-LXX and MS-LXX)
When a sensor for dimming operation (MS/DIM) option is selected, the luminaire will dim down to approximately 50 percent power after five mintues of no activity detected. When activity is detected, the luminaire returns to full light output. When a sensor for ON/OFF operation (MS-LXX) is selected, the luminaire will turn off after five minutes of no activity. When a sensor for bi-level operation (MS/X) is selected, the specified number of light engines will shut off after five minutes of inactivity. The remaining light engines will remain on. The SPB sensor is factory preset to dim down to approximately 10% power with a time delay of five minutes. The SPB requires the Sensor Configuration mobile application by Wattstopper or iOS and Android devices to change factory default dimming level, time delay, sensitivity and other parameters.

These occupancy sensors include an integral photocell that can be activated or inactivated with the programming remote / configuration tool for “dusk-to-dawn” control or daylight harvesting - the factory preset is OFF (Disabled.) The programming remote / tool is a wireless tool that can be utilized to change the dimming level, time delay, sensitivity and other parameters. A variety of sensor lenses are available to optimize the coverage pattern for mounting heights from 8’-40’.

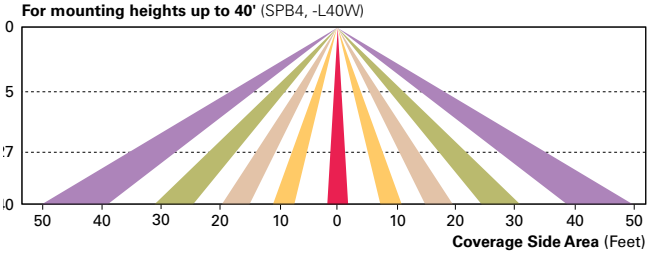
For mounting heights up to 8' (SPB1, -L08)



For mounting heights up to 20' (SPB2, -L20)



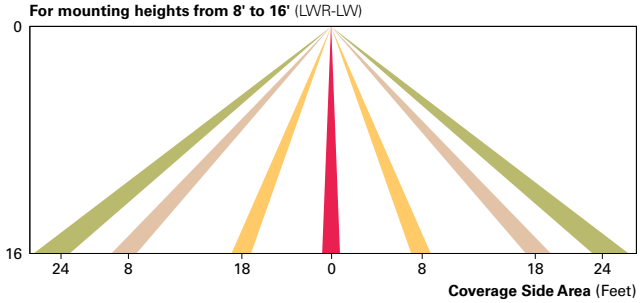
For mounting heights up to 40' (SPB4, -L40W)



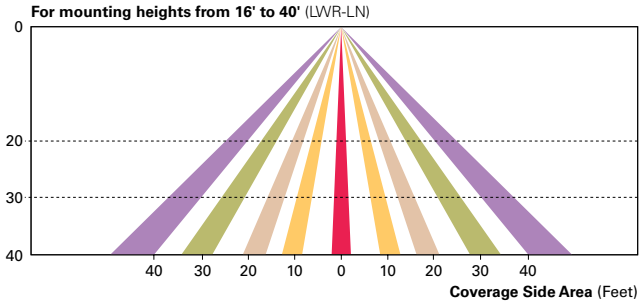
WaveLinx Wireless Control and Monitoring System Available in 7-PIN configurations, the WaveLinx Outdoor control platform operates on a wireless mesh network based on IEEE 802.15.4 standards enabling wireless control of outdoor lighting. Use the WaveLinx Mobile application for set-up and configuration. At least one Wireless Area Controller (WAC) is required for full functionality and remote communication (including adjustment of any factory pre-sets).
WaveLinx Outdoor Control Module (WOLC-7P-10A) A photocontrol that enables astronomic or time-based schedules to provide ON, OFF and dimming control of fixtures utilizing a 7-PIN receptacle. The out-of-box functionality is ON at dusk and OFF at dawn.

Enlighted Wireless Control and Monitoring System (LWR-LW and LWR-LN)
Enlighted is a connected lighting solution that combines LED luminaires with an integrated wireless sensor system. The sensor controls the lighting system in compliance with the latest energy codes and collects valuable data about building performance and use. Software applications turn the granular data into information through energy dashboards and specialized apps that make it simple and help optimize the use of building resources, beyond lighting.

For mounting heights from 8' to 16' (LWR-LW)



For mounting heights from 16' to 40' (LWR-LN)



LumenSafe (LD)
The LumenSafe integrated network camera is a streamlined, outdoor-ready camera that provides high definition video surveillance. This IP camera solution is optically designed to integrate into virtually any video management system or security software platform of choice. No additional wiring is needed beyond providing line voltage power to the luminaire. LumenSafe features factory-installed power and networking gear in a variety of networking options allowing security integrators to design the optimal solution for active surveillance.

Cooper Lighting Solutions
1121 Highway 74 South
Peachtree City, GA 30269
P: 770-486-4800
www.cooperlighting.com
© 2023 Cooper Lighting Solutions
All Rights Reserved.

Specifications and dimensions
subject to change without notice.

ELECTRICAL, LIGHTING, DATA COMMUNICATIONS AND SECURITY PRODUCTS
AND RELATED PRODUCTS, SERVICES AND SOLUTIONS
Executive Summary

Lead Agency: City of Kansas City, Missouri

Solicitation: RFP365

RFP Issued: September 6, 2017

Pre-Proposal Date: September 20, 2017

Response Due Date: October 6, 2017

Proposals Received: #3

Awarded to: Graybar Electric Company, Inc. contract #EV2370

The City of Kansas City, Missouri Procurement Services Division issued RFP #EV2370 on September 6, 2017, to establish a national cooperative contract for Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions.

The solicitation included cooperative purchasing in Section 1. Master Agreement:

The City of Kansas City, MO (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Electrical, Lighting, Data Communications, and Security Products and Related Products, Services and Solutions (herein "Products and Services").

And Section 3. U.S. Communities:

U.S. Communities Government Purchasing Alliance (herein "U.S. Communities") assists Participating Public Agencies to reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein "Lead Public Agencies"). The contracts provide for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Seattle.gov – The Buy Line Blog
- Daily Journal of Commerce, OR
- The Advocate, LA
- The Honolulu Star, HI
- DEMANDSTAR, ONVIA
- City of Kansas City, Missouri
- Merx.com
- The New York State Contract Reporter
- Washington Electronic Business Solution
- U.S. Communities - Website

On October 6, 2017 proposals were received from the following offerors:

- Graybar Electric Company, Inc.
- HB (Delivering Systems LLC/DBA High Biometrics)
- supplyFORCE

Upon evaluation, the committee elected to award to the most responsive proposal Graybar Electric Company, Inc. for electrical, lighting, data communications and security products and related products, services and solutions.

Contract includes:

Graybar offers a robust selection of products in electrical and lighting, data communication and security, hardware, and services. Solution benefits include:

- Comprehensive Products, Services, & Solutions
- Next day service is free of charge for materials stocked in the branch and within the standard service area
- Volume Incentive

Term:

Contract period from February 1, 2018 through January 31, 2023 with the option to renew to for up to three (3) additional two (2) year terms through January 31, 2029.

Pricing/Discount: Discounts are based on Graybar List Price or Cost in effect at the time of order. Visit Graybar landing page *Graybar Online Store* for more details.

OMNIA Partners, Public Sector Landing Pages: https://www.omniapartners.com/publicsector/contracts/supplier-contracts/graybar

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

September 1, 2023

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

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

Based on the Department's review, the competitive bid process used by Omnia is approved for use through **December 31, 2024**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

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

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

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

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
1915	2024	(2060) TRAFFIC ENGINEERING	75 COOPER NAVION STREETWORKS ROADWAY LUMINAIRES FOR TRAFFIC ENGINEERING (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$76,389.75	(075199) GRAYBAR ELECTRIC CO INC

Adopted:

_____

City Clerk

Bill To	Requisition 00001915-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/04/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER YOUR QUOTE AND THE MASTER AGREEMENT EV2370 WITH OMNIA PARTNERS			
001	FIXTURE, STREET LIGHTING, LED COOPER NAVION 4 SQUARE, 70 CRI, 5000K, 120-277 MULTI-VOLTAGE, TYPE III ROADWAY, GREY IN FINISH.	50.00 EACH	991.43000	49571.50
	Additional Description Notes			
	Navion 120-277v multivoltage 225w street lights. cat # NVN-SA4-C-750-U-T3-20K-AP Vendor Item Inventory Item/Loc 18316			
1	1000.40.20.3005.2060.3005.0000.0000.44020.			49571.50
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE			
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET			

Bill To	Requisition 00001915-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/04/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36604			
002	FIXTURE, STREET LIGHTING, LED COOPER NAVION 4 SQUARE, 70 CRI, 4000K, 480 V, TYPE III ROADWAY, GREAY IN FINISH. Additional Description Notes --- NAVION LIGHT FIXTURE, 225W, 480V LED, P/N NVN-SA4C-740-8-T3-20K-AP-U113264 Vendor Item Inventory Item/Loc 18315	25.00 EACH	1072.73000	26818.25
	1 1000.40.20.3005.2060.3005.0000.0000.44020.			26818.25

Ship To
ELECTRICAL
854 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
DIANNA LOVE

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 76389.75

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

Bill To	Requisition 00001915-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 3

Vendor	Ship To
GRAYBAR ELECTRIC CO INC 4359 HALLS MILL RD MOBILE, AL 36691 Tel#251-706-5605 Fax 251-666-6293	ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/04/23	075199				TRAFFIC ENGINEERING

Account		Amount	Remaining Budget
Account		Amount	Remaining Budget
1000.40.20.3005.2060.3005.0000.0000.44020.		76389.75	1089356.77
TRAFFIC ENGINEERING EXP	OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
CCancelled	12/01/23	SANDRA LEWIS	GL Allocation, GL Allocation c
Unknown	12/04/23	SANDRA LEWIS	
Rejected	12/04/23	SANDRA LEWIS	as per Jennifer please see Jen
Queued	12/04/23	DONALD ROSE	as per Jennifer please see Jen
Queued	12/04/23	SANDRA LEWIS	as per Jennifer please see Jen
Queued	12/04/23	STEVEN KRONINGER	as per Jennifer please see Jen
Queued	12/04/23	SAMANTHA COOLEY	as per Jennifer please see Jen
Queued	12/04/23	JOHN PAINE	as per Jennifer please see Jen
Queued	12/04/23	MICHAEL SPAFFORD	as per Jennifer please see Jen

Authorized By: _____ Date: _____
Signature

Project		Catalog #		Type	
Prepared by		Notes		Date	



Streetworks

Navion

Roadway & High Mast Luminaire

Product Features

LumenSafe Technology

Light ARchitect™

BAA

Interactive Menu

- Ordering Information page 2
- Mounting Details page 3
- Optical Distributions page 3
- Product Specifications page 4
- Energy and Performance Data page 4
- Control Options page 7

Product Certifications

ISO CERTIFIED

DLC LISTED [1]

DLC PREMIUM [1]

UL CERTIFIED

3G VIB

5 YEAR LIMITED WARRANTY

ida DARK SKY APPROVED [2]

Quick Facts

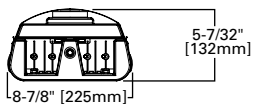
- Patented, high-efficiency AccuLED Optics system provides uniform illumination in 16 different optical distributions
- Lumen packages range from 7,500 - 41,000 nominal lumens (30W - 380W)
- Tool-less entry; hinged removable power door for easy maintenance
- Efficacies up to 158 lumens per watt

Connected Systems

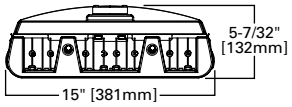
- WaveLinx
- Enlighted

Dimensional Details

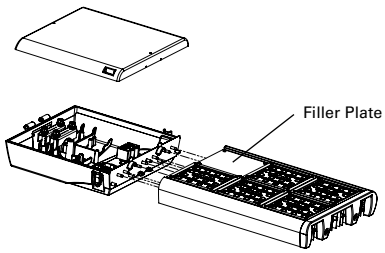
1, 2 or 3 Light Squares



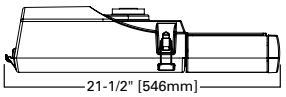
4, 5 or 6 Light Squares



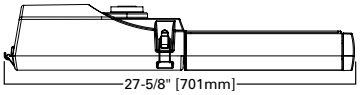
5 Light Squares



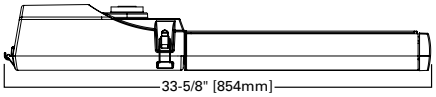
1 Light Square



2 or 4 Light Squares



3, 5 or 6 Light Squares



NOTES:

1. Visit https://www.designlights.org/search/ to confirm qualification. Not all product variations are DLC qualified.
2. IDA Certified for 3000K CCT and warmer only.

additional product diagrams

Ordering Information

SAMPLE ORDER NUMBER: **NVN-SA1C-740-U-T3-AP**

Product Family [1, 2]	Light Engine		Color Temperature	Voltage	Distribution	Mounting	Finish
	Configuration	Drive Current					
NVN=Navion **BAA-NVN**=Navion Buy American Act Compliant[23] **TAA-NVN**=Navion Trade Agreements Act Compliant[23]	**SA1**=1 Square **SA2**=2 Squares **SA3**=3 Squares **SA4**=4 Squares **SA5**=5 Squares **SA6**=6 Squares	**A**=615mA **B**=800mA **C**=1050mA (1A) **D**=1200mA (1.2A)	**722**=70CRI, 2200K **727**=70CRI, 2700K **730**=70CRI, 3000K **735**=70CRI, 3500K **740**=70CRI, 4000K **750**=70CRI, 5000K **760**=70CRI, 6000K **827**=80CRI, 2700K **830**=80CRI, 3000K **835**=80CRI, 3500K **AMB**=590nm Amber [3]	**U**=Universal (120-277V) **9**=347V [4] **8**=480V [5] **DV**=277-480V DuraVolt Drivers [5, 25, 26]	**T2**=Type II **T2R**=Type II Roadway **T3**=Type III **T3R**=Type III Roadway **T4FT**=Type IV Forward Throw **T4W**=Type IV Wide **5NQ**=Type V Narrow **5MQ**=Type V Square Medium **5WQ**=Type V Square Wide **SL2**=Type II w/Spill Control **SL3**=Type III w/Spill Control **SL4**=Type IV w/Spill Control **SLL**=90° Spill Light Eliminator Left **SLR**=90° Spill Light Eliminator Right **RW**=Rectangular Wide Type I **AFL**=Automotive Front Line	**[Blank]**=Standard Mast Arm Slipfitter **AI**=22" Upsweep Mast Arm [6] **A15**=15" Straight Mast Arm [6] **ALJS15**=Adjustable Slipfitter (Factory set at 15° tilt) **ALJS25**=Adjustable Slipfitter (Factory set at 25° tilt) **ALJS45**=Adjustable Slipfitter (Factory set at 45° tilt)	**AP**=Grey **BZ**=Bronze **BK**=Black **DP**=Dark Platinum **GM**=Graphite Metallic **WH**=White

Options (Add as Suffix)

10MSP=10kV MOV Surge Protective Device
10K=10kV UL 1449 Fused Surge Protective Device
20MSP=20kV MOV Surge Protective Device
20K=20kV UL 1449 Surge Protective Device
2L=Two Circuits [7]
L90=Optics Rotated 90° Left
R90=Optics Rotated 90° Right
HSS=House Side Shield [8]
HA=50°C High Ambient Temperature [9]
IP66=IP66 Rated
K=Level Indicator
LCF=Light Square Trim Plate Painted to Match Housing
CC=Coastal Construction finish [21]
CE=CE Marking [9, 10]
PR=NEMA 3-PIN Twistlock Photocontrol Receptacle
PR7=NEMA 7-PIN Twistlock Photocontrol Receptacle
FADC=Field Adjustable Dimming Controller [27]
PSC=Photocontrol Shorting Cap
AHD145=After Hours Dim, 5 Hours [11]
DXXXXX=Department of Transportation - Customer specific details [28]
UXXXXX=Utility - Customer specific details [28]
AHD245=After Hours Dim, 6 Hours [11]
AHD255=After Hours Dim, 7 Hours [11]
AHD355=After Hours Dim, 8 Hours [11]
SPB1=Dimming Occupancy Sensor with Bluetooth Interface, <8' Mounting [22]
SPB2=Dimming Occupancy Sensor with Bluetooth Interface, 8'-20' Mounting [22]
SPB4=Dimming Occupancy Sensor with Bluetooth Interface, 21'-40' Mounting [22]
MS-L08=Motion Sensor for ON/OFF Operation, Up to 8' Mounting Height [12, 13]
MS-L20=Motion Sensor for ON/OFF Operation, 9' - 20' Mounting Height [12, 13]
MS-L40=Motion Sensor for ON/OFF Operation, 21' - 40' Mounting Height [12, 13]
MS/X-L08=Motion Sensor for Bi-Level Operation, Up to 8' Mounting Height [12, 13, 14]
MS/X-L20=Motion Sensor for Bi-Level Operation, 9' - 20' Mounting Height [12, 13, 14]
MS/X-L40=Motion Sensor for Bi-Level Operation, 21' - 40' Mounting Height [12, 13, 14]
MS/DIM-L08=Motion Sensor for Dimming Operation, Up to 8' Mounting Height [12, 13]
MS/DIM-L20=Motion Sensor for Dimming Operation, 9' - 20' Mounting Height [12, 13]
MS/DIM-L40=Motion Sensor for Dimming Operation, 21' - 40' Mounting Height [12, 13]
LWR-LW=Enlighted Wireless Sensor, 8' - 16' Mounting Height [12, 15]
LWR-LN=Enlighted Wireless Sensor, 16' - 40' Mounting Height [12, 15]
[See Table Below]=LumenSafe Integrated Network Security Camera [16]

Accessories (Order Separately)[24]

OA/RA1013=Twistlock Receptacle Shorting Cap
OA/RA1014=NEMA Twistlock Photocontrol - 120V
OA/RA1016=NEMA Twistlock Photocontrol - Multi-Tap
OA/RA1027=NEMA Twistlock Photocontrol - 480V
OA/RA1201=NEMA Twistlock Photocontrol - 347V
MA1010-XX=Single Tenon Adapter for 3-1/2" O.D. Tenon
MA1011-XX=2@180° Tenon Adapter for 3-1/2" O.D. Tenon
MA1017-XX=Single Tenon Adapter for 2-3/8" O.D. Tenon
MA1018-XX=2@180° Tenon Adapter for 2-3/8" O.D. Tenon
A15-XX=15" Straight Mast Arm Kit [6]
ALJS15-XX=Adjustable Slipfitter Kit (Factory set at 15° tilt)
ALJS25-XX=Adjustable Slipfitter Kit (Factory set at 25° tilt)
ALJS45-XX=Adjustable Slipfitter Kit (Factory set at 45° tilt)
LS/HSS=House Side Shield [8, 18]
FSIR-100=Wireless Configuration Tool for Motion Sensor [19]
WOLC-7P-10A=WaveLinx Outdoor Control Module (7-PIN) [20]

NOTES:

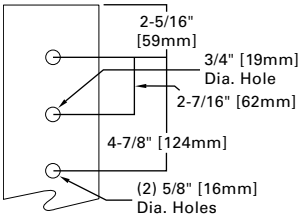
1. DesignLights Consortium® Qualified. Refer to www.designlights.org Qualified Products List under Family Models for details.
2. Customer is responsible for engineering analysis to confirm pole and fixture compatibility for applications. Refer to installation instructions and pole white paper WP513001EN for additional support information.
3. Narrow-band 590nm +/- 5nm for wildlife and observatory use. Choose drive current A; supplied at 500mA drive current only. Exact luminaire wattage available in IES files. Available with 5WQ, 5MQ, SL2, SL3 and SL4 distributions. Can be used with HSS option.
4. Not available with sensor options at 1.2A drive current. Not available in combination with HA high ambient and sensor options at 1A drive current.
5. 480V not to be used with ungrounded or impedance grounded systems.
6. Round pole adapter and mounting hardware included. Type M drill pattern.
7. Option available only with 4 and 6 Square configurations. Low-level output varies. Consult factory. Option not available in combination with high voltage (9 or 8) and sensor options (PR, PR7, AHD, MS, LWR, LumenSafe). No terminal block with 2L option.
8. House side shield not for use on 5NQ, 5MQ, 5WQ, or RW distributions. The Light Square Trim Plate is painted black when HSS option is selected.
9. Not available with 1.2A drive current or Amber color temperature (AMB).
10. Only available at Universal (U) voltage. Not available with sensor or controls options (PR, PR7, AHD, MS, LWR, LumenSafe).
11. Requires the use of Photocontrol Receptacle (PR or PR7) and a photocontrol accessory. See After Hours Dim Supplemental Guide for additional information.
12. Controls system is not available with photocontrol receptacle (PR or PR7) or other controls systems (MS or LWR).
13. Utilizes the Wattstopper sensor FSP-211.
14. Available with 4, 5, or 6 square configurations. Replace "X" with number of squares in low output modes. Maximum two squares in low output mode.
15. Enlighted wireless sensors are factory installed and require network components LWP-EM-1, LWP-GW-1, and LWP-PoE8 in appropriate quantities. See website for Enlighted application information.
16. All configurations require 15-in wide housing size. If 1-3 light square is selected, filler plates will be used. LumenSafe not available at high voltage (9 or 8) or High Ambient (HA). When ordered with Type V optic, a factory-installed light shield will be provided.
17. Replace XX with paint color.
18. Must order one per light square when ordering as a field-installable accessory.
19. This tool enables adjustment to Motion Sensor (MS) parameters including high and low modes, sensitivity, time delay, cutoff and more. Consult your lighting representative for more information.
20. Requires 7-PIN NEMA twistlock photocontrol receptacle (PR7) option. The WOLC-7 cannot be used in conjunction with other controls systems (MS or LWR). Only for use at 120-347V voltages.
21. Coastal construction finish salt spray tested to over 5,000-hours per ASTM B117, with a scribe rating of 9 per ASTM D1654.
22. Smart device with mobile application required to change system defaults. See controls section for details.
23. Only product configurations with these designated prefixes are built to be compliant with the Buy American Act of 1933 (BAA) or Trade Agreements Act of 1979 (TAA), respectively. Please refer to DOMESTIC PREFERENCES website for more information. Components shipped separately may be separately analyzed under domestic preference requirements.
24. Accessories sold separately will be separately analyzed under domestic preference requirements. Consult factory for further information.
25. DuraVolt drivers feature added protection from power quality issues such as loss of neutral, transients and voltage fluctuations. Visit www.signify.com/duravolt for more information.
26. Not available in 1 square configuration at 800mA and below. Not available with any control option except SPB.
27. Cannot be used with PR7 or other motion response control options.
28. Customer specific specifications utilizes standard products with small adjustments to meet unique requirements such as packaging, labels, wattage adjustments, etc.

LumenSafe Integrated Network Security Camera Technology Options (Add as Suffix)

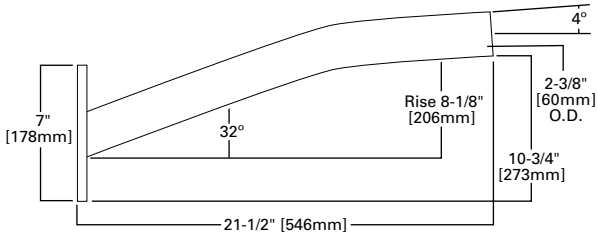
Product Family	Camera Type	Data Backhaul
L=LumenSafe Technology LumenSafe Technology CLICK HERE	**D**=Dome Camera, Standard **H**=Dome Camera, Hi-Res **Z**=Dome Camera, Remote PTZ	**C**=Cellular, Customer Installed SIM Card **A**=Cellular, Factory Installed AT&T SIM Card **V**=Cellular, Factory Installed Verizon SIM Card **S**=Cellular, Factory Installed Sprint SIM Card **W**=Wi-Fi Networking w/ Omni-Directional Antenna **E**=Ethernet Networking

Mounting Details

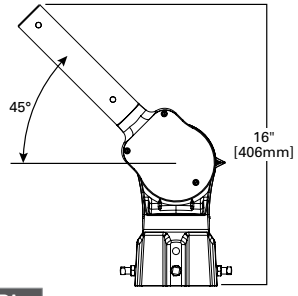
Type "M"



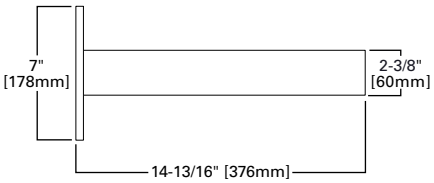
Upsweep Arm



Adjustable Slipfitter Offset Arm



15" Straight Arm



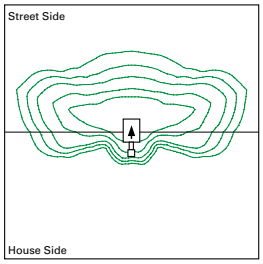
Effecitve Projected Area (EPA)

Configuration	Fixture Only EPA (Sq. Ft.)	Fixture and Upsweep Arm EPA (Sq. Ft.)
1 Square	0.8	1.2
2 Squares	1.0	1.3
3 Squares	1.2	1.5
4 Squares	1.2	1.5
5 Squares	1.4	1.7
6 Squares	1.4	1.7

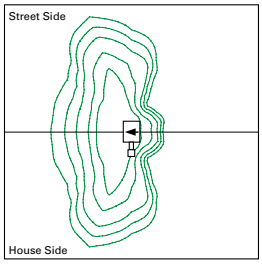
Optical Configurations

Orientation

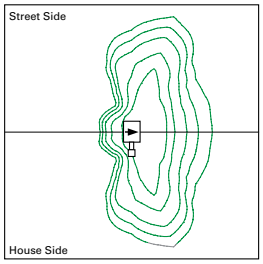
Standard



Optics Rotated Left @ 90˚



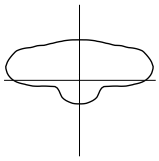
Optics Rotated Right @ 90˚



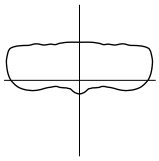
Distributions

Asymmetric Area Distributions

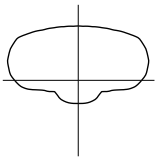
T2 (Type II)



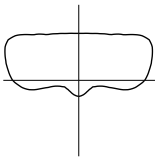
SL2 (Type II with Spill Control)



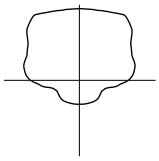
T3 (Type III)



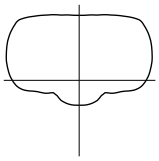
SL3 (Type III with Spill Control)



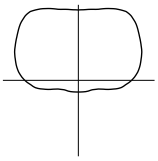
T4FT (Type IV Forward Throw)



T4W (Type IV Wide)

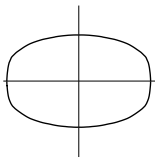


SL4 (Type IV with Spill Control)

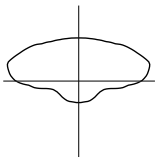


Asymmetric Roadway Distributions

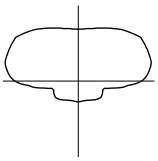
RW (Rectangular Wide Type I)



T2R (Type II Roadway)

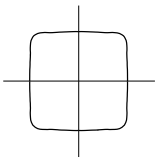


T3R (Type III Roadway)

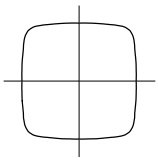


Symmertric Distributions

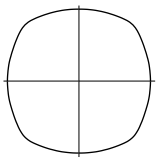
5NQ (Type V Square Narrow)



5MQ (Type V Square Medium)

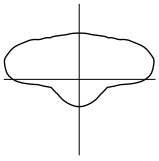


5WQ (Type V Square Wide)

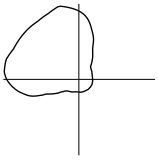


Specialized Distributions

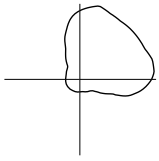
AFL (Automotive Frontline)



SLL (90° Spill Light Eliminator Left)



SLR (90° Spill Light Eliminator Right)



Product Specifications

Construction
- Die-cast aluminum housing and door
- Extruded aluminum heat sink
- Tool-less entry, hinged removable power tray door

Optics
- Light square are IP66 enclosure rated
- Precision molded polycarbonate optics
- IDA certified (3000K CCT and warmer only)

Electrical
- -40°C minimum operating temperature
- 40°C maximum operating temperature
- >.9 power factor
- <20% total harmonic distortion
- 0-10V dimming driver standard

Mounting
- Four-bolt / two-bracket slipfitter with cast-in pipe stop and level steps at 2.5° increments
- Fixed-in-place bird guard seals around 1-1/4" or 2" mounting arms

Finish
- Housing and cast parts finished in five-stage super TGIC polyester powder coat paint, 2.5 mil nominal thickness
- Heat sink is anodized aluminum

Shipping Data
- Approximate Net Weight:
  - 1 Square 17 lbs. (7.7kgs.)
  - 2 Squares 22 lbs. (10.0 kgs.)
  - 3 Squares 26 lbs. (11.8 kgs.)
  - 4 Squares 31 lbs (14.1 kgs.)
  - 5 Squares 34 lbs. (15.4 kgs.)
  - 6 Squares 36 lbs. (16.3 kgs.)
- Effective Projected Area (Sq. Ft.):
  - Fixture Only:
    - 1 Square 0.8
    - 2 Square's 1.0
    - 3 Square's 1.2
    - 4 Square's 1.2
    - 5 Square's 1.4
    - 6 Square's 1.4
  - Fixture with AI Arm:
    - 1 Square 1.2
    - 2 Square's 1.3
    - 3 Square's 1.5
    - 4 Square's 1.5
    - 5 Square's 1.7
    - 6 Square's 1.7

Warranty
- Five year limited warranty, consult website for details. www.cooperlighting.com/legal

Energy and Performance Data

Lumen Maintenance

Drive Current	Ambient Temperature	TM-21 Lumen Maintenance (60,000 Hours)	Projected L70 (Hours)
Up to 1A	Up to 50ºC	> 95%	416,000
1.2A	Up to 40°C	> 90%	205,000

View Navion IES files

Lumen Multiplier

Ambient Temperature	Lumen Multiplier
0°C	1.02
10°C	1.01
25°C	1.00
40°C	0.99
50°C	0.97

LED Color Multipliers

	CCT							
	Amber	2200	2700	3000	3500	4000	5000	6000
CRI	Lumen Multiplier*							
70	--	0.74	0.84	0.91	0.93	1.00	1.00	1.00
80	--	--	0.75	--	--	--	--	--
Monochromatic	0.17	--	--	--	--	--	--	--

Note: *Estimates, refer to IES files for accuracy

FADC Settings
SA1-SA3 (A, B, C, D Drive Current)

FADC Position	Percent of Typical Lumen Output
1	25%
2	48%
3	56%
4	65%
5	75%
6	80%
7	85%
8	90%
9	95%
10	100%

FADC Settings
SA4A

FADC Position	Percent of Typical Lumen Output
1	25%
2	48%
3	56%
4	65%
5	75%
6	80%
7	85%
8	90%
9	95%
10	100%

FADC Settings
SA4C-D

FADC Position	Percent of Typical Lumen Output
1	14%
2	25%
3	32%
4	43%
5	49%
6	57%
7	65%
8	72%
9	80%
10	100%

FADC Settings
SA5-SA6 (A, B, C, D Drive Current)

FADC Position	Percent of Typical Lumen Output
1	14%
2	25%
3	32%
4	43%
5	49%
6	57%
7	65%
8	72%
9	80%
10	100%

Power and Lumens (1-3 Light Squares)

Supplemental Performance Guide

Number of Light Squares		SA1A	SA1B	SA1C	SA1D	SA2A	SA2B	SA2C	SA2D	SA3A	SA3B	SA3C	SA3D
Square Count		1	1	1	1	2	2	2	2	3	3	3	3
Drive Current (mA)		615	800	1050	1200	615	800	1050	1200	615	800	1050	1200
Power (Watts)		34	44	59	67	66	85	113	129	96	124	166	191
Input Current @ 120V (A)		0.30	0.39	0.51	0.51	0.58	0.77	1.02	1.16	0.86	1.13	1.53	1.78
Input Current @ 208V (A)		0.17	0.22	0.29	0.33	0.34	0.44	0.56	0.63	0.49	0.62	0.82	0.93
Input Current @ 240V (A)		0.15	0.19	0.26	0.29	0.30	0.38	0.48	0.55	0.43	0.54	0.71	0.80
Input Current @ 277V (A)		0.14	0.17	0.23	0.25	0.28	0.36	0.42	0.48	0.41	0.47	0.61	0.70
Input Current @ 347V (A)		0.11	0.15	0.17	0.20	0.19	0.24	0.32	0.39	0.30	0.38	0.50	0.57
Input Current @ 480V (A)		0.08	0.11	0.14	0.15	0.15	0.18	0.24	0.30	0.24	0.29	0.37	0.43
Distribution [1]													
T2	Lumens	4,681	5,741	7,106	7,796	9,334	11,447	14,167	15,541	13,881	17,022	21,069	23,111
	BUG Rating	B1-U0-G1	B1-U0-G2	B1-U0-G2	B1-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G3	B3-U0-G3	B3-U0-G4
	Lumens per Watt	138	130	120	116	141	135	125	120	145	137	127	121
T2R	Lumens	5,012	6,146	7,607	8,345	9,993	12,255	15,168	16,639	14,862	18,225	22,556	24,744
	BUG Rating	B1-U0-G1	B1-U0-G1	B1-U0-G2	B1-U0-G2	B1-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G2	B3-U0-G3	B3-U0-G3
	Lumens per Watt	147	140	129	125	151	144	134	129	155	147	136	130
T3	Lumens	4,784	5,866	7,261	7,966	9,539	11,697	14,480	15,883	14,186	17,395	21,531	23,619
	BUG Rating	B1-U0-G1	B1-U0-G2	B1-U0-G2	B1-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G3	B2-U0-G2	B3-U0-G3	B3-U0-G3	B3-U0-G4
	Lumens per Watt	141	133	123	119	145	138	128	123	148	140	130	124
T3R	Lumens	4,865	5,966	7,384	8,100	9,699	11,894	14,721	16,149	14,425	17,689	21,893	24,016
	BUG Rating	B1-U0-G1	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2	B2-U0-G2	B2-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G3	B3-U0-G4	B3-U0-G4
	Lumens per Watt	143	136	125	121	147	140	130	125	150	143	132	126
T4FT	Lumens	4,821	5,911	7,316	8,026	9,612	11,787	14,589	16,004	14,294	17,529	21,694	23,799
	BUG Rating	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4
	Lumens per Watt	142	134	124	120	146	139	129	124	149	141	131	125
T4W	Lumens	4,727	5,796	7,175	7,870	9,423	11,556	14,302	15,690	14,015	17,185	21,270	23,333
	BUG Rating	B1-U0-G2	B1-U0-G2	B1-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G3	B3-U0-G3	B2-U0-G3	B3-U0-G3	B3-U0-G4	B3-U0-G4
	Lumens per Watt	139	132	122	117	143	136	127	122	146	139	128	122
SL2	Lumens	4,689	5,750	7,116	7,807	9,350	11,464	14,189	15,566	13,903	17,049	21,102	23,149
	BUG Rating	B1-U0-G2	B1-U0-G2	B1-U0-G2	B2-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G3	B3-U0-G3	B2-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4
	Lumens per Watt	138	131	121	117	142	135	126	121	145	137	127	121
SL3	Lumens	4,777	5,858	7,251	7,954	9,524	11,680	14,455	15,857	14,164	17,367	21,496	23,581
	BUG Rating	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G3	B3-U0-G4	B3-U0-G4
	Lumens per Watt	140	133	123	119	144	137	128	123	148	140	129	123
SL4	Lumens	4,563	5,595	6,926	7,597	9,098	11,155	13,808	15,147	13,529	16,590	20,535	22,526
	BUG Rating	B1-U0-G2	B1-U0-G2	B1-U0-G3	B1-U0-G3	B1-U0-G3	B1-U0-G3	B2-U0-G4	B2-U0-G4	B2-U0-G4	B2-U0-G4	B2-U0-G5	B2-U0-G5
	Lumens per Watt	134	127	117	113	138	131	122	117	141	134	124	118
5NQ	Lumens	4,917	6,029	7,462	8,186	9,803	12,022	14,879	16,323	14,579	17,877	22,126	24,274
	BUG Rating	B2-U0-G1	B2-U0-G1	B3-U0-G1	B3-U0-G1	B3-U0-G1	B3-U0-G1	B3-U0-G2	B3-U0-G2	B3-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2
	Lumens per Watt	145	137	126	122	149	141	132	127	152	144	133	127
5MQ	Lumens	5,094	6,247	7,731	8,481	10,156	12,455	15,415	16,910	15,103	18,521	22,923	25,147
	BUG Rating	B3-U0-G1	B3-U0-G1	B3-U0-G2	B3-U0-G2	B3-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2	B5-U0-G3	B5-U0-G3
	Lumens per Watt	150	142	131	127	154	147	136	131	157	149	138	132
5WQ	Lumens	4,976	6,102	7,553	8,285	9,921	12,166	15,058	16,518	14,755	18,092	22,394	24,565
	BUG Rating	B3-U0-G1	B3-U0-G1	B3-U0-G2	B3-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2	B5-U0-G3	B5-U0-G3	B5-U0-G3
	Lumens per Watt	146	139	128	124	150	143	133	128	154	146	135	129
SLL/ SLR	Lumens	4,225	5,181	6,412	7,035	8,423	10,328	12,784	14,023	12,526	15,360	19,011	20,854
	BUG Rating	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G3	B1-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G4	B2-U0-G4	B3-U0-G4
	Lumens per Watt	124	118	109	105	128	122	113	109	130	124	115	109
RW	Lumens	4,887	5,994	7,418	8,138	9,745	11,950	14,791	16,224	14,492	17,770	21,995	24,128
	BUG Rating	B2-U0-G1	B3-U0-G1	B3-U0-G1	B3-U0-G1	B3-U0-G1	B3-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2
	Lumens per Watt	144	136	126	121	148	141	131	126	151	143	132	126
AFL	Lumens	4,901	6,009	7,438	8,159	9,771	11,981	14,829	16,268	14,532	17,818	22,054	24,193
	BUG Rating	B1-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G1	B2-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G2	B3-U0-G2	B3-U0-G2
	Lumens per Watt	144	137	126	122	148	141	131	126	151	144	133	127

NOTES: 1. Photometric data published here for 740, 750, 760 Color Temperature options. For other options, refer to published IES files on product webpage or Supplemental Performance Tables.

Power and Lumens (4-6 Light Squares)

Supplemental Performance Guide

Number of Light Squares		SA4A	SA4B	SA4C	SA4D	SA5A	SA5B	SA5C	SA5D	SA6A	SA6B	SA6C	SA6D
Square Count		4	4	4	4	5	5	5	5	6	6	6	6
Drive Current (mA)		615	800	1050	1200	615	800	1050	1200	615	800	1050	1200
Power (Watts)		129	171	225	258	162	210	279	320	193	249	333	382
Input Current @ 120V (A)		1.16	1.54	2.03	2.31	1.44	1.90	2.55	2.94	1.73	2.26	3.06	3.56
Input Current @ 208V (A)		0.65	0.88	1.11	1.27	0.84	1.06	1.37	1.57	0.99	1.24	1.64	1.87
Input Current @ 240V (A)		0.56	0.76	0.96	1.10	0.74	0.92	1.19	1.35	0.87	1.08	1.41	1.61
Input Current @ 277V (A)		0.52	0.72	0.83	0.96	0.69	0.83	1.03	1.18	0.81	0.95	1.23	1.39
Input Current @ 347V (A)		0.39	0.49	0.64	0.78	0.49	0.63	0.82	0.96	0.60	0.77	1.00	1.15
Input Current @ 480V (A)		0.30	0.37	0.48	0.60	0.38	0.48	0.61	0.73	0.48	0.59	0.75	0.85
Distribution [1]													
T2	Lumens	18,696	22,927	28,377	31,129	23,043	28,257	34,975	38,366	27,605	33,851	41,897	45,962
	BUG Rating	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5
	Lumens per Watt	145	134	126	121	142	135	125	120	143	136	126	120
T2R	Lumens	20,017	24,545	30,380	33,327	24,669	30,251	37,442	41,074	29,554	36,241	44,856	49,206
	BUG Rating	B2-U0-G3	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G5
	Lumens per Watt	155	144	135	129	152	144	134	128	153	146	135	129
T3	Lumens	19,106	23,430	28,999	31,811	23,548	28,877	35,741	39,207	28,210	34,593	42,816	46,969
	BUG Rating	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G4	B3-U0-G4	B3-U0-G5	B4-U0-G5
	Lumens per Watt	148	137	129	123	145	138	128	123	146	139	129	123
T3R	Lumens	19,428	23,824	29,488	32,346	23,944	29,363	36,343	39,868	28,685	35,175	43,537	47,759
	BUG Rating	B2-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5
	Lumens per Watt	151	139	131	125	148	140	130	125	149	141	131	125
T4FT	Lumens	19,251	23,607	29,219	32,054	23,727	29,097	36,014	39,506	28,425	34,857	43,142	47,326
	BUG Rating	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B4-U0-G5
	Lumens per Watt	149	138	130	124	146	139	129	123	147	140	130	124
T4W	Lumens	18,876	23,146	28,648	31,427	23,264	28,528	35,310	38,734	27,868	34,174	42,298	46,400
	BUG Rating	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G4	B3-U0-G4	B3-U0-G5	B4-U0-G5	B3-U0-G4	B3-U0-G5	B4-U0-G5	B4-U0-G5
	Lumens per Watt	146	135	127	122	144	136	127	121	144	137	127	121
SL2	Lumens	18,726	22,963	28,421	31,178	23,080	28,302	35,030	38,426	27,649	33,904	41,964	46,034
	BUG Rating	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G4	B3-U0-G5	B3-U0-G5	B4-U0-G5	B3-U0-G5	B3-U0-G5	B4-U0-G5	B4-U0-G5
	Lumens per Watt	145	134	126	121	142	135	126	120	143	136	126	121
SL3	Lumens	19,075	23,391	28,952	31,760	23,511	28,831	35,684	39,145	28,166	34,538	42,749	46,894
	BUG Rating	B2-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5
	Lumens per Watt	148	137	129	123	145	137	128	122	146	139	128	123
SL4	Lumens	18,222	22,345	27,656	30,339	22,459	27,540	34,086	37,392	26,905	32,992	40,835	44,795
	BUG Rating	B2-U0-G4	B2-U0-G5	B3-U0-G5	B3-U0-G5	B2-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5
	Lumens per Watt	141	131	123	118	139	131	122	117	139	132	123	117
5NQ	Lumens	19,636	24,078	29,802	32,692	24,201	29,677	36,731	40,294	28,992	35,552	44,003	48,270
	BUG Rating	B4-U0-G2	B4-U0-G2	B5-U0-G2	B5-U0-G2	B4-U0-G2	B5-U0-G2	B5-U0-G3	B5-U0-G3	B4-U0-G2	B5-U0-G3	B5-U0-G3	B5-U0-G3
	Lumens per Watt	152	141	132	127	149	141	132	126	150	143	132	126
5MQ	Lumens	20,341	24,945	30,873	33,868	25,071	30,744	38,052	41,743	30,035	36,830	45,584	50,006
	BUG Rating	B4-U0-G2	B5-U0-G3	B5-U0-G3	B5-U0-G4	B5-U0-G3	B5-U0-G3	B5-U0-G4	B5-U0-G4	B5-U0-G3	B5-U0-G4	B5-U0-G4	B5-U0-G4
	Lumens per Watt	158	146	137	131	155	146	136	130	156	148	137	131
5WQ	Lumens	19,872	24,368	30,161	33,086	24,493	30,035	37,174	40,780	29,341	35,980	44,532	48,852
	BUG Rating	B5-U0-G3	B5-U0-G3	B5-U0-G4	B5-U0-G4	B5-U0-G3	B5-U0-G4	B5-U0-G4	B5-U0-G4	B5-U0-G4	B5-U0-G4	B5-U0-G5	B5-U0-G5
	Lumens per Watt	154	143	134	128	151	143	133	127	152	144	134	128
SLL/ SLR	Lumens	16,870	20,688	25,605	28,089	20,793	25,496	31,559	34,620	24,908	30,545	37,805	41,472
	BUG Rating	B2-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5
	Lumens per Watt	131	121	114	109	128	121	113	108	129	123	114	109
RW	Lumens	19,519	23,935	29,625	32,498	24,057	29,500	36,512	40,054	28,818	35,340	43,739	47,982
	BUG Rating	B4-U0-G2	B4-U0-G2	B5-U0-G3	B5-U0-G3	B4-U0-G2	B5-U0-G3	B5-U0-G3	B5-U0-G3	B5-U0-G3	B5-U0-G3	B5-U0-G4	B5-U0-G4
	Lumens per Watt	151	140	132	126	149	140	131	125	149	142	131	126
AFL	Lumens	19,571	24,000	29,705	32,586	24,121	29,578	36,611	40,162	28,896	35,434	43,858	48,112
	BUG Rating	B2-U0-G2	B3-U0-G2	B3-U0-G3	B3-U0-G3	B3-U0-G2	B3-U0-G3	B3-U0-G3	B3-U0-G3	B3-U0-G3	B3-U0-G3	B3-U0-G3	B3-U0-G3
	Lumens per Watt	152	140	132	126	149	141	131	126	150	142	132	126

NOTES: 1. Photometric data published here for 740, 750, 760 Color Temperature options. For other options, refer to published IES files on product webpage or Supplemental Performance Tables.

Control Options

0-10V
This fixture provides 0-10V dimming wire leads for use with a lighting control panel or other control method.

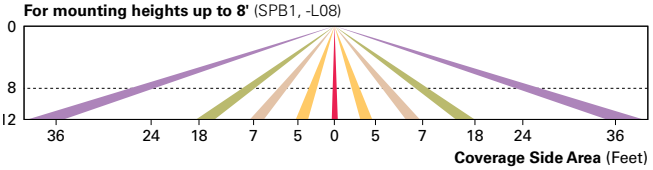
Photocontrol (PR and PR7)
Photocontrol receptacles provide a flexible solution to enable "dusk-to-dawn" lighting by sensing light levels. Advanced control systems compatible with NEMA 7-PIN standards can be utilized with the PR7 receptacle.

After Hours Dim (AHD)
This feature allows photocontrol-enabled luminaires to achieve additional energy savings by dimming during scheduled portions of the night. The dimming profile will automatically take effect after a “dusk-to-dawn” period has been calculated from the photocontrol input. Specify the desired dimming profile for a simple, factory-shipped dimming solution requiring no external control wiring. Reference the After Hours Dim supplemental guide for additional information.

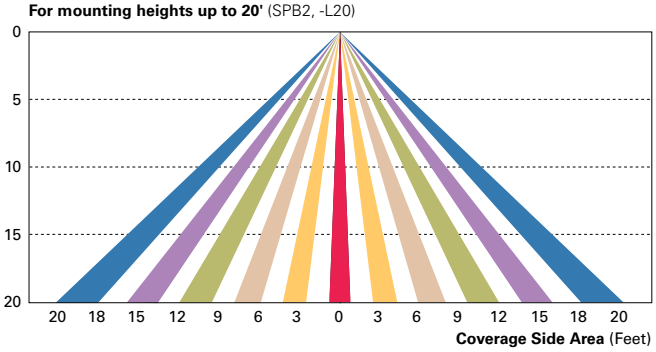
Dimming Occupancy Sensor (SPB, MS/DIM-LXX, MS/X-LXX and MS-LXX)
When a sensor for dimming operation (MS/DIM) option is selected, the luminaire will dim down to approximately 50 percent power after five mintues of no activity detected. When activity is detected, the luminaire returns to full light output. When a sensor for ON/OFF operation (MS-LXX) is selected, the luminaire will turn off after five minutes of no activity. When a sensor for bi-level operation (MS/X) is selected, the specified number of light engines will shut off after five minutes of inactivity. The remaining light engines will remain on. The SPB sensor is factory preset to dim down to approximately 10% power with a time delay of five minutes. The SPB requires the Sensor Configuration mobile application by Wattstopper or iOS and Android devices to change factory default dimming level, time delay, sensitivity and other parameters.

These occupancy sensors include an integral photocell that can be activated or inactivated with the programming remote / configuration tool for “dusk-to-dawn” control or daylight harvesting - the factory preset is OFF (Disabled.) The programming remote / tool is a wireless tool that can be utilized to change the dimming level, time delay, sensitivity and other parameters. A variety of sensor lenses are available to optimize the coverage pattern for mounting heights from 8’-40’.

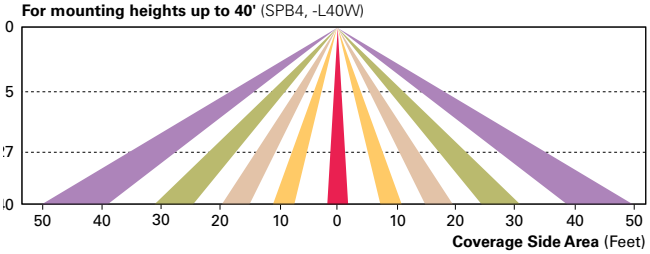
For mounting heights up to 8' (SPB1, -L08)



For mounting heights up to 20' (SPB2, -L20)



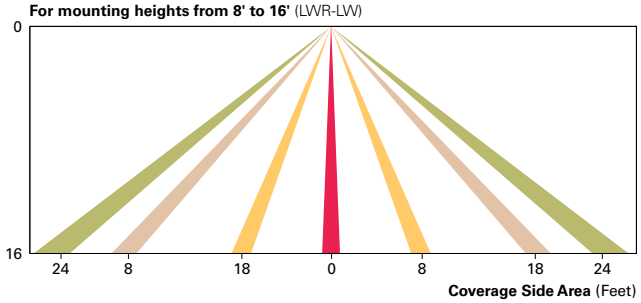
For mounting heights up to 40' (SPB4, -L40W)



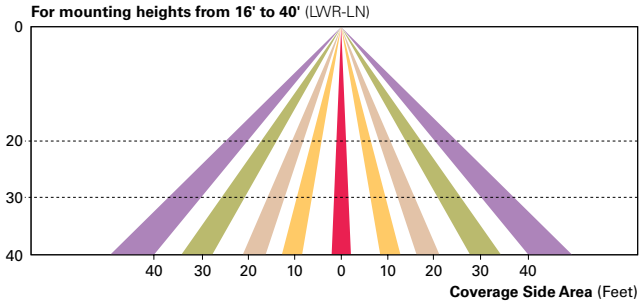
WaveLinx Wireless Control and Monitoring System Available in 7-PIN configurations, the WaveLinx Outdoor control platform operates on a wireless mesh network based on IEEE 802.15.4 standards enabling wireless control of outdoor lighting. Use the WaveLinx Mobile application for set-up and configuration. At least one Wireless Area Controller (WAC) is required for full functionality and remote communication (including adjustment of any factory pre-sets).
WaveLinx Outdoor Control Module (WOLC-7P-10A) A photocontrol that enables astronomic or time-based schedules to provide ON, OFF and dimming control of fixtures utilizing a 7-PIN receptacle. The out-of-box functionality is ON at dusk and OFF at dawn.

Enlighted Wireless Control and Monitoring System (LWR-LW and LWR-LN)
Enlighted is a connected lighting solution that combines LED luminaires with an integrated wireless sensor system. The sensor controls the lighting system in compliance with the latest energy codes and collects valuable data about building performance and use. Software applications turn the granular data into information through energy dashboards and specialized apps that make it simple and help optimize the use of building resources, beyond lighting.

For mounting heights from 8' to 16' (LWR-LW)



For mounting heights from 16' to 40' (LWR-LN)



LumenSafe (LD)
The LumenSafe integrated network camera is a streamlined, outdoor-ready camera that provides high definition video surveillance. This IP camera solution is optically designed to integrate into virtually any video management system or security software platform of choice. No additional wiring is needed beyond providing line voltage power to the luminaire. LumenSafe features factory-installed power and networking gear in a variety of networking options allowing security integrators to design the optimal solution for active surveillance.

Cooper Lighting Solutions
1121 Highway 74 South
Peachtree City, GA 30269
P: 770-486-4800
www.cooperlighting.com
© 2023 Cooper Lighting Solutions
All Rights Reserved.

Specifications and dimensions
subject to change without notice.

ELECTRICAL, LIGHTING, DATA COMMUNICATIONS AND SECURITY PRODUCTS
AND RELATED PRODUCTS, SERVICES AND SOLUTIONS
Executive Summary

Lead Agency: City of Kansas City, Missouri

Solicitation: RFP365

RFP Issued: September 6, 2017

Pre-Proposal Date: September 20, 2017

Response Due Date: October 6, 2017

Proposals Received: #3

Awarded to: Graybar Electric Company, Inc. contract #EV2370

The City of Kansas City, Missouri Procurement Services Division issued RFP #EV2370 on September 6, 2017, to establish a national cooperative contract for Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions.

The solicitation included cooperative purchasing in Section 1. Master Agreement:

The City of Kansas City, MO (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Electrical, Lighting, Data Communications, and Security Products and Related Products, Services and Solutions (herein "Products and Services").

And Section 3. U.S. Communities:

U.S. Communities Government Purchasing Alliance (herein "U.S. Communities") assists Participating Public Agencies to reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein "Lead Public Agencies"). The contracts provide for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Seattle.gov – The Buy Line Blog
- Daily Journal of Commerce, OR
- The Advocate, LA
- The Honolulu Star, HI
- DEMANDSTAR, ONVIA
- City of Kansas City, Missouri
- Merx.com
- The New York State Contract Reporter
- Washington Electronic Business Solution
- U.S. Communities - Website

On October 6, 2017 proposals were received from the following offerors:

- Graybar Electric Company, Inc.
- HB (Delivering Systems LLC/DBA High Biometrics)
- supplyFORCE

Upon evaluation, the committee elected to award to the most responsive proposal Graybar Electric Company, Inc. for electrical, lighting, data communications and security products and related products, services and solutions.

Contract includes:

Graybar offers a robust selection of products in electrical and lighting, data communication and security, hardware, and services. Solution benefits include:

- Comprehensive Products, Services, & Solutions
- Next day service is free of charge for materials stocked in the branch and within the standard service area
- Volume Incentive

Term:

Contract period from February 1, 2018 through January 31, 2023 with the option to renew to for up to three (3) additional two (2) year terms through January 31, 2029.

Pricing/Discount: Discounts are based on Graybar List Price or Cost in effect at the time of order. Visit Graybar landing page *Graybar Online Store* for more details.

OMNIA Partners, Public Sector Landing Pages: https://www.omniapartners.com/publicsector/contracts/supplier-contracts/graybar

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

September 1, 2023

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

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

Based on the Department's review, the competitive bid process used by Omnia is approved for use through **December 31, 2024**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

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

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

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

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase orders to Graybar Electric Co Inc & Southern Lighting & Traffic Systems for 133 decorative iron street light poles and luminaire light fixtures for St Louis Street.
TIF

Amount of Contract:

$646,608.76

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

ATTACHMENTS:

Description	Type	Upload Date
20231205 Graybar Agenda Package POs	Cover Memo	12/6/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/7/2023 - 3:09 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
2620, 2626	2024	(2045) MAJOR PROJECTS	133 DECORATIVE IRON STREET LIGHT POLES AND LUMINAIRE LIGHT FIXTURES FOR ST LOUIS STREET (SEALED BID 5814)	$646,608.76	(075199) GRAYBAR ELECTRIC CO INC; (278464) SOUTHERN LIGHTING & TRAFFIC SYSTEMS

Adopted:

_____

City Clerk

December 6, 2023

To Whom It May Concern:

The attached requisitions are for the 133 decorative light poles and fixtures for the St. Louis Street complete streets construction. The funding for this purchase has been allocated from TIF funds.

Decorative Poles	REQ# 2620	$ 407,740.76
Decorative Fixtures	REQ# 2626	$ 238,868.00
TOTAL		**$ 646,608.76**

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).

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

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Public Works

Bill To	Requisition 00002620-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5023.45.00.0000.0000.0000.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	TRAFFIC ENGINEERING
4359 HALLS MILL RD	852 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	WHITEJ@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	ST. LOUIS ST. PROJECT
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604
	Delivery Reference
	ST. LOUIS ST. PROJECT

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/05/23	075199	12/29/23			MAJOR PROJECTS

LN	Description / Account	Qty	Unit Price	Net Price
001	POLE DUCTILE IRON, DECORATIVE STREET LIGHT POLE, 11' ARCADIAN- FINISH PAINTED BLACK, GFCI RECEPTACLE; ONE PIECE FLARE TOP WITH HIGH TENON HEAVY WALL ASTM A-48-83 BOLT CIRCLE TO BE 12 INCH GALVANIZED ANCHOR BOLTS (4) 1/4"x 24" MUST MATCH SPRING CITY DPS ARC-20-11.00-TN3.50/3.50-GFWI-CW. AS PER MY BID 5814 AND YOUR BID RESPONSE. Vendor Item Inventory Item/Loc 18104	133.00 EACH	3065.72000	407740.76
1	5023.45.00.0000.0000.0000.0000.0000.47020. E G-STLOUIS .LIGHTING . .			407740.76

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
ST. LOUIS ST. PROJECT

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
ST. LOUIS ST. PROJECT

Bill To	Requisition 00002620-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5023.45.00.0000.0000.0000.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	TRAFFIC ENGINEERING
4359 HALLS MILL RD	852 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	WHITEJ@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	ST. LOUIS ST. PROJECT
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604
	Delivery Reference
	ST. LOUIS ST. PROJECT

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/05/23	075199	12/29/23			MAJOR PROJECTS

LN	Description / Account	Qty	Unit Price	Net Price

Requisition Link

Requisition Total 407740.76

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

Account	Amount	Remaining Budget
E G-STLOUIS .LIGHTING . .	407740.76	6621001.24

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

Account	Amount	Remaining Budget
5023.45.00.0000.0000.0000.0000.0000.47020. RESTORE GRANT EXP EQUIPMENT (LESS THAN $5000)	407740.76	21843832.34

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

Activity	Date	Clerk	Comment
Approved	12/05/23	JENNIFER GREENE	
Approved	12/05/23	DONNA BRYARS	Auto approved by: 9105thrr
Approved	12/05/23	TRAVIS MARSHALL	Auto approved by: 9105thrr
Approved	12/05/23	CODY SCOTT	Auto approved by: 9105thrr
Approved	12/05/23	RANDY THREADGILL	
Approved	12/05/23	TAMMY BROADHEAD	Auto approved by: 910518820
Approved	12/05/23	EMILY NORTON	

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00002626-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5023.45.00.0000.0000.0000.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SOUTHERN LIGHTING & TRAFFIC SYSTEMS	TRAFFIC ENGINEERING
113 INDUSTRIAL PARK DRIVE	852 GAYLE STREET
	MOBILE, AL 36604
CUMMING, GA 30040	WHITEJ@CITYOFMOBILE.ORG
Tel#205-999-1950	Delivery Reference
	FOR ST. LOUIS ST PROJECT
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604
	Delivery Reference
	FOR ST LOUIS ST PROJECT

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/05/23	278464	12/30/23			MAJOR PROJECTS

LN	Description / Account	Qty	Unit Price	Net Price
001	LIGHTING FIXTURE, PARAGON ACORN LUMINAIRE, LED KING LUMINAIRE GLOSS BLACK FINISH K124R-R1AR-111-100 (SSL)-1063-120:277-K12-5K-WRS-GLOSS BLACK. AS PER MY BID 5814 AND YOUR BID RESPONSE. Inventory Item/Loc 18075	133.00 EACH	1796.00000	238868.00
1	5023.45.00.0000.0000.0000.0000.0000.47020. E G-STLOUIS .LIGHTING . .			238868.00

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
FOR ST. LOUIS ST PROJECT

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
FOR ST LOUIS ST PROJECT

Requisition Link

Requisition Total 238868.00

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

Bill To	Requisition 00002626-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5023.45.00.0000.0000.0000.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SOUTHERN LIGHTING & TRAFFIC SYSTEMS	TRAFFIC ENGINEERING
113 INDUSTRIAL PARK DRIVE	852 GAYLE STREET
	MOBILE, AL 36604
CUMMING, GA 30040	WHITEJ@CITYOFMOBILE.ORG
Tel#205-999-1950	Delivery Reference
	FOR ST. LOUIS ST PROJECT
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604
	Delivery Reference
	FOR ST LOUIS ST PROJECT

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/05/23	278464	12/30/23			MAJOR PROJECTS

LN	Description / Account	Qty	Unit Price / Amount	Net Price / Remaining Budget
	Account			
	E G-STLOUIS .LIGHTING . .		238868.00	6621001.24

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

Account	Amount	Remaining Budget
5023.45.00.0000.0000.0000.0000.0000.47020.	238868.00	21843832.34

RESTORE GRANT EXP EQUIPMENT (LESS THAN $5000)

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

Activity	Date	Clerk	Comment
Approved	12/05/23	JENNIFER GREENE	
Approved	12/05/23	DONNA BRYARS	Auto approved by: 9105thrr
Approved	12/05/23	TRAVIS MARSHALL	Auto approved by: 9105thrr
Approved	12/05/23	CODY SCOTT	Auto approved by: 9105thrr
Approved	12/05/23	RANDY THREADGILL	
Approved	12/05/23	TAMMY BROADHEAD	Auto approved by: 910518820
Approved	12/05/23	EMILY NORTON	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5814

STREET LIGHTING

VENDORS		SOUTHERN LIGHTING & TRAFFIC SYSTEMS	GRAYBAR	CONSOLIDATED ELECTRICAL DISTRIBUTORS	
Line					
1	LIGHTING FIXTURE, PARAGON ACORN LUMINAIRE-LED KING LUMINAIRE, GLOSS BLACK FINISH K124R-R1AR-III-100 (SSL)-1063-120V-K12-5K-WRS	$ 1,796.00	NO BID	$ 2,450.00	
2	POLE, DUCTILE IRON, DECORATIVE STREET LIGHT POLE 11' ARCADIAN FINISH PAINTED BLACK, GFCI RECEPTACLE ONE PIECE FLARE TOP WITH HIGH TENON HEAVY WALL ASTM A-48-83, BOLT CIRCLE TO BE 12 INCH GALVANIZED ANCHOR BOLTS (4) 3/4 INCH X 24 INCH, MUST MATCH EXISTING POLES SPRING CITY DPSARC-20-11.00-TN3.50/3.50 GFWI-CW	BID PRICE OF $2950.00 LOCAL VENDOR ADJUSTMENT $3245.00	$ 3,065.72	$ 3,800.00	

STATE OF ALABAMA LOCAL VENDOR PREFERENCE LAW 41-16-50 (a) AND (d)

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

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

Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 005

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
05/31/2023	**5814**	**TRAFFIC**	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, FRIDAY, JUNE 16, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.		Dollars	Cents	Dollars	Cents

STREET LIGHTING
THIS BID REPLACES BID 5787

QTY 1-100

LIGHTING FIXTURE, PARAGON ACORN LUMINAIRE-LED,
KING LUMINAIRE, GLOSS BLACK FINISH
K124R-R1AR-III-100(SSL)-1063-120V-K12-5K-WRS
(see attached drawing) NO SUBSTITUIONS MUST MATCH EXISTING

Make_____Model_____

QTY 1-100

POLE, DUCTILE IRON, DECORATIVE, STREET LIGHT POLE,
11' ARCADIAN-FINISH, PAINTED BLACK, GFCI RECEPTACLE,
ONE PIECE FLARE TOP WITH HIGH TENON, HEAVY WALL
ASTM A-48-83, BOLT CIRCLE TO BE 12 INCH GALVANIZED
ANCHOR BOLTS (4) ¾ INCH X 24 INCH, MUST MATCH EXISTING
POLES SPRING CITY DPSARC-20-11.00-TN3.50/3.50-GFWI-CW
(see attached drawing) NO SUBSTITUIONS MUST MATCH EXISTING

Make_____Model_____

Quanties listed are approximations.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

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

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

Firm Name _____

Signature _____

Type or Print Name _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 2 of 2 All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/** If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. Pricing to be firm for a six (6) month period after award of bid. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for five (5) additional six (6) month periods. If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. Questions are not to be directed to a department. Any answers received not via purchasing@cityofmobile.org are not official and will not be honored. **TO BE AWARDED ON A LINE ITEM BASIS**					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

CITY OF MOBILE
SPECIFICATIONS FOR ROADWAY LIGHT POLE & LUMINAIRE
Downtown Standards
April 2023

I. General.

The following are the requirements for ductile iron roadway light pole and luminaire to meet the standards established within Downtown Mobile. The light pole shall consist of a one-piece fluted, tapered pole, anchor bolts, base plate, and any other features as described in this specification. The luminaire shall be an acorn style fixture complete with ring, struts and finial.

II. Light pole.

The pole shall consist of an 8-fluted (alternating curved and flat) tapered shaft manufactured in one piece cast ductile iron per A536-84 Grade 65-45-12. The octagonal pole shall be 11-feet in height with a nominal 20-inch outside bottom diameter at the base (flat to flat). Shaft shall range from approximately 20-inch at the bottom of the shaft to 205-inch at top of shaft with a flared finish width of 5-3/4-inch. The tenon shall be 3-1/2-inch diameter and 3-1/2-inch tall. The pole shall include an access door and tamper proof hex socket security machine screws for fastening to the pole.

The pole shall be primed and finished black.

Each pole will have grounding provisions inside the pole base opposite the access door to accommodate a 1/4-inch ground stud (stud not included).

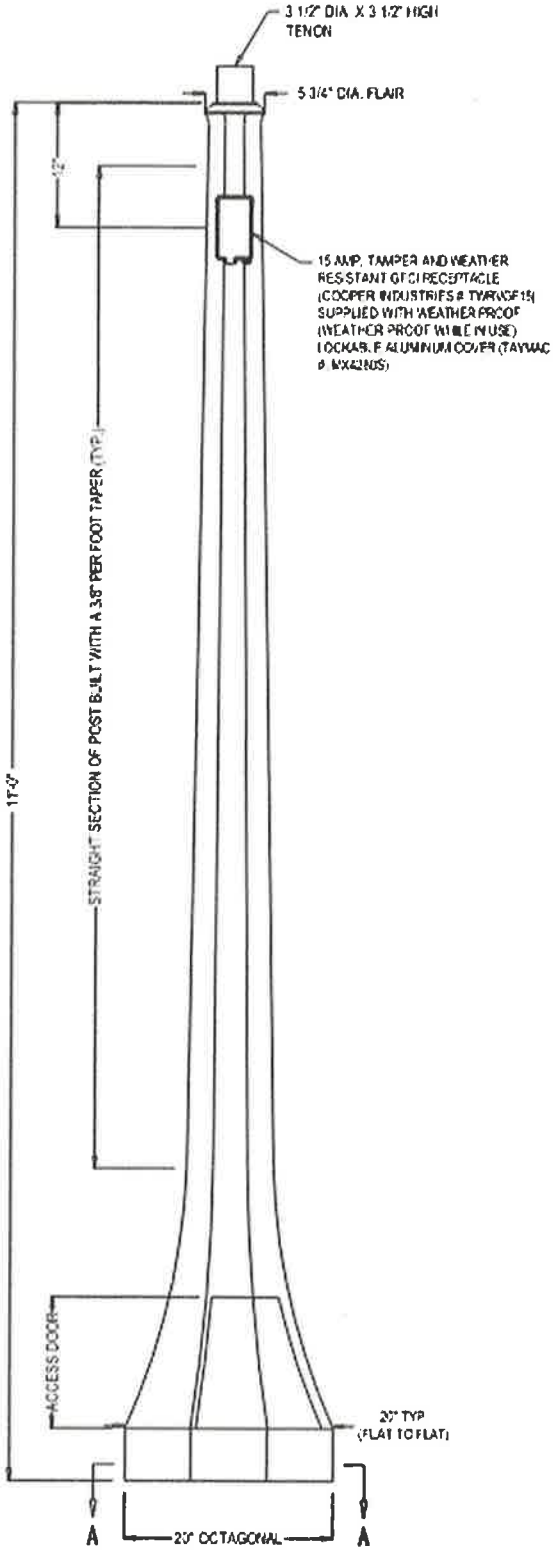
The aluminum base plate of the pole shall be designed to accommodate a 12-inch bolt circle pattern. Pole shall come complete with four 3/4-inch x 24-inch L-type anchor bolts with 3" horizontal bend manufactured of hot-dipped galvanized steel. The anchor bolt assembly shall also include one nut and one washer per bolt. A 3" bolt projection is required.

The pole shall include a GFCI receptacle with in-use weather-proof cover centered 12-inches from top of pole. The cover shall be aluminum and finished textured black to match the pole. Orientation shall be forty-five degrees from access door.

III. Luminaire.

The luminaire shall be a decorative acorn consisting of a textured polycarbonate lens, ring and strut housing and vented finial. The luminaire shall be a 100 W LED fixture, designed for 120-277 voltage and a Type III light distribution. The overall fixture height shall measure 41-11/16-inch. The cast aluminum collar shall be 8-3/8-inch tall and size to accept a 3-1/2 inch diameter by 3-1/2-inch tall pole tenon. The finish shall be textured gloss black.

Example Illustrations.



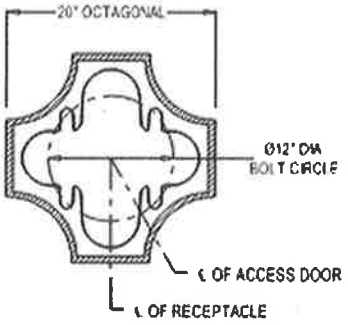
LAMP POST SPECIFICATIONS

STYLE:	ARCADIAN WITH THE MOBILE TOP
HEIGHT	11'-0"
BASE	20" OCTAGONAL (FLAT TO FLAT)
MATERIAL:	ONE PIECE, CAST DUCTILE IRON PER A536-84 GRADE 65-45-12
FINISH	PRIME PAINT THEN FINISH SHERWIN WILLIAMS ACROLON - CLASSIC BLACK
ACCESS DOOR	LOCATED IN BASE SECURED WITH TAMPER PROOF HEX SOCKET SECURITY MACHINE SCREWS
GROUND PROVISIONS	DRILL AND TAP INSIDE WALL OF BASE OPPOSITE ACCESS DOOR TO ACCOMMODATE A 1/4"-20 GROUND STUD (STUD SUPPLIED BY OTHERS)
ANCHOR BOLTS:	(4) 3/4" DIA. X 24" LONG + 3" HOOK (FULLY GALVANIZED WITH 1 GALVANIZED NUT AND 1 GALVANIZED WASHER PER BOLT)
BOLT PROJECTION	3" REQUIRED
TENON:	3 1/2" DIA. X 3 1/2" HIGH

CATALOG NO.

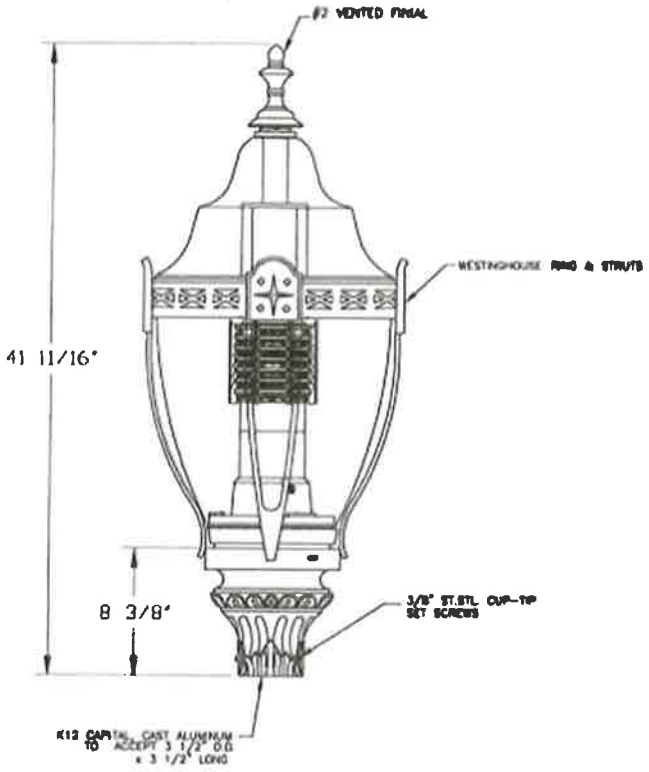
W/ RECEPTACLE	DPSARC-20-11.00-M5-TN3.50-3.50-GFWI-CB
W/O RECEPTACLE:	DPSARC-20-11.00-M5-TN3.50-3.50-CB
ANCHOR BOLTS	323-1NW

- GFCI RECEPTACLE REQUIRED
- ANCHOR BOLTS REQUIRED



SECTION A-A
BASE PLATE DETAIL

Example Illustrations.



LUMINAIRE SPECIFICATIONS

CATALOGUE NO.:	K124-R1AR-III-100(SSL)-1063 -120:277-K12-WRS-4K-BK
GLOBE MOUNTING:	NON-ROTOLOCK
OPTICAL SYSTEM:	REFRACTIVE ARRAY ACRYLIC RIPPLED
IES CLASS.:	TYPE III
WATTAGE:	100W (1063 SERIES) SOLID STATE LIGHTING
LINE VOLTAGE:	120:277V
CCT:	4000K
POLE ADAPTOR:	K12
PAINT:	TEXTURED (GLOSS) BLACK
OPTIONS:	WESTINGHOUSE RING & STRUTS

OPTIONS

QUICK DISCONNECT ☒
TERMINAL BLOCK ☐

PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Kaseware for annual renewal investigation management software for MPD.
Drug Enforcement Expense

Amount of Contract:

$36,000.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20231205 Kaseware Agenda Package POs	Cover Memo	12/5/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/7/2023 - 3:09 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
2483	2024	(1530) POLICE ADMIN SERVICES	ANNUAL RENEWAL OF INVESTIGATION MANAGEMENT SOFTWARE FOR MPD (EXEMPT AS SOFTWARE)	$36,000.00	(297346) KASEWARE

Adopted:

_____
City Clerk

Bill To	Requisition 00002483-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
KASEWARE	POLICE HEADQUARTERS
191 UNIVERSITY BLVD. SUITE 170	2460 GOVERNMENT STREET
5136784272	MOBILE, AL 36606
DENVER, CO 80206	
Tel#5136784272	Delivery Reference
	PC
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/01/23	297346				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	ANNUAL RENEWAL OF SOFTWARE PURCHASED PER BID #5567 AND YOUR QUOTE #1195.			
001	KASEWARE SOFTWARE ANNUAL SUBSCRIPTION RENEWAL-FULL USER LICENSE- START: 10/17/2023-10-16/2024	30.00 EACH	1200.00000	36000.00
	Additional Description Notes			
	KASEWARE SOFTWARE ANNUAL SUBSCRIPTION RENEWAL-FULL USER LICENSE- START: 10/17/2023-10-16/2024			
	QUOTE ATTACHED: 1530			
1	4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS. .			36000.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC			
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET			

Bill To	Requisition 00002483-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
KASEWARE	POLICE HEADQUARTERS
191 UNIVERSITY BLVD. SUITE 170	2460 GOVERNMENT STREET
5136784272	MOBILE, AL 36606
DENVER, CO 80206	
Tel#5136784272	Delivery Reference
	PC
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/01/23	297346				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36606			

Requisition Link

Requisition Total 36000.00

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

Account	Amount	Remaining Budget
E G-DRUG-ST .OPERSUPPLS. .	36000.00	.00

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

Account	Amount	Remaining Budget
4035.30.15.0000.0000.1530.0000.0000.44020.	36000.00	21843832.34

DRUG ENFORCEMENT FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Forward	12/01/23	JAMES BARBER	Automatic Forward to 910519885
Approved	12/01/23	RODNEY GREELEY	Auto approved by: 910519885
Approved	12/01/23	JOSEPH KENNEDY	Auto approved by: 910519885
Approved	12/01/23	Brandi Montgomery	
Approved	12/01/23	WILLIAM JACKSON	Auto approved by: 910519885
Approved	12/01/23	PAUL PRINE	Auto approved by: 910519885
Approved	12/01/23	WILLIAM REED	Auto approved by: 910519885
Approved	12/04/23	TRAVIS MARSHALL	Auto approved by: 9105thrr
Approved	12/04/23	LAPORTSIA NETTLES	Auto approved by: 9105thrr
Approved	12/04/23	RANDY THREADGILL	
Approved	12/05/23	DONALD ROSE	Approved by: 9105fola
Approved	12/05/23	SANDRA LEWIS	Auto approved by: 910516727
Approved	12/05/23	STEVEN KRONINGER	Auto approved by: 910516727
Approved	12/05/23	SAMANTHA COOLEY	Auto approved by: 910516727

Bill To	Requisition 00002483-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
KASEWARE 191 UNIVERSITY BLVD. SUITE 170 5136784272 DENVER, CO 80206 Tel#5136784272	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/01/23	297346				POLICE ADMIN SERVICES

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	12/05/23	JOHN PAINE		Auto approved by: 910516727	
	Approved	12/05/23	MICHAEL SPAFFORD		Auto approved by: 910516727	

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Submitted by:

Relya Gill McMillian
Capital Projects Administrator

Sponsored by:

William S. Stimpson
Mayor

Purpose and Scope of Project:

To transfer $1,750,000 from unassigned fund balance in the General Fund (Fund 1000) to Capital Project #C0718 Animal Shelter Facility. These funds will be used for site work and related expenditures.

Funding Source

Project # C0718 Animal Shelter Facility — **Discretionary Funds**
Project String 2000.2000 — **Contract Number:**
Budget Amendment **REDUCE** **INCREASE**
Grant Funds — **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
New Animal Shelter Facility Cover Memo		12/5/2023

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	12/5/2023 - 10:35 AM
Budget	Moore, Rick	Approved	12/5/2023 - 12:30 PM
Legal	Kern, Chris	Approved	12/7/2023 - 11:45 AM
Legal	Kern, Chris	Approved	12/7/2023 - 11:47 AM
Mayors			12/7/2023 - 3:06

Office	Montgomery, Brandi	Approved	PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, **ALABAMA,** that the sum of $1,750,000.00 be specifically allocated pursuant to Alabama Code Section 11-44C-57 from the Unassigned Fund Balance in the General Fund (Fund 1000) to Capital Improvement Fund (Fund 2000) Capital Project #C0718 Animal Shelter Facility.

These funds will be used for site work and related expenditures for the new animal shelter facility.

ADOPTED:

_____

CITY CLERK

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

To provide janitorial services at the Mobile Alabama Cruise Terminal for 3 years

Amount of Contract:

$41,784.00 per year for 3 years

Funding Source

Project # Mobile Alabama Cruise Terminal - Janitorial Services SC-012-24	**Discretionary Funds**
Project String 60206020-42140	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
SC-012-24 Mobile Alabama Cruise Terminal - Janitorial Services	Cover Memo	11/22/2023

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate Asset Management	Boatwright, Cassie	Approved	12/4/2023 - 5:24 PM
Budget	Moore, Rick	Approved	12/4/2023 - 5:14 PM
Legal	Kern, Chris	Approved	12/7/2023 - 11:52 AM
			12/7/2023 -

Legal	Kern, Chris	Approved	11:58 AM
Mayors Office	Montgomery, Brandi	Approved	12/7/2023 - 3:02 PM

RESOLUTION

2023

Sponsored by:
Mayor William S. Stimpson and Councilmember William Carroll

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

Name of Company:	TOUCHDOWN CLEANING SERVICES, INC. d/b/a PERSONAL TOUCH CLEANING LLC
Project Name:	MOBILE ALABAMA CRUISE TERMINAL – JANITORIAL SERVICE (3-YEAR SERVICE CONTRACT)
Project Number:	SC-012-24
Amount:	$125,352.00 TOTAL CONTRACT VALUE
	$41,784.00 FIRST YEAR $41,784.00 SECOND YEAR $41,784.00 THIRD YEAR

Adopted:

_____
City Clerk

STANDARD SERVICE CONTRACT AGREEMENT BETWEEN CITY OF MOBILE AND SERVICE CONTRACTOR

This **AGREEMENT** made and entered into this _____ day of _____, in the year 20_____,

by and between **THE CITY OF MOBILE**, by its Mayor, duly authorized party of the first part, hereinafter called the "City",

And the **SERVICE CONTRACTOR**: TOUCHDOWN CLEANING SERVICES, INC.
d/b/a PERSONAL TOUCH CLEANING LLC
31446 COLEMAN LANE
SPANISH FORT, ALABAMA 36527

City of Mobile Business License Number: 561720

City of Mobile Vendor Number: 295368

Alabama Secretary of State Entity Number: 000-399-540

for the following PROJECT:

PROJECT NAME: SERVICE CONTRACT – JANITORIAL SERVICES

PROJECT LOCATION: MOBILE, ALABAMA CRUISE TERMINAL
201 SOUTH WATER STREET
MOBILE, ALABAMA 36602

PROJECT NUMBER: SC-012-24

County of Mobile
City of Mobile, Alabama

WITNESSETH, that this Service Contractor and the City of Mobile, for the considerations stated herein, agree as follows:

ARTICLE 1. Statement of Work to be Performed:
1.1 The Service Contractor shall furnish all labor, material, tools, equipment and supplies and perform all work required to provide janitorial services at the Mobile, Alabama Cruise Terminal, in strict accordance with the Contract Documents as listed in Article 6, all of which are made part hereof, as prepared by or under the direction of the Director of Real Estate & Asset Management.

ARTICLE 2. Term of Contract:
2.1 The work shall be commenced on the date of a written Notice to Proceed issued by the Owner. The Term of the Contract is for a period of one (1) year commencing on the date of the Notice to the Service Contractor to Proceed with the option to renew for two (2) additional one-year terms, by notifying the Service Contractor not less than thirty (30) days prior to the expiration date of the preceding term.

ARTICLE 3. Contract Sum:
3.1 The City shall pay the Service Contractor for the Term of the Contract and each of the two (2) additional terms, subject to additions and deductions provided herein, in current funds, the sum as follows:

Year 1 – Initial Term:

Forty-One Thousand Seven Hundred Eighty-Four and no/100 Dollars
(Amount in Words)

$ 41,784.00
(Amount in Numbers)

Year 2 – 1st Additional Term:

Forty-One Thousand Seven Hundred Eighty-Four and no/100 Dollars
(Amount in Words)

$ 41,784.00
(Amount in Numbers)

Year 3 – 2nd Additional Term:

Forty-One Thousand Seven Hundred Eighty-Four and no/100 Dollars
(Amount in Words)

$ 41,784.00
(Amount in Numbers)

Total Contract Amount (Year 1, 2, and 3 Total):

One Hundred Twenty-Five Thousand Three Hundred Fifty-Two and no/100 Dollars
(Amount in Words)

$ 125,352.00
(Amount in Numbers)

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

In case of any discrepancy, the amount in words shall govern this Bid.

3.2 Unit Prices:

UNIT PRICES – for Additional Services

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

Hourly Rates: For work performed outside the basic scope of services and not included in the total Bid:

A. Regular Time (8:00 AM to 5:00 PM, Monday through Friday):
$ 14.50 per hour

B. Overtime (5:00 PM to 8:00 AM, Monday through Friday, and Weekends):
$ 14.50 per hour

C. Overtime Holidays (City Holidays):
$ 14.50 per hour

Parts/Material: Service Contractor's direct cost plus fifteen (15%) percent.

ARTICLE 4. Payments:
4.1 The City shall pay the Service Contractor on account of the Contract as follows:

A. Payments shall be made on a monthly basis in twelve (12) equal installments, for completed work as specified.

B. Original invoices shall be delivered to the Building Services Project Manager for review and approval.

ARTICLE 5. Termination of the Contract:
5.1 The Owner or Service Contractor may terminate the Contract upon thirty (30) days written notice. The Owner shall pay the Service Contractor for work executed and for proven loss with respect to materials, equipment, tools and reasonable overhead.

5.2 The Owner shall not make payment to the Service Contractor for profit and damages, as the result of terminating the Contract.

ARTICLE 6. Contract Documents:
6.1 The contract documents consist of this Agreement, General Conditions of the Contract, and the Specifications (all of which are bound in the Project Manual), Addenda issued prior to the execution of the Contract, The Service Contractor's Proposal as accepted by the City, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification,

appears below:

1. This Instrument (Agreement)
2. Scope of Work
3. Bid Form
4. Exhibit A – Building Layouts
5. Exhibit B – Tentative Cruise Schedule
6. DBE Waiver
7. Alabama Secretary of State Documentation
8. E-Verify Documentation
9. Certificate of Insurance with Endorsements
10. General Conditions

ARTICLE 7. Insurance:

7.1 Required coverage:

7.1.1 For the term of this Agreement, Service 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 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. Comprehensive Liability Insurance (occurrence form) including coverage for premises, products and complete operations, and blanket contractual liability, specifically covering the obligations assumed by the Service Contractor.

1. Bodily injury liability:
   $1,000,000 each person
   $1,000,000 each occurrence
2. Property damage liability - $1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above:
   Bodily injury and property damage combined –$1,000,000 per occurrence
4. General Aggregate limit shall apply on a "Per Project" Basis.

B. Comprehensive – Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles.

1. Bodily injury liability:
   $1,000,000 each person
   $1,000,000 each occurrence
2. Property damage liability - $1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above)
   Bodily injury and property damage combined – $1,000,000 per occurrence

C. Excess/Umbrella Liability Insurance

1. $1,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

2. Providing following form coverage for Employer's Liability, Comprehensive General Liability and Automotive Liability.

D. Workers' Compensation Insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

7.1.2 If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Service 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.

7.1.3 Waiver of Subrogation - all policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

7.1.4 Additional Insured - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to name City of Mobile as an Additional Insured

7.1.5 Primary Insurance - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

7.1.6 Certificates of Insurance - prior to execution of the Agreement, Service Contractor shall deliver to the City of Mobile certificates of insurance certifying the existence and limits of the insurance coverages, noting applicable endorsements, described above, and shall deliver same and renewals thereof to the City of Mobile. The 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.

7.2 General
7.2.1 A Surety authorized to do business in the State of Alabama shall execute and furnish all insurance. Insurance produced outside of the State of Alabama must be signed or countersigned by a Resident Agent of the State of Alabama, with resident agent's name, address and telephone number typed or printed on form.

ARTICLE 8. Miscellaneous Provisions
8.1 Breach of Contract: In the event of any breach or apparent breach by Service Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Service Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with

any litigation or in connection merely with advice and representation provided without litigation.

8.2 Indemnification: Service Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Service Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Service Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Service Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

8.3 Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

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

8.5 Licenses, Permits, etc.: Service Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

8.6 No Agency Relationship Created: Service Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Service Contractor provided for herein are performed, but on the contrary, Service Contractor shall be wholly responsible therefore.

8.7 Anti-discrimination: Service Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable

effort to assure that fifteen (15%) percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

8.8 Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

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

8.10 Public contracts with entities engaging in certain boycott activities: By signing this contract, the Service Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

Remainder of Page Intentionally Left Blank

ARTICLE 9. Signature:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Service Contractor by such duly authorized officers or individuals as may be required by law.

OWNER:	**SERVICE CONTRACTOR:**
CITY OF MOBILE	**TOUCHDOWN CLEANING SERVICES, INC. d/b/a PERSONAL TOUCH CLEANING LLC**
_____	Clinton C. Mosley
Signature	Signature
William. S. Stimpson	Clinton C. Mosley, Owner
Mayor, City of Mobile	Printed Name and Title

(Corporate Seal if applicable)

ATTEST:

_____

City Clerk

STATE OF Alabama
COUNTY OF Baldwin

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Clinton C. Mosley as Owner of Touchdown Cleaning 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 ~~notary~~ Touchdown Cleaning Services Inc.
Sworn to and subscribed for me this 20 day of November, 2023.

_____
NOTARY PUBLIC
My Commission Expires: November 29, 2026

JHARNI JIA HUI LIM
NOTARY
PUBLIC
BALDWIN COUNTY, ALABAMA

Jharni Jia Hui Lim
Notary Public, Alabama State At Large
My Commission Expires November 29th, 2026

SCOPE OF WORK
SC-012-24
November 1, 2023

Scope of Services:
Work to be performed by Service Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, equipment and supplies, and all associated travel time and expenses required to provide and maintain the janitorial services at the Mobile, Alabama Cruise Terminal in accordance with the following:

General Requirements:

1. The Mobile, Alabama Cruise Terminal is a United States Port and is thus under the Department of Homeland Security Rules and Regulations. All workers must have a Transportation Worker Identification Credential (TWIC) badge or be directly supervised at all times by a representative of the Service Contractor with a TWIC badge, in accordance with Department of Homeland Security Regulations. TWIC badges must be worn and visible at all times while working at the Cruise Terminal. TWIC Badge requirements can be found at https://www.tsa.gov/for-industry/twic
2. Coordinate all work with the Cruise Terminal Director; give adequate advanced notice.
3. Service Contractor shall furnish adequate personnel to perform the specified work and shall allow sufficient time to properly do the work (i.e., Service Contractor must not cut work short if overtime pay is required to complete all tasks satisfactorily). This contract does NOT allow for overtime.
4. Work must be supervised at all times to assure that all work is satisfactorily performed.
5. Service Contractor employees must be carefully screened, trained, and supervised by Service Contractor and obtain a TWIC card.
6. When working, employees shall be neat in appearance and wear their TWIC card and have any other proper company identification on their persons.
7. Service Contractor employees shall not use personal telephones, radios, televisions or other electronic devices while on duty.
8. Service Contractor employees shall turn on lights only while cleaning and only in the area being cleaned. All lights (except those designated by the Terminal) shall be turned off when cleaning is complete.
9. Service Contractor employees shall use all means necessary to protect floors, walls, and furnishings from damage caused by Service Contractor equipment and cleaning materials.
10. If Service Contractor causes damages to any Cruise Terminal property in the course of its work, Service Contractor shall immediately notify the Cruise Terminal Director and shall have all repairs or replacements made at no cost to the Cruise Terminal.
11. Service Contractor will coordinate time, building access and other conditions necessary for cleaning with the Cruise Terminal.
12. Service Contractor shall provide all equipment necessary to perform the work as described in this section, including but not limited to: mops, clean mop heads, vacuum cleaners, carts, rags, toilet bowl brushes, extension poles, gloves, personal protective equipment, training, etc.

13. Cruise Terminal shall provide all chemical cleaners, additives, cleaning solutions, etc., along with all can liners. Service Contractor will provide weekly inventory list on all necessary items.
14. Whenever chemicals or cleaning solutions are required, apply in the concentration and quantity as recommended by the manufacturer in accordance with all applicable codes. Updated copies of the Material Safety Data Sheets (MSDS) will be maintained in proper and approved MSDS Books in each janitorial closet as required. All areas shall be properly and thoroughly prepared to receive chemicals and cleaning solutions.
15. In the event of discrepancies, immediately notify the Cruise Terminal Director. Do not proceed with cleaning until all discrepancies have been fully resolved.
16. All areas shall be cleaned according to these specifications and at the time and frequencies designated.
17. No invoices shall be approved for payment if areas are not adequately cleaned. The Service Contractor shall increase cleaning to whatever degree may be found appropriate and subject to approval of the Cruise Terminal Director or Service Contract Project Manager. Follow-up shall be continued as long as the problem persists.
18. Do not disturb items on desks, tables, chairs, etc. If there are items on the floor, contact the Cruise Terminal Director for direction.
19. All surfaces designated shall be dusted with clean cloths, dusters, brushes, etc. Any surface with fingerprints, dirt, markings, etc. shall be cleaned with a clean damp cloth and the appropriate cleansers.
20. All telephones shall be cleaned and sanitized with clean cloths and disinfectant for bacteria, germs, and odor.
21. All drinking fountains, containers, toilet partitions/fixtures etc. shall be cleaned, sanitized and disinfected with the appropriate cleanser, if applicable, using standardized methods/procedures for cleaning.
22. Remove fingerprints, spots, dirt, etc. from furniture, doors, frames, etc. shall be cleaned, sanitized and disinfected with the appropriate cleanser, if applicable, using standardized methods/procedures for cleaning.
23. Clean all glass, (interior only) with an appropriate glass cleaner using standardized methods/procedures for cleaning.
24. All non-carpeted flooring shall be mopped clean with clean water and the appropriate cleanser using standardized methods/procedures for cleaning. Floors shall be polished to maintain protective coating. Floors shall be stripped, cleaned, refinished and machine polished semi-annually. Appropriate sealer shall be used on concrete floors.
25. All carpeted areas of the Cruise Terminal shall be thoroughly vacuumed daily using a commercial vacuum cleaner with a roller brush/brush roll in all areas. All paper, rubbish, visible dirt, stains, etc, shall be removed. Remove all light furniture and vacuum through and around the heavier furniture.
26. Building Layouts are attached, see Exhibit A – Building Layouts.
27. The City of Mobile reserves the right to have any Service Contractor's personnel removed, relocated, and/or barred for any City of Mobile location at any time. Service Contractor will replace the employee immediately upon notification by the Service Contract Project Manager.
28. **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 Stormwater Management on Construction Sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17**

Stormwater Management and Flood Control. All wastewater with oils, grease, etc. shall be properly contained and disposed of. It cannot be directed into the storm drains.

a. Provide protection and conduct janitorial services in ways that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
b. Comply with City of Mobile and Alabama Department of Environmental Management requirements. Pay particular attention to Water Regulations and Allowable Discharges.
c. See City of Mobile Code, Chapter 17, Storm Water Management and Flood Control.
d. Service Contractor will obtain approval of "Best Management Practices" from the City of Mobile's Environmental Services Department before work may commence.
e. Obtain any necessary permits that may be required due to discharges.

SPECIFIC REQUIREMENTS:

- Due to the nature of the Mobile, Alabama Cruise Terminal, the specialized needs of Carnival Cruise Lines (CCL), and the current ship, M/V Spirit, all work must be coordinated with and through the Cruise Terminal Director. Before performing any work, the Service Contractor shall coordinate the time, key access and other conditions for cleaning with the Cruise Terminal Director.
- Scheduling: Daily times to be determined. Days for cleaning scheduled from the beginning of the Agreement through the end of the Agreement are based on Carnival Cruise Lines' schedule and NOT created by the Cruise Terminal or the Building Services Department of the City of Mobile. At present, Carnival has tentative cruise schedules through 2026, however the schedule is subject to change at a moment's notice, see Exhibit B – Tentative Cruise Schedule.
- The Scope of Work is to be divided into: Pre-Cruise Day, Cruise Day, and Post-Cruise Day, as follows:

    - **Pre-Cruise Day (Fridays if Cruise Day is a Saturday, Sunday, or Monday)**
        - The typical Pre-Cruise Day begins at 8:00 am and should be completed by 2:00 pm at the latest to prepare the Terminal, Parking Deck, and Gangways for arrival of the ship. In no instances may Service Contractor's staff start their day before 8:00 am.
        - Restrooms - Clean, disinfect, and re-stock all bathrooms in the Cruise Terminal on Levels 1, 2, & 3:
            - Wipe off the counters, keep soap and paper products well stocked.
            - Urinals and toilets sanitized, flushed and wiped down.
            - Floors swept and mopped.
            - Trash receptacles emptied, as needed.
            - Mirrors are to be cleaned, toilet/urinal partitions to be disinfected/sanitized, and all doors and door handles are to be wiped down.
            - Water Fountains are to be disinfected.

- Terminal Level 2 - carpet vacuumed, window ledges dusted and wiped down, interior windows cleaned, doors are to be cleaned and wiped down, and chairs wiped down.
- Carnival Cruise Line's rooms and Guard Service - office trash cans emptied, carpet vacuumed, and wipe down of door and door handles.
- Security Office can only be accessed with a security personnel present. The office trash cans emptied, carpet vacuumed, and wipe down of door and door handles.
- Employee Break Room shall have all tables and chairs wiped off, counters and sink clean, sweep and mop the floor (items left in the sink are not the Service Contractor's responsibility).
- Monitor all interior and exterior trash cans and ensure they are emptied as needed.
- Mop and remove all spills and stains on hard surface floors.
- Clean and sanitize drinking fountains.
- Fixed Gangway – the interior windows and doors are to be cleaned, and ledges will be dusted and wiped down. Floors are to be swept and mopped.
- Movable Gangway – all railings are to be disinfected, interior windows are to be cleaned (on a monthly basis), floors are to be swept and mopped, all ledges and exposed ductwork are to be dusted and wiped down.
- Elevators – all walls are to be wiped down, floors are to be mopped, and special care is to be followed at the control panel as they are to be disinfected as well.
- Escalators – the landings are to swept and light mopping.
- Staircases – all staircases, Tower, Terminal Building, and Emergency Stairs are to be swept and mopped.
- Balcony is to be swept.
- Parking Deck is to be walked and any trash/rubbish to be picked up and disposed. Replace trash liners in each trash receptacle (the plastic liner in the receptacle will be washed on Post-Cruise Day).
- Terminal Level 1 is to be swept and any trash/rubbish to be picked up and disposed.
- Restock janitorial closest as needed on Levels 1, 2, & 3.
- Parking Deck Tower Levels 2, 3, & 4 will have the windows cleans, window ledges dusted and wiped down, glass doors are to be cleaned (interior and exterior), exterior elevator doors wiped down, trash receptacles cleaned with empty liners, floors swept and mopped.
- Parking Deck Tower Level 1 will have the windows cleans, window ledges dusted and wiped down, glass doors are to be cleaned (interior and exterior), exterior elevator doors wiped down, and carpet vacuumed.
- Terminal Level 1 will have the carpet vacuumed, exterior of elevator door wiped down, all doors and door handles are to be wiped down.
- Terminal Level 3 (Administrative Offices) will have the carpet vacuumed, office trash cans emptied, and liners replaced, as needed. Kitchen area to be cleaned (items left in sink are not the responsibility of the Service Contractor). Dust office furniture and chairs, as needed. Wipe down and disinfect door handles, and railings.

- Building Layouts are attached, see Exhibit A.
- Other duties as requested by the Terminal Director or Service Contract Administrator.

- **Cruise Day**
  - The typical Cruise Day begins at 7:00 am until approximately 4:00 pm or until ship departs. In the event that the ship is delayed, Service Contractor will be notified of revised start time.
  - Restrooms – on a rotating basis, clean, disinfect, and re-stock all restrooms in the Terminal on Levels 1, 2, & 3:
    - Wipe off the counters, keep soap and paper products well stocked.
    - Urinals and toilets sanitized, flushed and wiped down.
    - Floors swept and mopped, as needed.
    - Trash receptacles emptied, as needed.
    - All doors and door handles are to be wiped down.
    - Water Fountains are to be disinfected.
  - Terminal Level 2 – wipe down embarkation desks, railings, and door handles
  - Employee Break Room shall have all tables and chairs wiped off, counters and sink clean, sweep and mop the floor (items left in the sink are not the Service Contractor's responsibility).
  - Monitor all interior and exterior trash cans and ensure they are emptied as needed.
  - Mop and remove all spills and stains on hard surface floors, as needed.
  - Wipe down sink in Terminal Level 1.
  - Fixed Gangway – Floors are to be swept and any trash/rubbish is to be picked up and disposed.
  - Movable Gangway – all railings are to be disinfected, floors are to be swept, and any trash/rubbish is to be picked up and disposed, throughout the day.
  - Balcony is to be swept, any trash/rubbish is to be picked up and disposed, throughout the day.
  - Parking Deck is to be walked and any trash/rubbish to be picked up and disposed, throughout the day.
  - Customs and Border Patrol (CBP) area – upon termination of disembarkation, the CPB area on Terminal Level 1 is to be cleaned including trash can liners to be replaced, sweeping and mopping of non-carpeted floors, vacuuming of all carpeted floors, and any other duties as directed by CBP staff.
  - Keep the building exterior picked up and cleaned during the debark and embark process.
  - Upon closing ensure all areas, including CBP's area on the ground level, halls, elevator landing areas, Level 2 floor security, all non-carpeted surfaces are swept and mopped.
  - All trash can liners are to be replaced, as needed, and liners are to be deposited in the dumpster.
  - All outside trash cans are to be emptied, all tools and equipment are to be replaced in the janitor closets with all mop heads cleaned.

- During heavy rain conditions, the staff will assist in maintaining cleanliness in the gangway and assist the Terminal staff in keeping the water away from the luggage areas.
- Restroom in Terminal Level 1 must be cleaned at least hourly during cruise day and inspected every 30 minutes.
- Building Layouts are attached, see Exhibit A.
- Other duties as requested by the Terminal Director or Service Contract Administrator.

- **Post-Cruise Day (Monday if Cruise Day is a Saturday or Sunday)**
  - The typical Pre-Cruise Day begins at 8:00 am and should be completed by 2:00 pm at the latest to prepare the Terminal, Parking Deck, and Gangways for arrival of the ship. In no instances may Service Contractor's staff start their day before 8:00 am.
  - Restrooms - Clean, disinfect, and re-stock all bathrooms in the Terminal on Levels 1, 2, & 3:
    - Wipe off the counters, keep soap and paper products well stocked.
    - Urinals and toilets sanitized, flushed and wiped down.
    - Floors swept and mopped.
    - Trash receptacles emptied, as needed.
    - Mirrors are to be cleaned, toilet/urinal partitions to be disinfected/sanitized, and all doors and door handles are to be wiped down.
    - Water Fountains are to be disinfected.
  - Terminal Level 2 - carpet vacuumed, window ledges dusted and wiped down, interior windows cleaned, doors are to be cleaned and wiped down, and chairs wiped down.
  - Carnival Cruise Line's rooms and Guard Service - office trash cans emptied, carpet vacuumed, and wipe down of door and door handles.
  - Security Office can only be accessed with a security personnel adjacent. The office trash cans emptied, carpet vacuumed, and wipe down of door and door handles.
  - Employee Break Room shall have all tables and chairs wiped off, counters and sink clean, sweep and mop the floor (items left in the sink are not the Service Contractor's responsibility).
  - Monitor all interior and exterior trash cans and ensure they are emptied as needed.
  - Mop and remove all spills and stains on hard surface floors.
  - Clean and sanitize drinking fountains.
  - Fixed Gangway – the interior windows and doors are to be cleaned, and ledges will be dusted and wiped down. Floors are to be swept and mopped.
  - Movable Gangway – all railings are to be disinfected, interior windows are to be cleaned (on a monthly basis), floors are to be swept and mopped, all ledges and exposed ductwork are to be dusted and wiped down.

- Elevators – all walls are to be wiped down, floors are to be mopped, and special care is to be followed at the control panel as they are to be disinfected as well.
- Escalators – the landings are to swept and light mopping.
- Staircases – all staircases, Tower, Terminal Building, and Emergency Stairs are to be swept and mopped.
- Balcony is to be swept.
- Parking Deck is to be walked and any trash/rubbish to be picked up and disposed. Exterior trash receptacles will have the plastic liner rinsed off and allowed to dry.
- Terminal Level 1 is to be swept and any trash/rubbish to be picked up and disposed.
- Restock janitorial closest as needed on Terminal Levels 1, 2, & 3.
- Parking Deck Tower Levels 2, 3, & 4 will have the windows cleans, window ledges dusted and wiped down, glass doors are to be cleaned (interior and exterior), exterior elevator doors wiped down, trash receptacles cleaned with empty liners, floors swept and mopped.
- Parking Deck Tower Level 1 will have the windows cleans, window ledges dusted and wiped down, glass doors are to be cleaned (interior and exterior), exterior elevator doors wiped down, trash receptacles cleaned with empty liners, carpet vacuumed.
- Terminal Level 1 will have the carpet vacuumed, exterior of elevator door wiped down, all doors and door handles are to be wiped down.
- Terminal Level 3 (Administrative Offices) will have the carpet vacuumed, office trash cans emptied, and liners replaced, as needed. Kitchen area to be cleaned (items left in sink are not the responsibility of the Service Contractor). Dust office furniture and chairs, as needed. Wipe down and disinfect door handles, and railings.
- Building Layouts are attached, see Exhibit A.
- Other duties as requested by the Terminal Director or Service Contract Administrator.

- Building cleanliness is essential to the Mobile, Alabama Cruise Terminal's mission of providing a safe, clean environment for passengers and staff. All work must pass Carnival Cruise Lines stringent quality-controlled checks expected every 90 days and on a random basis. Failure to meet Carnival Cruise Lines standards for quality may be grounds for contract termination.
- All cleaning supplies and can liners to be furnished by the Cruise Terminal.
- All equipment necessary to perform contractor duties are to be furnished by the contractor. The City of Mobile may request the replacement of equipment, vacuum cleaners, mop heads, etc., the Service Contractor will have 24 hours to comply with the request.
- Employees are required to wear company uniforms and show, at all times company identification and TWIC card, with shirts tucked in and non-slip, closed toe shoes.
- The Service Contractor shall provide to the Terminal employee time logs listing employee beginning and end of work times.

- Terminal shall be provided a current list, at all times, of contractor personnel names and contact numbers.

Additional Services:
The City of Mobile, may during the term of this Agreement, request for Additional Services not listed above or for special events. Service Contractor shall supply all the labor, materials, insurance, tools, equipment and supplies, as requested and bill as listed under Section 3.3 UNIT PRICING in the Agreement. All requests for Additional Services will be placed through the Service Contract Project Manager or designee.

END OF SECTION

BID FORM

The following Bid Format shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: City of Mobile, 205 Government St., P.O. Box 1827, Mobile, AL, 36633-1827

REF: PROJECT NAME: SERVICE CONTRACT – JANITORIAL SERVICES

PROJECT LOCATION: MOBILE, ALABAMA CRUISE TERMINAL
201 SOUTH WATER STREET
MOBILE, ALABAMA 36602

PROJECT NO.: SC-012-24

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Building Services Department and dated November 1, 2023; and all Addenda (before submitting any bid it is the Bidder's responsibility to check with the Building Services Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder,

COMPANY NAME: Touchdown Cleaning Services, Inc. dba Personal Touch Cleaning LLC.

ADDRESS: 31446 Coleman Lane, Spanish Fort, AL 36527 **PHONE** (251) 753-8919

CITY OF MOBILE BUSINESS LICENSE NUMBER: 109565

CITY OF MOBILE VENDOR NUMBER: 295368

SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER: n/a
(Note: The Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) [✓] **(A Corporation)**
[ ] **(A Partnership)**
[ ] **(An Individual Doing Business)**

hereby proposes to furnish all labor, materials, tools, equipment and supplies, and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, Section 01000 – Scope of Work, and all applicable laws and regulations for the sum listed below.

The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The term of the Contract shall extend for one (1) year from the date of the Notice to Proceed with the option to renew for two (2) additional one-year terms, by notifying the Service Contractor not less than Thirty (30) days prior to the expiration date of the preceding term.

BID – A specified in section 01000 – Scope of Work

Year 1 – Initial Term: $ 3,482 .00/month x 12 months = $ 41,784 .00

Year 2 – 1st Additional Term: $ 3,482 .00/month x 12 months = $ 41,784 .00

Year 3 – 2nd Additional Term: $ 3,482 .00/month x 12 months = $ 41,784 .00

Total Bid Amount (Year 1, 2, and 3 Total): One Hundred Twenty Five Thousand
(Amount in Words)

Three Hundred and Fifty Two----------Dollars ($ 125,352.00)
(Amount in Numbers)

The City of Mobile reserves the rights to add, remove and modify services, as needed, during the term of this Agreement.

Bids shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents.

UNIT PRICES – for Additional Services as specified in Section 01000 – Scope of Work:

Hourly Rates: For work performed outside the basic scope of services and not included in the total Bid:

A. Regular Time (8am to 5pm, Monday through Friday): $ 14.50 per hour.
B. Overtime (5pm to 8am, Monday through Friday, and Weekends): $ 14.50 per hour
C. Overtime Holidays (City Holidays): $ 14.50 per hour

Parts/Material: Service Contractor's direct cost plus Fifteen (15%) percent.

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

1. BID INCLUDES:
Addendum Number 01, Dated 11/7/23
Addendum Number _____, Dated _____
Addendum Number _____, Dated _____

2. BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, payable to the City of Mobile, in the amount of 5 % of the bid amount, but in no event more than $10,000 as is the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract and to furnish Surety Bonds (if required). Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.
3. NON-DISCRIMINATION: The undersigned Bidder certifies that he/she will comply with Federal, State and local laws concerning discrimination, including Chapter 14, Code of the City of

Mobile, adopted December 10, 1991 and as amended December 18, 2018.

5. SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any. Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out. Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification.

COMPANY NAME:

Touchdown Cleaning Services, Inc. dba Personal Touch Cleaning LLC.
(Typed)

BY: _____
(Signature of Company Officer)

COMPANY OFFICER: Tracy L. Mosley
(Typed)

TITLE Office Manager
(Typed)

DATE November 10, 2023

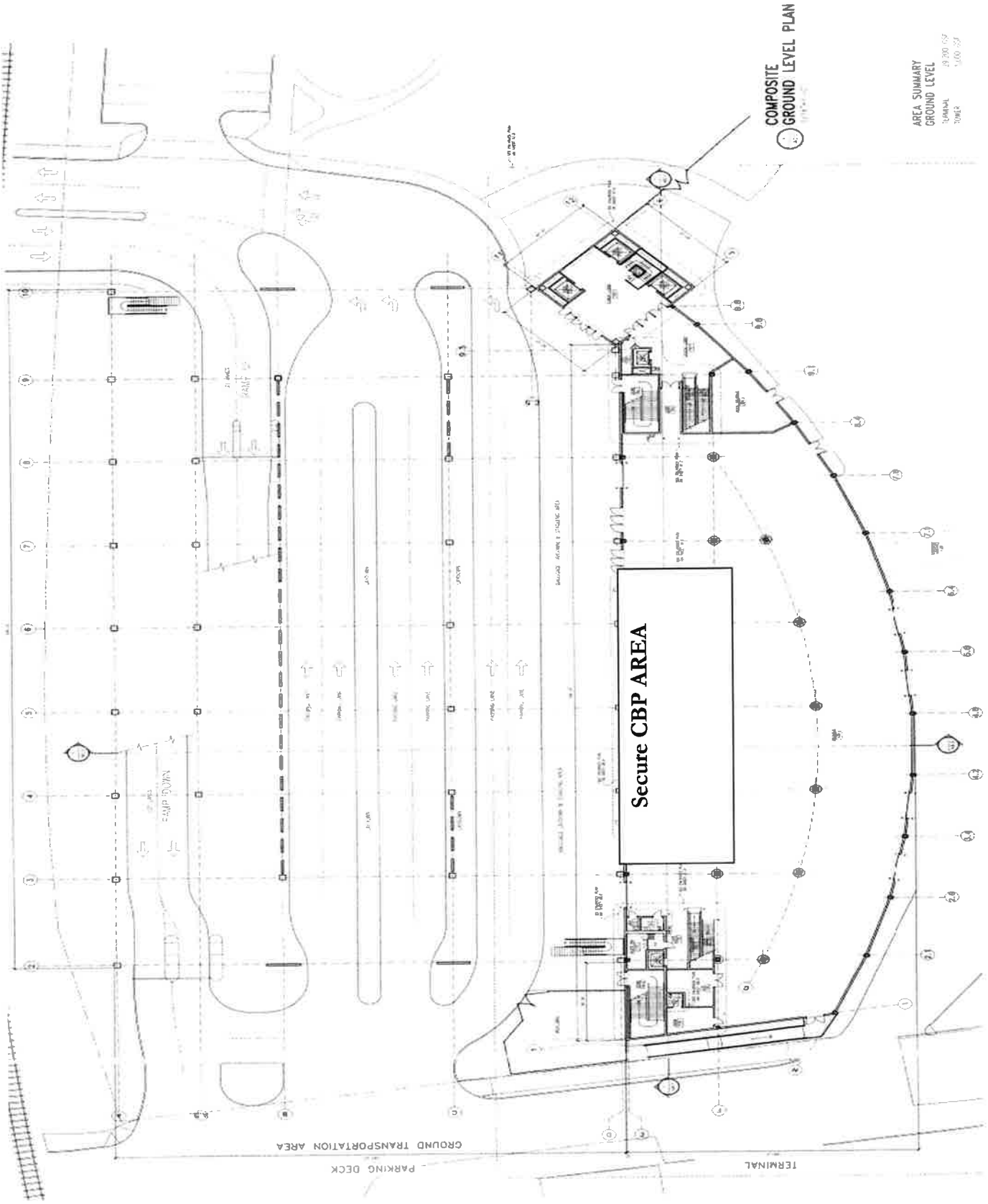
Sworn to and subscribed before me this 10 Nov **day of 20** 23

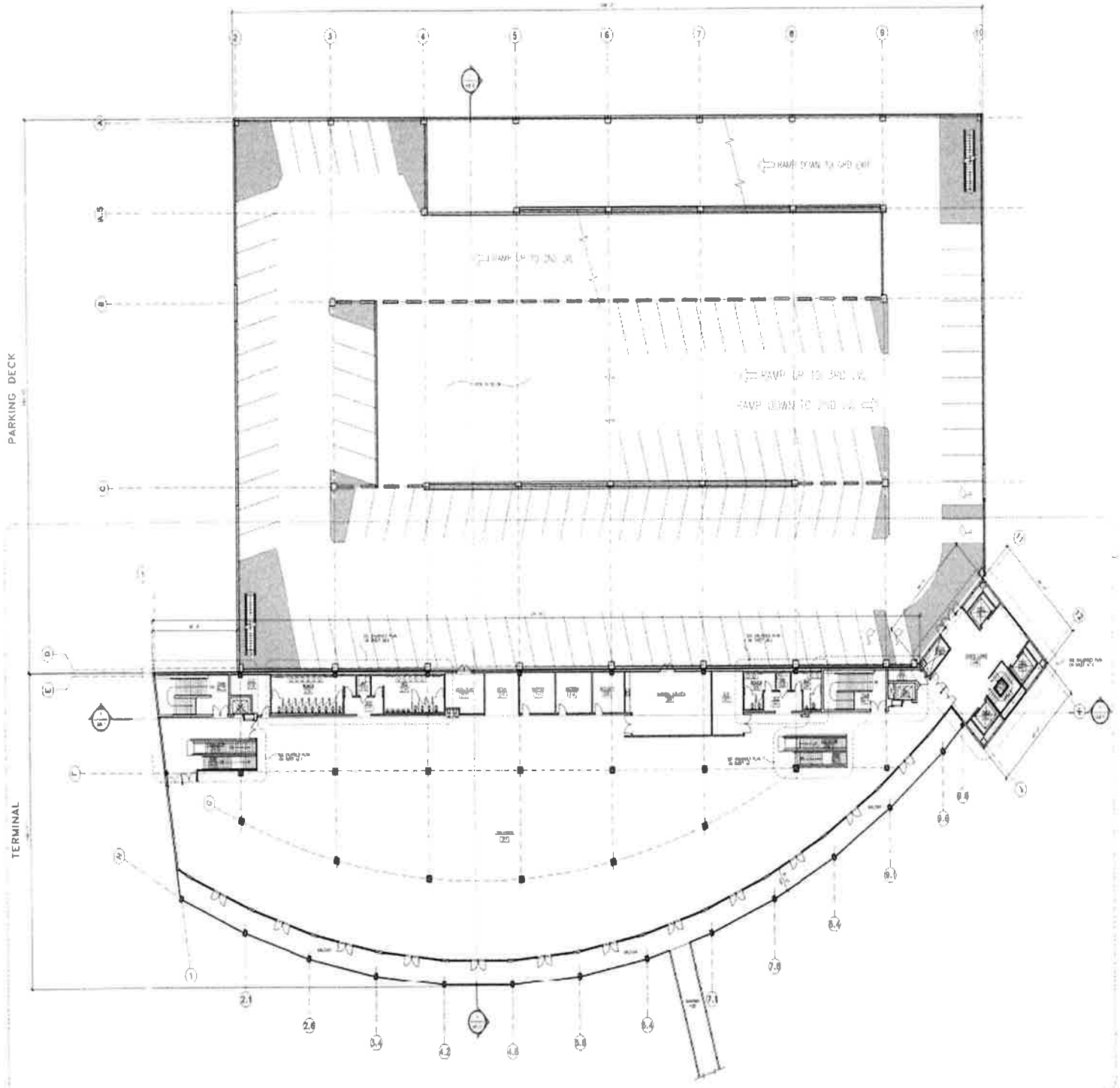
_____ 7/27/25
Notary Public

JEFFREY SCHAFER
NOTARY PUBLIC
STATE OF ALABAMA
COMM. EXP. 07-27-2025

END OF SECTION

EXHIBIT A – BUILDING LAYOUTS

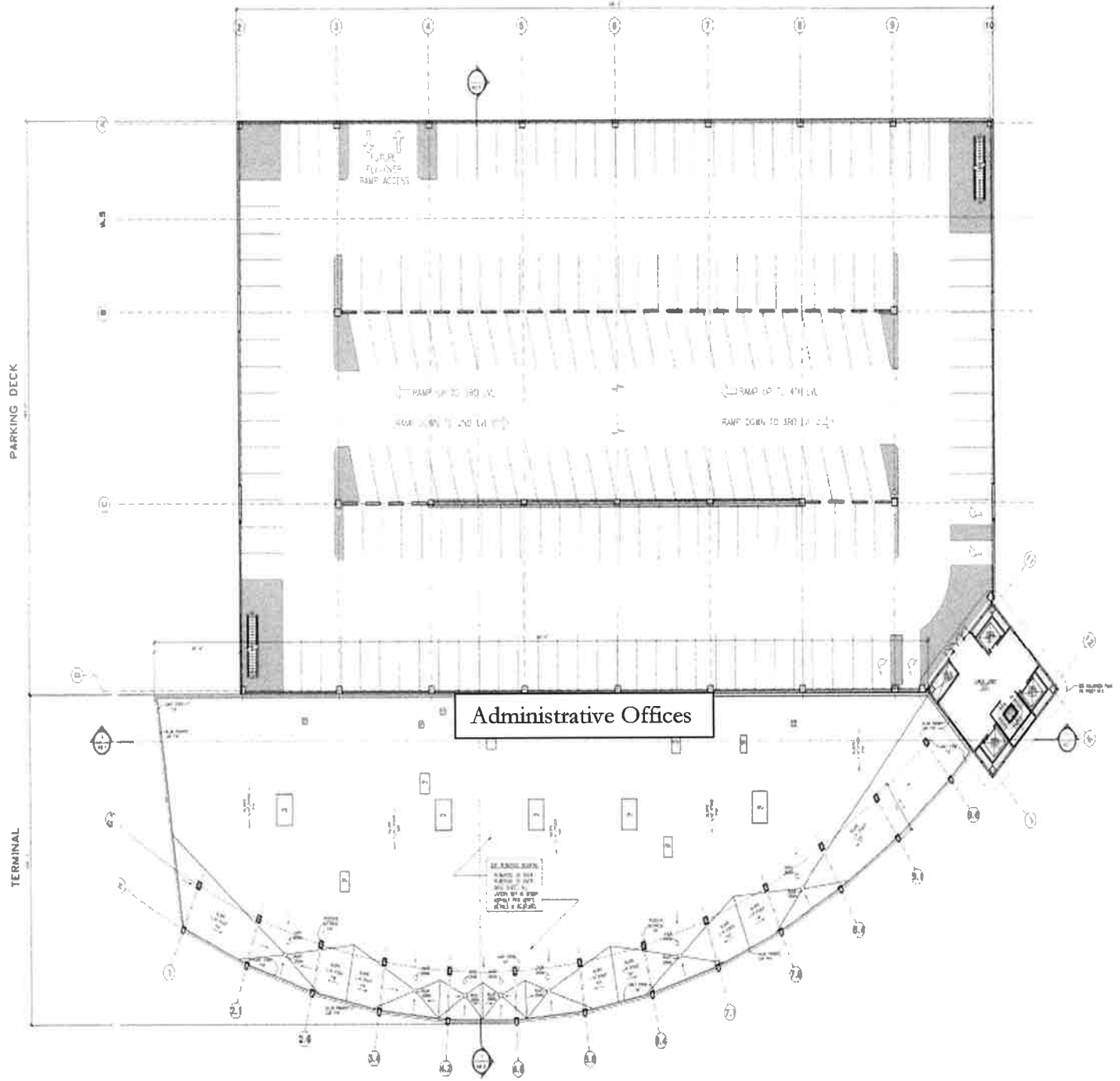




COMPOSITE
SECOND LEVEL PLAN
1/16"=1'-0"

AREA SUMMARY
SECOND LEVEL

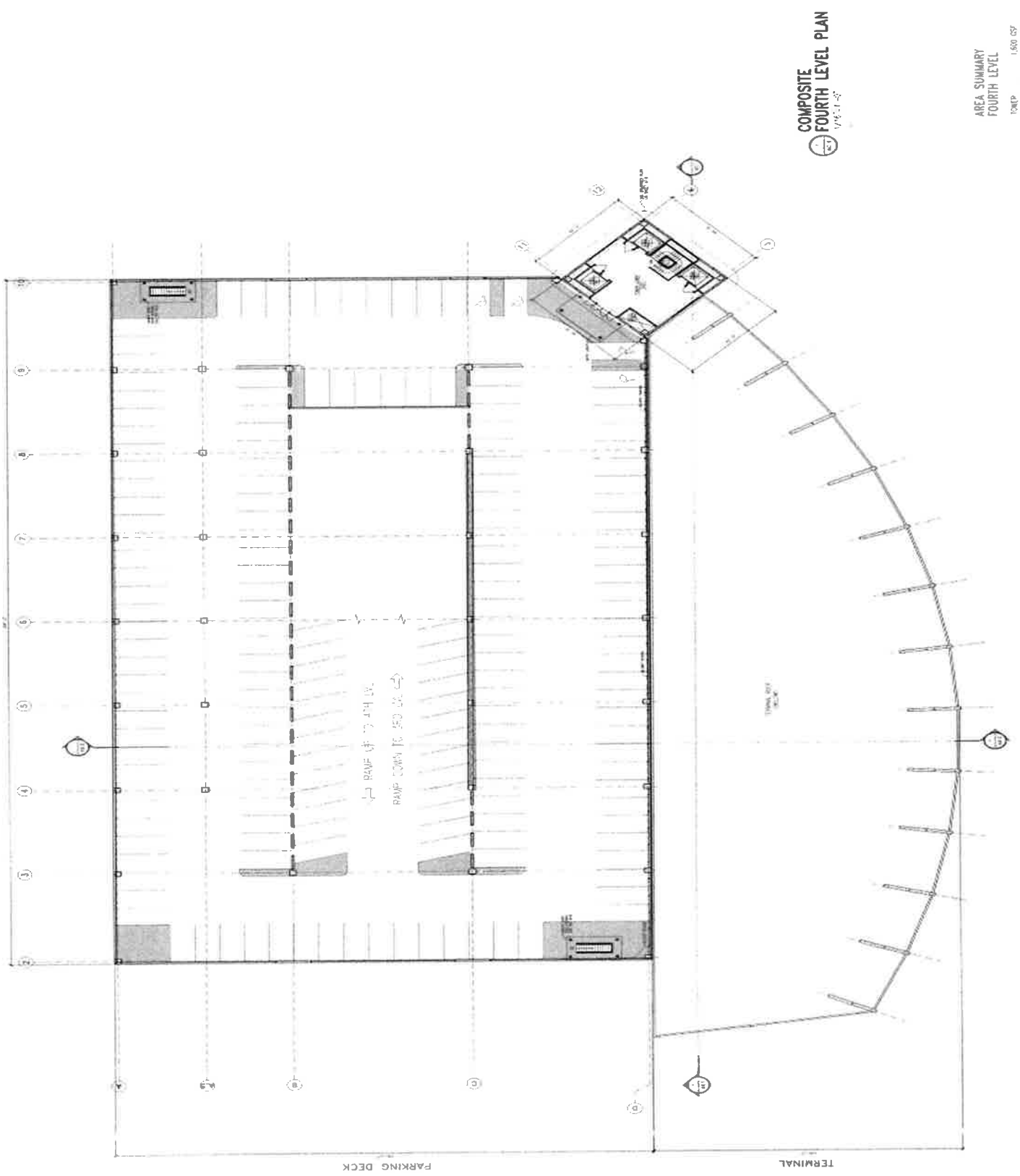
TERMINAL	26,124 GSF
BALCONY	1,076 GSF
TOWER	1,800 GSF
PARKING DECK	56,780 GSF



COMPOSITE
THIRD LEVEL PLAN

AREA SUMMARY
ROOF / THIRD LEVEL

TERMINAL ROOF	29,200 GSF
TOWER	1,600 GSF
PARKING DECK	54,760 GSF



Service Contractor to verify exact dimensions.

End of Section

The Carnival Spirit's Cruise Schedule

2023-2024 Departures from Mobile, Alabama

Date	Day	Length
10/6/2023	Fri	8 days
10/14/2023	Sat	8 days
10/22/2023	Sun	6 days
10/28/2023	Sat	8 days
11/5/2023	Sun	6 days
11/11/2023	Sat	8 days
11/19/2023	Sun	6 days
11/25/2023	Sat	8 days
12/3/2023	Sun	6 days
12/9/2023	Sat	8 days
12/17/2023	Sun	6 days
12/23/2023	Sat	8 days
12/31/2023	Sun	6 days

Date	Day	Length
1/6/2024	Sat	8 days
1/14/2024	Sun	6 days
1/20/2024	Sat	8 days
1/28/2024	Sun	6 days
2/3/2024	Sat	8 days
2/11/2024	Sun	6 days
2/17/2024	Sat	8 days
2/25/2024	Sun	6 days
3/2/2024	Sat	8 days
3/10/2024	Sun	6 days
3/16/2024	Sat	8 days
3/24/2024	Sun	6 days
3/30/2024	Sat	7 days

Cruise Duration	If Ship Leaves On:	It Returns On:
6 Day	Sunday 4:00 pm	Saturday 8:00 am
7 Day	Saturday 4:00 pm	Saturday 8:00 am
8 Day	Friday 4:00 pm	Saturday 8:00 am
8 Day	Saturday 4:00 pm	Sunday 8:00 am

Normal schedule pending unforseen delays.

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# SC-012-24 Current Date 10 / 30 / 23

Project Description Service Contract- Mobile, AL Cruise Terminal - Janitorial Services

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.

Contract to provide self-performed janitorial services for the Mobile, Alabama Cruise Terminal

CHAD HOLM
Requested By (Department Director)

C.B. Holm — Project Manager — 10/30/2023
(Signature) (Title) (Date)

251-208-7519
Telephone Number

Chad.holm@cityofmobile.org
Email Address

Reviewed By (Office of Supplier Diversity)

Archnique Kidd — Supplier Diversity Manager — 11/1/2023
(Signature) (Title) (Date)

Approved By (CAO)

Alabama Secretary of State

Touchdown Cleaning Services, Inc.	
Entity ID Number	000 - 399 - 540
Entity Type	Domestic Corporation
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	08/15/2017
Registered Agent Name	JUSTICE, SHIRLEY M
Registered Office Street Address	ONE ST LOUIS CENTRE SUITE 1000 MOBILE, AL 36602
Registered Office Mailing Address	PO BOX 2025 MOBILE, AL 36652
Nature of Business	PROVIDE RESIDENTIAL/COMMERCIAL CLEANING SERVICES
Capital Authorized	1,000
Capital Paid In	
Directors	
Director Name	MOSLEY, CLINTON CARNELL
Director Street Address	31446 COLEMAN LANE SPANISH FORT, AL 36527
Director Mailing Address	31446 COLEMAN LANE SPANISH FORT, AL 36527
Director Name	MOSLEY, TRACY L
Director Street Address	31446 COLEMAN LANE SPANISH FORT, AL 36527
Director Mailing Address	31446 COLEMAN LANE SPANISH FORT, AL 36527
Incorporators	
Incorporator Name	MOSLEY, CLINTON C
Incorporator Street Address	31446 COLEMAN LANE SPANISH FORT, AL 36527
Incorporator Mailing Address	31446 COLEMAN LANE SPANISH FORT, AL 36527
Annual Reports	

Touchdown Cleaning Services, Inc.	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	2018 2019 2020 2021 2022
Transactions	
Transaction Date	08/24/2017
Miscellaneous Filing Entry	New Entity Effective 08-15-2017 15:29
Scanned Documents	
Document Date / Type / Pages	08/24/2017 Certificate of Formation 4 pgs.

New Search

Company ID Number: 1223619

Approved by:

Employer Touchdown Cleaning Services, Inc.	
Name (Please Type or Print) Tracy L Mosley	Title
Signature Electronically Signed	Date 08/21/2017
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/21/2017

Company ID Number: 1223619

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Touchdown Cleaning Services, Inc.
Company Facility Address	31446 Coleman Lane Spanish Fort, AL 36527
Company Alternate Address	P.O. Box 7192 Spanish Fort, AL 36577
County or Parish	BALDWIN
Employer Identification Number	822488655
North American Industry Classification Systems Code	561
Parent Company	N/A
Number of Employees	20 to 99
Number of Sites Verified for	1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/14/2023

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

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

PRODUCER

StateFarm

Lad Drago
7623 Spanish Fort Blvd

Spanish Fort AL 365275333

CONTACT NAME: Lad Drago
PHONE (A/C, No, Ext): 251-626-1237 FAX (A/C, No):
E-MAIL ADDRESS: lad.drago.pmjq@statefarm.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company (inclu	25178
INSURER B : Hiscox	10200
INSURER C :	
INSURER D : Fire Insurance Exchange	21660
INSURER E :	
INSURER F :	

INSURED

TOUCHDOWN CLEANING SERVICES INC AND PERSONAL TO
30941 MILL LN STE G338

SPANISH FORT AL 365275457

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	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	X	X	UDC-2239416-CGL-21	04/21/2023	04/21/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $5,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	421 0361-F18-01 298 2624-F21-01D 421 0362-F18-01	06/18/2023 06/21/2023 06/18/2023	12/18/2023 12/21/2023 12/18/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ 1,000,000 $ 1,000,000 $ 1,000,000
	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $	X	X	93-CP-D6637	01/18/2023	01/18/2024	EACH OCCURRENCE AGGREGATE	$2,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		4W1555994	02/01/2023	02/01/2024	PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $1,000,000 $1,000,000 $1,000,000

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

PROJECT NAMEJanitorial Services-Mobile, Alabama Cruise Terminal PROJECT#:SC-012-24

City of Mobile is included as an Additional insured in respect to General Liability, Automotive Liability and Umbrella Liability. All policies except workers compensation, shall be 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 The City of Mobile with respect to General Liability, Automotive Liability, Umbrella Liability and Workers Compensation and Employers Liability. 30 day Notice of Cancellation, non-renewal or material change shall applies(except 10 days for non-payment.)

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

This form was system-generated on 02/14/2023

© 1988-2015 ACORD CORPORATION. All rights reserved.

GENERAL CONDITIONS

1. GENERAL REQUIREMENTS:

A. The Contract Documents: The Contract Documents are enumerated in the Standard Service Contract Agreement Between the City of Mobile and the Service Contractor (hereinafter called the Agreement) and consist of the Bidding and Contract Requirements, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.

B. The Contract: The Contract Documents form the Contract for Services. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification.

C. The Work: The term "Work" means the services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Service Contractor to fulfill the Service Contractor's obligations.

D. The Project Manual: The Project Manual is the comprehensive document containing the Bidding and Contract Requirements, the Specifications and other documents as listed.

E. The Bidding and Contract Requirements: The Bidding and Contract Requirements are that part of the Contract Documents consisting of the Invitation to Bid, Instructions to bidders, Service Contractor's Bid, Agreement, Bonds, and General Conditions and other requirements listed in the Agreement.

F. The Specifications: The Specifications are that part of the Contract Documents consisting of written requirements for Services including materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

G. Correlation and Intent of the Contract Documents: The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Service Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Service Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

2. THE OWNER:

A. The "Owner" is the City of Mobile, as identified in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner's designated representative is the Building Services Department, Service Contract Administrator.

3. THE SERVICE CONTRACTOR:

A. The Service Contractor is the person or entity identified as such in the Agreement and is referred throughout the Contract Documents as if singular in number. The Service Contractor shall be lawfully licensed in the City of Mobile and the State of Alabama as required. The Service Contractor shall designate in writing a representative who shall have express authority to bind the Service Contractor with respect to all matters under this Contract. The term "Service Contractor" means the Service Contractor or the Service Contractor's authorized representative.

B. The Service Contractor shall perform the Work in accordance with the Contract Documents.

C. Execution of the Contract by the Service Contractor is a representation that the Service Contractor has visited the site(s), become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

D. The Service Contractor shall be responsible to the Owner for acts and omissions of the Service Contractor's employees and their agents, and other persons or entities performing portions of the Work for, or on behalf of, the Service Contractor.

E. Unless otherwise provided in the Contract Documents, the Service Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for proper execution and completion of the Work.

F. The Service Contractor's technicians or workmen shall be qualified and have had sufficient education, training and experience to perform all Work properly and satisfactorily as prescribed in the Contract Documents.

G. The Service Contractor shall pay all applicable sales, consumer, use and similar taxes for the Work provided by the Service Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

H. Unless otherwise provided in the Contract Documents, the Service Contractor shall secure and pay for all applicable permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

I. The Service Contractor shall perform the Work in accordance with the specified schedules as listed in the Contract Documents.

J. The Service Contractor shall confine operations at the site to areas permitted by the City of Mobile, facility director or building manager, and shall not unreasonably encumber the site with materials or equipment.

K. The Service Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Service Contractor shall remove all waste materials, rubbish, tools, equipment and surplus materials from and about the site. If the Service Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Service Contractor.

L. To the fullest extent permitted by law the Service Contractor shall indemnify and hold harmless the City of Mobile, it's agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Service Contractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. In claims against any person or entity indemnified by an employee of the Service Contractor anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Service Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

M. Additionally, the City of Mobile reserves the rights to have any of Service Contractor's employees removed, barred, and/or restricted from the facility and request the immediate replacement as needed during the term of this Agreement.

4. CHANGES IN THE WORK:

A. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by a written modification based upon agreement between the City and the Service Contractor.

B. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Service Contractor shall proceed promptly, unless otherwise directed.

5. SCHEDULE:

A. **STARTING WORK**: The date of commencement of the Contract is the date established in a written Notice to Proceed. No Work shall commence and no materials shall be ordered before the Notice to Proceed has been issued.

B. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

6. PAYMENTS:

A. CONTRACT SUM: The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the City to the Service Contractor for performance of the Work under the Contract Documents.

B. SCHEDULE OF VALUES: The Schedule of Values allocating the entire Contract Sum to the various portions of the Work, shall be used as a basis for reviewing the Service Contractor's Invoices for Payment.

C. METHOD OF PAYMENT: The City shall pay the Service Contractor on the account of the Contract as follows:

1) Payments shall be made on a monthly basis, for completed work as specified.
2) Invoices for completed Work shall be delivered to the Service Contract Administrator for review and approval upon completion of work as listed in the Scope of Work. Invoices shall list unit pricing in accordance with the approved Schedule of Values.
3) Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

7. SAFETY:

A. The Service Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

B. The Service Contractor shall comply with all Federal, State and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest revision. Service Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

1) employees on the Work and other persons who may be affected thereby;
2) the Work and materials and equipment to be incorporated therein;
3) other property at the site or adjacent thereto.

C. The Service Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing safety of persons or property or their protection from damage, injury or loss.

D. If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

E. The Service Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Service Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable

precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Service Contractor, the Service Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City in writing.

F. In an emergency affecting safety of persons or property, the Service Contractor shall act, at the Service Contractor's discretion, to prevent threatened damage, injury or loss.

8. INSURANCE:

A. The Service Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Work is located such insurance as will protect the Service Contractor from claims set forth below which may arise out of or result from the Service Contractor's operations and completed operations under the Contract and for which the Service Contractor may be legally liable, whether such operations be by the Service Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1) Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed
2) Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Service Contractor's employees;
3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Service Contractor's employees;
4) Claims for damages insured by usual personal injury liability coverage;
5) Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6) Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
7) Claims for bodily injury or property damage arising out of completed operations; and
8) Claims involving contractual liability insurance applicable to the Service Contractor's obligations.

B. The Service Contractor shall take out and maintain during the life of the Contract not less than the following minimum amounts of insurance.

1) Worker's Compensation and Employer's Liability:
   Statutory - amount and coverage as required by law of place in which the work is performed.

2) Comprehensive General Liability:
   The Service Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises product-completed operations) for limits of liability not less than:

a) Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
b) Property Damage	$1,000,000 each occurrence

c) Or Bodily Injury	$1,000,000 combined single limit and Property Damage

Such comprehensive policy shall include the following:

a) All liability of the Service Contractor, for the Service Contractor's Direct Operations.
b) Completed Operations Coverage, thereby meaning any loss which shall occur after the Contract has been completed, but which can be traced back to the Contract.
c) Contractual Liability, meaning thereby, any risk assumed by the Service Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically item (6).
d) Broad Form Property Damage Coverage, including Completed Operations.
e) Personal Injury Liability, with employees exclusions removed.
f) The Service Contractor shall indemnify and save harmless the Owner against all loss, cost, or damage on account of injuries to persons or property occurring in the performance of the Contract, including all reasonable attorney's fees incurred by the Owner, on account thereof.
g) Care, custody, and control for property in the care, custody and control of the Service Contractor.

3) Comprehensive Automobile Liability:

The Service Contractor shall carry for himself and shall require that all owners of automobile or trucks rented or hired on the Contract carry until the Contract is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and Property Damage in amounts not less than the minimum amounts as indicated. The Service Contractor shall also carry for himself insurance for all non-owned and hired automobile at the limits of liability as indicated below:

a) Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
b) Property Damage	$1,000,000 each occurrence
c) Or Bodily Injury and	$1,000,000 combined single limit Property Damage

4) Excess/Umbrella Liability:

a) $1,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. Certificates of insurance acceptable to the Owner shall be filed with the Owner at the time of signing of the Contract, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. Such certificates of insurance shall state that thirty (30) days advance written notice will be

given in the event of cancellation or material change in the coverage.

D. Surety Qualifications: All insurance must be furnished by a Surety licensed to do business in the State of Alabama, must be signed or countersigned by a Licensed Resident Agent of the State of Alabama, and if bid price exceeds $50,000 have a minimum rating of A/Class VI as reported in the latest issue of Best's key Rating Guide Property-Casualty.

E. The insurance required by Section 2. shall be written for not less than limits of liability specified or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until completion of the Contract.

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

9. MISCELLANEOUS PROVISIONS:

A. The Contract shall be governed by the laws of the State of Alabama.

B. The Owner and Service Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

C. No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.

D. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

E. No action or failure to act by the Owner or Service Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

F. Inspections and approvals of portions of the Work shall be made as required by the Contract Documents. The Service Contractor shall give the Owner timely notice of when and where Inspections are to be made so that the Service Contract Administrator or other City personnel may be present for such procedures.

G. Required inspection reports along with approvals shall, unless otherwise required by the Contract Documents, be delivered to the Owner with Invoices for Payment.

H. On all jobs with the City of Mobile, A City License is required. Bidders may obtain information on licensing by writing the City Revenue Department, Post Office Box 1827, Mobile, AL 36633-1827 or calling 208-7454. Successful Bidder must have City License at the time of Bidding.

I. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen (15%) percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

J. The Service Contractor shall secure and pay all required fees and permits and shall pay all taxes on materials, supplies, fixtures and equipment purchased by him (including the city of Mobile sales tax), and shall comply with all laws, regulations and codes applicable to the site on which the Work is to be performed.

K. All work performed shall be in conformance with the appropriate codes of the City of Mobile.

10. TERMINATION OR SUSPENSION OF THE CONTRACT:

A. The Owner may terminate the Contract for cause if the Service Contractor

1) fails to perform service in a satisfactory manner; or
2) repeatedly refuses or fails to supply properly skilled workers or proper equipment or materials; or
3) repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
4) otherwise is guilty of substantial breach of a provision of the Contract Documents.

B. When any of the above reasons exist, the Owner, upon determination that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Service Contractor and the Service Contractor's surety, if any, seven (7) days' written notice, withhold payments and terminate the Contract.

C. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause upon thirty (30) days written notice.

D. In case of such termination for cause or for the Owner's convenience, the Service Contractor shall be entitled to receive payment for Work executed, and costs incurred. The Owner shall not make payment for profit or damages as a result of such termination.

11. CLAIMS AND DISPUTES

A. Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Service Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

B. Claims by either the Owner or Service Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant acting with due diligence, reasonable should have first recognized the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Service Contractor and the other party.

C. In the event of a Claim against the Service Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Service Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

D. Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to litigation.

END OF SECTION

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson and Councilmember Daves

Purpose and Scope of Project:

Perform site work phase at the new Animal Services Facility

Amount of Contract:

$1,744,642.00

Funding Source

Project # New Animal Service Facility - Phase I Surcharging Program BG-054-22	**Discretionary Funds**
Project String C0718 New Animal Service Facility - Phase I Surcharging Program (20002000-48010)	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
BG-054-22 Animal Shelter Routing Package	Cover Memo	12/4/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	12/6/2023 - 3:16 PM
Capital	Rhodes, Brenda	Approved	12/6/2023 - 4:10 PM
Legal	Kern, Chris	Approved	12/7/2023 - 12:32 PM
Mayors Office	Montgomery, Brandi	Approved	12/7/2023 - 3:08 PM

RESOLUTION

2023

Sponsored by:
Mayor William S. Stimpson and Councilmember Joel Daves

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

Name of Company:	J. Hunt Enterprise General Contractors, LLC.
Project Name:	NEW ANIMAL SERVICES FACILITY – PHASE 1 SURCHARGE PROGRAM
Project Number:	BG-054-22
Amount:	$1,744,642.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: New Animal Service Facility - Phase I Surcharging Program

CAPITAL PROJECT #: C0718 (20002000-48010)

CONTRACT AMOUNT: $1,744,642.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: BG-054-22

PROJECT DESCRIPTION: PERFORM A SURCHARGE PROGRAM AND ASSOCIATED SITE WORK AT 1450 MONTLIMAR DRIVE MOBILE, ALABAMA 36609

VENDOR NAME: J. Hunt Enterprise General Contractors, LLC.

VENDOR NUMBER: 298480

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

If different, indicate special rate_____

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

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

Prepared by: Emma Dean – Office Assistant I **Date:** 12/04/2023

_____

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

and the Contractor:
(Name, legal status, address and other information)

J. Hunt Enterprise General Contractors, L.L.C.
9330 Ben Hamilton Rd
Theodore, AL 36582
251-660-1076
City of Mobile Business License Number:98047
Secretary of State Registration Number:000-489-039

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

BG-054-22 New Animal Service Facility – Phase I Surcharging Program
1450 Montlimar Drive
Mobile, Alabama 36609
Perform a surcharge program and associated site work

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

Clark, Geer, Latham & Associates, INC.
3901 Spring Hill Avenue
Mobile, Alabama 36608

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

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.
/
AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:52:22 ET on 09/19/2023 under Order No.3104238820 which expires on 06/30/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1196063287)

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. (See attachment Exhibit A).

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[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 One Hundred Twenty (120) 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)

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:52:22 ET on 09/19/2023 under Order No.3104238820 which expires on 06/30/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1196063287)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Seven Hundred Forty Four Thousand Six Hundred Forty Two and 00/100 ($ $1,744,642.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid: $1,501,742.00
Contingency Allowance: $50,000.00
Total Bid: $1,551,742.00
Alternate: $192,900.00

Total Contract Sum: $1,744,642.00

§ 4.2 Alternates

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

Item	Price
Additive Alternate # 1	$192,900.00

(Table deleted)
(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)
Contingency Allowance: Fifty Thousand and 00/100 ($50,000.00)

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or
(Table deleted)
undertaking work.
D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

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

Item	Units and Limitations	Price per Unit ($0.00)
Provide and install additional wick drains	LF	$2.85
In the event unforeseen soil conditions exist, Contractor shall excavate and dispense of unsuitable on-site material and install structural fill, compacted in place.	CY	$35.00

§ 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)

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:52:22 ET on 09/19/2023 under Order No.3104238820 which expires on 06/30/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1196063287)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Forty (40) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

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

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

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

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

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified.

.3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

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

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

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

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

AIA Document A101 – 2017, Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:52:22 ET on 09/19/2023 under Order No.3104238820 which expires on 06/30/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1196063287)

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

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2
(Paragraphs deleted)
Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

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

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

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

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

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

.2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

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

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:
•Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
a.) Contractor's Release or Waiver of Liens
b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
•Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
•Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
•Any additional close out requirements per the contract documents; and
•Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:52:22 ET on 09/19/2023 under Order No.3104238820 which expires on 06/30/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1196063287)

notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that < J. Hunt Enterprise General Contractors, L.L.C. > has completed the contract for < BG-054-22 New Animal Service Facility – Phase I Surcharging Program 1450 Montlimar Drive Mobile, Alabama 36609 > 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

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:52:22 ET on 09/19/2023 under Order No.3104238820 which expires on 06/30/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1196063287)

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

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

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

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Jeremy Hunt, Owner
9330 Ben Hamilton Road
Theodore, AL 36582
Dana@jhuntgc.com
251-660-1076

§ 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.

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:52:22 ET on 09/19/2023 under Order No.3104238820 which expires on 06/30/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
(1196063287)
User Notes:

.1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America.

.2 Employee's Liability Insurance shall be provided for limits of liability not less than:

A.	Bodily Injury by Accident	$1,000,000 each accident
B.	Bodily Injury by Disease	$1,000,000 each employee
C.	Bodily Injury by Disease	$1,000,000 each policy

.3 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property Damage	$1,000,000 each occurrence; or
C.	Bodily Injury and Property Damage	$1,000,000 combined single limit

.4 Such comprehensive policy shall include the following:

A. All liability of the Contractor, for the Contractor's Direct Operations.
B. Subcontractor's Operations.
C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
D. General Aggregate Limit of $2,000,000 shall apply on a "Per Project" Basis.
E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
F. Broad Form Property Damage Coverage, including Completed Operations.
G. Personal Injury Liability, with employee's exclusions removed.
H. Explosion and Collapse Hazard:
Included or X Not Applicable.
I. Underground Hazard:
Included or X Not Applicable.

.5 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property damage	$1,000,000 each occurrence; or,
C.	Bodily Injury and Property damage	$1,000,000 combined single limit

.6 Umbrella/Excess Liability: $5,000,000 combined single limit each occurrence for bodily injury and/or property damage

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:52:22 ET on 09/19/2023 under Order No.3104238820 which expires on 06/30/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1196063287)

.7 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

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.

.8 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

.9 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

.10 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

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

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:52:22 ET on 09/19/2023 under Order No.3104238820 which expires on 06/30/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1196063287)

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

Init.
/
AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:52:22 ET on 09/19/2023 under Order No.3104238820 which expires on 06/30/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1196063287)

Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other provisions:

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

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

(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
T-1	COVER SHEET	08/09/2023
SC-1.0	SURCHARGE PHASING PLAN	08/09/2023
SC-2.0	SURCHARGE PHASE I PLAN	08/09/2023
SC-2.1	SANITARY SEWER PLAN & PROFILE	08/09/2023
SC-2.2	SURCHARGE PHASE II PLAN	08/09/2023
SC-2.3	SURCHARGE PHASE II COORDINATES – LAYOUT PLAN	08/09/2023
SC-2.4	SURCHARGE SECTIONS VIEWS	08/09/2023
SC-3.0	EROSION AND SEDIMENTATION CONTROL PLAN	08/09/2023
SC-3.1	EROSION AND SEDIMENTATION CONTROL DETAILS	08/09/2023
SC-4.0	SITE DETAILS	08/09/2023
	EXISTING SURVEY (BY LAWLER & COMPANY)	
23-012-1	SHEET 01 OF 5	08/09/2023
23-012-1	SHEET 02 OF 5	08/09/2023
23-012-1	SHEET 03 OF 5	08/09/2023
23-012-1	SHEET 04 OF 5	08/09/2023
23-012-1	SHEET 05 OF 5	08/09/2023

.4 Specifications

Section	Title	Date
DIVISION 1	**GENERAL REQUIREMENTS**	08/09/2023

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:52:22 ET on 09/19/2023 under Order No.3104238820 which expires on 06/30/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1196063287)

01010	SUMMARY OF WORK	08/09/2023
00110	DEFINITION OF TERMS	08/09/2023
00140	SPECIAL CONDITIONS	08/09/2023
DIVISION 2	**SITEWORK**	08/09/2023
02220	SITE DEMOLITION	08/09/2023
02230	SITE CLEARING	08/09/2023
02310	GRADING	08/09/2023
02315	SURCHARGE	08/09/2023
02400	PREFABRICATED VERTICAL DRAINS	08/09/2023
02871	JOBSITE CONSTRUCTION CAMERAS	08/09/2023
	GEOTECHNICAL REPORT	

.5 Addenda, if any:

Number	Date
Addendum A (1)	September 1, 2023
Addendum B (2)	September 5, 2023
Addendum C (3)	September 11, 2023

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

(Paragraph deleted)

.6 Other Exhibits:

(Paragraphs deleted)

§ 9.2

(Paragraph deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:

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

BIDDING AND CONTRACT REQUIREMENTS

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders-AIA Document A701-2018
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Accounting of Sales Tax Form C-3A
	Office of Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor AIA Document A101
Section 00600	Bonds, Certificates and Affidavits
	Performance Bond
	Labor and Material Payment Bond
	E-Verify Documentation (Sample)
	Application and Certificate for Payment-AIA Document G702and G703

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:52:22 ET on 09/19/2023 under Order No.3104238820 which expires on 06/30/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1196063287)

§ 9.2.2 Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm water Management and Flood Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

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

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

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

§ 9.2.6 Severability Clause:
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

§ 9.2.7 Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:52:22 ET on 09/19/2023 under Order No.3104238820 which expires on 06/30/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1196063287)

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

Owner: City of Mobile

Legal Name of Party to Contract:
Contractor:J. Hunt Enterprise General Contractors, LLC

OWNER *(Signature)*

William S. Stimpson, Mayor
(Rows deleted)
(Printed name and title)

CONTRACTOR *(By Signature)*

Jeremy Hunt, Owner
(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 Jeremy Hunt as Owner of < J. Hunt Enterprise General Contractors L.L.C.> 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 26th day of September 2023.

Dana D Harbin
NOTARY PUBLIC
My Commission Expires: 12/2/26

DANA D. HARBIN
STATE OF ALABAMA
NOTARY PUBLIC
EXPIRES DECEMBER 2, 2026

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:52:22 ET on 09/19/2023 under Order No.3104238820 which expires on 06/30/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1196063287)

EXHIBIT A
SCOPE OF WORK

New Animal Services Facility
Phase 1 Surcharging Program

1450 Montlimar Drive
Mobile, Alabama 36609

Project #BG-054-22

The work of this contract consists of relocating a MAWSS sanitary sewer line and surcharging the area of the new animal services facility and the area of potential future expansion of that facility. The site, owned by the City of Mobile, has poor soils, making it necessary to consolidate the soils before embarking on Phase 2, the construction of the animal services facility.

END OF SCOPE OF WORK

THAMES BATRÉ
INSURANCE • SINCE 1891

MEMORANDUM:

Date: September 26, 2023

To: J Hunt Enterprises General Contractors, LLC & City of Mobile

From: Harry W. Mattei

Re: City of Mobile New Animal Services Facility-Phase 1
BG-054-22 Bond #8801303

To Whom It May Concern:

As a representative and Attorney-in-Fact for FCCI Insurance Company, Sarasota, FL regarding the above mentioned Payment and Performance bond and Labor and Material bond for J Hunt Enterprises General Contractors. I give The City of Mobile the authority to date the Power of Attorney, Payment and Performance bond and Labor and Material bond, for the above referenced project, the same date contracts are executed.

If you would be so kind, please let me know what date you use.

If you have any questions regarding this matter, please do not hesitate to call me.

Sincerely,

H W. Mattei

Harry W. Mattei
Attorney-in-Fact
FCCI Insurance Company

2065 Old Shell Road P.O. Box 6989, Mobile, AL 36660 251.473.9000 Fax 251.473.9010 800.514.8132
145 Cove Avenue Gulf Shores, AL 36542 251.968.4322 Fax 251.968.4323

Bond #8801303

PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS: J. Hunt Enterprise General Contractors, L.L.C. 9330 Ben Hamilton Rd Theodore, AL 36582, hereinafter called the Principal, and FCCI Insurance Company, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of One Million Seven Hundred Forty Four Thousand Six Hundred Forty Two and 00/100 Dollars ($1,744,642.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2023 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete City of Mobile, New Animal Service Facility – Phase I Surcharging Program (BG-054-22) 1450 Montlimar Drive, Mobile, Alabama 36609, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

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

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

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2023.

CONTRACTOR AS PRINCIPAL
Company: J. Hunt Enterprises General Contractor, LLC
(Corporate Seal)

By: _____
(Signature)

Name and Title: Jeremy Hunt, Owner

SURETY
Company: FCCI Insurance Company
(Corporate Seal)

By: _____
(Signature)

Name and Title: Peyton L. Mattei, Attorney in Fact

Resident Agent: _____
(Signature)

Name and Title: Peyton L. Mattei, Producer
Company Name: Thames Batre Insurance
Address: 2065 Old Shell Rd Mobile, AL 36607
Phone and Fax: 251-473-9000/251-473-9010

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Anna B Rushing; Harry W Mattei; L Taylor Beville; M Harland Ison Jr; Peyton L Mattei

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $10,000,000.00): $10,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed, this 13th day of May, 2020.

Attest: _____
Christopher Shoucair, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

_____
Christina D. Welch, EVP, General Counsel,
Chief Audit & Compliance Officer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

Notary Public State of Florida
Peggy Snow
My Commission GG 283505
Expires 02/27/2023

_____
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

Notary Public State of Florida
Peggy Snow
My Commission GG 283505
Expires 02/27/2023

_____
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this _____ day of _____, ____

_____
Christina D. Welch, EVP, General Counsel,
Chief Audit & Compliance Officer, Secretary

1-IONA-3592-NA-04, 05/2020

Bond #8801303

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, , J. Hunt Enterprise General Contractors, L.L.C. 9330 Ben Hamilton Rd Theodore, AL 36582, as Principal, and FCCI Insurance Company, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of One Million Seven Hundred Forty Four Thousand Six Hundred Forty Two and 00/100 Dollars ($1,744,642.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2023 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete City of Mobile, New Animal Service Facility – Phase I Surcharging Program (BG-54-22) 1450 Montlimar Drive, Mobile, Alabama 36609, 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 Peyton L. Mattei **Attorney-In-Fact,** as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2023

CONTRACTOR AS PRINCIPAL Company:
J Hunt Enterprises General Contractors, LLC
(Corporate Seal)

By: _____
(Signature)

Name and Title: Jeremy Hunt, Owner

SURETY
Company: FCCI Insurance Company
(Corporate Seal)

By: _____
(Signature)

Name and Title: Peyton L. Mattei, Attorney-in-Fact

Resident Agent: _____
(Signature)

Name and Title: Peyton L. Mattei
Company Name: Thames Batre Insurance
Address: 2065 Old Shell Rd Mobile,36607
Phone and Fax: 251-473-9000/251-473-9010

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Anna B Rushing; Harry W Mattei; L Taylor Beville; M Harland Ison Jr; Peyton L Mattei

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $10,000,000.00): $10,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed, this 13th day of May, 2020.

Attest: _____
Christopher Shoucair, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

_____
Christina D. Welch, EVP, General Counsel,
Chief Audit & Compliance Officer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

Notary Public State of Florida
Peggy Snow
My Commission GG 283505
Expires 02/27/2023

_____
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

Notary Public State of Florida
Peggy Snow
My Commission GG 283505
Expires 02/27/2023

_____
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this _____ day of _____, ____

_____
Christina D. Welch, EVP, General Counsel,
Chief Audit & Compliance Officer, Secretary

1-IONA-3592-NA-04, 05/2020

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	J Hunt Enterprises General Contractors LLC
Address	9330 Ben Hamilton Rd, Theodore, Al 36582
Telephone	251-225-5520
E-Mail	dana@jhuntgc.com

RFP/RFQ Solicitation Number	BG-054-23
Project Description	Mobile Animal Servises Surcharge Programd
Is your company a DBE company?	Yes ☐ No ☑
Work force demographics	Male 24 Female 2 Minority 5 Non-minority _____ SDVO _____ Total #of Employees 26

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Dana Harbin

Signature: Dana Harbin Date: 9-13/2023

Title: Office Manager

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: Dana Harbin Title: Office Manager

Email: dana@jhuntgc.com Phone: 251-660-1076

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 J Hunt Enterprises Your Bid/Proposal Amount $ 1,501,742.00 Date:

09 / 13 / 2023 Description City of Mobile Animal Services Surchage Program

Name of Bidder/Proposer: J Hunt Enterprises

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
Hughes Plumbing and Utility	476-5002	Sewer utility work and trucking	225,262.00	15%	yes	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: J Hunt Enterprises General Contractors

Contact Person: Dana Harbin Phone 251-660-1076 Email dana@jhuntgc.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.
		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.

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

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

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

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

_____

_____

Alabama Secretary of State

J. Hunt Enterprise General Contractors, L.L.C.	
Entity ID Number	000 - 489 - 039
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	01/19/2007
Registered Agent Name	HUNT, JEREMY EDWARD
Registered Office Street Address	9330 BEN HAMILTON ROAD THEODORE, AL 36582
Registered Office Mailing Address	9330 BEN HAMILTON ROAD THEODORE, AL 36582
Nature of Business	ANY LAWFUL ACTIVITY
Members	
Member Name	HUNT, JEREMY
Member Street Address	4657 GOLD MINE ROAD EAST MOBILE, AL 36619
Member Mailing Address	4657 GOLD MINE ROAD EAST MOBILE, AL 36619
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	2020 2021 2022 2023
Transactions	
Transaction Date	06/28/2019
Incorporator/Member/Partner Activity	HUNT, JEREMY
Transaction Date	06/28/2019
Principal Office Changed From	THEODORE, AL
Transaction Date	06/28/2019

J. Hunt Enterprise General Contractors, L.L.C.	
Registered Agent Changed From	HUNT, JEREMY EDWARD 4657 GOLD MINE ROAD EAST MOBILE, AL 36619
Transaction Date	07/01/2019
Agent Mailing Address Changed From	* Added
Transaction Date	07/01/2019
Registered Agent Changed From	HUNT, JEREMY EDWARD 5774 LUNDY RD THEODORE, AL 36582
Transaction Date	09/14/2020
Agent Mailing Address Changed From	HUNT, JEREMY EDW 4657 GOLD MINE ROAD EAST MOBILE, AL 36619
Transaction Date	09/14/2020
Registered Agent Changed From	HUNT, JEREMY EDW 4657 GOLD MINE ROAD EAST MOBILE, AL 36619
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	01/19/2007 Certificate of Formation 2 pgs.
Document Date / Type / Pages	07/01/2019 Registered Agent Change 2 pgs.
Document Date / Type / Pages	07/03/2019 Articles of Amendment 3 pgs.
Document Date / Type / Pages	09/14/2020 Registered Agent Change 2 pgs.

Browse Results New Search

Company ID Number: 710146

Approved by:

Employer J Hunt Enterprises General Contractors, L.L.C	
Name (Please Type or Print) Kathryn G Beam	Title
Signature Electronically Signed	Date 09/11/2013
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/11/2013

Company ID Number: 710146

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	J Hunt Enterprises General Contractors, L.L.C
Company Facility Address	4657 Gold Mine Rd. E Mobile, AL 36619
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	631235305
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

Company ID Number: 710146

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

ALABAMA	1 site(s)

Company ID Number: 710146

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Jeremy E Hunt
Phone Number	(251) 660 - 1076
Fax Number	(251) 660 - 2955
Email Address	Jeremy@JHuntgc.com

Name	Kathryn G Beam
Phone Number	(251) 660 - 1076
Fax Number	(251) 660 - 2955
Email Address	Kathy@JHuntgc.com

Page intentionally left blank

JHUNTEN-01 MSTABLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/28/2023

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

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

PRODUCER Thames Batre' Insurance PO Box 6989 Mobile, AL 36660	CONTACT NAME: Ashley Spaulding, CISR PHONE (A/C, No, Ext): (251) 643-7043 FAX (A/C, No): (251) 473-9010 E-MAIL ADDRESS: ashley@thamesbatre.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Cincinnati Indemnity Company	23280
INSURED J. Hunt Enterprises General Contractors, LLC 9330 Ben Hamilton Road Theodore, AL 36582	INSURER B : Ascot Specialty Insurance Company	
	INSURER C : Evanston Insurance Company	35378
	INSURER D : The Sheffield Fund	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	EPP 0588579	9/3/2021	9/3/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 500,000 10,000 1,000,000 3,000,000 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	EBA 0588579	9/3/2023	9/3/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			ESXS2310002562-01	9/3/2023	9/3/2024	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	3FF3824	1/1/2023	12/31/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
D	Workers Compensation			600-2023-26302-00	1/1/2023	12/31/2023	Per Statute		
A	Equipment Floater			EPP 0588579	9/3/2021	9/3/2024	Leased/Rented		300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: BG-054-22 New Animal Service Facility - Phase I Surcharging Program - 1450 Montlimar Dr., Mobile, AL 36609
Regarding Workers Compensation, Jeremy Hunt is an excluded officer.

With regard to City of Mobile:

General Liability:

SEE ATTACHED ACORD 101

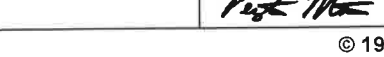
CERTIFICATE HOLDER

City of Mobile
P.O. Box 1827
Mobile, AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: JHUNTEN-01 MSTABLER

LOC #: 1

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Thames Batre' Insurance		J. Hunt Enterprises General Contractors, LLC 9330 Ben Hamilton Road Theodore, AL 36582
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Additional Insured provisions apply with respect to General Liability, subject to form GA 472 05 20, if required by written contract.

Waiver of Subrogation provisions apply with respect to General Liability, subject to form GA 472 05 20, if required by written contract.

Primary & Non-Contributory provisions apply with respect to General Liability, subject to form GA 472 05 20, if required by written contract.

Per Project Aggregate provisions apply with respect to General Liability, subject to form GA 101 12 04, if required by written contract.

Automobile:

Additional Insured provisions apply with respect to Automobile Liability, subject to form AA 288 06 20, if required by written contract.

Waiver of Subrogation provisions apply with respect to Automobile Liability, subject to form AA 288 06 20, if required by written contract.

Primary & Non-Contributory provisions apply with respect to Automobile Liability, subject to form AA 288 06 20, if required by written contract.

Workers' Compensation:

Waiver of subrogation in favor of certificate holder when required by written contract.

ACORD 101 (2008/01) © 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

   a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations 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; and

   b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and included in the "products-completed operations hazard", but only if:

      (1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

      (2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

      If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

      If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

   a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of.*

3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

   This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or 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", 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.

4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured 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, in writing, a permit or authorization.

2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

   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."

C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

E. Section IV - Commercial General Liability Conditions is amended to add the following:

Automatic Additional Insured Provision

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and
2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, Other Insurance, b. Excess Insurance**; or
2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

G. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

H. **Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

Waiver of Subrogation

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this Coverage Part restrict this insurance. Read the entire Coverage Part carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this Coverage Part. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED.**

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V - DEFINITIONS.**

SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; SECTION I - COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY;** or medical expenses under **SECTION I - COVERAGES, COVERAGE C. MEDICAL PAYMENTS.**

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B.**

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the "coverage term" in which "bodily injury" or "property damage" occurs, you did not know, per Paragraph **1.d.** below, that the "bodily injury" or "property damage" had occurred or had begun to occur, in whole or in part.

c. "Bodily injury" or "property damage" which:

(1) Occurs during the "coverage term"; and

(2) Was not, prior to the "coverage term", known by you, per Paragraph **1.d.** below, to have occurred;

includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the "coverage term" in which it first became known by you.

d. You will be deemed to know that "bodily injury" or "property damage" has occurred at the earliest time when any "authorized representative":

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage";

(3) First observes, or reasonably should have first observed, the "bodily injury" or "property damage";

(4) Becomes aware, or reasonably should have become aware, by any means other than as described in **(3)** above, that "bodily injury" or "property damage" had occurred or had begun to occur; or

(5) Becomes aware, or reasonably should have become aware, of a

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

condition from which "bodily injury" or "property damage" is substantially certain to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. **Exclusions**

This insurance does not apply to:

a. **Expected or Intended Injury**

"Bodily injury" or "property damage" which may reasonably be expected to result from the intentional or criminal acts of the insured or which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually expected or intended. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. **Contractual Liability**

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. When a claim for such "bodily injury" or "property damage" is made, we will defend that claim provided the insured has assumed the obligation to defend such claim in the "insured contract". Such defense payments will not reduce the limits of insurance.

c. **Liquor Liability**

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. **Workers' Compensation and Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. **Employer's Liability**

"Bodily injury" to:

(1) An "employee" of the insured sustained in the "workplace";

(2) An "employee" of the insured arising out of the performance of duties related to the conduct of the insured's business; or

(3) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraphs **(1)** or **(2)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. **Pollutant**

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, Paragraph **(a)** does not apply to:

1) "Bodily injury" to any person injured while on any premises, site or location owned or occupied by, or rented or loaned to, you provided:

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

a) The injury is caused by the inadequate ventilation of vapors;

b) The person injured is first exposed to such vapors during the policy period; and

c) Within 30 days of such first exposure, the person injured is clinically diagnosed or treated by a physician for the medical condition caused by the exposure to such vapors. However, Paragraph **c)** does not apply if the "bodily injury" is caused by vapors produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests.

This exception **1)** shall apply only to Named Insureds; we shall have no duty to defend or pay damages for any person or organization that is not a Named Insured. However, this paragraph does not apply if the "bodily injury" is caused by vapors produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests.

For the purpose of the exception granted in Paragraph **1)** only, vapors means any gaseous or airborne irritant or airborne contaminant, including smoke, fumes, vapor or soot, but excluding asbestos, which is discharged, dispersed, emitted, released or escapes from materials, machinery or equipment used in the service or maintenance of the premises. Vapors does not mean any gaseous or airborne irritants or contaminants used in a manufacturing process or which is the product or by-product of any manufacturing process;

2) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor, and the owner or lessee of such premises, site or location has been added to this Coverage Part as an additional insured with respect to your ongoing operations or "your work" performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

3) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

1) Any insured; or

2) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, Paragraph **(d)** does not apply to:

1) "Bodily injury" or "property damage" arising out of the discharge, dispersal, seepage, migration, release, es-

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

cape or emission of fuels, lubricants or other operating fluids, or exhaust gases, which are needed to perform, or are the result of, the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids, or exhaust gases, escape, seep or migrate, or are discharged, dispersed, released or emitted from a vehicle part designed to hold, store or receive them. This exception does not apply if the fuels, lubricants or other operating fluids, or exhaust gases, escape, seep or migrate, or are discharged, dispersed, released or emitted with the intent to cause "bodily injury" or "property damage" or with the knowledge that "bodily injury" or "property damage" is substantially certain to occur, or if such fuels, lubricants or other operating fluids, or exhaust gases, are brought on or to the premises, site or location with such intent to escape, seep or migrate, or be discharged, dispersed, released or emitted as part of the operations being performed by such insured, contractor or subcontractor;

2) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

3) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, Paragraphs **(2)(a)** and **(b)** do not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage to Property

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of an insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days, for which the amount we will pay is limited to the Damage To Premises Rented To You Limit as described in **SECTION III - LIMITS OF INSURANCE**.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage to Your Product

"Property damage" to "your product" arising out of it or any part of it.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

l. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage to Impaired Property or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall of Products, Work or Impaired Property

Any liability or damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal and Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Asbestos

"Bodily injury" or "property damage" arising out of, attributable to, or any way related to asbestos in any form or transmitted in any manner.

q. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)** or **(c)** above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Additional Insured Prior Knowledge

An additional insured added by attachment of an endorsement to this Coverage Part that is seeking coverage for a claim or "suit", if that additional insured knew, per the following paragraph, that "bodily injury" or "property damage" had occurred or had begun to occur, in whole or in part, prior to the "coverage term" in which such "bodily injury" or "property damage" occurs or begins to occur.

An additional insured added by attachment of an endorsement to this Coverage Part will be deemed to have known that "bodily injury" or "property damage" has occurred or has begun to occur at the earliest time when that additional insured, or any one of its owners, members, partners, managers, executive officers, "employees" assigned to manage that additional insured's insurance program, or "employees" assigned to give or receive notice of an "occurrence", "personal and advertising injury" offense, claim or "suit":

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage";

(3) First observes, or reasonably should have first observed, the "bodily injury" or "property damage";

(4) Becomes aware, or reasonably should have become aware, by any means other than as described in **(3)** above, that "bodily injury" or "property damage" had occurred or had begun to occur; or

(5) Becomes aware, or reasonably should have become aware, of a condition from which "bodily injury" or "property damage" is substantially certain to occur.

s. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

t. Distribution of Material in Violation of Statutes

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or

b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **q.** do not apply to "property damage" by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the Damage to Premises Rented To You Limit as described in **SECTION III - LIMITS OF INSURANCE.**

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; SECTION I - COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY;** or medical expenses under **SECTION I - COVERAGES, COVERAGE C. MEDICAL PAYMENTS.**

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B.**

b. This insurance applies to "personal and advertising injury" only if:

(1) The "personal and advertising injury" is caused by an offense arising out of your business; and

(2) The "personal and advertising injury" offense was committed in the "coverage territory" during the policy period; and

(3) Prior to the "coverage term" in which the "personal and advertising injury" offense is committed, you did not know, per Paragraph **1.d.** below, that the offense had been committed or had begun to be committed, in whole or in part.

c. "Personal and advertising injury" caused by an offense which:

(1) Was committed during the "coverage term"; and

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

(2) Was not, prior to the "coverage term", known by you, per Paragraph **1.d.** below, to have been committed;

includes any continuation, change or resumption of that offense after the end of the "coverage term" in which it first became known by you.

d. You will be deemed to know that a "personal and advertising injury" offense has been committed at the earliest time when any "authorized representative":

(1) Reports all, or any part, of the "personal and advertising injury" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "personal and advertising injury";

(3) First observes, or reasonably should have first observed, the offense that caused the "personal and advertising injury";

(4) Becomes aware, or reasonably should have become aware, by any means, other than as described in **(3)** above, that the offense had been committed or had begun to be committed; or

(5) Becomes aware, or reasonably should have become aware, of a condition from which "personal and advertising injury" is substantially certain to occur.

2. **Exclusions**

This insurance does not apply to:

a. **Knowing Violation of Rights of Another**

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. **Material Published With Knowledge of Falsity**

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. **Material Published Prior to Coverage Term**

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the later of the following:

(1) The inception of this Coverage Part; or

(2) The "coverage term" in which insurance coverage is sought.

d. **Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. **Contractual Liability**

"Personal and advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "personal and advertising injury" is caused by or arises out of an offense committed subsequent to the execution of the contract or agreement. When a claim for such "personal and advertising injury" is made, we will defend that claim, provided the insured has assumed the obligation to defend such claim in the "insured contract". Such defense payments will not reduce the limits of insurance.

f. **Breach of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. **Quality or Performance of Goods - Failure to Conform to Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. **Wrong Description of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. **Infringement of Copyright, Patent, Trademark or Trade Secret**

"Personal and advertising injury" arising out of the infringement of copyright, pat-

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

ent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds in Media and Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web-sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **17. a., b.** and **c.** of "personal and advertising injury" under **SECTION V - DEFINITIONS.**

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet is not, by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board any insured hosts, owns, or over which any insured exercises control.

l. Unauthorized Use of Another's Name or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Employment Related Practices

"Personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs **(a), (b)** or **(c)** above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

n. Pollutant

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants" at any time.

o. Pollutant-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

p. Asbestos

"Personal and advertising injury" arising out of, attributable to, or any way related to asbestos in any form or transmitted in any manner.

q. Additional Insured Prior Knowledge

An additional insured added by attachment of an endorsement to this Coverage Part that is seeking coverage for a claim or "suit", if that additional insured knew, per the following paragraph, that a "personal and advertising injury" offense had been committed or had begun to be committed, in whole or in part, prior to the "coverage term" in which such offense

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

was committed or began to be committed.

An additional insured added by attachment of an endorsement to this Coverage Part will be deemed to have known that a "personal and advertising injury" offense has been committed or has begun to be committed at the earliest time when that additional insured, or any one of its owners, members, partners, managers, executive officers, "employees" assigned to manage that additional insured's insurance program, or "employees" assigned to give or receive notice of an "occurrence", "personal and advertising injury" offense, claim or "suit":

(1) Reports all, or any part, of the "personal and advertising injury" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "personal and advertising injury";

(3) First observes, or reasonably should have first observed, the offense that caused the "personal and advertising injury";

(4) Becomes aware, or reasonably should have become aware, by any means other than as described in **(3)** above, that the "personal and advertising injury" offense had been committed or had begun to be committed; or

(5) Becomes aware, or reasonably should have become aware, of a condition from which "personal and advertising injury" is substantially certain to occur.

r. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

s. Distribution of Material in Violation of Statutes

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or

b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

COVERAGE C. MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury on Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation and Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletic Activities

To any person injured while officiating, coaching, practicing for, instructing or participating in any physical exercises or games, sports, or athletic contests or exhibitions of an athletic or sports nature.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.
5. All costs taxed against the insured in the "suit".
6. Prejudgment interest awarded against the insured on that part of the judgment we become obligated to pay and which falls within the applicable limit of insurance. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:
   a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
   c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
   d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
   e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
   a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by,

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Insurance under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. a. The General Aggregate Limit is the most we will pay for the sum of:

(1) Medical expenses under **COVERAGE C. MEDICAL PAYMENTS;**

(2) Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

(3) Damages under **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY.**

This General Aggregate Limit will not apply if either the Location General Aggre-

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

gate Limit of Insurance, Paragraph **2.b.**, or the Construction Project General Aggregate Limit of Insurance, Paragraph **2.c.** applies.

b. A separate Location General Aggregate Limit of Insurance, equal to the amount of the General Aggregate Limit shown in the Declarations, shall apply to each location owned by, or rented or leased to you and is the most we will pay for the sum of:

(1) Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

(2) Medical expenses under **COVERAGE C. MEDICAL PAYMENTS,**

which can be attributed to operations at only a single location owned by, or rented or leased to you.

c. A separate Construction Project General Aggregate Limit of Insurance, equal to the amount of the General Aggregate Limit shown in the Declarations, shall apply to each construction project and is the most we will pay for the sum of:

(1) Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

(2) Medical expenses under **COVERAGE C. MEDICAL PAYMENTS;**

which can be attributed only to ongoing operations and only at a single construction project.

d. Only for the purpose of determining which General Aggregate Limit of Insurance, **2.a., 2.b.,** or **2.c.**, applies:

(1) Location means premises involving the same or connecting lots, or premises, whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

(2) Construction project means a location you do not own, rent or lease where ongoing improvements, alterations, installation, demolition or maintenance work is performed by you or on your behalf. All connected ongoing improvements, alterations, installation, demolition or maintenance work performed by you or on your behalf at the same location for the same persons or organizations, no matter how often or under how many different contracts, will be deemed to be a single construction project.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to **2.a.** above, the Personal and Advertising Injury Limit is the most we will pay under **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to **2. or 3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**; and

b. Medical expenses under **COVERAGE C. MEDICAL PAYMENTS**;

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire or explosion, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to **5.** above, the Medical Expense Limit is the most we will pay under **COVERAGE C. MEDICAL PAYMENTS** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each "coverage term".

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties in the Event of Occurrence, Offense, Claim or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

a "personal and advertising injury" offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Liberalization

If, within 60 days prior to the beginning of this Coverage Part or during the policy period, we make any changes to any forms or endorsements of this Coverage Part for which there is currently no separate premium charge, and that change provides more coverage than this Coverage Part, the change will automatically apply to this Coverage Part as of the latter of:

a. The date we implemented the change in your state; or

b. The date this Coverage Part became effective; and

will be considered as included until the end of the current policy period. We will make no additional premium charge for this additional coverage during the interim.

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** or **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over:

(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar insurance for "your work";

(b) That is Fire or Explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

premises rented to you or temporarily occupied by you with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g. Aircraft, Auto or Watercraft.**

(2) Any other primary insurance available to the insured covering liability for damages arising out of the premises or operations, or the products and completed operations, for which the insured has been added as an additional insured by attachment of an endorsement.

(3) Any other insurance:

(a) Whether primary, excess, contingent or on any other basis, except when such insurance is written specifically to be excess over this insurance; and

(b) That is a consolidated (wrap-up) insurance program which has been provided by the prime contractor/project manager or owner of the consolidated project in which you are involved.

When this insurance is excess, we will have no duty under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** or **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

6. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If:

(1) The earned premium is less than the deposit premium, we will return the excess to the first Named Insured; or

(2) The earned premium is greater than the deposit premium, the difference will be due and payable to us by the first Named Insured upon notice from us.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

7. Representations

By accepting this Coverage Part, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this Coverage Part in reliance upon your representations.

8. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

9. **Transfer of Rights of Recovery Against Others to Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

10. **Two or More Coverage Forms or Policies Issued by Us**

If this Coverage Part and any other Coverage Form, Coverage Part or policy issued to you by us or any company affiliated with us apply to the same "occurrence" or "personal and advertising injury" offense, the aggregate maximum limit of insurance under all the Coverage Forms, Coverage Parts or policies shall not exceed the highest applicable limit of insurance under any one Coverage Form, Coverage Part or policy. This condition does not apply to any Coverage Form, Coverage Part or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Part.

11. **When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast, telecast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. "Advertisement" includes a publicity article. For purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".

2. "Authorized representative" means:

a. If you are designated in the Declarations as:

(1) An individual, you and your spouse are "authorized representatives".

(2) A partnership or joint venture, your members, your partners, and their spouses are "authorized representatives".

(3) A limited liability company, your members and your managers are "authorized representatives".

(4) An organization other than a partnership, joint venture or limited liability company, your "executive officers" and directors are "authorized representatives". Provided you are not a publicly traded organization, your stockholders are also "authorized representatives".

(5) A trust, your trustees are "authorized representatives".

b. Your "employees":

(1) Assigned to manage your insurance program; or

(2) Responsible for giving or receiving notice of an "occurrence", "personal and advertising injury" offense, claim or "suit";

are also "authorized representatives".

3. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

4. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

5. "Coverage term" means the following individual increment, or if a multi-year policy period, increments, of time, which comprise the policy period of this Coverage Part:

a. The year commencing on the Effective Date of this Coverage Part at 12:01 AM standard time at your mailing address shown in the Declarations, and if a multi-year policy period, each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

12:00 AM standard time at your mailing address shown in the Declarations on the earlier of:

(1) The day the policy period shown in the Declarations ends; or

(2) The day the policy to which this Coverage Part is attached is terminated or cancelled.

b. However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".

6. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above;

(2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication,

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in **a.** above or in a settlement to which we agree.

7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "property damage" by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal and advertising injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury", "property damage" or "personal and advertising injury" arising out of construction or demolition operations, within 50 feet of any rail-

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

road property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(2)** above and supervisory, inspection, architectural or engineering activities;

(4) That indemnifies an advertising, public relations or media consulting firm for "personal and advertising injury" arising out of the planning, execution or failure to execute marketing communications programs. Marketing communications programs include but are not limited to comprehensive marketing campaigns; consumer, trade and corporate advertising for all media; media planning, buying, monitoring and analysis; direct mail; promotion; sales materials; design; presentations; point-of-sale materials; market research; public relations and new product development;

(5) Under which the insured, if an advertising, public relations or media consulting firm, assumes liability for "personal and advertising injury" arising out of the insured's rendering or failure to render professional services, including those services listed in Paragraph **(4)**, above;

(6) That indemnifies a web-site designer or content provider, or Internet search, access, content or service provider for injury or damage arising out of the planning, execution or failure to execute Internet services. Internet services include but are not limited to design, production, distribution, maintenance and administration of web-sites and web-banners; hosting web-sites; registering domain names; registering with search engines; marketing analysis; and providing access to the Internet or other similar networks; or

(7) Under which the insured, if a web-site designer or content provider, or Internet search, access, content or service provider, assumes liability for injury or damage arising out of the insured's rendering or failure to render Internet services, including those listed in Paragraph **(6)**, above.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" includes supervisors furnished to you by the labor leasing firm. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement"; or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

18. "Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include but are not limited to substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether the injury or damage is caused directly or indirectly by the "pollutants" and whether:

a. The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or

b. The insured uses, generates or produces the "pollutant".

19. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed; or

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site; or

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a schedule, states that products-completed operations are included.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which money damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

c. An appeal of a civil proceeding.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Workplace" means that place and during such hours to which the "employee" sustaining "bodily injury" was assigned by you, or any other person or entity acting on your behalf, to work on the date of "occurrence".

25. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

26. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

NUCLEAR ENERGY LIABILITY EXCLUSION
(Broad Form)

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

(1) With respect to which an insured under this Coverage Part is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the insured is, or had this Coverage Part not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material", if:

(1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an insured, or **(b)** has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this exclusion:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

A. Any "nuclear reactor";

B. Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

C. Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

D. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is deleted in its entirety and replaced by the following:

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and
2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is deleted in its entirety and replaced by the following:

b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

Includes copyrighted material of ISO Properties, Inc., with its permission.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:

a. The actual cash value of the damaged or stolen property as of the time of the "accident";

b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or

c. $2,500.

Provided the equipment, at the time of the "loss" is:

a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

b. Removable from a permanently installed housing unit as described in Paragraph **2.a.** above; or

c. An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;

b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;

c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and

d. Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replacing the $2,000 Limit of Insurance for bail bonds with $4,000 in **(2)**; and

2. Replacing the $250 Limit of Insurance for reasonable expenses with $500 in **(4)**.

H. Amended Fellow Employee Exclusion

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion **5. Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is $50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.

2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or $1,000, whichever is less.

3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

Includes copyrighted material of ISO Properties, Inc., with its permission.

4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is $3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the $50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.

2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

   a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or

   b. 30 days.

3. Our payment is limited to the lesser of the following amounts:

   a. Necessary and actual expenses incurred; or

   b. $50 per day.

4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions.**

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing $20 per day with $50 per day, and $600 maximum with $1,500 maximum in **Extension a. Transportation Expenses.**

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":

   a. The most we will pay for "loss" in any one "accident" is the greater of:

      (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:

         (a) Overdue lease or loan payments;

         (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;

         (c) Security deposits not refunded by the lessor;

         (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

         (e) Carry-over balances from previous loans or leases, or

      (2) Actual cash value of the stolen or damaged property.

   b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

Includes copyrighted material of ISO Properties, Inc., with its permission.

2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

   "Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H.** "Insured contract", **1.c.** is deleted in its entirety and replaced by the following:

   c. An easement or license agreement;

2. **SECTION V - DEFINITIONS, H.** "Insured contract", **2.a.** is deleted.

Includes copyrighted material of ISO Properties, Inc., with its permission.

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To provide portable toilet rentals during Mardi Gras 2024 at various City of Mobile locations

Amount of Contract:

$69,026.00

Funding Source

Project # Various City of Mobile locations - Portable Toilets Mardi Gras 2024 PS-001-24	**Discretionary Funds**
Project String 10043037-42140	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
PS-001-24 Various City of Mobile locations - Portable Toilets Mardi Gras 2024	Cover Memo	12/5/2023

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate Asset Management	Boatwright, Cassie	Approved	12/5/2023 - 11:38 AM
Budget	Moore, Rick	Approved	12/5/2023 - 12:31 PM
Legal	Kern, Chris	Approved	12/7/2023 - 12:16 PM

Legal	Kern, Chris	Approved	12/7/2023 - 12:17 PM
Mayors Office	Montgomery, Brandi	Approved	12/7/2023 - 3:00 PM

RESOLUTION

2023

Sponsored by:

Mayor William S. Stimpson

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

Name of Company:	POT-O-GOLD RENTALS, LLC
Project Name:	PORTABLE TOILETS MARDI GRAS 2024 @ VARIOUS CITY OF MOBILE LOCATIONS (1-YEAR SERVICE CONTRACT)
Project Number:	PS-001-24
Amount:	$69,026.00

Adopted:

_____

City Clerk

STANDARD SERVICE CONTRACT AGREEMENT BETWEEN CITY OF MOBILE AND SERVICE CONTRACTOR

This **AGREEMENT** made and entered into this _____day of _____, in the year _____,

by and between **THE CITY OF MOBILE**, by its Mayor, duly authorized party of the first part, hereinafter called the "City",

And the **SERVICE CONTRACTOR**: POT-O-GOLD RENTALS, LLC
5237 HENRY ROAD
EIGHT MILE, ALABAMA 36613
TELEPHONE: (888) 768-6465

City of Mobile License Number: 074702

Secretary of State Registration Number: 000-294-485

City of Mobile Vendor Number: 284249

PROJECT NAME: SERVICE CONTRACT –
PORTABLE TOILETS MARDI GRAS 2024

PROJECT LOCATION: VARIOUS CITY OF MOBILE LOCATIONS

PROJECT NUMBER: PS-001-24

County of Mobile
City of Mobile, Alabama

WITNESSETH, that this Service Contractor and the City of Mobile, for the considerations stated herein, agree as follows:

ARTICLE 1. Statement of Work to be Performed:

1.1 The Service Contractor shall furnish all labor, material, tools, equipment and supplies and perform all work required to provide portable toilet units at various City of Mobile locations, in strict accordance with the Contract Documents as listed in Article 6, all of which are made part hereof, as prepared by or under the direction of the Director of Real Estate Asset Management.

ARTICLE 2. Term of Contract:

2.1 The Work shall commence on the date of a written Notice to Proceed, issued by the Owner. The Term of the Contract is for a period of the Scope of Work. The City of Mobile shall have the right to extend the Contract at the end of the term at rates listed on the Schedule of Values, for a period not to exceed thirty (30) calendar days.

ARTICLE 3. Contract Sum:

3.1 The City shall pay the Service Contractor for the term of the Contract, subject to additions and deductions provided herein, in current fund, the sum as follows:

Total Contract Sum (One Term - All Locations):

Sixty-Nine Thousand Twenty-Six and 00/100 Dollars (Amount in Words) ($69,026.00) (Amount in Numbers)

In case of any discrepancy, the amount in words shall govern this Bid.

The City of Mobile reserves the right to add, remove and modify services, as needed during the term of this Agreement.

Bids shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents.

3.2 Schedule of Values (One Term):

Provide One Hundred Twelve (112) standard portable toilets for Twenty (20) days, Thursday, January 25, 2024, to Wednesday, February 14, 2024:
$350.00 per unit x 112 units = $39,200.00

Provide Nineteen (19) ADA accessible portable toilets for Twenty (20) days, Thursday, January 25, 2024, to Wednesday, February 14, 2024:
$440.00 per unit x 19 units = $8,360.00

Provide Eleven (11) Handwashing Stations for Twenty (20) days, Thursday, January 25, 2024, to Wednesday, February 14, 2024:
$350.00 per unit x 11 units = $3,850.00

Provide Eighty-Seven (87) standard portable toilets for Six (6) days, Friday, February 9, 2024, to Wednesday, February 14, 2024:
$155.00 per unit x 87 units = $13,485.00

Provide Nine (9) ADA accessible portable toilets for Six (6) days, Friday, February 9, 2024, to Wednesday, February 14, 2024:
$250.00 per unit x 9 units = $2,250.00

Provide Eleven (11) Handwashing Stations for Six (6) days, Friday, February 9, 2024, to Wednesday, February 14, 2024:

$171.00 per unit x 11 units = $1,881.00

3.3 Unit Prices:

Unit Prices for additional Units outside the scope of Basic Services, the following total rates shall apply:

One (1) Standard portable toilet for Twenty (20) days, Friday, January 25, 2024 to Wednesday, February 14, 2024: $350.00 per unit

One (1) ADA accessible portable toilet for Twenty (20) days, Friday, January 25, 2024 to Wednesday, February 14, 2024: $440.00 per unit

One (1) Handwashing Station for Twenty (20) days, Friday, January 25, 2024 to Wednesday, February 14, 2024: $350.00 per unit

One (1) Standard portable toilet for Six (6) days, Friday, February 9, 2024, to Wednesday, February 14, 2024: $155.00 per unit

One (1) ADA accessible portable toilet for Six (6) days, Friday, February 9, 2024, to Wednesday, February 14, 2024: $250.00 per unit

One (1) Handwashing Station for Six (6) days, Friday, February 9, 2024, to Wednesday, February 14, 2024: $171.00 per unit

ARTICLE 4. Payments:

4.1 The City shall pay the Service Contractor on account of the Contract as follows:

A. Payments shall be made on a monthly basis, for completed work as specified.

B. Original invoices shall be delivered to the Service Contract Project Manager for review and approval.

C. Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

ARTICLE 5. Termination of the Contract:

5.1 The Owner or Service Contractor may terminate the Contract upon thirty (30) days written notice. The Owner shall pay the Service Contractor for work executed and for proven loss with respect to materials, equipment, tools and reasonable overhead.

5.2 The City shall not make payment to the Service Contractor for profit and damages, as the result of terminating the Contract.

ARTICLE 6. Contract Documents:

6.1 The contract documents consist of this Agreement, General Conditions of the Contract, and the Specifications (all of which are bound in the Project Manual), Addenda issued prior to the execution of the Contract, the Service Contractor's Proposal as accepted by the City of Mobile, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. This Instrument (Agreement)
2. Scope of Work
3. Exhibit A – List of Services
4. Exhibit B – Parade Schedule
5. Exhibit C – Locations
6. Bid Form
7. Subcontracting & Major Supplier Plan
8. Secretary of State Business Entity Record
9. E-Verify Documentation
10. Certificates of Insurance with Endorsements
11. General Conditions

ARTICLE 7. Insurance:

7.1 Required coverage:
7.1.1 For the term of this Agreement, Service 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 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. General Liability Insurance - public liability including premises, products and complete operations.

1. Bodily injury liability:
   $250,000 each person
   $500,000 each occurrence
2. Property damage liability - $100,000 each occurrence.
3. Or, in lieu of (1) and (2) above:
   Bodily injury and property damage combined - $500,000 per occurrence

B. Comprehensive - Automobile Liability Insurance including owned, non-owned and hired vehicles.

1. Bodily injury liability:
   $250,000 each person
   $500,000 each occurrence
2. Property damage liability - $100,000 each occurrence.

3. Or, in lieu of (1) and (2) above)
Bodily injury and property damage combined - $500,000 per occurrence

C. Workers' Compensation/Employer's Liability: (when required by statue)
1. Workers' Compensation Insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

Said insurance coverage shall be Primary and Non-Contributory, waiver of subrogation shall apply in favor of the City with respect to all policies and no policy will be altered or terminated unless the City shall be given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate, and this sentence, shall evidence the Service 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.

7.1.2 Certificate of Liability Insurance Endorsement Page
The following language shall be required on the Certificate of Insurance:
City of Mobile in 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 the City of Mobile with respect to all policies. Thirty (30) day notice of cancellation, non-renewal or material change shall apply (except ten <10> days for non-payment).

ARTICLE 8. Miscellaneous Provisions:

8.1 Breach of Contract: In the event of any breach or apparent breach by Service Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Service Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which the City of Mobile may incur with respect to the City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

8.2 Indemnification: Service Contractor agrees to indemnify and hold the City of Mobile, its elected officials, officer, 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 of the performance of this Agreement and/or the activities of the Service Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City of Mobile is alleged to be liable. In the event that the City of Mobile, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Service Contractor hereby agrees to pay all of the costs of defense incurred by the City of Mobile, 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 the Service Contractor or the City of Mobile, and these defenses and matters may be raised on behalf of the City of Mobile in any action or proceeding arising under this Agreement.

8.3 Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

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

8.5 Licenses, Permits, Etc.: Service Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

8.6 No Agency Relationship Created: Service Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City of Mobile, but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City of Mobile may from time to time request, to indicate that it is an independent contractor. The City of Mobile does not and will not assume any responsibility for the means by which or the manner in which the services by Service Contractor provided for herein are performed, but on the contrary, Service Contractor shall be wholly responsible therefore.

8.7 Anti-Discrimination: Service Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent (15%) of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

8.8 Assertion of Rights: Failure by the City of Mobile to assert a right or remedy shall not be construed as a waiver of that right or remedy.

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

8.10 Public contracts with entities engaging in certain boycott activities: By signing this contract, the Service Contractor further represents and agrees that it is not currently engaged

in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

8.11 *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, Acts of God, pandemics, or other reasons 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.

8.12 Assignment/Subletting: Service Contractor shall not assign, sublet, or transfer its interest in this Agreement without written consent of the City of Mobile, which consent will be granted or withheld at the City's sole discretion.

8.13 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.

Remainder of Page Left Intentionally Blank

ARTICLE 9. Signature:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Service Contractor by such duly authorized officers or individuals as may be required by law.

OWNER:
City of Mobile

_____
Signature

William. S. Stimpson
Mayor, City of Mobile

SERVICE CONTRACTOR:
Pot-O-Gold Rentals, LLC

_____
Signature

Dennis G. Flynn, President
Printed Name and Corporate Title

ATTEST:

_____
City Clerk

STATE OF Louisiana
COUNTY OF Tangipahoa

Before me, the undersigned a Notary Public in and for said County and State, personally appeared **Dennis G. Flynn** as **President** of **Pot-O-Gold Rentals, LLC** and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above. Sworn to and subscribed for me this 16th day of November, 2023.

_____
NOTARY PUBLIC
My Commission Expires: At Death

L. WAYNE PEARL
NOTARY PUBLIC
LA. BAR ROLL #30664
STATE OF LOUISIANA
My Commission Expires
At Death

END OF SECTION

SECTION 001000

SCOPE OF WORK
PORTABLE TOILETS MARDI GRAS 2024

Scope of Services:
Work to be performed by Service Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, equipment and supplies, and all associated travel time and expenses required to provide and maintain Portable Toilets and Handwashing Stations at Various Locations for the 2024 Mardi Gras Season as listed under Exhibit A, Locations, in accordance with the terms of this Contract.

1. General:

A. Coordinate all work with the Building Services Project Manager
B. Furnish and maintain toilet paper in all units at all times.
C. Furnish and maintain soap/gel or alcohol/gel and cleaner dispenser in all units at all times.
D. Furnish and maintain soap, water, and paper towels in the dispensers in all handwashing units at all times.
E. Furnish best portable units available, necessary chemicals and cleaning agents to keep units clean and free of odor.
E. Portable toilets shall not be placed near storm drain inlets nor fire hydrants. Maintain Twenty-Five (25) feet minimum distance unless otherwise directed by Service Contract Administrator.
F. Exact location of all portable toilets and handwashing stations to be determined by the Building Services Project Manager

2. Scheduling:

A. Schedule installation of units with the Building Services Project Manager Provide minimum 24 hours advance notice.
B. Install, service and remove all portable toilets in a careful manner with all necessary consideration for neighbors and the public. Avoid interference with the use of and passage to and from adjacent buildings and facilities.
C. Portable toilets are to be serviced daily with chemicals and toilet paper shall be provided. All portable toilets shall be serviced twice on January 25 – February 13, 2024. One (1) additional spot check shall be performed on February 13, 2024 and serviced as required.
D. All portable toilets shall be in place for public use, in accordance with the attached List of Services (Exhibit A). All units shall be completely removed from all locations no later than February 29, 2024.

3. Cleaning:

A. Service each unit when specified by pumping out contents of portable units, cleaning interior of units and replenishing paper supplies, etc. Units are to be serviced with chemicals accepted in the industry.
B. At the end of the period specified, toilets are to be picked up and the site cleared of any debris from the use of the facility. Leave site in a neat and orderly condition.

Additional Services:
The City of Mobile may, during the term of this Agreement, request for Additional Services to add units: Standard, Handicapped Accessible, and Handwashing Stations to additional locations, as needed.

END OF SECTION

1.11 Miscellaneous

1.11.1. All inquiries should be directed to:

Chad Holm
City of Mobile Building Servcies Project Manager
205 Government Street, 5th Floor, South Tower, Room 543
Mobile, AL 36602
251.208.7519
chad.holm@cityofmobile.org

END OF SECTION

EXHIBIT A
PORTABLE TOILETS MARDI GRAS 2024
LIST OF SERVICES

Item # 1 - Provide the follow units for dates January 25th – February 13th, 2024.
112 Standard, 19 ADA, and 11 Handwashing Stations as follows:

1. Four (4) standard units on Claiborne Street near center gate of Civic Center Parking Lot Fence.

2. Five (5) standard units, One (1) ADA unit, and One (1) handwashing station near center of brick wall on the Southeast corner of Civic Center Parking Lot at Canal and Claiborne Streets.

3. Four (4) standard units and One (1) ADA unit near Street Car Shelter on Claiborne Street near Civic Center.

4. Two (2) standard units on outside wall of Church Street Cemetery at Library Pump House.

5. Four (4) standard units at Southeast corner of Government and South Lawrence Streets.

6. Three (3) standard units at Northeast corner of Conti Street and Broad Street.

7. Nine (9) standard units, One (1) ADA unit, and One (1) handwashing station at Spanish Plaza.

8. Sixteen (16) standard units, Four (4) ADA units, and Two (2) handwashing stations at Bienville Square on the northeast corner of Conception Street and St. Francis Street.

9. Five (5) standard units, One (1) ADA unit, and One (1) handwashing station on North side of Wallace Tunnel Ventilation Building.

10. Three (3) standard units and One (1) ADA unit on North side of Theater Street just east of Fort Conde Charlotte House Fence.

11. Three (3) standard units at City Parking Lots on Church Street and South Conception St.

12. Six (6) standard units on the East Side of Fort Conde parking lot between chain link fence and Service Road.

13. Two (2) standard units, One (1) ADA unit, and One (1) handwashing station at Library Administrative Offices, 702 Government Street.

14. Three (3) standard units, One (1) ADA unit, and One (1) handwashing station on the east side of North Jefferson St. at Spring Hill Avenue.

15. Three (3) standard units and One (1) ADA unit at parking lot at 900 St. Anthony Street.

16. Four (4) standard units, One (1) ADA unit, and One (1) handwashing station on Bayou Street side of Ryan Park across from Ryan Tower.

17. Two (2) standard units at Omega Psi Phi Fraternity House, 57 North Broad Street.

18. Two (2) standard units at Joachim Street Parking Lot, Joachim and Church Street.

19. Two (2) standard units at Southeast corner of Broad Street and Canal Street.

20. Four (4) standard units at vacant lot on Broad Street and Dauphin Street.

21. Three (3) standard units at CVS Building north side of Building at Government and Broad Street.

22. Three (3) standard, Three (3) ADA units, and One (1) handwashing station at Texas St. Park near Band and Floats.

23. Five (5) standard units at McDonald's east sidewalk, 658 Government Street.

24. Two (2) standard units and One (1) handwashing station at Police Commander's unit, 109 South Cedar St.

25. Four (4) standard units, One (1) ADA unit, and One (1) handwashing station at Cathedral Square on Southwest corner of North Claiborne Street and Conti Street.

26. Two (2) standard units at Olensky Brothers, corner of South Royal Street and Conti Street.

27. Two (2) standard units at Life-Line Church on 106 South Broad Street.

Item # 2: Provide the follow units for dates February 9th – February 13th, 2024.
87 Standard, 9 ADA, and 11 Handwashing Stations

28. One (1) standard unit and One (1) ADA unit on the northwest corner of Spring Hill Avenue and North Pine Street.

29. Two (2) standard units on vacant lots on Ryland Lane off Dr. Martin Luther King, Jr. Avenue.

30. Two (2) standard units on Maple Street at Dr. Martin Luther King, Jr. Avenue.

31. Two (2) standard units at Stewart Memorial Church, 1266 Dr. Martin Luther King, Jr. Avenue parking lot.

32. Two (2) standard units at 650 St. Francis Street.

33. Three (3) standard units and one (1) ADA unit at intersection of Congress and Dearborn Streets near YMCA at 321 North Warren Street.

34. Three (3) standard units on vacant lot on corner of Congress Street and Lexington Avenue (place near fence).

35. Four (4) standard units, One (1) ADA unit, and One (1) handwashing station at Hodges Funeral Home, 701 Dr. Martin Luther King, Jr. Avenue.

36. Six (6) standard units, One (1) ADA unit, and One (1) handwashing station at Mammoth Hall, Congress and Washington Avenue.

37. Two (2) standard units at Cathedral Square (add to existing units)

38. Three (3) standard units at 809 Government Street

39. Three (3) standard units to southwest corner of Canal Street and Broad Street.

40. Two (2) standard units at corner of Lexington Avenue and St. Stephens Road.

41. Four (4) standard units at Springhill Recreation Center, 1151 Spring Hill Avenue.

42. Three (3) standard units at Church Street and South Broad Street.

43. Four (4) standard units, One (1) ADA unit, and One (1) handwashing station on the Southwest corner of Canal Street and South Claiborne Street.

44. Four (4) standard units, One (1) ADA units, handwashing station at North Lawrence Street and Congress Street.

45. Five (5) standard units and One (1) handwashing station at corner of Dr. Martin Luther King, Jr. Avenue and Clay Avenue.

46. Two (2) standard units at York Barber Shop (Dr. Martin Luther King, Jr. Avenue.)

47. Two (2) standard units at Canal Street and South Warren Street.

48. Four (4) standard units, One (1) ADA unit, and One (1) handwashing station at Lincoln Square Parking Lot, 880 Dr. Martin Luther King, Jr. Avenue.

49. Two (2) standard units at Mt. Olive Church, 409 Lexington Street.

50. Four (4) standard units and One (1) handwashing station at Rehobaom Missionary Church on Springhill Avenue.

51. Two (2) standard units at corner of St. Stephens Road and Rylands Street.

52. Two (2) standard units at northeast corner of Government Street and Marine Street.

53. Five (5) standard units, One (1) ADA unit, and One (1) handwashing station for Fort Conde

Kid's Day.

Item # 3 Provide the follow units for Sunday, February 19, 2023, Joe Cain Day (run) only:

54. Three (3) standard units and One (1) ADA unit at Canal Street and South Broad Street

55. Three (3) standard units, One (1) ADA unit, and One (1) handwashing station at corner of South Broad Street and Augusta Street

56. All Six (6) standard units and Two (2) ADA units will be relocated after the Joe Cain Run per Service Contracts Administrator's direction.

57. Three (3) standard units and one (1) ADA unit at Warren Street and State Street

58. Three (3) standard units along the North median on Canal Street, just East of the "Ice Box" and West of Scott Street.

59. Two (2) standard units under I-10 ramp at Water Street and Monroe Street (MPD Mardi Gras Impound Lot).

NOTE – These locations and quantities are subject to change. The City of Mobile will make every attempt to supply the Service Contractor with updated information on any changes to parade routes and unit locations. Service Contractor is required to respond and make necessary changes upon receipt of change. All units must be removed by February 29th, 2024.

END OF SECTION

Exhibit B

2024 Parade Schedule

Friday, January 26
6:30 p.m. - Conde Cavaliers (Mobile, Route A)

Saturday, January 27
2 p.m. - Bayport Parading Society, Mystic DJ Riders (Mobile, Route A)
6:30 p.m. - Pharaohs, Conde Explorers (Mobile, Route A)

Thursday, February 1
6:30 p.m. - Order of Polka Dots (Mobile, Route A)

Friday, February 2
6:30 p.m. - Order of Inca (Mobile, Route A)

Saturday, February 3 (Senior Bowl)
1 p.m. - Mobile Mystics, Mobile Mystical Revelers, Mobile Mystical Friends (Mobile, Route A)
6:30 p.m. - Maids of Mirth (Mobile, Route G), Order of Butterfly Maidens, Krewe of Marry Mates, Order of Hebe (Mobile, Route A)

Sunday, February 4
6:30 p.m. - Neptune's Daughters, Order of Isis (Mobile, Route A)

Monday, February 5
6:30 p.m. - Order of Venus, Miracle On the Bay, Order of Many Faces (Mobile, Route A)

Tuesday, February 6
6:30 p.m. - Order of LaShe's; Order of Olympia (Mobile, Route A)

Thursday, February 8
6:30 p.m. - Mystic Stripers Society (Mobile, Route A)

Friday, February 9
6:30 p.m. - Crewe of Columbus, Krewe de Secondline (Mobile, Route A)

Saturday, February 10
Noon - Floral Parade, Knights of Mobile, Mobile Mystical Ladies, Order of Angels, Joy of Life (Mobile, Route A)
5:45 p.m. - Mystics of Time (Mobile, Route H)

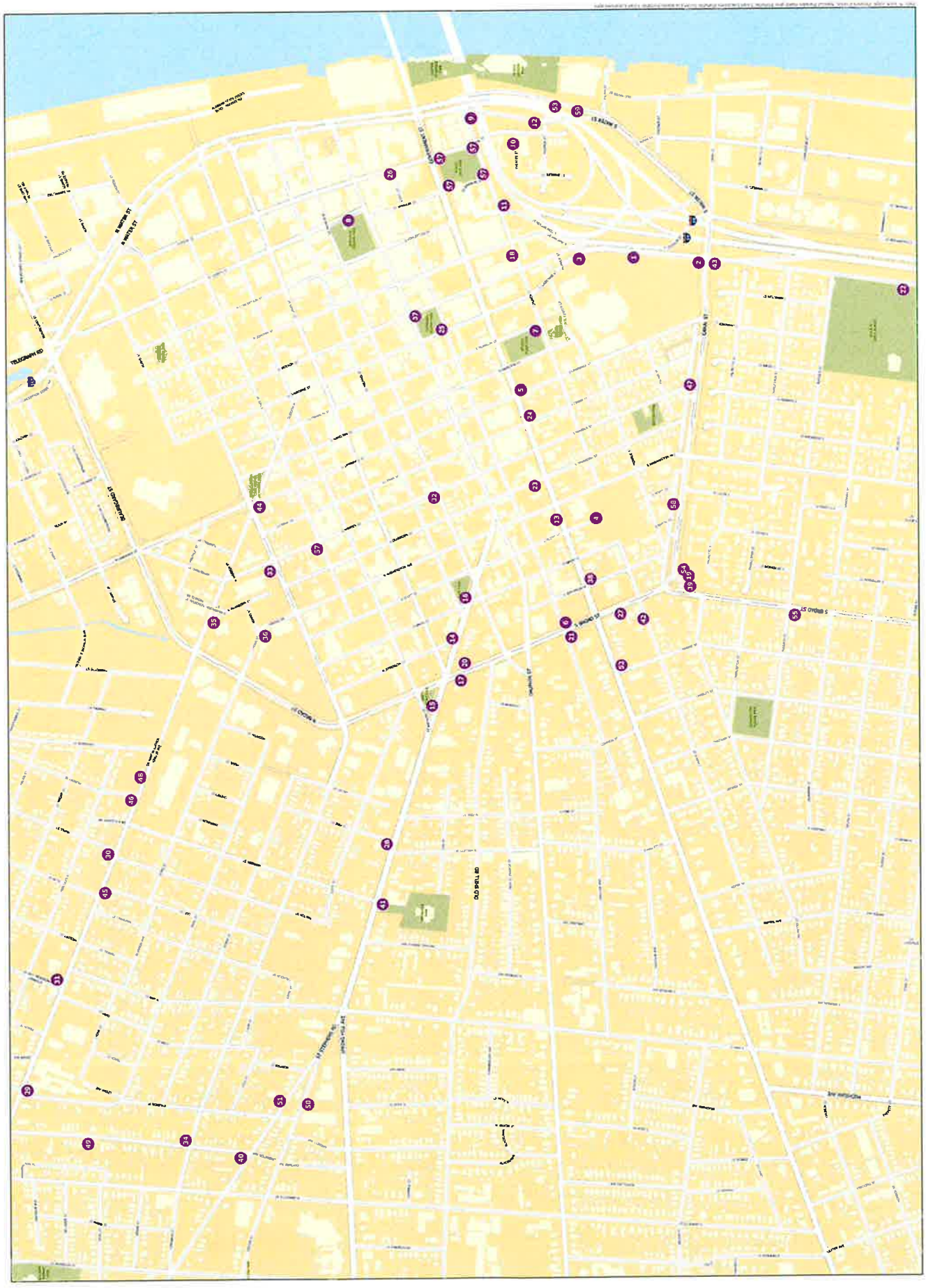
Sunday, February 11 (Joe Cain Day, Super Bowl)
2 p.m. - King Elexis I Motorcade (Mobile, Route E)
2.30 p.m. - Joe Cain Procession (Mobile, Route A)
5 p.m. - Le Krewe de Bienville (Mobile, Route A)

Public Service
Portable Toilets Mardi Gras 2024
PS-001-24

Monday, February 12 (Lundi Gras)
Noon - King Felix III, Floral Parade (Mobile, Route A)
3 p.m. - MLK Business and Civic, MLK Monday Mystics, Northside Merchants (Mobile, Route D)
7 p.m. - Infant Mystics, Order of Doves (Mobile, Route F)

Tuesday, February 13 (Fat Tuesday)
10 a.m. - Order of Athena (Mobile, Route A)
12:30 p.m. - Knights of Revelry, King Felix III, Comic Cowboys (Mobile, Route A)
2 p.m. - MAMGA Mammoth Parade (Mobile, Route B)
6 p.m. - Order of Myths (Mobile, Route C)

MARDI GRAS - 2024
PORTABLE TOILET LOCATIONS



BID FORM

The following Bid Format shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: City of Mobile, 205 Government St., P.O. Box I827, Mobile, AL, 36633-1827

PROJECT NAME: PORTABLE TOILETS MARDI GRAS 2024

PROJECT LOCATION: VARIOUS CITY OF MOBILE LOCATIONS

PROJECT NO.: PS-001-24

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Building Services Department and dated October 15, 2023; and all Addenda (before submitting any bid it is the Bidder's responsibility to check with the Building Services Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder,

COMPANY NAME: Pot-O-Gold Rentals LLC

ADDRESS: 5237 Henry Road, Eight Mile AL 36613 **PHONE** 888-768-6465

CITY OF MOBILE BUSINESS LICENSE NUMBER: 074702

CITY OF MOBILE VENDOR NUMBER: 294-485

SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER: _____
(Note: The Secretary of State of Alabama Account Number shall be filled in only by non-resident bidders)

(Check one) [✓] **(A Corporation)**
[ ] **(A Partnership)**
[ ] **(An Individual Doing Business)**

hereby proposes to furnish all labor, materials, tools, insurance, equipment, and supplies, and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, Section 01000 – Scope of Work, and all applicable laws and regulations for the sum listed below.

The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The duration of the Contract shall extend for one (1) Mardi Gras season from the date of the Notice to Proceed.

The City of Mobile shall have the right to extend the Contract at the end of the term at the rates listed on the Schedule of Values, for a period not to exceed Thirty (30) calendar days.

BASE BID (One Term) – A specified in section 01000 – Scope of Work

Provide One Hundred Twelve (112) standard portable toilets for Twenty (20) days, Thursday, January 25, 2024, to Wednesday, February 13, 2024:

$350.00 per unit x 112 units = $39,200.00

Provide Nineteen (19) ADA accessible portable toilets for Twenty (20) days, Thursday, January 25, 2024, to Wednesday, February 13, 2024:

$440.00 per unit x 19 units = $8360.00

Provide Eleven (11) Handwashing Stations for Twenty (20) days, Thursday, January 25, 2024, to Wednesday, February 13, 2024:

$350.00 per unit x 11 units = $3850.00

Provide Eighty-Seven (87) standard portable toilets for Six (6) days, Friday, February 9, 2024, to Wednesday, February 13, 2024:

$155.00 per unit x 87 units = $13,485.00

Provide Nine (9) ADA accessible portable toilets for Six (6) days, Friday, February 9, 2024, to Wednesday, February 13, 2024:

$250.00 per unit x 9 units = $2,250.00

Provide Eleven (11) Handwashing Stations for Six (6) days, Friday, February 9, 2024, to Wednesday, February 13, 2024:

$171 per unit x 11 units = $1881.00

Bids shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents.

Total Bid Amount (Total All Locations):

SIXTY NINE THOUSAND TWENTY SIX DOLLARS
(Amount in Words)

& 00/100 Dollars ($ 69,026. .00)
(Amount in Numbers)

UNIT PRICES – for Additional Services as specified in Section 01000 – Scope of Work:

One (1) Standard portable toilet for Twenty (20) days, Thursday, January 25, 2024, to Wednesday, February 13, 2024: $350 per unit

One (1) ADA accessible portable toilet for Twenty (20) days, Thursday, January 25, 2024, to Wednesday, February 13, 2024: $440 per unit

One (1) Handwashing Station for Twenty (20) days, Thursday, January 25, 2024, to Wednesday, February 13, 2024: $350 per unit

One (1) Standard portable toilet for Six (6) days, Friday, February 9, 2024, to Wednesday, February 13, 2024: $155 per unit

One (1) ADA accessible portable toilet for Six (6) days, Friday, February 9, 2024, to Wednesday, February 13, 2024: $250 per unit

One (1) Handwashing Station for Six (6) days, Friday, February 9, 2024, to Wednesday, February 13, 2024: $171 per unit

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

1. **BID INCLUDES:**
   Addendum Number 1, Dated 10/18/2023
   Addendum Number _____, Dated _____
   Addendum Number _____, Dated _____

2. **BID SECURITY**: The undersigned Bidder agrees that the attached Bid Security, payable to the City of Mobile, in the amount of 5 % of the bid amount, but in no event more than $10,000 as is the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract and to furnish Surety Bonds (if required). Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

3. **NON-DISCRIMINATION:** The undersigned Bidder certifies that he/she will comply with Federal, State and local laws concerning discrimination, including Chapter 14, Code of the City of Mobile, adopted December 10, 1991 and as amended December 18, 2018.

4. **REFERENCES:** Please list a minimum of three (3) professional references, contact information, type of work performed, and date(s) performed. You may add additional references on a separate sheet, if needed.

A. Reference #1:
Company Name: Harris County and Harris County Flood Control
Company Address: 1001 Preston Street, 8th Floor, Houston TX 77002
Telephone: 713-755-5505 Email: hwillner@hep4.net
Type of Work: Portable Toilet Rentals and Services
Date(s): 2019 - Current

B. Reference #2:
Company Name: Park Board of Trustees
Company Address: Post Office Box 1080, Galveston TX 77553
Telephone: 409-767-5133 Email: edmontoya@galvestonboard.ord
Type of Work: Portable Toilet Rentals and Services and Roll Off Dumpsters
Date(s): 2009 - Current

C. Reference #3:
Company Name: City of New Orleans
Company Address: 2829 Gentilly Boulevard, New Orleans LA 70122
Telephone: 504-658-3200 Email:
Type of Work: Portable Toilet Rentals and Services and Roll Off Dumpsters
Date(s): 2012 - Current

5. SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any. Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out. Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification.

COMPANY NAME: Pot-O-Gold Rentals LLC
(Typed)

BY: _____
(Signature of Company Officer)

COMPANY OFFICER: Dennis G. Flynn
(Typed)

TITLE President, CEO, Owner
(Typed)

DATE October 30, **2023**

Sworn to and subscribed before me this October 30 **day of 20** 23

Notary Public

L. WAYNE PEARL
NOTARY PUBLIC
LA. BAR ROLL #30684
STATE OF LOUISIANA
My Commission Expires
At Death

END OF SECTION

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# PS-001-24 Current Date 10.00 / 10.00 / 2023.00

Project Description Public Service - Portable Toilets Mardi Gras 2024

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.

Provide and service portable toilets for Mobile Mardi Gras 2024 season

Requested By (Department Director)

C.B. Holm — Building Services Project Manager — 10/10/2023

(Signature) (Title) (Date)

CHAD HOLM — chad.holm@cityofmobile.org

Telephone Number: 251-208-7519 Email Address

Reviewed By (Office of Supplier Diversity)

Archnique Kidd — Supplier Diversity Manager — 10/12/2023

(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, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Pot-O-Gold Rentals LLC
Address	5237 Henry Road Eight Mile, AL 36613-2123
Telephone	877-768-6465
E-Mail	orders@potogoldwaste.com

RFP/RFQ Solicitation Number	PS-001-24
Project Description	PORTABLE TOILETS MARDI GRAS 2024
Is your company a DBE company?	Yes ☐ No ☑
Work force demographics	Male 99 Female 12 Minority 53 Non-minority 58 Vets 15 Total #of Employees 111

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Erin S. Shelton

Signature: Erin S. Shelton Date: 10/30/2023

Title: HR/Compliance Manager

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: Erin S. Shelton Title: HR/Compliance Manager

E-mail: Phone: erin@potogoldwaste.com 877-768-6465

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # PS-001-23 Your Bid/Proposal Amount $69,026.00 Date: 10 / 30 /23

Description PORTABLE TOILETS MARDI GRAS 2024

Name of Bidder/Proposer: Pot-O-Gold Rentals LLC

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
NONE						

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Pot-O-Gold Rentals LLC

Contact Person: Erin S. Shelton Phone 877-768-6465 Email erin@potogoldwaste.com

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

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
✓		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
✓		**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
✓		**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.
✓		**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 on the *City of Mobile* Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
✓		**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

Please indicate if any of the following applied:

✓ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

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

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

Please indicate additional efforts you have taken to recruit and engage DBEs. No subcontractors will be used, all employed by Pot-O-Gold Rentals LLC on a permanent full time basis.

Suggestions or comments to improve this program. _____

Alabama Secretary of State

Pot-O-Gold Rentals, LLC	
Entity ID Number	000 - 294 - 485
Legal Name in Place of Origin	Pot-O-Gold Rentals, LLC
Entity Type	Foreign Limited Liability Company
Principal Address	41248 E. I-55 Service Rd. Hammond, LA 70403
Principal Mailing Address	P.O. Box 1627 Hammond, LA 70404
Status	Exists
Place of Formation	Louisiana
Formation Date	01/15/1993
Qualify Date	01/14/2014
Registered Agent Name	Bridges, Wesley K
Registered Office Street Address	5237 Henry Road Eight Mile, AL 36613
Registered Office Mailing Address	PO Box 1627 Hammond, LA 70404
Nature of Business	
Doing Business in AL Since	01/01/2014
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	01/14/2014 Certificate of Formation 2 pgs.

Browse Results | New Search

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 440642 **Client Company ID Number:** 1331878

Approved by:

Employer Pot-O-Gold Rentals LLC	
Name (Please Type or Print) Matthew Judd	Title
Signature Electronically Signed	Date 08/13/2018
E-Verify Employer Agent S & W PAYROLL SERVICES LLC	
Name (Please Type or Print) Matthew Judd	Title
Signature Electronically Signed	Date 08/13/2018
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/13/2018

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 440642 **Client Company ID Number:** 1331878

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Pot-O-Gold Rentals LLC
Company Facility Address	41248 East I-55 Service Road Hammond, LA 70403
Company Alternate Address	PO Box 1627 Hammond, LA 70404
County or Parish	TANGIPAHOA
Employer Identification Number	721230761
North American Industry Classification Systems Code	562
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1 site(s)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/17/2023

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

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

PRODUCER
Acentria Insurance - New Orleans
800 West Commerce Rd. Suite 104
Harahan LA 70123

CONTACT NAME: Kelly Harmon
PHONE (A/C, No, Ext): 2253802012 FAX (A/C, No):
E-MAIL ADDRESS: Kelly.Harmon@Acentria.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Crum & Forster Specialty Insurance Company	44520
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED POTOGOL-01
Pot O Gold Rentals, LLC
PO Box 1627
Hammond LA 70404

COVERAGES **CERTIFICATE NUMBER:** 1349719512 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	EPK142680	2/1/2023	2/1/2024	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$ 5,000
	POLICY X PRO-JECT LOC						PERSONAL & ADV INJURY	$ 2,000,000
	OTHER:						GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							CONT. POLLUTION	$ 2,000,000
	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)	$
								$
A	X UMBRELLA LIAB X OCCUR	Y	Y	EFX122203	2/1/2023	2/1/2024	EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
GENERAL LIABILITY/POLLUTION
Contractor's Pollution - $2,000,000
Transportation Pollution - $1,000,000
Non-Owned Site Pollution - $1,000,000
Blanket Waver of Subrogation when required by written contract
Blanket Additional Insured when required by written contract (Completed Operations)
Blanket Additional Insured when required by written contract
Primary and Non-Contributory when required by written contract
See Attached...

CERTIFICATE HOLDER
City of Mobile
Building Services Department
PO Box 182
Mobile AL 3633-1827

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
Charles H. Fyfe

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: POTOGOL-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Acentria Insurance - New Orleans	NAMED INSURED Pot O Gold Rentals, LLC PO Box 1627 Hammond LA 70404
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Per Project Aggregate
Watercraft Amendatory

UMBRELLA
Follows Form
Commercial Auto Liability: 02/01/2023-02/01/2024 Old Republic
Employers' Liability: 02/01/2023-02/01/2024 Old Republic
Commercial General Liability: 02/01/2023-02/01/2024 Crum & Forester
Contractors' Pollution: 02/01/2023 - 02/01/2024 Crum & Forester
Transportation Pollution: 02/01/2023 - 02/01/2024 Crum & Forester
PS-001-24 – Service Contract – Portable Toilets Mardi Gras 2024

City of Mobile is an additional insured where required by written contract. Waiver of Subrogation and Primary and Non Contributory applies in favor of City of Mobile where required by written contract. 30 Day Notice of Cancellation.

ACORD 101 (2008/01) © 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/17/2023

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

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

PRODUCER
Cadence Insurance (formerly BXS Insurance)
4041 Essen Lane, Suite 400
Baton Rouge LA 70809

CONTACT NAME: Cheryl Ann Boudreaux
PHONE (A/C, No, Ext): 225-336-3245 **FAX (A/C, No):** 225-336-4536
E-MAIL ADDRESS: cheryl.boudreaux@cadenceinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Old Republic Insurance Co.	24147
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED POT-REN-01
Pot-O-Gold Rentals, LLC; Pot-O-Gold Rentals, Inc.;
TSWS Trucking, LLC; TSWS, Inc.
PO Box 1627
Hammond LA 70404

COVERAGES **CERTIFICATE NUMBER:** 1789922764 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY			MWTB315953	2/1/2023	2/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			MWC315952	2/1/2023	2/1/2024	[X] PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] N/A						E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
							Leased/Rented	$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Subject to policy terms, conditions and exclusions; the certificate holder shall be considered an Additional Insured on a Primary and Non-Contributory basis with respects to Auto Liability when required by written contract, with a Waiver of Subrogation granted in their favor in respects to Automobile Liability and Workers Compensation when required by written contract, but only to the extent of the Named Insured's obligation to indemnify, defend and/or hold harmless certificate holder as required by written contract.
30 Day Notice of Cancellation is applicable in respects to the Auto and Workers Compensation policies referenced above.

General Liability, Pollution and Excess are serviced through a separate agency(please forward an email to: coi@potogoldwaste.com for these coverages)

See Attached...

CERTIFICATE HOLDER

City of Mobile
Building Services Department
Post Office Box 182
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

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: POT-REN-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Cadence Insurance (formerly BXS Insurance)	NAMED INSURED Pot-O-Gold Rentals, LLC; Pot-O-Gold Rentals, Inc.; TSWS Trucking, LLC; TSWS, Inc. PO Box 1627 Hammond LA 70404
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

RE: PS-001-24 – Service Contract – Portable Toilets Mardi Gras 2024

City of Mobile shall be considered an Additional Insured in respects to the above auto policy on a Primary and Non-contributory basis. Waiver of Subrogation applies in favor of City of Mobile with respects to Auto and Workers Compensation referenced above. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment). All when required by written contract.

ACORD 101 (2008/01)

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: MWC 315952 23

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

SCHEDULE

1. **ALTERNATE EMPLOYER** **ADDRESS**
   WHERE SPECIFIED BY CONTRACT

2. **STATE OF SPECIAL OR TEMPORARY EMPLOYMENT**
   ALL STATES LISTED IN ITEM 3.A. OF THE INFORMATION PAGE
   EXCEPT: TEXAS

3. **CONTRACT OR PROJECT**
   WHERE SPECIFIED BY CONTRACT

DATE OF ISSUE: 02-01-23

Copyright 1984, 1988 National Council on Compensation Insurance.

POLICY NUMBER: MWC 315952 23

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

REQUESTED PER CONTRACT SPECIFICATIONS TO THE EXTENT ALLOWABLE BY LAW

DATE OF ISSUE: 02-01-23

© 1983 National Council on Compensation Insurance.

OLD REPUBLIC INSURANCE COMPANY

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY POLICY

NOTICE OF CANCELATION TO CERTIFICATE HOLDERS ENDORSEMENT

This endorsement modifies the notice of cancelation of insurance provided hereunder by adding the following:

A. In the event this policy is canceled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancelation to certificate holders set out in the schedule on file with the Company, after notifying the Insured first named in item 1 of the Information Page of such cancelation. Notice of cancelation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.

B. This advance written notification of a cancelation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancelation date, nor negate cancelation of the policy.

All other terms and conditions of this policy remain unchanged.

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

SCHEDULE

ALTERNATE EMPLOYER	ADDRESS	STATE OF SPECIAL OR TEMPORARY EMPLOYMENT
WHERE SPECIFIED BY CONTRACT		TX

POLICY NUMBER:

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by 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 does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Pot-O-Gold Rentals, LLC

Endorsement Effective Date: 02/01/23

SCHEDULE

Name Of Person(s) Or Organization(s):
All persons or organizations as required by written contract or agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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 Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

© Insurance Services Office, Inc., 2011

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

A. In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.

B. This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

A. Under a written contact or agreement with such person(s) or organization(s); and

B. Prior to the "accident" or the "loss."

© Insurance Services Office, Inc., 2019

GENERAL CONDITIONS

1. GENERAL REQUIREMENTS:

A. The Contract Documents: The Contract Documents are enumerated in the Standard Service Contract Agreement between the City of Mobile and the Service Contractor (hereinafter called the Agreement) and consist of the Bidding and Contract Requirements, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.

B. The Contract: The Contract Documents form the Contract for Services. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification.

C. The Work: The term "Work" means the services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Service Contractor to fulfill the Service Contractor's obligations.

D. The Project Manual: The Project Manual is the comprehensive document containing the Bidding and Contract Requirements, the Specifications and other documents as listed.

E. The Bidding and Contract Requirements: The Bidding and Contract Requirements are that part of the Contract Documents consisting of the Invitation to Bid, Instructions to bidders, Service Contractor's Bid, Agreement, Bonds, and General Conditions and other requirements listed in the Agreement.

F. The Specifications: The Specifications are that part of the Contract Documents consisting of written requirements for Services including materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

G. Correlation and Intent of the Contract Documents: The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Service Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Service Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

2. THE OWNER:

A. The "Owner" is the City of Mobile, as identified in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner's designated representative is the Real Estate Asset Management Department, Director.

3. THE SERVICE CONTRACTOR:

A. The Service Contractor is the person or entity identified as such in the Agreement and is referred throughout the Contract Documents as if singular in number. The Service Contractor shall be lawfully licensed in the City of Mobile and the State of Alabama as required. The Service Contractor shall designate in writing a representative who shall have express authority to bind the Service Contractor with respect to all matters under this Contract. The term "Service Contractor" means the Service Contractor or the Service Contractor's authorized representative.

B. The Service Contractor shall perform the Work in accordance with the Contract Documents.

C. Execution of the Contract by the Service Contractor is a representation that the Service Contractor has visited the site(s), become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

D. The Service Contractor shall be responsible to the Owner for acts and omissions of the Service Contractor's employees and their agents, and other persons or entities performing portions of the Work for, or on behalf of, the Service Contractor.

E. Unless otherwise provided in the Contract Documents, the Service Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for proper execution and completion of the Work.

F. The Service Contractor shall pay all applicable sales, consumer, use and similar taxes for the Work provided by the Service Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

G. Unless otherwise provided in the Contract Documents, the Service Contractor shall secure and pay for all applicable permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

H. The Service Contractor shall perform the Work in accordance with the specified schedules as listed in the Contract Documents.

I. The Service Contractor shall confine operations at the site to areas permitted by the City of Mobile, facility director or building manager, and shall not unreasonably encumber the site with materials or equipment.

J. The Service Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Service Contractor shall remove all waste materials, rubbish,

tools, equipment and surplus materials from and about the site. If the Service Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Service Contractor.

K. To the fullest extent permitted by law the Service Contractor shall indemnify and hold harmless the City of Mobile, it's agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Service Contractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. In claims against any person or entity indemnified by an employee of the Service Contractor anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Service Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

L. Additionally, the City of Mobile reserves the rights to have any of Service Contractor's employees removed, barred, and/or restricted from the facility and request the immediate replacement as needed during the term of this Agreement.

4. CHANGES IN THE WORK:

A. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by a written modification based upon agreement between the City and the Service Contractor.

B. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Service Contractor shall proceed promptly, unless otherwise directed.

5. SCHEDULE:

A. **STARTING WORK**: The date of commencement of the Contract is the date established in a written Notice to Proceed. No Work shall commence, and no materials shall be ordered before the Notice to Proceed has been issued.

B. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

6. PAYMENTS:

A. **CONTRACT SUM:** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the City to the Service Contractor for performance of the Work under the Contract Documents.

B. **SCHEDULE OF VALUES:** The Schedule of Values allocating the entire Contract Sum to the various portions of the Work, shall be used as a basis for reviewing the Service Contractor's Invoices for Payment.

C. **METHOD OF PAYMENT:** The City shall pay the Service Contractor on the account of the Contract as follows:

1) Payments shall be made on a monthly basis, for completed work as specified.
2) Invoices for completed Work shall be delivered to the Service Contract Administrator for review and approval upon completion of work as listed in the Scope of Work. Invoices shall list unit pricing in accordance with the approved Schedule of Values.
3) Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

7. SAFETY:

A. The Service Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

B. The Service Contractor shall comply with all Federal, State and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest revision. Service Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

1) employees on the Work and other persons who may be affected thereby;
2) the Work and materials and equipment to be incorporated therein;
3) other property at the site or adjacent thereto.

C. The Service Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing safety of persons or property or their protection from damage, injury or loss.

D. If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

E. The Service Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Service Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Service Contractor, the Service Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City in writing.

F. In an emergency affecting safety of persons or property, the Service Contractor shall act, at the Service Contractor's discretion, to prevent threatened damage, injury or loss.

8. INSURANCE:

A. The Service Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Work is located such insurance as will protect the Service Contractor from claims set forth below which may arise out of or result from the Service Contractor's operations and completed operations under the Contract and for which the Service Contractor may be legally liable, whether such operations be by the Service Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1) Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed
2) Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Service Contractor's employees;
3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Service Contractor's employees;
4) Claims for damages insured by usual personal injury liability coverage;
5) Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6) Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
7) Claims for bodily injury or property damage arising out of completed operations; and
8) Claims involving contractual liability insurance applicable to the Service Contractor's obligations.

B. The Service Contractor shall take out and maintain during the life of the Contract not less than the following minimum amounts of insurance.

1) Worker's Compensation and Employer's Liability:
   Statutory - amount and coverage as required by law of place in which the work is performed.

2) Comprehensive General Liability:
   The Service Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises product-completed operations) for limits of liability not less than:

a) Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
b) Property Damage	$1,000,000 each occurrence
c) Or Bodily Injury	$1,000,000 combined single limit and Property Damage

Such comprehensive policy shall include the following:

a) All liability of the Service Contractor, for the Service Contractor's Direct Operations.
b) Completed Operations Coverage, thereby meaning any

loss which shall occur after the Contract has been completed, but which can be traced back to the Contract.

c) Contractual Liability, meaning thereby, any risk assumed by the Service Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically item (6).

d) Broad Form Property Damage Coverage, including Completed Operations.

e) Personal Injury Liability, with employee's exclusions removed.

f) The Service Contractor shall indemnify and save harmless the Owner against all loss, cost, or damage on account of injuries to persons or property occurring in the performance of the Contract, including all reasonable attorney's fees incurred by the Owner, on account thereof.

g) Care, custody, and control for property in the care, custody and control of the Service Contractor.

3) Comprehensive Automobile Liability:

The Service Contractor shall carry for himself and shall require that all owners of automobile or trucks rented or hired on the Contract carry until the Contract is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and Property Damage in amounts not less than the minimum amounts as indicated. The Service Contractor shall also carry for himself insurance for all non-owned and hired automobile at the limits of liability as indicated below:

a) Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
b) Property Damage	$1,000,000 each occurrence
c) Or Bodily Injury and Property Damage	$1,000,000 combined single limit

4) Excess/Umbrella Liability:

a) $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. Certificates of insurance acceptable to the Owner shall be filed with the Owner at the time of signing of the Contract, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.

Such certificates of insurance shall state that thirty (30) days advance written notice will be given in the event of cancellation or material change in the coverage.

D. Surety Qualifications: All insurance must be furnished by a Surety licensed to do business in the State of Alabama, must be signed or countersigned by a Licensed Resident Agent of the State of Alabama, and if bid price exceeds $50,000 have a minimum rating of A/Class VI as reported in the latest issue of Best's key Rating Guide Property-Casualty.

E. The insurance required by Section 2 shall be written for not less than limits of liability specified or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until completion of the Contract.

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

9. MISCELLANEOUS PROVISIONS:

A. The Contract shall be governed by the laws of the State of Alabama.

B. The Owner and Service Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

C. No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.

D. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

E. No action or failure to act by the Owner or Service Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

F. Inspections and approvals of portions of the Work shall be made as required by the Contract Documents. The Service Contractor shall give the Owner timely notice of when and where Inspections are to be made so that the Service Contract Administrator or other City personnel may be present for such procedures.

G. Required inspection reports along with approvals shall, unless otherwise required by the Contract Documents, be delivered to the Owner with Invoices for Payment.

H. On all jobs with the City of Mobile, A City License is required. Bidders may obtain information on licensing by writing the City Revenue Department, Post Office Box 1827, Mobile, AL 36633-1827 or calling 208-7454. Successful Bidder must have City

License at the time of Bidding.

I. Service Contractors shall abide by provisions of Ordinance #02-050, 1968, prohibiting discrimination in employment by Service Contractors and Subcontractors performing Work for the City of Mobile. A copy of said Ordinance is on file in the office of the Service Contract Administrator.

J. The Service Contractor shall secure and pay all required fees and permits and shall pay all taxes on materials, supplies, fixtures and equipment purchased by him (including the city of Mobile sales tax), and shall comply with all laws, regulations and codes applicable to the site on which the Work is to be performed.

K. All work performed shall be in conformance with the appropriate codes of the City of Mobile.

10. TERMINATION OR SUSPENSION OF THE CONTRACT:

A. The Owner may terminate the Contract for cause if the Service Contractor

1) fails to perform service in a satisfactory manner; or
2) repeatedly refuses or fails to supply properly skilled workers or proper equipment or materials; or
3) repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
4) otherwise is guilty of substantial breach of a provision of the Contract Documents.

B. When any of the above reasons exist, the Owner, upon determination that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Service Contractor and the Service Contractor's surety, if any, seven (7) days' written notice, withhold payments and terminate the Contract.

C. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause upon thirty (30) days written notice.

D. In case of such termination for cause or for the Owner's convenience, the Service Contractor shall be entitled to receive payment for Work executed, and costs incurred. The Owner shall not make payment for profit or damages as a result of such termination.

11. CLAIMS AND DISPUTES

A. Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Service Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

B. Claims by either the Owner or Service Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant acting with due diligence, reasonable should have first recognized the condition giving rise to the

Claim, whichever is later. Claims must be initiated by written notice to the Service Contractor and the other party.

C. In the event of a Claim against the Service Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Service Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

D. Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to litigation.

END OF SECTION

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Submitted by:

Carleen Stout-Clark, Deputy Director, Real Estate Asset Management

Sponsored by:

William S. Stimpson, Mayor, and C.J. Small Councilmember

Purpose and Scope of Project:

Accept the deed from the Board of School Commissioners of Mobile County, for the acquisition of two parcels, approximately 7.35 +/- acres of land, located at 1600 Boykin Boulevard, for a new city facility to serve the District 3 community.

Amount of Contract:

$154,000 (includes $147,000 plus $7,000 estimated closing costs)

Funding Source

Project # PR-002-24 Property Acquisition **Discretionary Funds**

Project String C0855-20002000-47100 **Contract Number:**4800

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Purchase and Sale Agreement	Exhibit	12/6/2023
Capital Contract Summary Sheet	Exhibit	12/6/2023
REVISED resolution	Cover Memo	12/6/2023
Form A	Cover Memo	12/12/2023

REVIEWERS:

Department Reviewer	Action	Date
Real Estate Stout, Carleen	Approved	12/6/2023 - 12:42 PM
		12/6/2023 - 4:57

Capital	Rhodes, Brenda	Approved	PM
Legal	Kern, Chris	Approved	12/7/2023 - 12:28 PM
Mayors Office	Montgomery, Brandi	Approved	12/7/2023 - 3:04 PM

STATE OF ALABAMA
COUNTY OF MOBILE

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of_____, 2023 by and between **BOARD OF SCHOOL COMMISSONERS OF MOBILE COUNTY,** hereinafter referred to as "Seller" and, **CITY OF MOBILE**, an Alabama Municipal Corporation, hereinafter referred to as "Buyer".

RECITALS:

WHEREAS, this purchase is contingent on the approval and consent of the Mobile City Council and the Board of School Commissioners of Mobile County;

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 Mobile in Mobile County, Alabama, an approximately 7.35 acres, located at 1600 Boykin Blvd., Mobile AL and more particularly described on Exhibit A, attached hereto and made a part hereof.

1. PURCHASE PRICE

The total Purchase Price for this property shall be ONE HUNDRED FORTY-SEVEN THOUSAND AND NO/100 ($ 147,000.00) DOLLARS.

2. TERMS OF PAYMENT

Buyer shall pay to Seller in cash at the closing of said Purchase and Sale the sum of ONE HUNDRED FORTY-SEVEN THOUSAND AND NO/100 ($ 147,000.00) 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 ONE THOUSAND AND NO/100 DOLLARS ($1,000.00) (the Earnest Money Deposit in certified funds) evidencing Buyer's good faith. Said funds to be deposited in escrow with Surety Land Title, Inc., 5909 Airport Blvd., 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 Seller. In the event of default by Buyer, all deposits made hereunder may be forfeited as liquidated damages at Seller's election, or alternatively, Seller may retain such deposits as part payment of the purchase price and pursue Seller's 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 Surety Land Title, Inc., 5909 Airport Blvd., Mobile, AL 36608 on or before thirty (30) days after all terms and conditions herein have been satisfied and complied with and after all paperwork has been delivered, reviewed, and accepted by the parties ("Closing Date"). **Seller shall provide the Warranty Deed. Buyer shall pay to record the deed**. In the event Buyer does not close on the property, Buyer shall make available to Seller all soil, engineering, environmental, and other tests performed on the property. Buyer shall pay any closing fee charged by the title company. Each party shall be responsible for its cost of legal representation, if any.

5. TITLE AND CONVEYANCE

At the closing, Seller shall convey to Buyer by 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.

6. COMMITMENT FOR TITLE INSURANCE

Within ten (10) days from the date of the complete execution of this Agreement, Buyer, at Buyer's expense, shall obtain commitment for title insurance from Surety Land Title Inc., 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 5 above.

7. BUYER'S CONDITIONS PRECEDENT TO CLOSING

This contract of Purchase and Sale is subject to and conditioned upon Buyer satisfying itself as to the following:

I. <u>Due Diligence</u>

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 Seller 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 Seller 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 agent 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 three (3) 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.

8. 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.

9. DISCLAIMER

Neither Buyer nor Seller has 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.

10. 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.

11. 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.

12. 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 Seller:	To the Buyer:
BOARD OF SCHOOL COMMISSIONERS OF MOBILE COUNTY 1 Magnum Pass Mobile AL 36618	CITY OF MOBILE, REAL ESTATE DEPT. P.O. Box 1827 Mobile, AL 36633-1827

13. HEADINGS

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

14. 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 Seller without proration.

15. 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.

16. 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.

17. TIME

Time is of the essence with this Agreement.

18. 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.

19. 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.

20. IMMIGRATION.

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

21. SELLER'S 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) There are no restrictive covenants or easements, except as provided in (vi) below, affecting the Property which would prevent Buyer's use of the property;

(iii) 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;

(iv) To the best of Seller's 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;

(v) 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 has in its possession pertaining to the Land, if any. Seller has not used, nor authorized nor allowed the use of the Land for the handling, treatment, storage, disposal or release of any hazardous or toxic substance as defined under any applicable state or federal law or regulation including without limitation CERCLA. Seller has no knowledge of any environmental matters pertaining to said Property.

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

----------SIGNATURE PAGE FOLLOWS----------

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: BOARD OF SCHOOL COMMISSIONERS OF MOBILE COUNTY

BY: Chresal D. Threadgill
ITS: Superintendent

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that Chresal D. Threadgill, Superintendent of the BOARD OF SCHOOL COMMISSIONERS OF MOBILE COUNTY, signed to the foregoing Agreement for Sale and Purchase and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Agreement for Sale and Purchase, he, in his capacity as Superintendent and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 17th day of November, 2023.

KRISTY WHITEHURST MY COMMISSION EXPIRES SEPTEMBER 4, 2024 NOTARY PUBLIC STATE OF ALABAMA

Notary Public

My Commission Expires: 9-4-2024

BUYER: CITY OF MOBILE

BY_____ Date___/___/2023
William S. Stimpson, As Its Mayor

ATTEST:

_____
Lisa C. Lambert, as City Clerk

Exhibit "A"

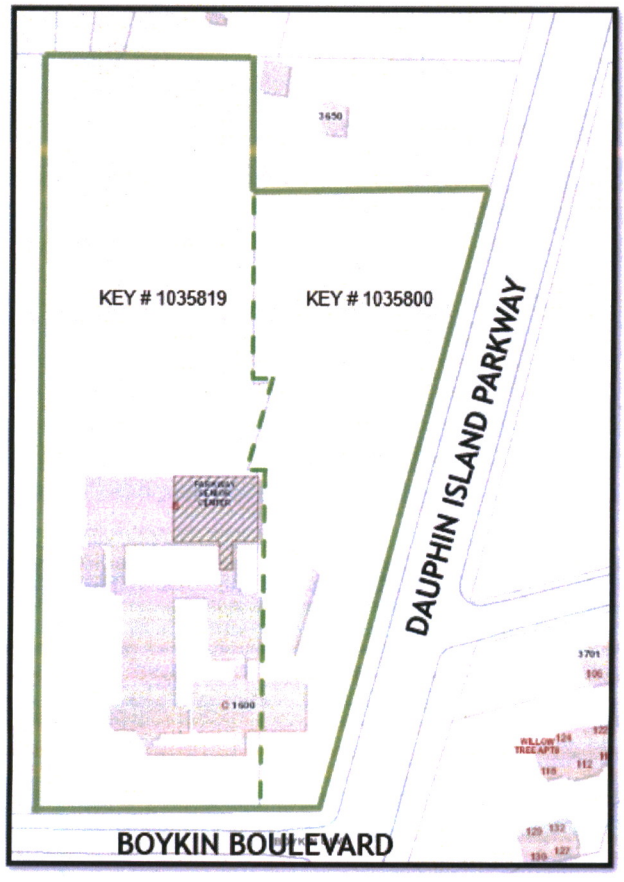
1600 BOYKIN BLVD

KEY NUMBERS – 1035819 AND 1035800
PARCEL NUMBERS – 32 10 40 0 001 021 AND 32 10 40 0 001 020

LEGAL DESCRIPTIONS:

PART OF LOTS 1 & 2 DOG RIVER PARK BLOCK A MAP BOOK 3 PAGE 53 BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF LOT 2 RUN WEST 120 FEET (SCALED) TO THE POINT OF BEGINNING; THENCE CONTINUE WEST 240 FEET (SCALED); THENCE SOUTH 845 FEET (SCALED); THENCE EAST 250 FEET (SCALED); THENCE NORTH 386.8 FEET; THENCE NORTHEASTWARDLY 100.5 FEET; THENCE WEST 20 FEET (SCALED)' THENCE NORTH 360 FEET (SCALED) TO THE POINT OF BEGINNING.

LOTS 2-7 AND THE SOUTH 23 FEET (SCALED) OF LOT 8 BLOCK 1 RESUBDIVISION OF LOT 1 BLOCK A & LOT 1 BLOCK B DOG RIVER MAP BOOK 4 PAGE 653 ALSO PCL BEGINNING AT THE SOUTHWEST CORNER OF LOT 6 BLOCK 1 RUN WEST 20 FEET (SCALED); THENCE NORTH 210 FEET (SCALED); THENCE EAST 78 FEET (SCALED); THENCE SOUTHWESTWARDLY 220 FEET (SCALED) TO THE POINT OF BEGINNING GRT SEC 40 T5S R1W EXEMPT FOR EDUCATIONAL PURPOSES.



CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Prop Acquisition-Boys & Girls Club/Commun Cntr/Food Pantry

CAPITAL PROJECT # C0855 **DATE OF RECEIPT**_____

DEPT. PROJECT # PR-002-24

PROJECT DESCRIPTION Acquisition of Property for Community Center

CONTRACT AMOUNT $154,000 ($147,000 plus $7,000 est. closing costs)

VENDOR NAME Surety Land Title, Inc.

VENDOR NUMBER 294264

DEPT # 3032 **DEPT NAME** Arch. Engineering

CONTRACT ADMINISTRATOR Carleen Stout-Clark

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services for Property Acquisition
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	NonContractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N X ; 5% of the 1st 50% _____ or If different, indicate special rate_____

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

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

Prepared by: Rhonda Lewis / Carleen Stout-Clark **Date** Dec. 4, 2023

Revised 5/16/2022 Tiffany Hollins

RESOLUTION

Sponsored by William S. Stimpson, Mayor, and C.J. Small Councilmember

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that:

THE CITY OF MOBILE does hereby accept the deed, when prepared, from the Board of School Commissioners of Mobile County, for the acquisition of two parcels, approximately 7.35 +/- acres of land located at 1600 Boykin Boulevard, for Project: Boys & Girls Club/Community Center/Food Pantry, as set out in the instrument attached hereto for the price of $147,000.00 plus closing costs, more particularly described as follows, to wit:

See Purchase and Sale Agreement attached hereto.

As shown on "Exhibit A" of Purchase and Sale Agreement attached hereto.

Said property is being conveyed to the City of Mobile by the Board of School Commissioners of Mobile County, and is to be used for a new city facility to serve the District 3 community.

SAID DEED is by reference made a part of this resolution as fully as if set forth herein and a copy will be on file in the office of the City Clerk and in the office of the Deputy Director, Real Estate Asset Management, of the City of Mobile.

THE MAYOR AND THE CITY CLERK are hereby authorized and directed to execute and attest, respectively, for and in the name and on behalf of the City of Mobile, the attached Purchase Agreement for the property shown above.

BE IT RESOLVED THAT THE Director of Finance be and is authorized and directed to issue a check in the amount of sales price plus closing costs, less prorate share of property taxes payable to Surety Land Title, Inc., and forward said check to the City of Mobile Deputy Director, Real Estate Asset Management, for delivery to Surety Land Title, Inc., once deed is prepared and for when the closing date is set.

BE IT FURTHER RESOLVED THAT the Deputy Director, Real Estate Asset Management, of the City of Mobile is hereby authorized and directed to negotiate, and 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 transaction and:

Adopted:

_____

City Clerk

Real Estate Acquisition Pre-Closing Checklist
Form A

Address 1600 Boykin Blvd.

Parcel # 2 32 10 40 0 00 021 and 2 32 10 40 0 001 020

Key # 1035819 and 1035800

Requesting Department Real Estate

Project Information C0855 - Boys & Girls Club/Community Center/Food Pantry

Purpose of Acquisition

City Facilty for Boys & Girls Club/Community Center/Food Pantry

Funding Source and Amount C0855 $ 147,000.00 PLUS $7,000.00 EST. CLOSING COSTS

Funding C0855

Requirements/Limitations

Property Information

Vacant _____ Yes __X__ No

Property Improvements Old School Buildings to be Demolished

Estimated Property Improvement Value

Building $ 0

Land $ 147,000.00

Subdivision Requirement

Zoning Requirements

ADA
Requirements _____

_____

Environmental Study Required _____ Yes __X__ No
Environmental Study
Information _____

_____

Within City of Mobile Limits __X__ Yes _____ No
Within Flood Zone __X__ Yes _____ No
Historic Property _____ Yes __X__ No

Appraisal Required __X__ Yes _____ No
Appraisal Value $ 147,000.00
Survey Required __X__ Yes _____ No
Date Survey Acquired _____
Facilities Maintenance Inspection Required _____ Yes __X__ No
List of Utilities Available
- Electricity X
- Water X
- Sewer X
- Gas X
- Other _____

Termite Bond Required _____ Yes __X__ No

Funding: C0855

Director of Real Estate Asset Management (signature)

12/04/2023
Date

Form A - 1600 Boykin Blvd.

Final Audit Report 2023-12-06

Created:	2023-12-06
By:	Rhonda Lewis (rhonda.lewis@cityofmobile.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAwNYHmDhK7v1CkiRFFxhKtrY7x8j3i-n2

"Form A - 1600 Boykin Blvd." History

Document created by Rhonda Lewis (rhonda.lewis@cityofmobile.org)
2023-12-06 - 8:51:35 PM GMT- IP address: 76.8.254.3

Document emailed to Cassie Boatwright (boatwright@cityofmobile.org) for signature
2023-12-06 - 8:53:44 PM GMT

Email viewed by Cassie Boatwright (boatwright@cityofmobile.org)
2023-12-06 - 9:00:35 PM GMT- IP address: 76.8.254.3

Document e-signed by Cassie Boatwright (boatwright@cityofmobile.org)
Signature Date: 2023-12-06 - 9:03:55 PM GMT - Time Source: server- IP address: 76.8.254.3

Agreement completed.
2023-12-06 - 9:03:55 PM GMT

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Submitted by:

Nick Amberger, Director, Engineering, Carleen Stout-Clark, Deputy Director, Real Estate Asset Management

Sponsored by:

William S. Stimpson, Mayor, and William Carroll, Councilmember

Purpose and Scope of Project:

Accept the Quitclaim Deed of Right-of-Way parcels 1 and 2 from the State of Alabama ("ALDOT") to the City of Mobile, at the main entrance of the Civic Center.

Amount of Contract:

N/A

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

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	12/6/2023
Deed from State of AL - ALDOT	Exhibit	12/6/2023
Letters ALDOT & COM Re Conveyance	Backup Material	12/6/2023

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate	Stout, Carleen	Approved	12/6/2023 - 4:48 PM
Legal	Kern, Chris	Approved	12/7/2023 - 12:20 PM

Mayors Office	Montgomery, Brandi	Approved	12/7/2023 - 3:04 PM

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the Mayor and the City Clerk be, and hereby are, authorized to accept the Quitclaim Deed of Right-of-Way, parcels 1 and 2 from the State of Alabama ("ALDOT") to the City of Mobile, ALDOT Project No. I-10-1 (5) as set out in the instrument attached hereto.

SAID DOCUMENT is by reference made a part of this resolution as fully as set forth herein and copies will be on file in the office of the City Clerk and in the office of the Deputy Director of Real Estate Asset Management of the City of Mobile.

Adopted:

_____

City Clerk

Form ROW-QC
Rev. 07/25/2018

23-02233

INSTRUMENT PREPARED BY:
Nathanael McCall
Right of Way Bureau
Alabama Department of Transportation
1409 Coliseum Blvd.
Montgomery, Alabama 36110

STATE OF ALABAMA
COUNTY OF MOBILE

Project No. I-10-1(5)
Date: October 11, 2023

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS THAT, the State of Alabama, Alabama Department of Transportation, Party of the First Part (hereinafter Grantor), for and in consideration of the sum of ONE DOLLAR AND NO/100th ($1.oo) and other good and valuable consideration, in hand paid to the Grantor by the City of Mobile Party of the Second Part (hereinafter Grantee), the receipt whereof is hereby acknowledged, does hereby remise, release, quitclaim and convey unto "Grantee," all of its right, title, interest, and claim in and to the following described real estate, subject to easements, rights of way, restrictions and reservations of record; also subject to the covenants contained herein and the rights of any utilities which may be on, over, or under said real estate, situated in Mobile County, Alabama: And as shown of the right of way maps of Project No. I-10-1(5) of record in the Alabama Department of Transportation, a copy of which is also deposited in the office of the Judge of Probate of Mobile County, Alabama, as an aid to person and entities interested therein and as shown on the Property Plat attached hereto and made a part hereof:

TRANSFER OF RIGHT-OF-WAY

Parcel 1 of 2:
COMMENCING from a capped rebar (Wattier) at the southeast corner of Lot B, Mobile Civic Center Subdivision, as recorded in the Office of the Judge of Probate in Mobile County, Alabama;

thence southwesterly along the south line of said Lot a distance of 8 feet, more or less, to a found concrete monument on the present west R/W line of Claiborne Street;

thence southeasterly and along said present R/W line a distance of 58 feet, more or less, to a point on said present R/W line;

thence northerly and along said present R/W line a distance of 208 feet, more or less, to a point on said present R/W line;

thence northwesterly and along said present R/W line a distance of 106 feet, more or less, to a point on said present R/W line (said point also on the proposed R/W line of Claiborne Street), which is the point of BEGINNING;

thence N 24°06'53" W and along said present R/W line a distance of 41.27 feet to a point on said present R/W line;

thence N 30°20'15" E and along said present R/W line a distance of 50.58 feet to a point on the proposed R/W line of Claiborne Street;

thence S 6°5'45" W and along said proposed R/W line a distance of 81.79 feet to the point and place of BEGINNING, containing 0.02 acre(s), more or less.

Parcel 2 of 2:
COMMENCING from a capped rebar (Wattier) at the southeast corner of Lot B, Mobile Civic Center Subdivision, as recorded in the Office of the Judge of Probate in Mobile County, Alabama;

thence southwesterly along the south line of said Lot a distance of 8 feet, more or less, to a found concrete monument on the present west R/W line of Claiborne Street;

thence southeasterly and along said present R/W line a distance of 58 feet, more or less, to a point on said present R/W line;

thence northerly and along said present R/W line a distance of 208 feet, more or less, to a point on said present R/W line;

thence northwesterly and along said present R/W line a distance of 148 feet, more or less, to a point on said present R/W line;

thence northeasterly and along said present R/W line a distance of 51 feet, more or less, to a point on said present R/W line (point also on the proposed R/W line of Claiborne Street), which is the point of BEGINNING;

thence N 21°48'16" W and along said present R/W line a distance of 92.15 feet to a point on said present R/W line;

thence N 70°44'57" E and along said present R/W line a distance of 48.03 feet to a point on the proposed R/W line of Claiborne St.;

thence S 6°15'22" W and along said proposed R/W line a distance of 102.00 feet to the point and place of BEGINNING, containing 0.05 acre(s), more or less.

It is fully understood and agreed upon by both parties that title to the above described property shall revert to Grantor in the event property ceases to be used for public and non-proprietary purposes.

TO HAVE AND TO HOLD, the same unto Grantee, their successors and assigns forever as a public road.

This the 14th of December, 2023.

APPROVED:

By: John R Cooper
JOHN R. COOPER
TRANSPORTATION DIRECTOR

APPROVED AS TO LEGAL FORM:

By: William F Patty 11/9/23
WILLIAM F. PATTY
CHIEF LEGAL COUNSEL
ALABAMA DEPARTMENT
OF TRANSPORTATION

THE STATE OF ALABAMA

ATTEST:

By: Wes Allen
WES ALLEN
SECRETARY OF STATE OF THE
STATE OF ALABAMA

By: Kay Ivey 11-14-23
KAY IVEY
GOVERNOR OF ALABAMA

CERTIFICATION

STATE OF ALABAMA

COUNTY OF MONTGOMERY

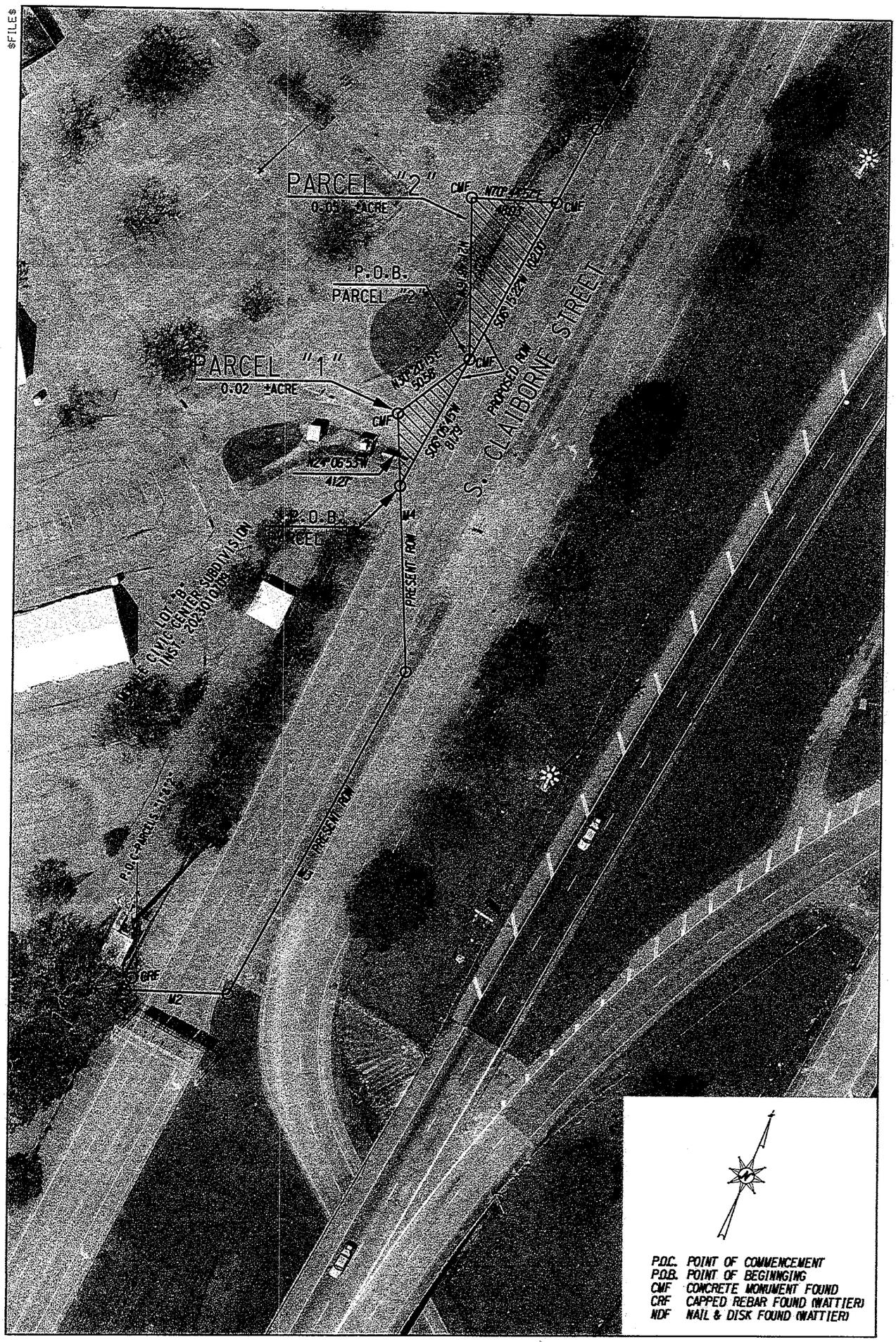
TO: Honorable Kay Ivey, Governor of the State of Alabama:

I, John R. Cooper Director of the Alabama Department of Transportation, do hereby certify that the Alabama Department of Transportation, acting by and through the powers vested in it by law, has negotiated with the City of Mobile in the Quitclaim Deed attached, for the transfer of certain property by the State of Alabama, which property is located in Mobile County, Alabama, and which property is better described in said Quitclaim Deed, and do further certify that all requirements of law with respect to such transfer have been complied with.

This the 7th day of November, 2023.

John R. Cooper

JOHN R. COOPER
TRANSPORTATION DIRECTOR



STATE OF ALABAMA DEPARTMENT OF TRANSPORTATION

GRANTOR:	STATE OF ALABAMA	PROJECT:	I-10-1(5)
BEFORE:	0.07 AC	COUNTY:	MOBILE
ACQUISITION:	0.07 AC	DATE:	10-11-2023
REMAINDER:	0.00 AC	SCALE:	NTS

ALABAMA
DEPARTMENT OF TRANSPORTATION

SOUTHWEST REGION
OFFICE OF REGION ENGINEER
GROVE HILL OFFICE
129 GROVE HILL AVENUE EAST
GROVE HILL, ALABAMA 36451
TELEPHONE: (251) 275-4103
FAX (251) 275-3327

Kay Ivey
GOVERNOR

John R. Cooper
TRANSPORTATION DIRECTOR

November 21, 2023

Mr. James A. DeLapp
Executive Director, Public Works
City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

Dear Sir:

RE: Project No. I-10-1(5) & U-10-1(36)
Transfer of Right of Way
Claiborn/Eslava Street Plan Sheet #38
City of Mobile
Mobile County

Please see attached the original Quitclaim Deed from the State of Alabama to the City of Mobile transferring two parcels of land adjacent to the main entrance of the Mobile Civic Center as you requested in your letter as attached.

Please have this deed and sketch (4 pages) recorded in the Office of Judge of Probate in Mobile County and provide us with a recorded copy once this has been done.

Should you have any questions regarding this paperwork, or need additional information, please give me a call.

Yours Very Truly,

Matthew J. Ericksen, P.E.
Region Engineer

By: _____
Robbie Lipscomb
Right-of-Way Acquisition Manager

MJE/rl
Attachment
CC: file

MOBILE
ALABAMA

June 14, 2023

Mr. Matthew J. Ericksen, P.E.
Southwest Region Engineer
1701 I-65 West Service Road North
Mobile, AL 36118

Dear Mr. Ericksen:

RE: Transfer Request
ROW located at the entrance to Mobile Civic Center (Claiborne Street)

We are asking the State DOT to deem two (2) small ROW parcels, Parcel "B" and "C" described in the attached Exhibit "A" and depicted in Exhibit "B", as excess ROW, and transfer to the City of Mobile. The location is at the main entrance to the Mobile Civic Center (Claiborne Street) in the downtown area. The conveyed ROW will be used for public and non-proprietary purposes and will not affect traffic flow in this area.

Please contact Carleen Stout-Clark at (251) 208-7536 if you need additional information.

Sincerely,

James A. DeLapp
Executive Director, Public Works
City of Mobile

Encls:
Exhibit A, Legal Description
Exhibit B, Sketch Parcels

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Submitted by:

Nick Amberger, Director, Engineering Dept. and Carleen Stout-Clark, Deputy Director, Real Estate Asset Management.

Sponsored by:

Mayor William S. Stimpson and Councilmember Cory Penn.

Purpose and Scope of Project:

Accept one Permanent Drainage Easement and Temporary Construction Easement, one Temporary Construction Easement, and one Right-of-Entry Permit as needed for the Highway 45 From Wilson Avenue to Prichard Avenue US-45 Streetscape Improvements COM Project No. 2022-3005-06, owner donation, no City funds required.

Amount of Contract:

N/A

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	12/7/2023
PDE and TCE Tract 3	Exhibit	12/7/2023
TCE Tract 7 Presley	Exhibit	12/7/2023
TCE Tract 7 Spencer	Exhibit	12/7/2023
TCE Tract 7 Thornton	Exhibit	12/7/2023
ROE Tract 7 Renters	Exhibit	12/7/2023

REVIEWERS:

Department Reviewer	Action	Date

Real Estate	Stout, Carleen	Approved	12/7/2023 - 12:54 PM
Legal	Kern, Chris	Approved	12/7/2023 - 2:23 PM
Mayors Office	Montgomery, Brandi	Approved	12/7/2023 - 2:54 PM

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember Cory Penn

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the City hereby accepts one Permanent Drainage Easement and Temporary Construction Easement, one Temporary Construction Easement, and one Right-of-Entry Permit as needed for the Highway 45 From Wilson Avenue to Prichard Avenue US-45 Streetscape Improvements COM Project No. 2022-3005-06.

1. Permanent Drainage Easement and Temporary Construction Easement from Murphy Oil USA, Inc., a Delaware Corporation (f/k/a Murphy Corporation). Tract 3, located at 2472 St. Stephens Rd.

2. Temporary Construction Easement from Mary A. Presley, Donald E. Spencer and Nancy A. Thornton. Tract 7, located at 2524 Highland Dr.

3. Right-of-Entry Permit from Christopher Clark and Ambria J. Terrell. Tract 7, located at 2524 Highland Dr.

SAID documents being attached hereto and made a part hereof as fully as if set forth herein.

Adopted:

_____

City Clerk

PERMANENT DRAINAGE EASEMENT

AND

TEMPORARY CONSTRUCTION EASEMENT

STATE OF ALABAMA)

COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, MURPHY OIL USA, INC, a Delaware corporation, (f/k/a MURPHY CORPORATION), the Grantor, of the County and State aforesaid, in and for the consideration Ten Dollars ($10.00), in hand paid by the City of Mobile, a Municipal Corporation, the Grantee, the receipt whereof being hereby acknowledged, and for the further consideration of the general public benefit which will accrue to the neighborhood, to the public generally, and to its property, the Grantor does hereby GIVE, GRANT, BARGAIN, SELL AND CONVEY to the Grantee, its successors and assigns, full and free right, liberty and authority to enter upon and to construct, operate and maintain a storm drainage sewer and/or ditch, or other such drainage improvements as deemed necessary and appropriate by the Grantee, for the Highway 45 From Wilson Avenue to Prichard Avenue US-45 Streetscape Improvements COM Project No. 2022-3005-06, across the following described land:

SEE "EXHIBIT A" ATTACHED HERETO

AS SHOWN IN "EXHIBIT B"

It is understood between the parties that the rights in and to the above-described property which the 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. And for and in consideration of the above, the Grantor hereby releases said City of Mobile from all consequential damages, present or prospective to the property of the Grantor, arising out of construction, maintenance or repair of said easement.

TO HAVE AND TO HOLD, the said permanent drainage easement unto the Grantee, its successors and assigns, as appurtenant to its storm drainage sewer and/or ditch, or other drainage improvements deemed appropriate and/or necessary so long as the Grantee, its successors and assigns, shall continue to operate and use for such purposes the storm drainage

sewer and/or ditch, or other such drainage improvements constructed thereon as needed for said project.

In and for the same consideration hereinabove recited, Grantors do hereby grant to the said Grantee, its successors and assigns, full and free right, liberty and authority to enter upon and to use the lands hereinafter described for the operation and storage of such equipment and materials as may be necessary in the construction of the drainage improvements on adjacent land, a temporary construction easement, said easement being on and across the following described lands:

SEE "EXHIBIT A" ATTACHED HERETO
AS SHOWN IN "EXHIBIT B"

TO HAVE AND TO HOLD the said temporary construction easement unto the Grantee its successors and assigns until twelve months after the Grantee completes construction of the above named Project, it being understood that the work will be done in an orderly manner and any property disturbed by the Grantee will be returned to a condition substantially the same as it was on the date work started on the above described property. In and for the same above the Grantor hereby releases said City of Mobile from all consequential damages, present or prospective to the property of the Grantor, arising out of construction, maintenance, or repair of said easement.

IN WITNESS WHEROF, the undersigned has set my hand and seal, this the 27th day of, November, 2023.

LS

Murphy Oil USA, Inc.

By: _____

Its: SVP, Asset Development

ATTEST:

By: _____

Its: Sr. Counsel

STATE OF Arkansas)
COUNTY OF Union)

I, the undersigned, a Notary Public in and for said County in said State do hereby certify that Jennifer Bridges, whose name as SVP, Asset Development, of MURPHY OIL USA, INC., a Delaware corporation, signed the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, as such officers, and with full authority, executed the same voluntarily for and as the act of said corporation, on the day the same bears date.

Given under my hand and official seal this the 27th day of November 2023.

Notary Public, State of Arkansas

My Commission Expires: 7/31/2025

Amber Patterson

AMBER PATTERSON
MY COMM. EXPIRES
07-31-2025
NOTARY
PUBLIC
COMM #12690252
UNION COUNTY, ARKANSAS

This instrument prepared by:
City of Mobile
Real Estate Dept.
P.O Box. 1827
Mobile, AL 36633

GRANTEE:
City of Mobile
P.O. Box 1827
Mobile, AL 36633

Grantor:
Murphy Oil USA, Inc.
P.O. Box. 7300
El Dorado, AR 71731-73

EXHIBT "A"

TRACT 3

3PDE1 PERMENANT DRAINAGE EASEMENT DESCRIBED AS FOLLOWS:

Commencing at a point on the South East corner of lot 1 of McDonough Heights and the North right-of-way line of U.S. HWY 45 according to map book 3 page 409, thence continue along the North right-of-way line of U.S. HWY 45 N63°49'00"W a distance of 33.32 feet more or less to a point on the North right-of-way of U.S. HWY 45 and the POINT OF BEGINNING #1, thence continue along the North right-of-way of U.S. HWY 45 N63°49'00"W a distance of 26.28 feet more or less to a point, thence continue N26°10'40"E a distance of 8.34 feet more or less to a point, thence continue S63°49'00"E a distance of 26.18 feet more or less to a point on an existing 20' drainage easement according to resolution #25-657-1976, thence continue along the existing 20' drainage easement S25°32'27"W a distance of 8.32 feet more or less to a point on the North right of way line of U.S. HWY 45 and the POINT OF BEGINNING #1 and containing 0.005 Acres more or less.

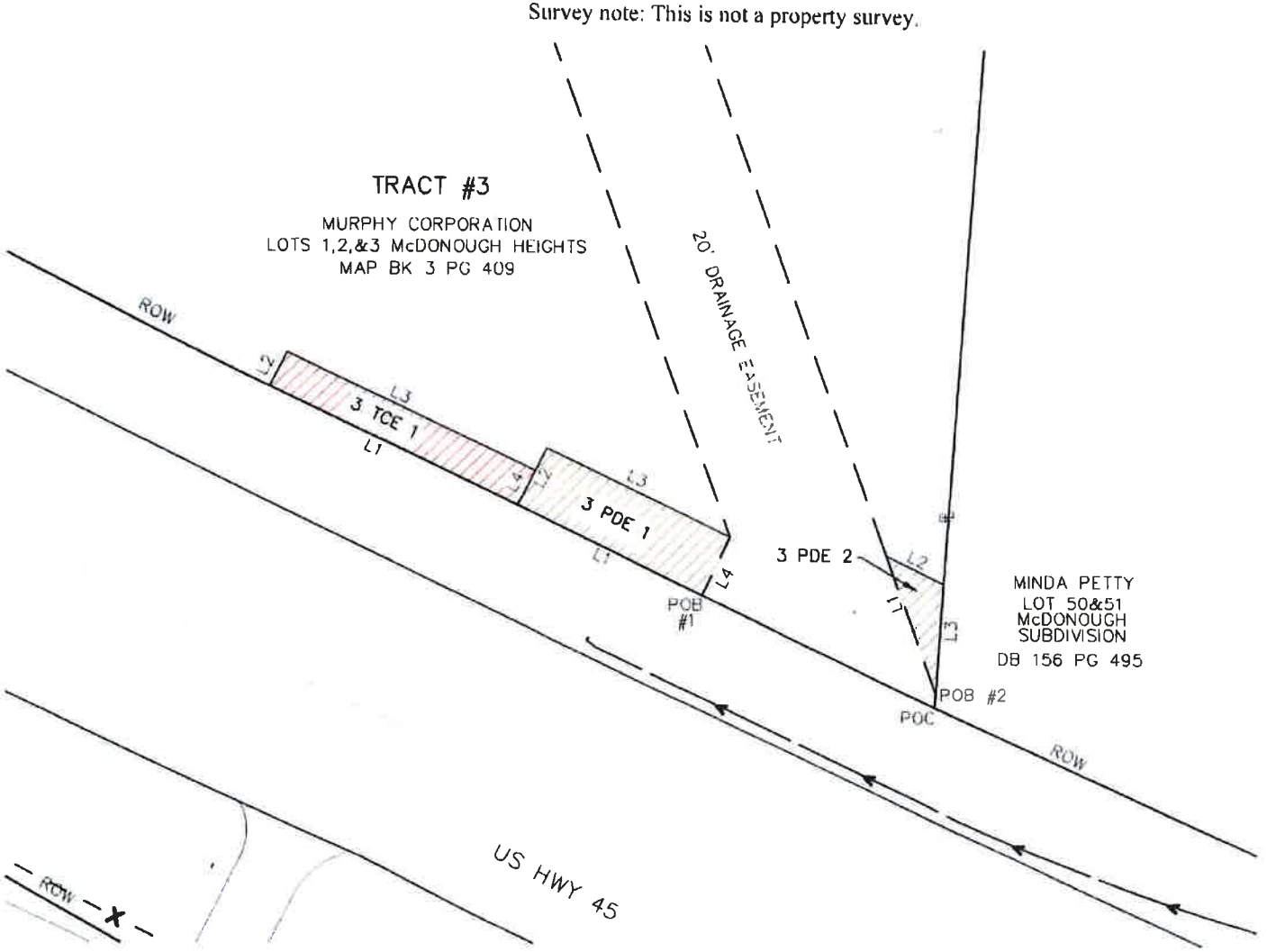
3PDE2 PERMENANT DRAINAGE EASEMENT DESCRIBED AS FOLLOWS:

Commencing at a point on the South East corner of lot 1 of McDonough Heights and the North right of way of U.S. HWY 45 according to map book 3 page 409, thence continue along the East property line of lot 1 of McDonough Heights N03°57'41"W a distance of 2.00 feet more or less to a point on the East property line of lot 1 of McDonough Heights and the POINT OF BEGINNING #2, thence continue N19°50'33"W a distance of 18.90 feet more or less to a point on an existing 20' drainage easement according to resolution #25-657-1976, thence continue S64°31'53"E a distance of 8.20 feet more or less to a point on the East property line of Lot 1 of McDonough Heights, thence continue S03°57'41"W a distance of 14.29 feet more or less to a point on the East property line of lot 1 of McDonough Heights and the POINT OF BEGINNING #2 and containing 0.001 Acres more or less

3TCE1 TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:

Commencing at a point on the South East corner of lot 1 of McDonough Heights and the North right-of-way line of U.S. HWY 45 according to map book 3 page 409, thence continue along the North right-of-way line of U.S. HWY 45 N63°49'00"W a distance of 59.60 feet more or less to a point and the POINT OF BEGINNING #3, thence continue along the North right-of-way of U.S. HWY 45 N63°49'00"W a distance of 35.06 feet more or less to a point, thence continue N26°10'40"E a distance of 5.00 feet more or less to a point, thence continue S63°49'00"E a distance of 35.06 feet more or less to a point, thence continue S26°10'40"W a distance of 5.00 feet more or less to a point on the North right of way line of U.S. HWY 45 and the POINT OF BEGINNING #3 and containing 0.004 Acres more or less.

Survey note: This is not a property survey.



PERMANENT DRAINAGE EASEMENT 3 PDE 1

LINE	BEARING	DISTANCE
L1	N63°49'00"W	26.28'
L2	N26°10'40"E	8.34'
L3	S63°49'00"E	26.18'
L4	S25°32'27"W	8.32'

AREA = 0.005 ACRES

PERMANENT DRAINAGE EASEMENT 3 PDE 2

LINE	BEARING	DISTANCE
L1	N19°50'33"W	18.90'
L2	S64°31'53"E	8.20'
L3	S03°57'41"W	14.29'

AREA = 0.001 ACRES

TEMPORARY CONSTRUCTION EASEMENT 3 TCE 1

LINE	BEARING	DISTANCE
L1	N63°49'00"W	35.06'
L2	N26°10'40"E	5.00'
L3	S63°49'00"E	35.06'
L4	S26°10'40"W	5.00'

AREA = 0.004 ACRES

LEGEND	
TEMPORARY CONSTRUCTION EASEMENT	TCE
PERMANENT EASEMENT	PE
APPROXIMATE PROPERTY LINE	PL
POINT OF BEGINNING	POB
POINT OF COMENCEMENT	POC

0 20 40 Feet

HORIZONTAL SCALE: 1" = 200'

CITY OF MOBILE
ENGINEERING DEPT
205 Government St. Phone 251-208-6216.
Mobile Alabama 36644 Fax 251-208-7398

PROJECT:

U.S. HWY 45 STREETSCAPES
PERMANENT DRAINAGE EASEMENT & TEMPORARY CONSTRUCTION EASEMENT
C.O.M. #2022-3005-06

DATE: AUGUST 18, 2023 | SHEET 1 OF 2

EXHIBIT "B"

TEMPORARY CONSTRUCTION EASEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)

This indenture made this 15th day of November 2023 between Mary A. Presley, the Grantor, and the City of Mobile, a Municipal corporation, organized and existing under the laws of the State of Alabama, Grantee.

WITNESSETH:

That the Grantor, in consideration of the sum of ONE DOLLAR $(1.00) paid by the Grantee, the receipt whereof is hereby acknowledged, and for further consideration of the general public benefit which will accrue to the neighborhood and the benefit which will accrue to her property, does hereby grant to the said Grantee, its successors and assigns, full and free right, liberty and authority to enter upon and use the lands hereinafter described for the operation and storage of such equipment and materials as may be necessary in the construction of the drainage improvements on adjacent land for the Highway 45 From Wilson Avenue to Prichard Avenue US-45 Streetscape Improvements COM Project No. 2022-3005-06, said easement being on and across the following described lands:

SEE "EXHIBIT A" ATTACHED HERETO
AS SHOWN IN "EXHIBIT B"

TO HAVE AND TO HOLD the said temporary construction easement unto the Grantee its successors and assigns until twelve months after the Grantee completes construction of the above-named Project, it being understood that the work will be done in an orderly manner and any property disturbed by the Grantee will be returned to a condition substantially the same as it was on the date work started on the above-described property. In and for the same above the Grantor hereby releases said City of Mobile from all consequential damages, present or prospective to the property of the Grantor, arising out of construction, maintenance, or repair of said easement.

IN WITNESS WHEROF, the undersigned has set my hand and seal, this the 10 day of November, 2023.

Owner:

Mary A. Presley

Witness:

Booker T Presley

Print name: Booker T. Presley

This instrument prepared by:
City of Mobile
Real Estate Dept.
P.O. Box 1827
Mobile, AL 36633

Grantee:
City of Mobile
P.O. Box 1827
Mobile, AL 36633

Grantor:
Mrs. Mary A. Presley
2534 Ashley Oak Dr.
Schertz, TX 78154-2657

EXHIBIT "A"

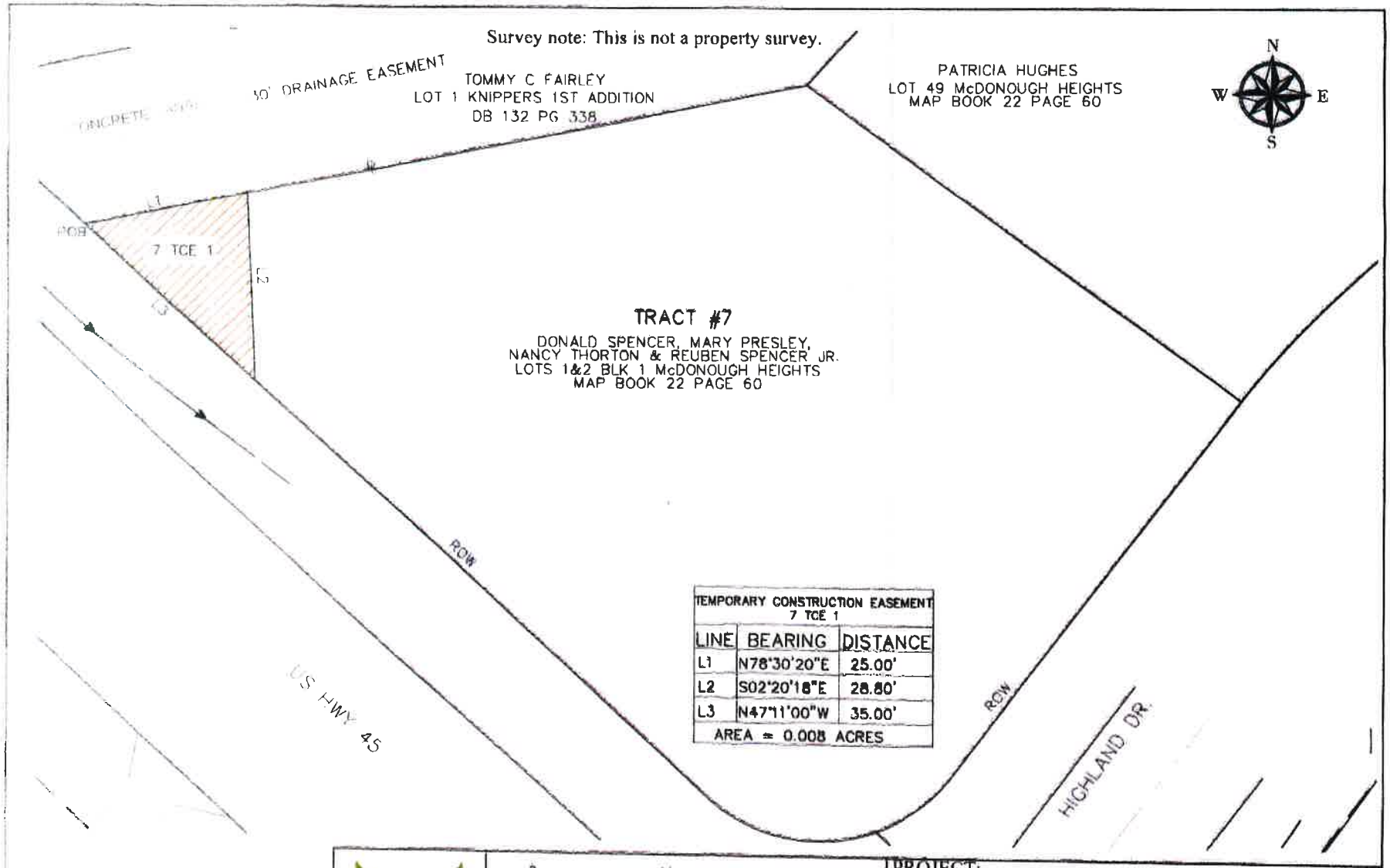
TAX PARCEL # 022902440014338.000

TRACT 7
TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:

Beginning at a point on the North West corner of lots 1&2 of McDonough Heights and the North right of way of U.S. HWY 45 according to map book 22 page 60, thence run N78°30'20"E a distance of 25.00 feet more or less along a 30' drainage easement and the west property line to a point, thence run S02°20'18"E a distance of 28.80 feet more or less to a point on the North right of way of U.S. Hwy 45, thence run N47°11'00"W at a distance of 35.00 feet more or less along the North right of way of U.S. HWY 45 and the POINT OF BEGINNING.

9/21/2023 3:05:38 PM

"EXHIBIT B"



TEMPORARY CONSTRUCTION EASEMENT 7 TCE 1		
LINE	BEARING	DISTANCE
L1	N78°30'20"E	25.00'
L2	S02°20'18"E	28.80'
L3	N47°11'00"W	35.00'
AREA = 0.008 ACRES		

LEGEND	
TEMPORARY CONSTRUCTION EASEMENT	TCE
PERMANENT EASEMENT	PE
APPROXIMATE PROPERTY LINE	℄
POINT OF BEGINNING	POB
POINT OF COMENCEMENT	POC

0 20 40 Feet

HORIZONTAL SCALE: 1" = 200'

CITY OF MOBILE
ENGINEERING DEPT
205 Government St. Phone 251-208-6216.
Mobile Alabama 36644 Fax 251-208-7398

PROJECT:

U.S. HWY 45 STREETSCAPES

TEMPORARY CONSTRUCTION EASEMENT

C.O.M. #2022-3005-06

DATE: AUGUST 22, 2023 | SHEET 1 OF 2

2022-3005-06 EASEMENTS-Permanent and Temporary.pdf 7

TEMPORARY CONSTRUCTION EASEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)

This indenture made this 14 day of November 2023 between Donald E. Spencer, Sr., the Grantor, and the City of Mobile, a Municipal corporation, organized and existing under the laws of the State of Alabama, Grantee.

WITNESSETH:

That the Grantor, in consideration of the sum of ONE DOLLAR $(1.00) paid by the Grantee, the receipt whereof is hereby acknowledged, and for further consideration of the general public benefit which will accrue to the neighborhood and the benefit which will accrue to his property, does hereby grant to the said Grantee, its successors and assigns, full and free right, liberty and authority to enter upon and use the lands hereinafter described for the operation and storage of such equipment and materials as may be necessary in the construction of the drainage improvements on adjacent land for the Highway 45 From Wilson Avenue to Prichard Avenue US-45 Streetscape Improvements COM Project No. 2022-3005-06, said easement being on and across the following described lands:

SEE "EXHIBIT A" ATTACHED HERETO
AS SHOWN IN "EXHIBIT B"

TO HAVE AND TO HOLD the said temporary construction easement unto the Grantee its successors and assigns until twelve months after the Grantee completes construction of the above-named Project, it being understood that the work will be done in an orderly manner and any property disturbed by the Grantee will be returned to a condition substantially the same as it was on the date work started on the above-described property. In and for the same above the Grantor hereby releases said City of Mobile from all consequential damages, present or prospective to the property of the Grantor, arising out of construction, maintenance, or repair of said easement.

IN WITNESS WHEROF, the undersigned has set my hand and seal, this the 14 day of November 2023.

Owner:

Donald E Spencer Sr

Donald E. Spencer, Sr.

Witness:

Ella J. Spencer

Print name: Ella J. Spencer

This instrument prepared by:
City of Mobile
Real Estate Dept.
P.O. Box 1827
Mobile, AL 36633

Grantee:
City of Mobile
P.O. Box 1827
Mobile, AL 36633

Grantor:
Mr. Donald E. Spencer, Sr.
P.O. Box 1482
Monroeville, AL 36461-1482

EXHIBIT "A"

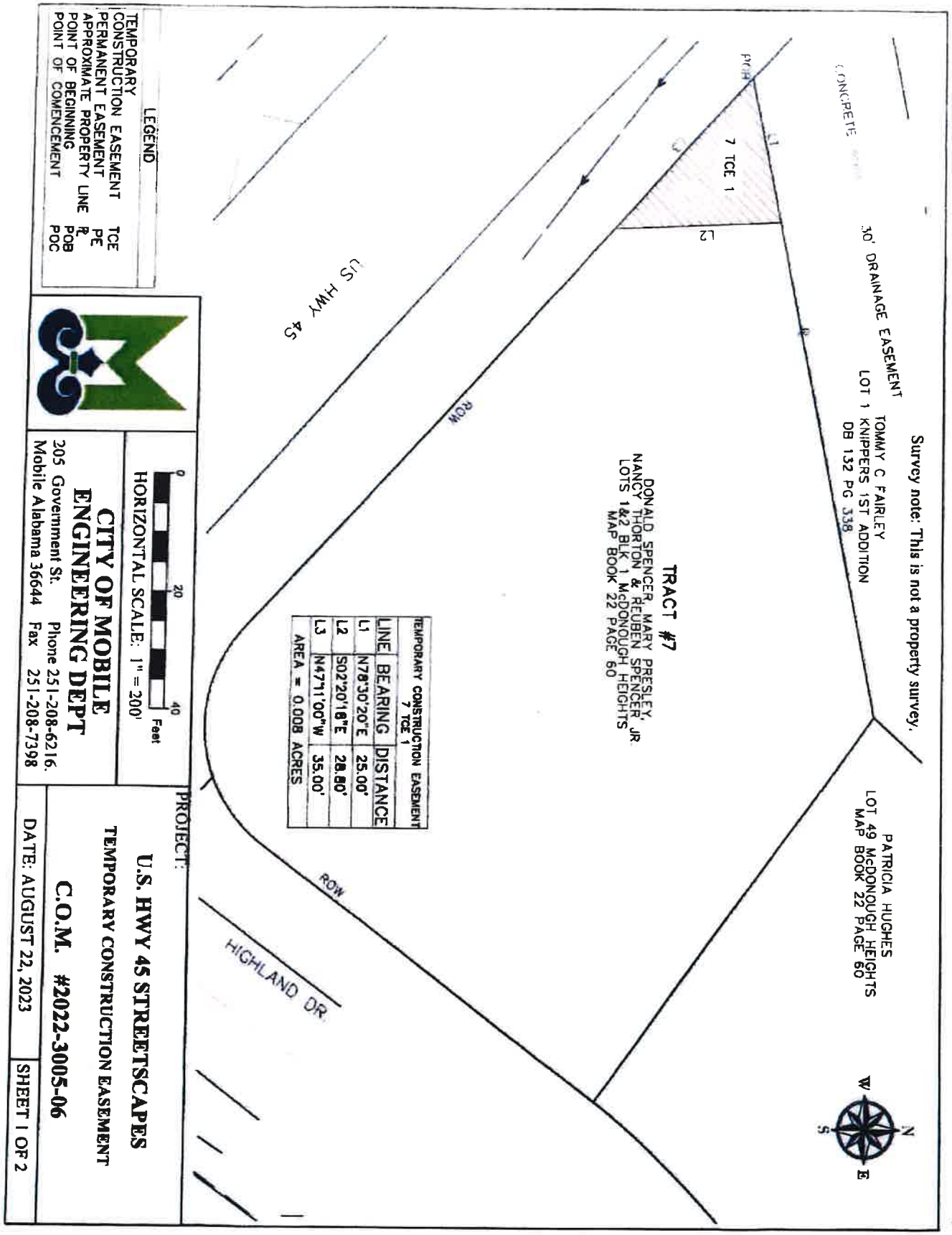
TAX PARCEL # 022902440014338.000

TRACT 7

TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:

Beginning at a point on the North West corner of lots 1&2 of McDonough Heights and the North right of way of U.S. HWY 45 according to map book 22 page 60, thence run N78°30'20"E a distance of 25.00 feet more or less along a 30' drainage easement and the west property line to a point, thence run S02°20'18"E a distance of 28.80 feet more or less to a point on the North right of way of U.S. Hwy 45, thence run N47°11'00"W at a distance of 35.00 feet more or less along the North right of way of U.S. HWY 45 and the POINT OF BEGINNING.

"EXHIBIT B"


Survey note: This is not a property survey.
30' DRAINAGE EASEMENT
TOMMY C FAIRLEY
LOT 1 KNIPPERS 1ST ADDITION
DB 132 PG 338
PATRICIA HUGHES
LOT 49 McDONOUGH HEIGHTS
MAP BOOK 22 PAGE 60
DONALD SPENCER, MARY PRESLEY,
NANCY THORTON & REUBEN SPENCER JR
LOTS 1&2 BLK 1 McDONOUGH HEIGHTS
MAP BOOK 22 PAGE 60
TRACT #7
7 TCE 1
L1
L2
L3
US HWY 45
ROW
ROW
HIGHLAND DR
CONCRETE
TEMPORARY CONSTRUCTION EASEMENT
7 TCE 1
LINE BEARING DISTANCE
L1 N78°30'20"E 25.00'
L2 S02°20'18"E 28.80'
L3 N47°11'00"W 35.00'
AREA = 0.008 ACRES
LEGEND
TCE TEMPORARY CONSTRUCTION EASEMENT
PE PERMANENT EASEMENT
PL APPROXIMATE PROPERTY LINE
POB POINT OF BEGINNING
POC POINT OF COMENCEMENT
0 20 40 Feet
HORIZONTAL SCALE: 1" = 200'
CITY OF MOBILE
ENGINEERING DEPT
205 Government St. Phone 251-208-6216.
Mobile Alabama 36644 Fax 251-208-7398
PROJECT:
U.S. HWY 45 STREETSCAPES
TEMPORARY CONSTRUCTION EASEMENT
C.O.M. #2022-3005-06
DATE: AUGUST 22, 2023
SHEET 1 OF 2

TEMPORARY CONSTRUCTION EASEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)

This indenture made this 9 day of November 2023 between Nancy A. Thornton, the Grantor, and the City of Mobile, a Municipal corporation, organized and existing under the laws of the State of Alabama, Grantee.

WITNESSETH:

That the Grantor, in consideration of the sum of ONE DOLLAR $(1.00) paid by the Grantee, the receipt whereof is hereby acknowledged, and for further consideration of the general public benefit which will accrue to the neighborhood and the benefit which will accrue to her property, does hereby grant to the said Grantee, its successors and assigns, full and free right, liberty and authority to enter upon and use the lands hereinafter described for the operation and storage of such equipment and materials as may be necessary in the construction of the drainage improvements on adjacent land for the Highway 45 From Wilson Avenue to Prichard Avenue US-45 Streetscape Improvements COM Project No. 2022-3005-06, said easement being on and across the following described lands:

SEE "EXHIBIT A" ATTACHED HERETO
AS SHOWN IN "EXHIBIT B"

TO HAVE AND TO HOLD the said temporary construction easement unto the Grantee its successors and assigns until twelve months after the Grantee completes construction of the above-named Project, it being understood that the work will be done in an orderly manner and any property disturbed by the Grantee will be returned to a condition substantially the same as it was on the date work started on the above-described property. In and for the same above the Grantor hereby releases said City of Mobile from all consequential damages, present or prospective to the property of the Grantor, arising out of construction, maintenance, or repair of said easement.

IN WITNESS WHEROF, the undersigned has set my hand and seal, this the 9 day of November 2023.

Owner:

Nancy Thornton

Witness:

This instrument prepared by:
City of Mobile
Real Estate Dept.
P.O. Box 1827
Mobile, AL 36633

Grantee:
City of Mobile
P.O. Box 1827
Mobile, AL 36633

Grantor:
Mrs. Nancy A. Thornton
6519 Pecan Acres
San Antonio, TX 78240-3090

EXHIBIT "A"

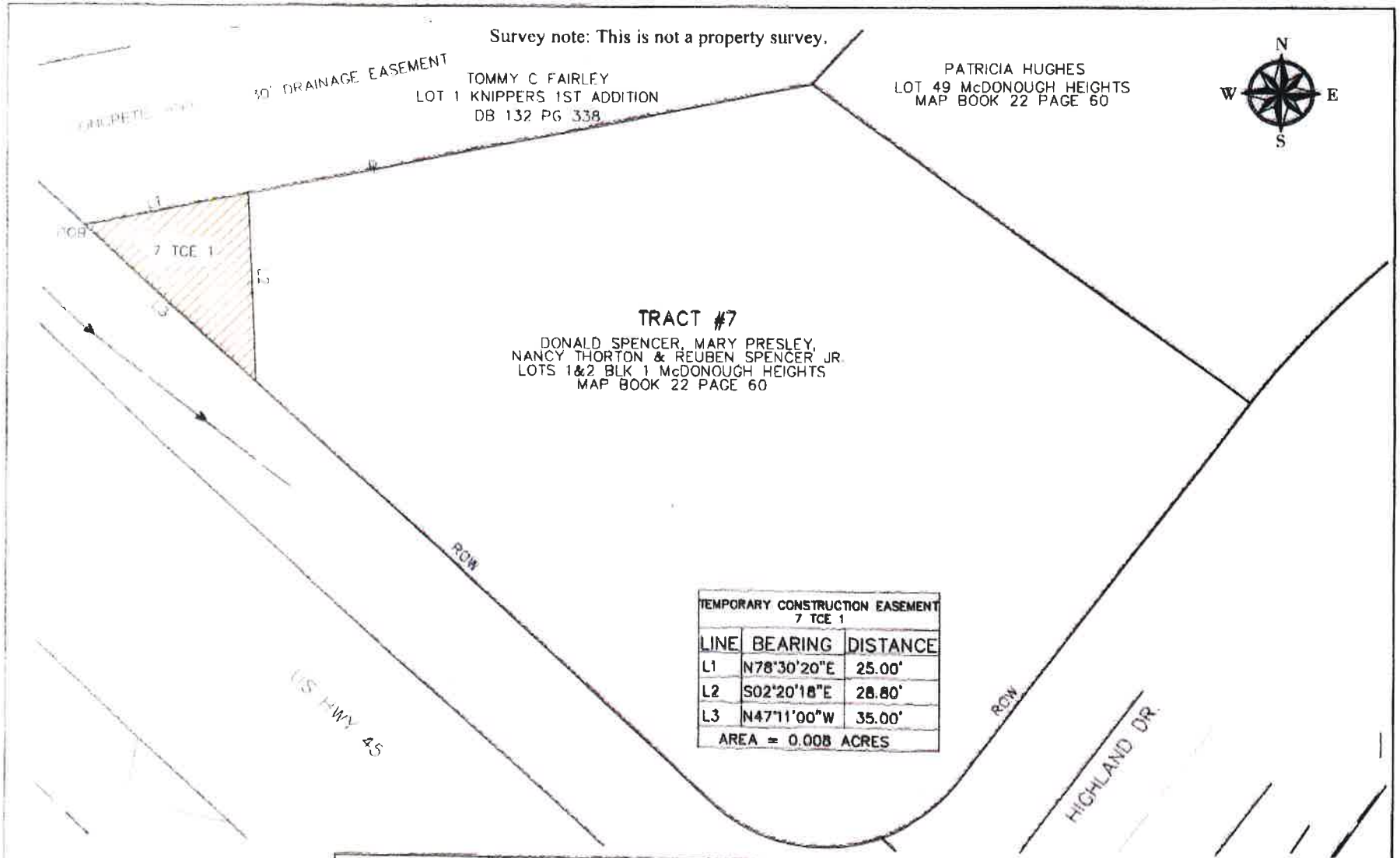
TAX PARCEL # 022902440014338.000

TRACT 7
TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:

Beginning at a point on the North West corner of lots 1&2 of McDonough Heights and the North right of way of U.S. HWY 45 according to map book 22 page 60, thence run N78°30'20"E a distance of 25.00 feet more or less along a 30' drainage easement and the west property line to a point, thence run S02°20'18"E a distance of 28.80 feet more or less to a point on the North right of way of U.S. Hwy 45, thence run N47°11'00"W at a distance of 35.00 feet more or less along the North right of way of U.S. HWY 45 and the POINT OF BEGINNING.

9/21/2023 3:05:38 PM

EXHIBIT B



TEMPORARY CONSTRUCTION EASEMENT 7 TCE 1		
LINE	BEARING	DISTANCE
L1	N78°30'20"E	25.00'
L2	S02°20'18"E	28.80'
L3	N47°11'00"W	35.00'
AREA = 0.008 ACRES		

LEGEND	
TEMPORARY CONSTRUCTION EASEMENT	TCE
PERMANENT EASEMENT	PE
APPROXIMATE PROPERTY LINE	℄
POINT OF BEGINNING	POB
POINT OF COMENCEMENT	POC

0 20 40 Feet

HORIZONTAL SCALE: 1" = 200'

CITY OF MOBILE
ENGINEERING DEPT
205 Government St. Phone 251-208-6216.
Mobile Alabama 36644 Fax 251-208-7398

PROJECT:

U.S. HWY 45 STREETSCAPES

TEMPORARY CONSTRUCTION EASEMENT

C.O.M. #2022-3005-06

DATE: AUGUST 22, 2023

SHEET 1 OF 2

2022-3005-06 EASEMENTS-Permanent and Temporary.pdf 7

RIGHT-OF-ENTRY PERMIT

City of Mobile

County of Mobile

The undersigned hereby certifies and warrants that they are the renters of the property described herein, and the undersigned hereby authorizes the City of Mobile, its successors and assigns, including its contractors and sub-contractors, the authority and permission to enter in and onto the premises located within the City of Mobile, Alabama, more commonly identified as: 2524 Highland Dr. and as shown as the Temporary Construction Easement on:

EXHIBIT "A"

and do the following:

Use the lands described for the operation and as storage of such equipment and materials as may be necessary in the construction of the drainage improvements on adjacent land for the Highway 45 From Wilson Avenue to Prichard Avenue US-45 Streetscape Improvements COM Project No. 2022-3005-06.

on the above described property at no expense to the said property owner. The work will be done in an orderly manner and any property disturbed by the City will be returned to a condition substantially the same as it was on the date work started on the above described property. And for and in consideration of the above, the Grantor hereby releases said City of Mobile from all consequential damages, present or prospective to the property of the Grantor, arising out of construction, maintenance or repair of said easement.

For the considerations and purposes set forth herein, I hereby set my hand and seal this the 5th day of December, 2023.

Renters:

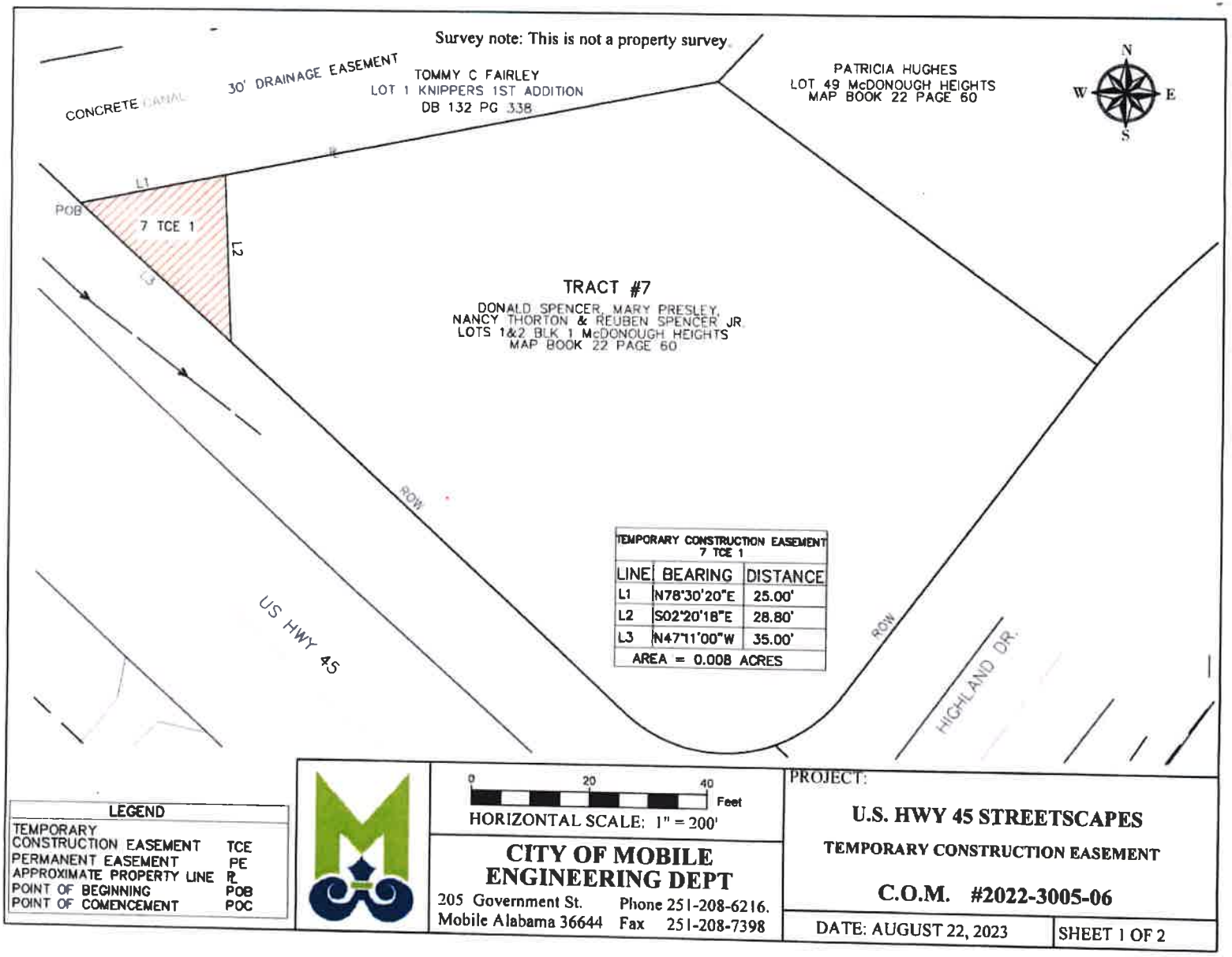
Christopher Clark

Ambria J. Terrell

Witnessed By:

Print: Jaclyn Benedict

EXHIBIT "A"


Survey note: This is not a property survey.
CONCRETE CANAL
30' DRAINAGE EASEMENT
TOMMY C FAIRLEY
LOT 1 KNIPPERS 1ST ADDITION
DB 132 PG 338
PATRICIA HUGHES
LOT 49 McDONOUGH HEIGHTS
MAP BOOK 22 PAGE 60
N
W
E
S
L1
POB
7 TCE 1
L2
L3
TRACT #7
DONALD SPENCER, MARY PRESLEY,
NANCY THORTON & REUBEN SPENCER JR
LOTS 1&2 BLK 1 McDONOUGH HEIGHTS
MAP BOOK 22 PAGE 60
ROW
US HWY 45
ROW
HIGHLAND DR.
TEMPORARY CONSTRUCTION EASEMENT
7 TCE 1
LINE | BEARING | DISTANCE
L1 | N78°30'20"E | 25.00'
L2 | S02°20'18"E | 28.80'
L3 | N47°11'00"W | 35.00'
AREA = 0.008 ACRES
LEGEND
TEMPORARY CONSTRUCTION EASEMENT TCE
PERMANENT EASEMENT PE
APPROXIMATE PROPERTY LINE PL
POINT OF BEGINNING POB
POINT OF COMENCEMENT POC
0 20 40 Feet
HORIZONTAL SCALE: 1" = 200'
CITY OF MOBILE
ENGINEERING DEPT
205 Government St. Phone 251-208-6216.
Mobile Alabama 36644 Fax 251-208-7398
PROJECT:
U.S. HWY 45 STREETSCAPES
TEMPORARY CONSTRUCTION EASEMENT
C.O.M. #2022-3005-06
DATE: AUGUST 22, 2023
SHEET 1 OF 2

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Alexcia Jackson

Amount of Contract:

n/a

Effective Date of Contract:

12/19/2023

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Jackson

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Settlement Agreement and Release of Claims - Jackson	Resolution Letter	11/28/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	11/28/2023 - 11:05 AM

11/28/2023 -

Legal	Kern, Chris	Approved	11:08 AM
Mayors Office	Montgomery, Brandi	Approved	11/30/2023 - 2:16 PM

RESOLUTION

Sponsored by: Mayor Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized and directed to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Alexcia Jackson, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

\\Citylawsrv\cycom\WPDocs\D027\P005\00121603.docx

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Sponsored by:

Councilmember Reynolds

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

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

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/16/2023 - 12:50 PM

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 4305 and 4315 Halls Mill Road

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

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

Lisa C. Lambert
City Clerk

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

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

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

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

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

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 19th day of December, 2023, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

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

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

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

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

AN ORDINANCE 2023

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

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

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

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

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

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

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

Adopted:

_____

Lisa Lambert, City Clerk

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

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

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

Dear Council Members:

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

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

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

November 6, 2023

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

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

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

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

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

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

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

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

The advertising fee for this application based on the current legal description is $360.62. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: 
Margaret Pappas
Deputy Director of Planning and Zoning

LOT 1, KITCHENS – PERSONS SUBDIVISION

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

MOBILE CITY PLANNING COMMISSION
October 10, 2023
PUBLIC HEARING NOTICE

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

Dear Applicant(s) / Owner(s):

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

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

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

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

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

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

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

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

MOBILE CITY PLANNING COMMISSION
October 10, 2023
PUBLIC HEARING NOTICE

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

Dear Property Owner(s):

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

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

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

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

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

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

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

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

City of Mobile · Planning & Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**
Checklist A

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

☐ **Planned Development**
Checklist C

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

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

---

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

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

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

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

4305 & 4315 HALLS MILL ROAD
Property Address

118941
Property Area (acres or square feet)

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

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

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

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

This requirement applies to any of the following applications:

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

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

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

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

Owner Signature — Date: 9/18/23

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

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

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

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

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

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

---

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

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

LIGHT INDUSTRY
Future Land Use Map (FLUM) Designation

I-1 & B-3
Requested Zoning

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

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

THIS PROPOSAL SHOULD BE NO DIFFERENT THAN WHAT IS EXISTING.

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

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

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

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

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

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

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

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

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

N/A

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

APPLICANT(S)

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

Kari P. Givens Date: 9/12/23

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

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

PROPERTY OWNER(S)

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

Signature: Leigh K. Mello Date:

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

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

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

Signature: Leigh K. Mello Date:

Type name: LEIGH K. MELLO

Use additional pages / copies of this form as needed.

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

APPLICANT(S)

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

Kari P. Givens Date: 9/12/23

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

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

PROPERTY OWNER(S)

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

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

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

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

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

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

Type name: PERSONS DEVELOPMENT & CONSTRUCTION

Use additional pages / copies of this form as needed.

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

September 8, 2023

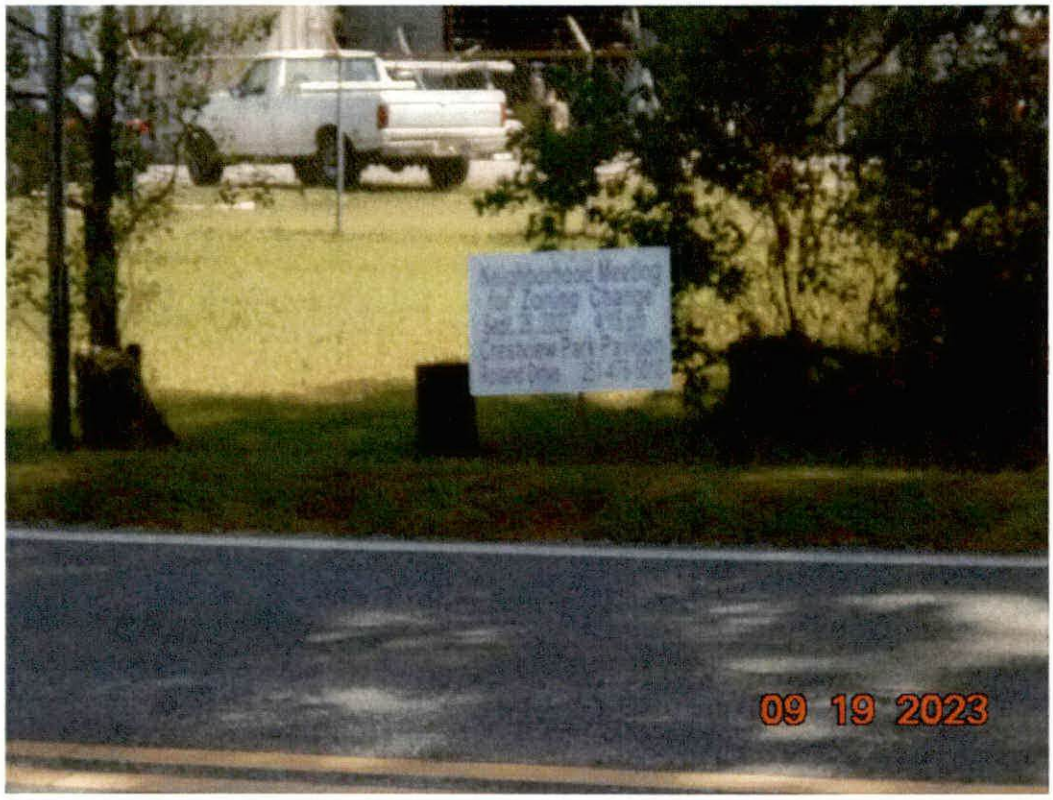
Dear Neighbor,

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

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

Sincerely,

Gerald D. Byrd


09 19 2023

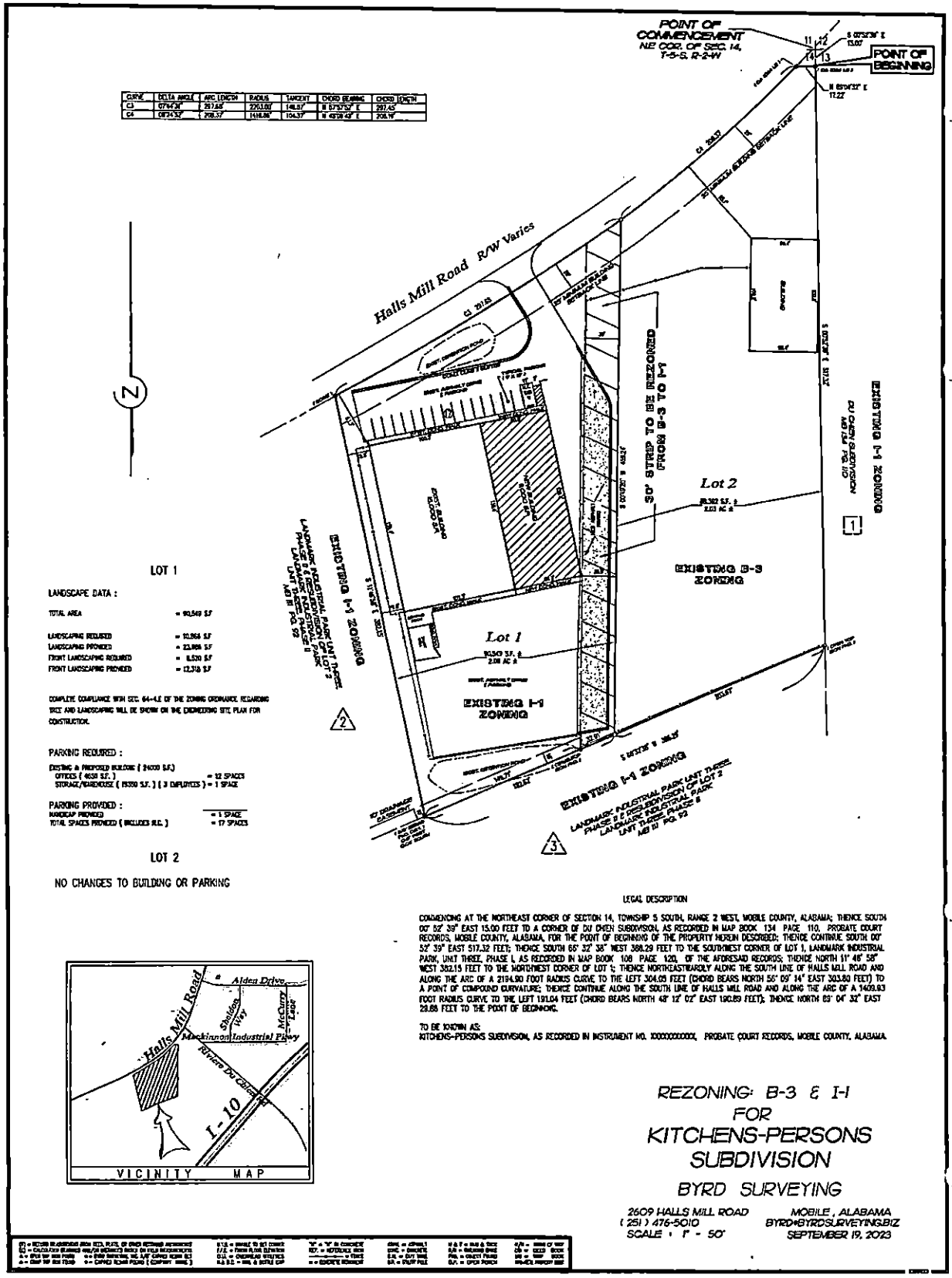

Riviere Du Chien
Neighborhood Meeting
for Zoning Change
Sept. 26, 2023 4:15 pm
Crestview Park Pavilion
Roland Drive 251-476-5010
09 19 2023

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

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

LEGAL DESCRIPTION FOR KITCHENS – PERSONS SUBDIVISION & REZONING

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



CURVE	DELTA ANGLE	ARC LENGTH	RADIUS	TANGENT	CHORD BEARING	CHORD LENGTH
C3	07°44'38"	297.68'	2203.00'	148.97'	N 87°37'57" E	297.45'
C4	08°24'52"	208.37'	1418.86'	104.39'	N 49°09'48" E	208.19'

LOT 1

LANDSCAPE DATA :

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

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

PARKING REQUIRED :

EXISTING & PROPOSED BUILDING (24000 S.F.)
OFFICES (4638 S.F.) = 12 SPACES
STORAGE/WAREHOUSE (19350 S.F.) (3 EMPLOYEES) = 1 SPACE

PARKING PROVIDED :

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

LOT 2

NO CHANGES TO BUILDING OR PARKING

LEGAL DESCRIPTION

COMMENCING AT THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE SOUTH 00° 52' 39" EAST 15.00 FEET TO A CORNER OF DU CHIEN SUBDIVISION, AS RECORDED IN MAP BOOK 134 PAGE 110, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE SOUTH 00° 52' 39" EAST 517.32 FEET; THENCE SOUTH 88° 32' 38" WEST 388.29 FEET TO THE SOUTHWEST CORNER OF LOT 1, LANDMARK INDUSTRIAL PARK, UNIT THREE, PHASE II, AS RECORDED IN MAP BOOK 108 PAGE 120, OF THE AFORESAID RECORDS; THENCE NORTH 11° 48' 58" WEST 352.15 FEET TO THE NORTHWEST CORNER OF LOT 1; THENCE NORTHEASTWARDLY ALONG THE SOUTH LINE OF HALLS MILL ROAD AND ALONG THE ARC OF A 2194.90 FOOT RADIUS CURVE TO THE LEFT 304.05 FEET (CHORD BEARS NORTH 55° 09' 14" EAST 303.80 FEET) TO A POINT OF COMPOUND CURVATURE; THENCE CONTINUE ALONG THE SOUTH LINE OF HALLS MILL ROAD AND ALONG THE ARC OF A 1409.93 FOOT RADIUS CURVE TO THE LEFT 191.04 FEET (CHORD BEARS NORTH 48° 12' 02" EAST 190.89 FEET); THENCE NORTH 89° 04' 32" EAST 29.88 FEET TO THE POINT OF BEGINNING.

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

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

BYRD SURVEYING

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

MOBILE, ALABAMA
BYRD@BYRDSURVEYINGBIZ
SEPTEMBER 19, 2023

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

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

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

Dalton Holdings, LLC
4251 Alden Drive
Mobile, AL 36693

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

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

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

Richard A. Russell
5500 Plantation Road
Theodore, AL 36582

Walter & Faye Tidwell
3305 Anson Court
Mobile, AL 36605

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

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

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

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

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

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

Agenda Item # 6

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

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Rezoning

DETAILS

Location:
4305 and 4315 Halls Mill Road

Subdivision Name:
Kitchens – Persons Subdivision

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

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

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

Proposed Zoning:
I-1, Light Industry District

Future Land Use:
Light Industry

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

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

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

Report Contents: **Page**

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

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and industrial units.

APPLICATION NUMBER 6 DATE November 2, 2023

APPLICANT Kitchens-Persons Subdivision

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

N

NTS

SITE HISTORY

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

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

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

STAFF COMMENTS

Engineering Comments:

SUBDIVISION

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

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

REZONING

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

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

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

Planning Comments:

Subdivision

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

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

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

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

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

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

Rezoning

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

SUBDIVISION CONSIDERATIONS

Standards of Review:

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

Considerations:

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

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

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

REZONING CONSIDERATIONS

Standards of Review:

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

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

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

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

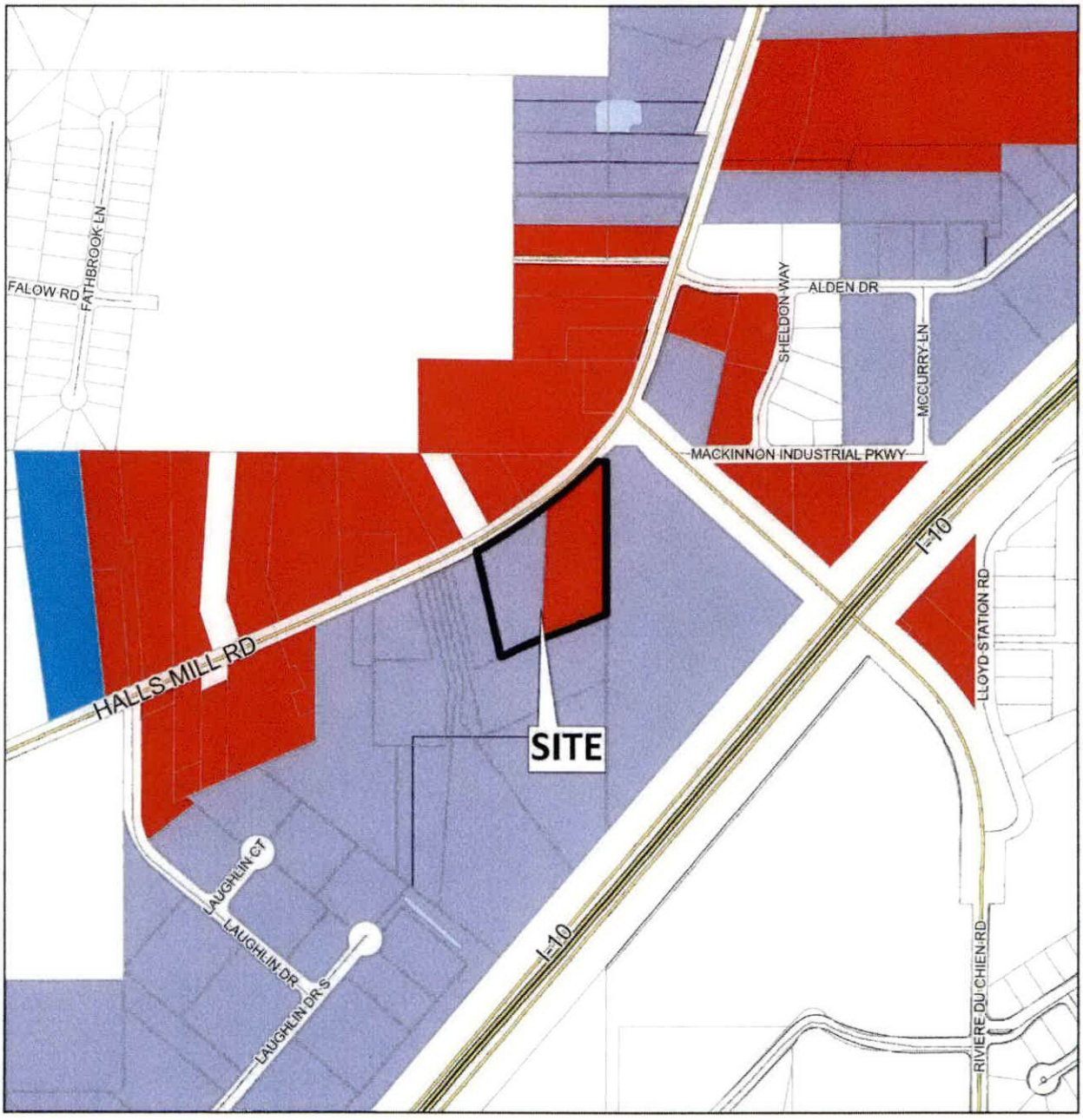
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

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

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

LOCATOR ZONING MAP



APPLICATION NUMBER 6 DATE November 2, 2023

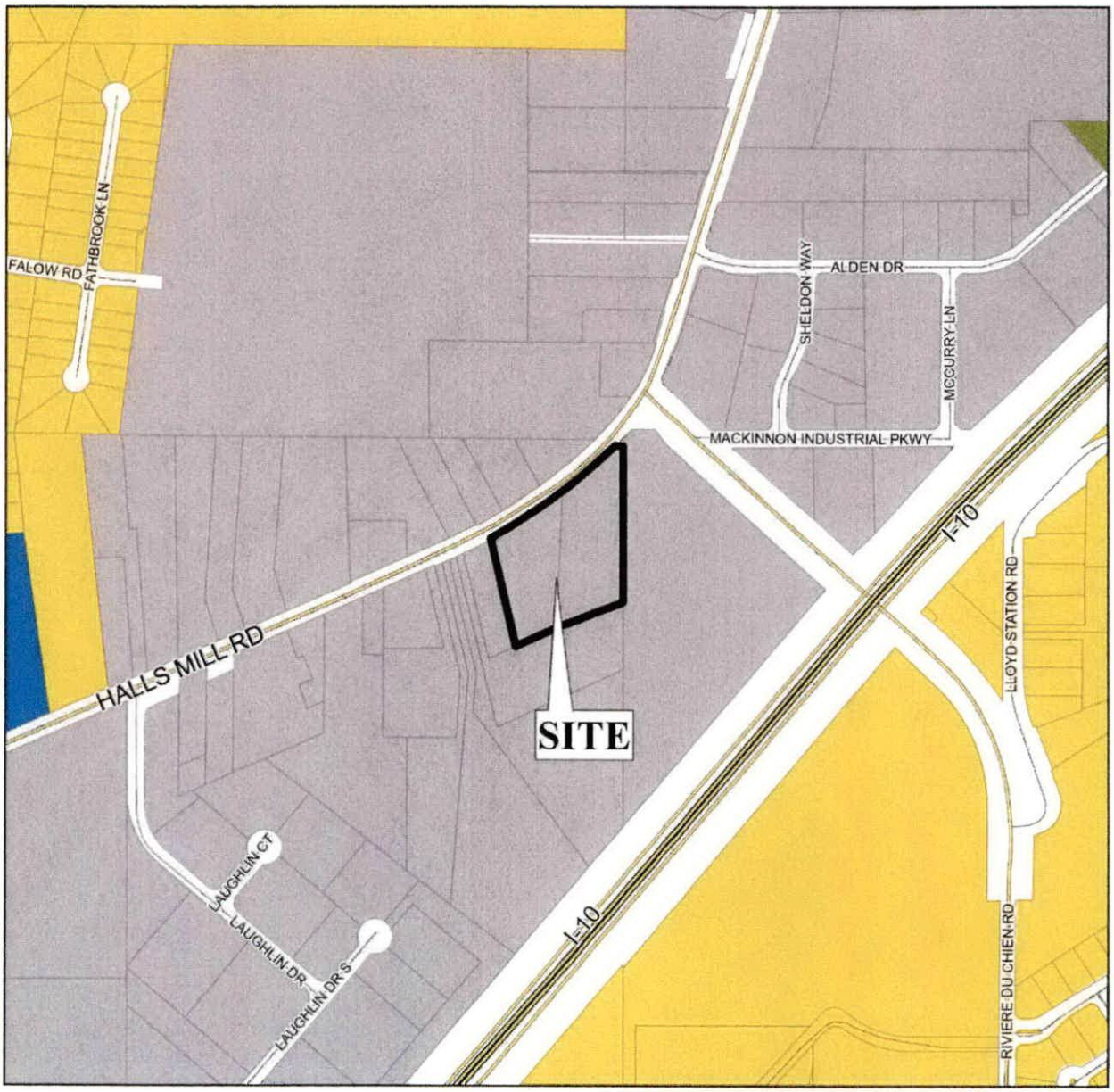
APPLICANT Kitchens-Persons Subdivision

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

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 6 DATE November 2, 2023

APPLICANT Kitchens-Persons Subdivision

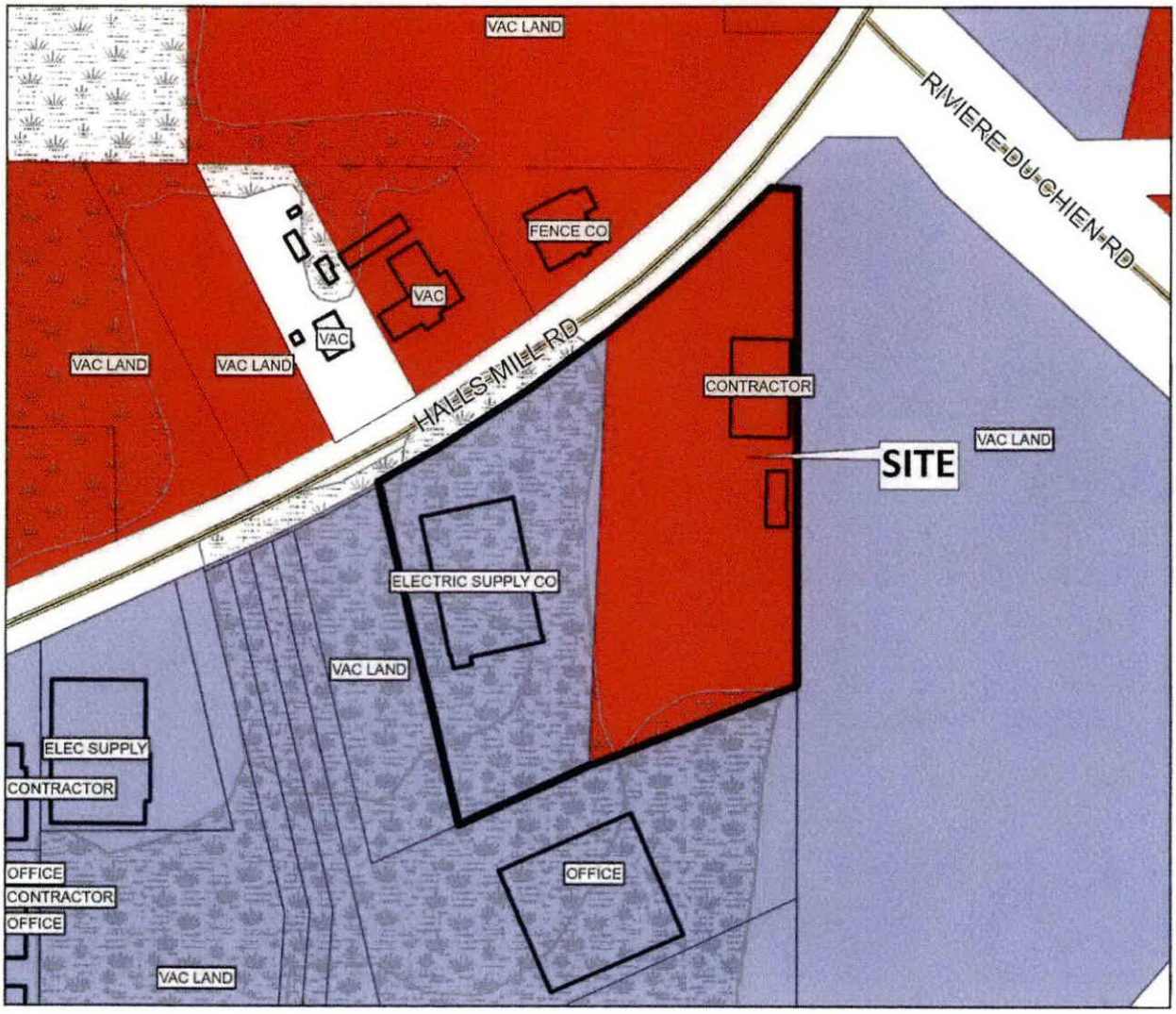
REQUEST Subdivision, and Rezoning from I-1 and B-3 to I-1

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and industrial units.

APPLICATION NUMBER 6 DATE November 2, 2023

APPLICANT Kitchens-Persons Subdivision

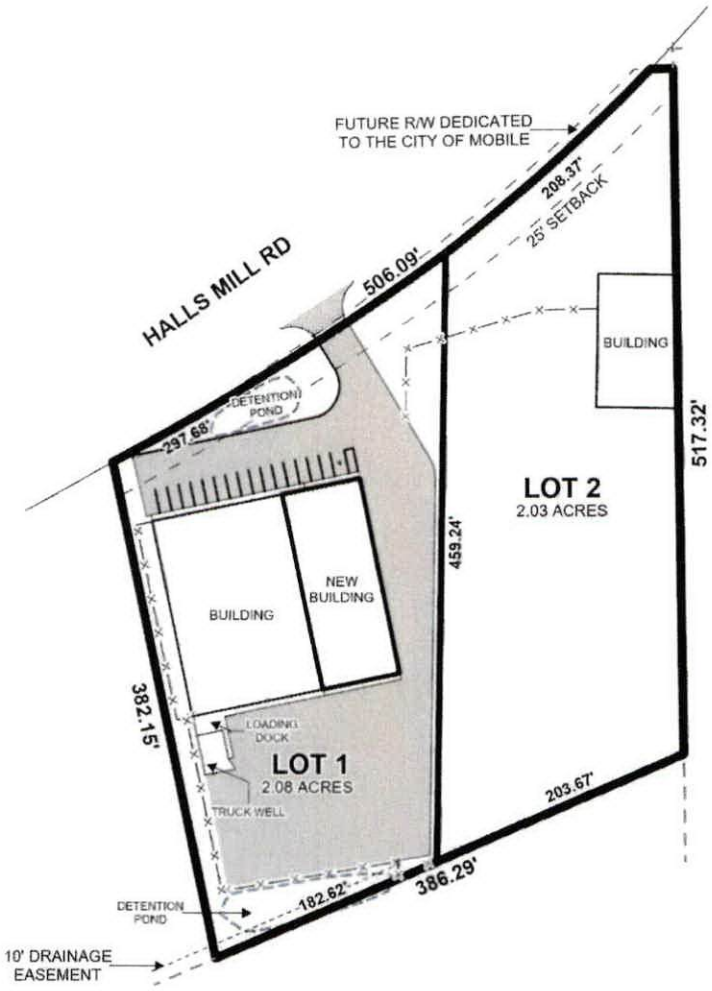
REQUEST Subdivision, and Rezoning from I-1 and B-3 to I-1

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

N

NTS

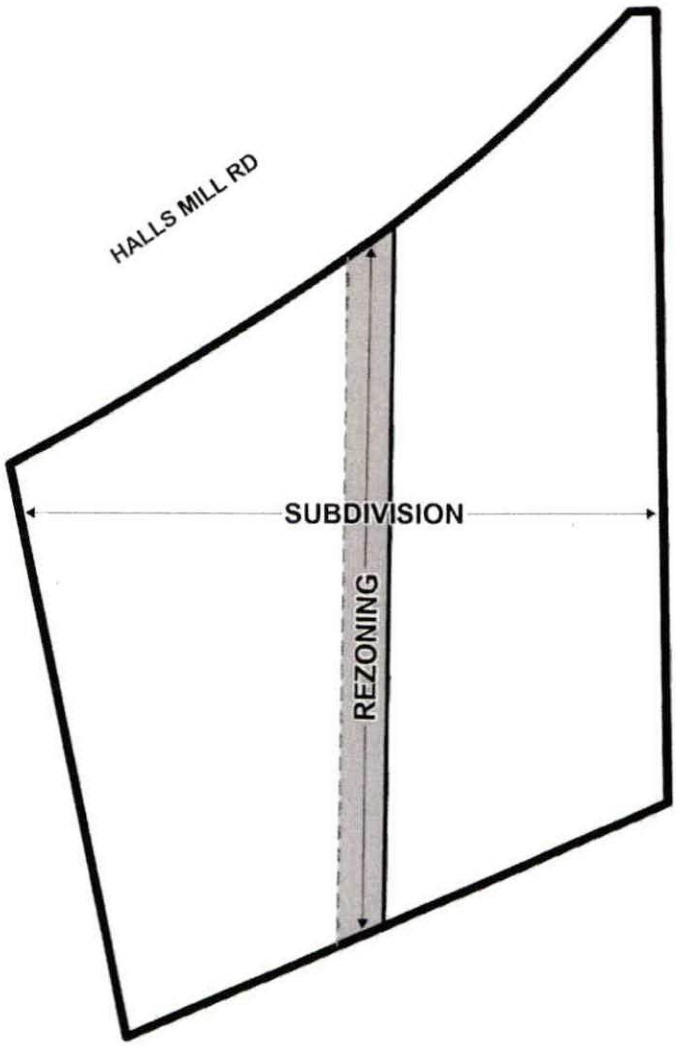
SITE PLAN



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

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

DETAIL SITE PLAN



APPLICATION NUMBER 6 DATE November 2, 2023

APPLICANT Kitchens-Persons Subdivision

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

N

NTS

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

Zoning District Correspondence Matrix

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

LIGHT INDUSTRY (LI)

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

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

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

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

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Sponsored by:

Councilmember Reynolds

Funding Source

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

ATTACHMENTS:

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

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/16/2023 - 1:10 PM

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 4354 and 4364 Halls Mill Road

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

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

Lisa C. Lambert
City Clerk

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

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

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

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

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

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

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 19th day of December, 2023, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

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

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

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

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

AN ORDINANCE 2023

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

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

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

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

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

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

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

Adopted:

Lisa Lambert, City Clerk

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

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

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

Dear Council Members:

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

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

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

November 6, 2023

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

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

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

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

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

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

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

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

The advertising fee for this application based on the current legal description is $372.78. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas
Margaret Pappas
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION
October 10, 2023
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

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

Dear Applicant(s) / Owner(s):

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

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

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

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

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

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

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

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

MOBILE CITY PLANNING COMMISSION
October 10, 2023
PUBLIC HEARING NOTICE

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

Dear Property Owner(s):

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

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

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

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

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

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

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

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

NEIGHBORHOOD MEETING DOCUMENTATION

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

This section applies to any of the following applications:

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

Please verify the following documentation is provided:

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

Neighborhood Meeting Proceedings:

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

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

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

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

ATTACHMENT FOR NEIGHBORHOOD MEETING FOR
HMR ONE REZONING

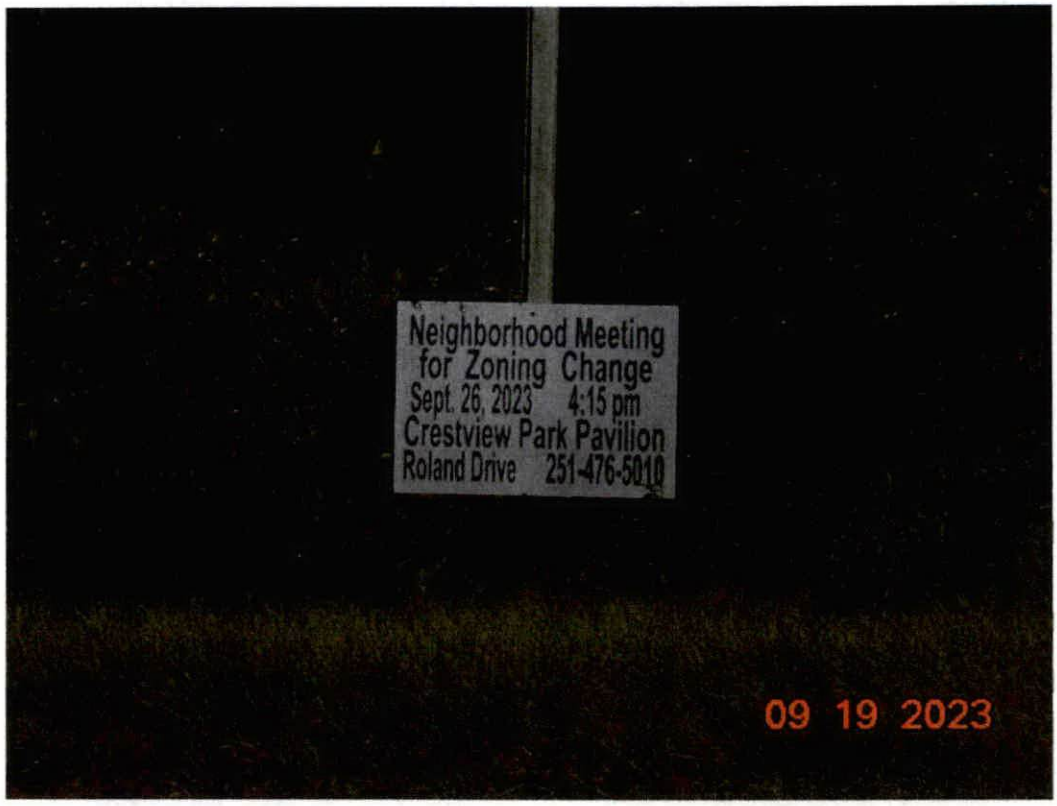
THE MEETING WAS SCHEDULED FOR 4:15 P.M. AND I ARRIVED AT 3:55 P.M. TO PREPARE FOR THE MEETING. AT 4:15 P.M. THERE WAS NO ONE PRESENT FOR THE MEETING. AT 4:30 P.M. THERE WAS NO ONE PRESENT FOR THE MEETING. At 4:45 P.M. THERE WAS NO ONE PRESENT FOR THE MEETING AND I MADE THE DECISION TO LEAVE.

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

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

SINCERELY,

GERALD D. BYRD


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


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

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

September 8, 2023

Dear Neighbor,

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

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

Sincerely,

Gerald D. Byrd

Richard A. Russell
5500 Plantation Road
Theodore, AL 36582

Mobile County
205 Government Street
Mobile, AL 36644

CTCG Assets LLC
4254 Halls Mill Road
Mobile, AL 36693

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

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

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

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

Russell Investments, LLC
5500 Plantation Road
Theodore, AL 36582

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

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

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

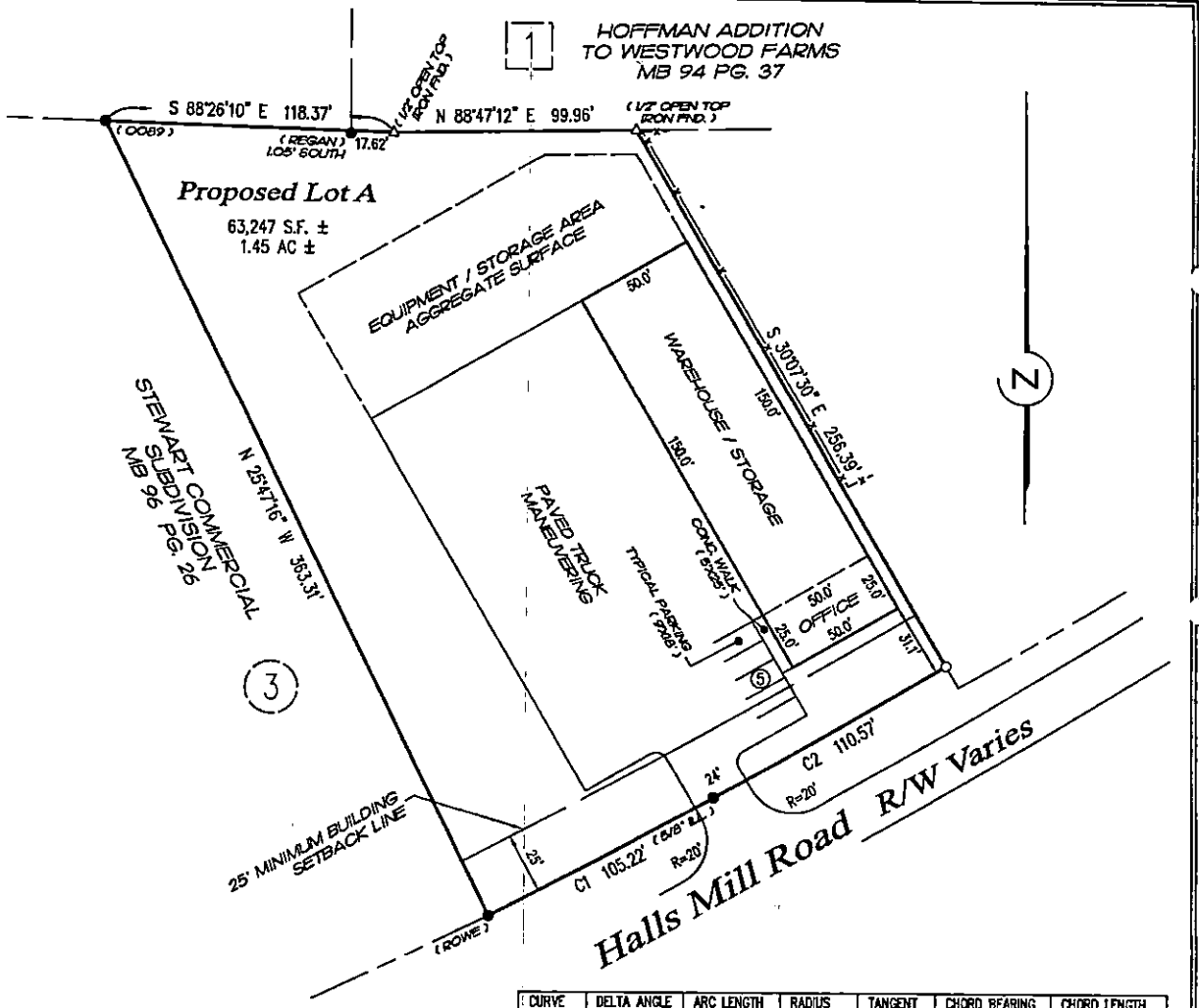
Four Eagles Halls Mill, LLC
c/o Greg Marshall
13905 Shell Belt Road
Bayou La Batre, AL 36509

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

NEIGHBORHOOD MEETING FOR
KITCHENS - PERSONS REZONING
AND
HMR ONE REZONING

SEPT. 26, 2023 4:15 PM

NAME	ADDRESS



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

LEGAL DESCRIPTION

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

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

LANDSCAPE DATA :

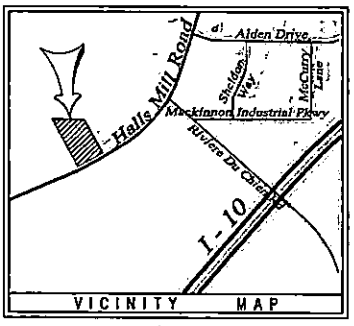
TOTAL AREA	= 63,247 S.F
LANDSCAPING REQUIRED	= 7,590 S.F
LANDSCAPING PROVIDED	= 26,784 S.F
FRONT LANDSCAPING REQUIRED	= 4,554 S.F
FRONT LANDSCAPING PROVIDED	= 4,917 S.F

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

PARKING REQUIRED :

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

PARKING PROVIDED = 5 SPACES



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

BYRD SURVEYING

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

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

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

2385279

City of Mobile · Planning & Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**
Checklist A

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

☐ **Planned Development**
Checklist C

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

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

---

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

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

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

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

4354 & 4364 HALLS MILL ROAD — Property Address

63247 SF — Property Area (acres or square feet)

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

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

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

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

This requirement applies to any of the following applications:

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

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

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

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

Walter R Tidwell — Owner Signature

Bradford J Penton

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

9/18/23 — Date

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

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

Kari P. Given — Applicant or Agent Signature

9/18/23 — Date

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

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

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

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

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

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

LIGHT INDUSTRY — Future Land Use Map (FLUM) Designation

I-1 — Requested Zoning

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

UNKNOWN

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

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

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

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

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

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

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

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

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

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

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

N/A

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

APPLICANT(S)

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

Kari P. Givens Date: 9/12/23

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

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

PROPERTY OWNER(S)

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

Signature: Date: 9/20/23

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

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

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

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

Type name: JOSEPH W. PENTON, JR.

Use additional pages / copies of this form as needed.

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

APPLICANT(S)

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

Kari P. Givens Date: 9/12/23

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

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

PROPERTY OWNER(S)

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

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

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

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

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

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

Type name: WALTER P. TIDWELL

Use additional pages / copies of this form as needed.

THE STATE OF ALABAMA

COURT OF PROBATE

COUNTY OF MOBILE

CASE NO. 2017-1577

RE: JOSEPH WOODROW PENTON JR, DECEASED

LETTERS TESTAMENTARY

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

ORDERED this 21st day of September, 2017.

/S/DON DAVIS
DON DAVIS, Judge of Probate

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

By: _____
C. MARK ERWIN, Chief Clerk

THE STATE OF ALABAMA

COURT OF PROBATE

COUNTY OF MOBILE

CASE NO. 2017-1577

RE: JOSEPH WOODROW PENTON JR, DECEASED

LETTERS TESTAMENTARY

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

ORDERED this 21st day of September, 2017.

/S/DON DAVIS

DON DAVIS, Judge of Probate

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

By: _____

C. MARK ERWIN, Chief Clerk

IN THE PROBATE COURT OF MOBILE COUNTY, ALABAMA

IN THE MATTER OF

CASE NO. 2017-1577

JOSEPH WOODROW PENTON JR,

Deceased.

ORDER

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

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

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

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

Dated this 21st day of September, 2017.

DON DAVIS, Judge of Probate

THE STATE OF ALABAMA

COURT OF PROBATE

COUNTY OF MOBILE

CASE NO. 2017-1577

RE: JOSEPH WOODROW PENTON JR, DECEASED

LETTERS TESTAMENTARY

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

ORDERED this 21st day of September, 2017.

DON DAVIS, Judge of Probate

THE STATE OF ALABAMA

COURT OF PROBATE

COUNTY OF MOBILE

CASE NO. 2017-1577

RE: JOSEPH WOODROW PENTON JR, DECEASED

LETTERS TESTAMENTARY

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

ORDERED this 21st day of September, 2017.

/S/DON DAVIS

DON DAVIS, Judge of Probate

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

By: _____

C. MARK ERWIN, Chief Clerk

ALABAMA

Center for Health Statistics
ALABAMA CERTIFICATE OF DEATH

State File Number 101 2017-21904

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

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

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

CAUSE OF DEATH

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

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

41. PART II. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH

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

49. HOW INJURY OCCURRED

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

ADPH HS 82/REV 01-16

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

August 9, 2017

Catherine M. Donald

Catherine Molchan Donald
State Registrar of Vital Statistics

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

STATE OF ALABAMA

COUNTY OF MOBILE

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

ONE

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

TWO

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

THREE

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

Initial Here _____

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

FOUR

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

Initial Here

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

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

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

Emily Penton Herrod
Witness

Joseph B Stewart
Witness

STATE OF ALABAMA
COUNTY OF MOBILE

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

NOTARY PUBLIC
My Commission Expires

WILL G. PHILLIPS
My Commission Expires
March 18, 2019

[AFFIX SEAL]

Initial Here JP

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

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

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

WITNESS:

Emily Penton Herrod

Residing at: 3731 Shipwatch Ln
Knoxville TN 37920

Joseph Brent Stewart

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

Initial Here JWP

This Document Was Prepared by:

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

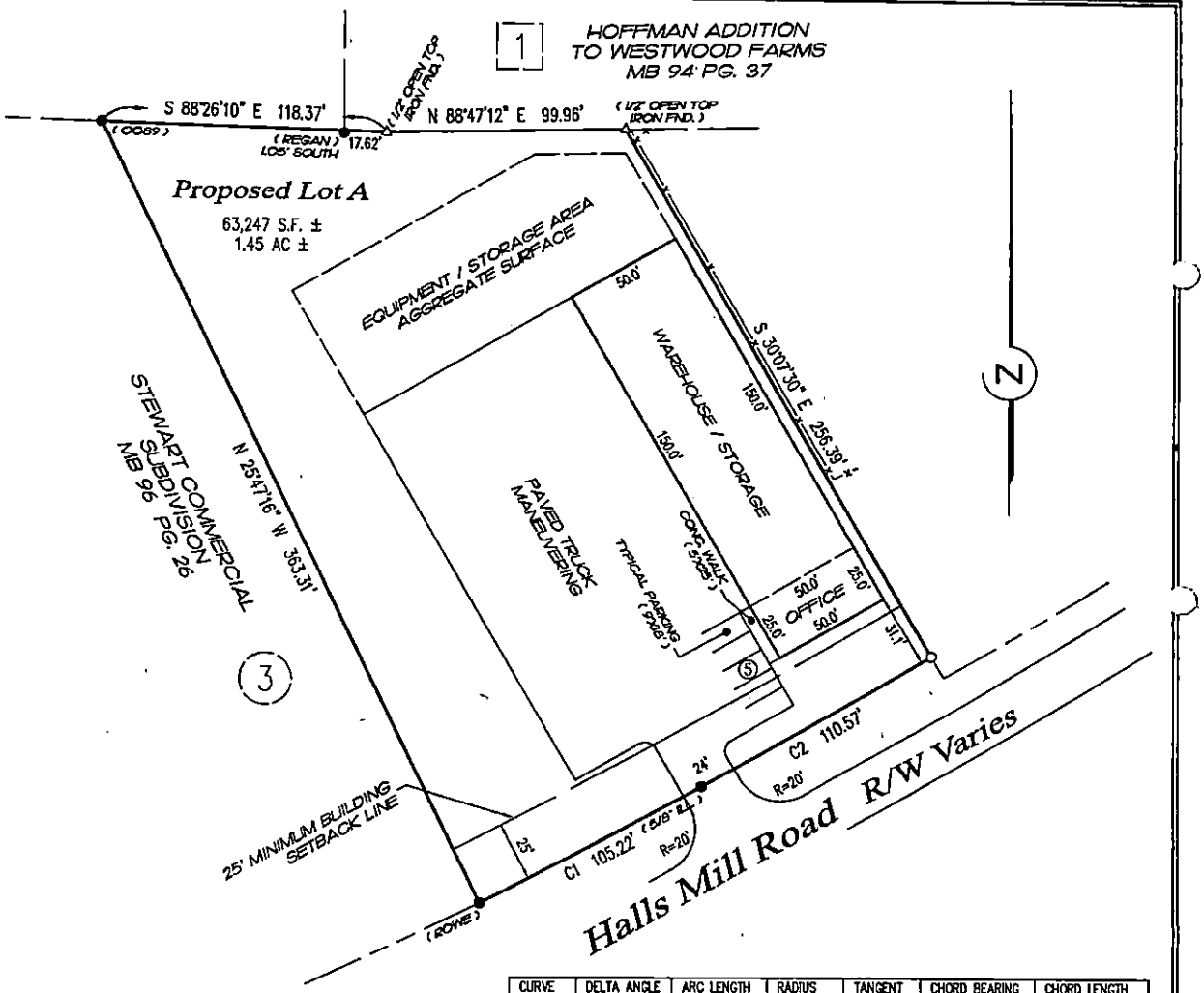
Initial Here____

DESCRIPTION AND JUSTIFICATION FOR
REZONING APPLICATION FOR PROPOSED HMR ONE SUBDIVISION

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

LEGAL DESCRIPTION FOR HMR ONE SUBDIVISION & REZONING

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



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

LEGAL DESCRIPTION

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

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

LANDSCAPE DATA :

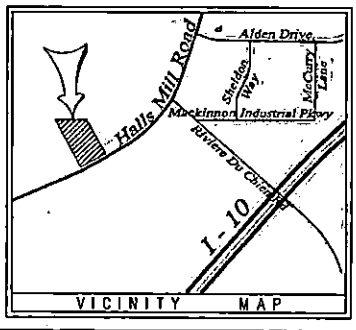
TOTAL AREA	= 63,247 S.F
LANDSCAPING REQUIRED	= 7,590 S.F
LANDSCAPING PROVIDED	= 26,784 S.F
FRONT LANDSCAPING REQUIRED	= 4,554 S.F
FRONT LANDSCAPING PROVIDED	= 4,917 S.F

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

PARKING REQUIRED :

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

PARKING PROVIDED = 5 SPACES



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

BYRD SURVEYING
2609 HALLS MILL ROAD
(251) 476-5010
SCALE : 1" = 30'
MOBILE , ALABAMA
BYRD@BYRDSURVEYING.BIZ
SEPTEMBER 12, 2023

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

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

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

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

Richard A. Russell
5500 Plantation Road
Theodore, AL 36582

Mobile County
205 Government Street
Mobile, AL 36644

CTCG Assets LLC
4254 Halls Mill Road
Mobile, AL 36693

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

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

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

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

Russell Investments, LLC
5500 Plantation Road
Theodore, AL 36582

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

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

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

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

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

Planning Commission
November 2, 2023

Agenda Item # 7

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

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Rezoning

DETAILS

Location:
4354 & 4364 Halls Mill Road

Subdivision Name:
HMR One Subdivision

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

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

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

Proposed Zoning:
I-1, Light Industry District

Future Land Use:
Light Industry

Applicable Codes, Policies, and Plans:

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

Proposal:

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

Commission Considerations:

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

Report Contents: **Page**

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

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and industrial units.

APPLICATION NUMBER 7 DATE November 2, 2023

APPLICANT HMR One Subdivision

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

N

NTS

SITE HISTORY

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

The portion of the site currently zoned B-3 was part of a three-lot subdivision approved by the Planning Commission in 2002, the plat for which was subsequently recorded. Rezoning of the site from R-1 to B-3 was adopted by City Council at its February 25, 2003 meeting, subject to additional dedication sufficient to provide 35 feet from the centerline of Halls Mill Road, and compliance with the residential protection buffer requirements of the Zoning Ordinance. The site has not been the subject of any Board of Zoning Adjustment cases.

STAFF COMMENTS

Engineering Comments:

Subdivision:

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 23 - #86) LOT A will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT A – 2,500 sf.
C. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.

5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

Urban Forestry Comments:

Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all non-sprinklered commercial buildings and within 300' of all sprinklered commercial buildings. Fire water supply for all commercial buildings will be required to meet the guidance of Appendices B and C of the 2021 International Fire Code. The minimum requirement for fire hydrants is to be within 400' of non-sprinkled commercial buildings, within 600' of sprinkled commercial buildings, and within 100' of fire department connections (FDC) for both standpipes and sprinkler systems.

Planning Comments:

Subdivision

The purpose of this application is to create one (1) legal lot of record from one (1) legal lot of record, and one (1) metes-and-bounds parcel. The site is served by public water and sanitary sewer services.

The proposed lot has frontage along Halls Mill Road, a Minor Arterial street requiring a 70-foot right-of-way at this location. The preliminary plat depicts dedication of right-of-way for the East portion of the proposed lot, as the West portion has sufficient right-of-way due to prior dedication.

The lot, as proposed, exceeds the minimum size requirement for lots served by public water and sanitary sewer in the R-1 and B-3 Suburban districts. There is no minimum size requirement for lots zoned I-1 should the proposed rezoning request be approved. Nevertheless, the size of the proposed lot is appropriately labeled in square feet and acres on the preliminary plat. If approved, this information should be retained on the Final Plat; or, provision of a table on the Final Plat with the same information will suffice.

The 25-foot minimum front yard setback is illustrated along Halls Mill Road, adjusted for dedication, in compliance with Article 2, Sections 64-2-5.E., 64-2-14.E., and 64-2-21.E. of the Unified Development Code for lots zoned R-1, B-3, and, if applicable, I-1.

In their application, the applicant states that both of the existing properties are vacant; however, a building and several accessory structures are visible in recent aerial photos on the site currently zoned R-1. No demolition permit appears to be on file for the structures and, as such, if they have been demolished, an after-the-fact demolition permit may need to be obtained from the Permitting Department.

If approved, the subdivision would result in a single lot of record split-zoned R-1 and B-3. As such, the request for Subdivision Approval will be contingent upon approval of the associated Rezoning request.

Rezoning

As mentioned, if the subdivision request is approved it will result in a single lot of record being split-zoned R-1 and B-3. The applicant's justification for the rezoning, which can be viewed using the link on Page 1 of this report, is that the Future Land Use Map (FLUM) identifies this area as Light Industry.

While the FLUM is meant to serve as a general guide and not a detailed lot and district plan, developments along this portion of Halls Mill Road have trended toward commercial warehousing and other light industrial uses in recent years. Whether this indicates changing conditions in the surrounding area make rezoning of the subject site to I-1 appropriate is for the Planning Commission to decide, but it would seem rezoning to CW, Commercial Warehouse District, may be more suitable as it is a slightly lower intensity than I-1. Nevertheless, subdivision of the property suggests rezoning of the property, in general, is necessary, especially to eliminate the potential for split zoning.

SUBDIVISION CONSIDERATIONS

Standards of Review:

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

Considerations:

If the Planning Commission considers approving the Subdivision request, the following conditions could apply:

1. Dedication, as proposed, to provide 35 feet from the centerline of Halls Mill Road for that portion of the site not previously subdivided;
2. Retention of the lot's size in both square feet and acres, or the provision of a table on the Final Plat with the same information, reflecting dedication;
3. Retention of the 25-foot front yard setback along Halls Mill Road, adjusted for dedication;
4. Acquisition of an after-the-fact demolition permit from the Permitting Department, if necessary;
5. Compliance with all Engineering comments noted in this staff report;
6. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
7. Compliance with all Urban Forestry comments noted in this staff report; and,
8. Compliance with all Fire Department comments noted in this staff report.

REZONING CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that Rezonings are intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.

The UDC states that an application for rezoning shall include a statement of the justification for the proposed amendment that addresses all of the following:

- Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
- Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
- Compatibility. Whether the proposed amendment is compatible with:
    - The current development trends, if any, in the vicinity of the subject property;
    - Surrounding land uses;
    - Would adversely impact neighboring properties; or
    - Cause a loss in property values.
- Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
- Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
- Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
- Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

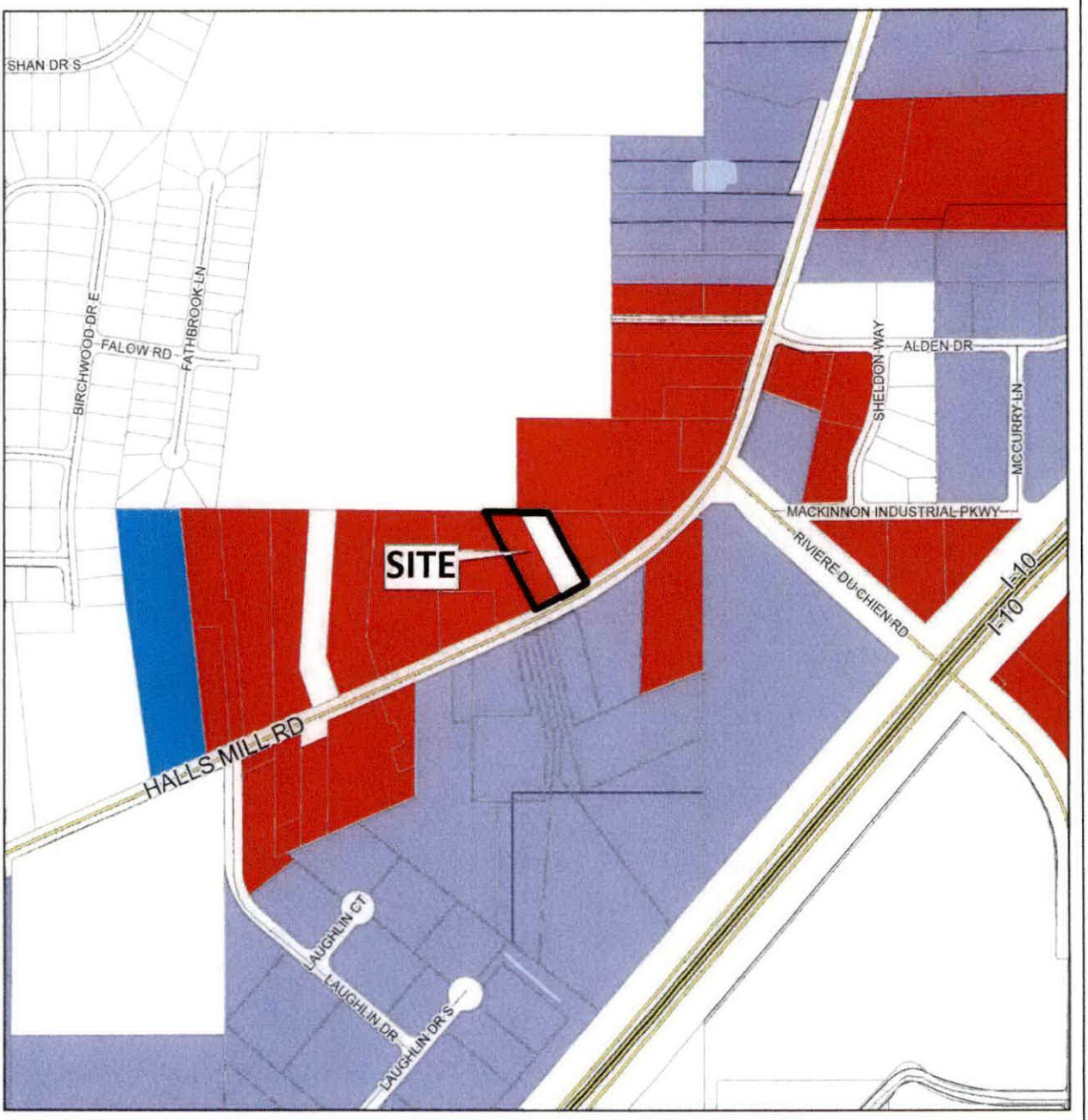
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the Rezoning request to the City Council, the following conditions could apply:

1. Completion of the Subdivision process;
2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and,
3. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 7 DATE November 2, 2023

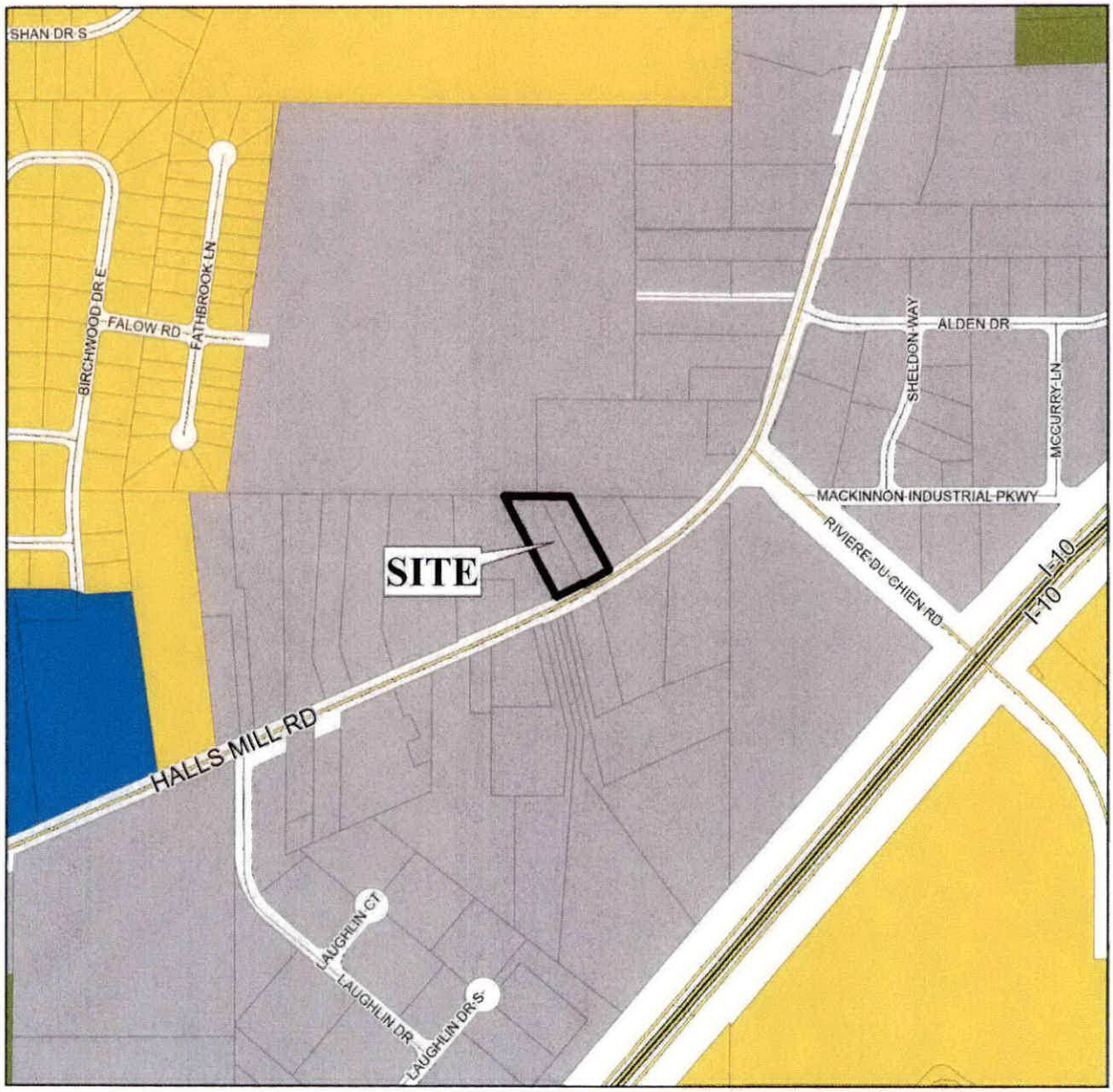
APPLICANT HMR One Subdivision

REQUEST Subdivision, Rezoning from B-3 and R-1 to I-1

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 7 DATE November 2, 2023

APPLICANT HMR One Subdivision

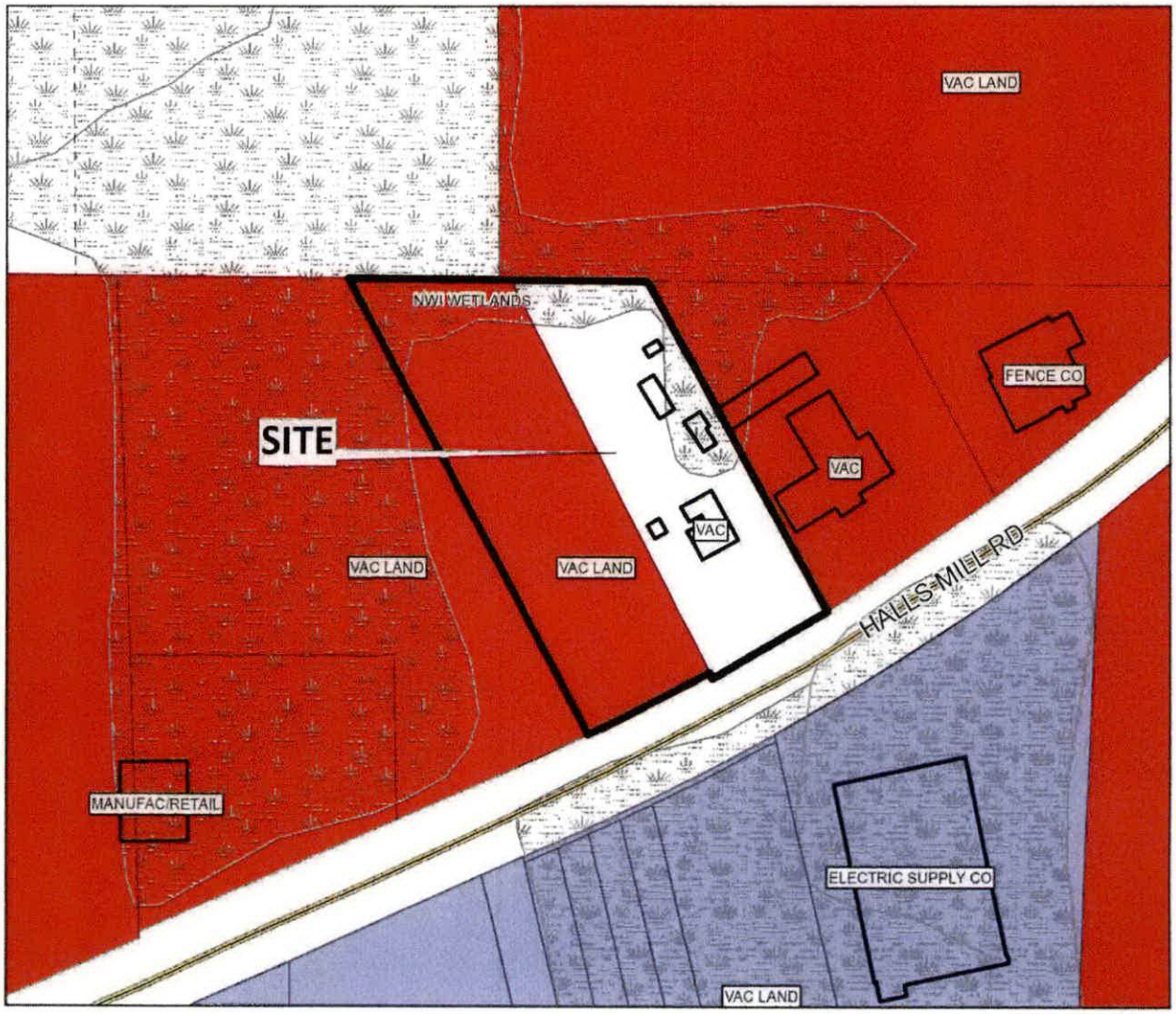
REQUEST Subdivision, Rezoning from B-3 and R-1 to I-1

Low Density Residential	Neighborhood Center - Traditional	Downtown Waterfront	Parks & Open Space
Mixed Density Residential	Neighborhood Center - Suburban	Light Industry	Water Dependent
Downtown	Traditional Corridor	Heavy Industry	
District Center	Mixed Commercial Corridor	Institutional	

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and industrial units.

APPLICATION NUMBER 7 DATE November 2, 2023

APPLICANT HMR One Subdivision

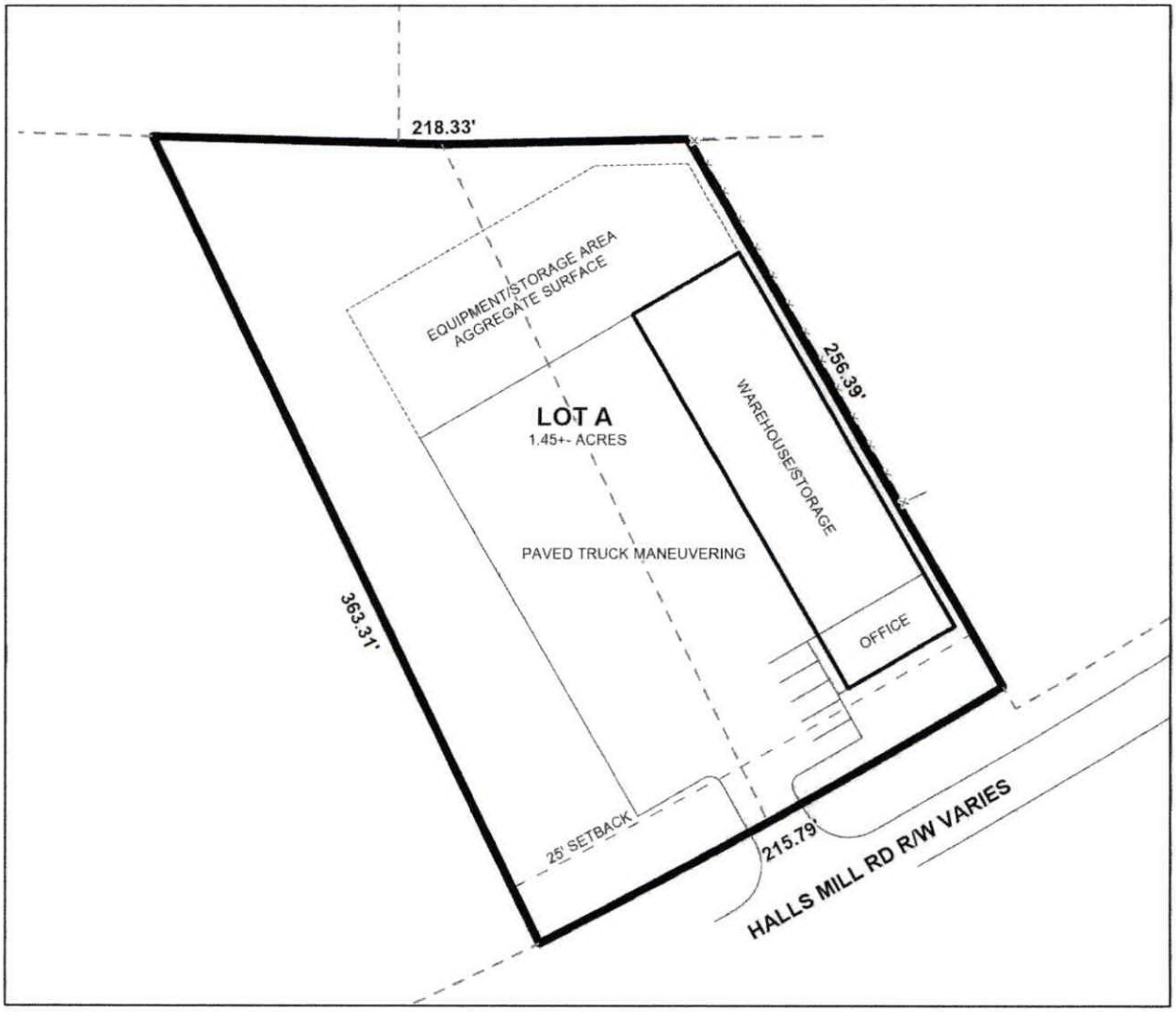
REQUEST Subdivision, Rezoning from B-3 and R-1 to I-1

R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1	

N

NTS

SITE PLAN



The site plan illustrates the proposed lot, proposed building, parking, and setback.

APPLICATION NUMBER 7 DATE November 2, 2023 APPLICANT HMR One Subdivision REQUEST Subdivision, Rezoning from B-3 and R-1 to I-1	N NTS

ZONING DISTRICT CORRESPONDENCE MATRIX		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDWRU)
RESIDENTIAL - AG	R-A												□		
ONE-FAMILY RESIDENCE	R-1	■				■		■					□		
TWO-FAMILY RESIDENCE	R-2	■				■		■					□	○	
MULTIPLE-FAMILY	R-3	○	■			■	■						□	○	
RESIDENTIAL-BUSINESS	R-B		○			■		■					□	○	
TRANSITIONAL-BUSINESS	T-B		○		■	■	■	■					□		
HISTORIC BUSINESS	H-B			■		■		■					□		
VILLAGE CENTER	TCD					■	■						□		
NEIGH. CENTER	TCD					■	■						□		
NEIGH. GENERAL	TCD					■							□		
DOWNTOWN DEV. DDD	T-6			■									□		
DOWNTOWN DEV. DDD	T-5.1			■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2			■		■							□		
DOWNTOWN DEV. DDD	T-4			■		■		□					□		
DOWNTOWN DEV. DDD	T-3			■		■							□		
DOWNTOWN DEV. DDD	SD-WH									○	○		□		
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○		○	○		□		
BUFFER BUSINESS	B-1		□			□	■	■	■				□	○	
NEIGH. BUSINESS	B-2		○			□	■	■	■				□	○	
LIMITED BUSINESS	LB-2		○			□	■	■	■				□	○	
COMMUNITY BUSINESS	B-3				■				■			○	□	○	
GEN. BUSINESS	B-4			■					■			○	□	○	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		□

Zoning District Correspondence Matrix

- ■ Directly Related
- ○ Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- □ Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

LIGHT INDUSTRY (LI)

This land use designation applies to an array of modern, low-impact industrial uses that include assembly and processing, warehousing, distribution and wholesaling facilities. The bulk of the light industrial use must be contained within a building or facility. If a light industrial use requires outside storage, the storage must be limited in area and appropriately screened from view in accordance to specific zoning requirements. This designation may also include uses such as complementary offices and retail.

LI also includes areas that may be regarded as "industrial business", where the land uses include business administration and logistics operations for industrial concerns, building trade contractors facilities and advance research facilities, as well as stand-alone educational, scientific and industrial research facilities, or any combination of those facilities located in light industrial and technology parks. Many parcels used for industrial business are smaller and scattered throughout Mobile. For this reason, these parcels are not singled out in the FLUM, but rather are addressed through zoning.

Light industrial uses are characterized by attractive, accessible and connected development, compatible with the character of surrounding neighborhoods. Development may take the form of planned campuses in park-like settings or unified design corridors, with consideration to factors such as site and building orientation, building design, landscaping and buffering, lighting, continuity of pedestrian networks, access and connectivity to transit and to freight transportation.

Heavy commercial and, in some cases, high-density residential land uses may serve as transitions between LI and other, lower-intensity land use designations. Protection buffers may also be required by zoning.

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	12/14/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/14/2023 - 11:44 AM

R E S O L U T I O N

Sponsored by: Councilmember C. J. Small

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:	Lounge Retail Liquor Class I License
Submitted by:	Just 4 Us Lounge, LLC
Location:	Just 4 Us Lounge 2301 Dauphin Island Parkway Mobile, AL 36605

Adopted:

_____

City Clerk

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
SCOTT JONES
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
12/12/2023	NEW APPLICATION	2023 - 5626	127353	December 19, 2023

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name **JUST 4 US LOUNGE LLC**

Trade Name (DBA) **JUST 4 US LOUNGE**

Location Address **2301 DAUPHIN ISLAND PKWY**

City, State, Zip Code **MOBILE AL 36605**

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
SCOTT JONES
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
12/12/2023	NEW APPLICATION	2023 - 5626	127353	December 19, 2023

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name **JUST 4 US LOUNGE LLC**

Trade Name (DBA) **JUST 4 US LOUNGE**

Location Address **2301 DAUPHIN ISLAND PKWY**

City, State, Zip Code **MOBILE AL 36605**

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Pafenbach-Gauthier**

From: **Logan Anderson**
Principal Planner L. Logan Anderson

Date: **December 13, 2023**

Re: **Application # 5626 / 2301 Dauphin Island Pkwy.**

Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-3. This is to advise that a lounge with retail liquor sales is a permitted use in this zoning district.

Based on documentation on file, the site has a non-conforming status with regard to parking.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District # 3, C.J. Small (Council Member).

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5626 DATE 12/19/2023

APPLICANT JUST 4 US LOUNGE LLC

LOCATION 2301 DAUPHIN ISLAND PKWY

REQUEST ALCOHOLIC BEVERAGE LICENSE

N W E S

NTS

LANDUSE SURVEY CONDUCTED 2010

R-A R-1 R-2 R-3 R-B H-B B-1 T-B LB-2 B-2 B-3 B-4 B-5 CW MM ML MH I-1 I-2 PD MUN OPEN SD SD-WH T-3 T-4 T-5.1 T-5.2 T-6

City of Mobile Alcoholic Beverage License Approval Request

TO: City of Mobile City Council
FROM: City of Mobile Revenue Department
RE: Alcoholic Beverage License Request

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
12/12/2023	NEW APPLICATION	2023 - 5626	127353	December 19, 2023

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits.

License Type(s)

010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name

JUST 4 US LOUNGE LLC

Trade Name (DBA)

JUST 4 US LOUNGE

Location Address

2301 DAUPHIN ISLAND PKWY MOBILE AL 36605

Business Contact Person Information			
Name	Title	Phone	Email
ASHLEY M HINES	OWNER	(251) 447-5567	ASHLEY.HINES78@GMAIL.COM

Has any outstanding license and tax issues been addressed and corrected with this business? **N/A**

What is/was the start date of this business? **12.22.2023**

The alcohol license will not be issued until two (2) letters of approval and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department

R Shawn Skinner

Revenue Department Representative

City of Mobile Alcoholic Beverage License Application

Application Date	Application Type	Application Number	License Number Assigned	City Council Agenda Date
12/12/2023	NEW APPLICATION	2023 - 5626	127353	December 19, 2023

License Type applied for with Alabama ABC Board	2nd License Type applied for with Alabama ABC Board
010 - LOUNGE RETAIL LIQUOR CLASS I	

Business Information

Legal Business Name	Trade Name (DBA)
JUST 4 US LOUNGE LLC	JUST 4 US LOUNGE

Business Structure Type	Incorporation Date	Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	11.01.2023	001-106-270	AL	MOBILE

Federal Tax ID (FEIN)	AL State Tax ID
93-4197231	R011943535

Physical Address of Business (Street Address, Suite #)	City	State	Zip Code
2301 DAUPHIN ISLAND PKWY	MOBILE	AL	36605

Mailing Address for Business (PO Box, Street Name, Suite #)	City	State	Zip Code
2301 DAUPHIN ISLAND PKWY	MOBILE	AL	36605

Primary Business Activity at this location	If Location Transfer, Previous Street Address and Zip Code
LOUNGE/BAR	N/A

Business Contact Person Information

Name	Title	Phone	Email
ASHLEY M HINES	OWNER ☐ POA		

If TRANSFER of license, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
N/A	

License Type	License Number	Any ABC Pending Actions

Land/Building Information

Do you own or rent/lease the property? **RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED**

Property Owner Name	Prop Owner Phone	Property Owner Email
2301 DAUPHIN ISLAND PARKWAY LLC		\IL.COM

Property Owner Address	City	State	Zip Code

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure	License Covers
3,600	98	YES	YES	SINGLE	ENTIRE STRUCTURE

Do the premises have a fully equipped and operational kitchen? **NO**

Is the business used to habitually and principally provide food to the public? **NO**

Is the business equipped with services and facilities for on premises consumption? **YES**

Will the business be operated primarily as a package store? **NO**

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers — Copy of Driver's License Must Be Provided for each Person

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
HINES, ASHLEY MONAE	OWNER		
Home Street Address	**City**	**State**	**Zip Code**
3216 FRANLKIN COURT	MOBILE	AL	36618

Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile Number

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC License(s) with any entity in your name?

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
NO			

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
N/A			
Home Street Address	**City**	**State**	**Zip Code**

Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile Number

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, Violation	Arresting Agency	Arrest Date	Disposition

Do you have any existing State of Alabama ABC License(s) with any entity in your name?

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)

Power of Attorney (POA) Information — Copy of Driver's License Must Be Provided

Full Name (Last, First, Middle)	Title	Date of Birth	Drivers License (State, Number)	
N/A				
Home Street Address	**City**	**State**	**Zip Code**	**Phone Number**

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? **NO**

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? **NO**

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? **YES**

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

AH **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.**

AH **The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the licensed premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling or not, at any time.**

AH **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.**

AH **The undersigned understands that the City reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed without prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.**

AH **Applicant for the Alcoholic Beverage license, requested by the foregoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated herein, the applicant is the only person interested in the business for which license is requested.**

AH **In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.**

Owner/Applicant Printed Name Ashley Hines

Date 12-12-23

Owner/Applicant Signature Ashley Hines

Title owner

Sworn to and subscribed before me this 12th day of DECEMBER 20 23

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
R SHAWN SKINNER	R Shawn Skinner	November 19, 2025

Notary Stamp

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov 19, 2025

Signature Page

CITY OF MOBILE

REVENUE DEPARTMENT

December 12, 2023

JUST 4 US LOUNGE

2301 DAUPHIN ISLAND PARKWAY

MOBILE, AL 36605 USA

ACCOUNT NUMBER: 127353 TERRITORY 3

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
1690573	12/2023	ALCOHOL APPLICATION FEE APPLICATION FEE	$50.00	$0.0	$0.00	$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

$50.00*

***Additional penalties may apply when payment is rendered**

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

12/12/2023 02:25PM SHAWN S.
037458-0001

BUSINESS LICENSE
JUST 4 US LOUNGE LLC
127353
2023 Item: 1690573
ALCOHOL APPLICATION FEE $50.00

$50.00

Subtotal	**$50.00**
Total	**$50.00**
CASH	$50.00
Change due	**$0.00**

Paid by: JUST 4 US LOUNGE LLC



Comments: ABC APP FEE

Thank you for your payment

CUSTOMER COPY

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20231212083919541

Type License: 010 - LOUNGE RETAIL LIQUOR - CLASS I **State:** $300.00 **County:** $300.00

Type License: **State:** **County:**

Trade Name: JUST 4 US LOUNGE **Filing Fee:** $50.00

Applicant: JUST 4 US LOUNGE LLC **Transfer Fee:**

Location Address: 2301 DAUPHIN ISLAND PKWY MOBILE, AL 36605

Mailing Address: 2301 DAUPHIN ISLAND PKWY MOBILE, AL 36605

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:** 0

Product Type: 01 **Type Ownership:** LLC

Book, Page, or Document info: 001-106-270

Do you sell Draft Beer?:

Date Incorporated: 11/01/2023 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 11/01/2023

Federal Tax ID: 93-4197231 **Alabama State Sales Tax ID:** R011943535

Name:	Title:	Date and Place of Birth:	Residence Address:
ASHLEY MONAE HINES	MEMBER	MOBILE AL	

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: ASHLEY HINES
Business Phone: 251-408-8773
Fax:

Home Phone: 251-408-8773
Cell Phone: 251-408-8773
E-mail: ROBERTHINES8522@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: 20231212083919541

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: 2301 DAUPHIN ISLAND PARKWAY LLC 251-605-3830
What is lessors primary business? REALTY COMPANY
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 3600 Display Square Footage:
Building seating capacity: 98 Does Licensed premises include a patio area? YES
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: 20231212083919541

Signature page

Initial each	
AH	In reference to law violations, I attest to the truthfulness of the responses given within the application.
AH	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
AH	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.
AH	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.
AH	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.
AH	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.
AH	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): Ashley Hines

Signature of Applicant: Ashley Hines

Notary Name (print): SANDY DURHAM
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires Sept. 17, 2025

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:**

ALABAMA LAW ENFORCEMENT AGENCY

201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115
334.676.6000 | WWW.ALEA.GOV

KAY IVEY
GOVERNOR

HAL TAYLOR
SECRETARY

November 9, 2023

Dear Ms. Hines,

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 334-353-4340 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

xxxxxxxxxxxx STATE ABI SEARCH RESULT AND RAP SHEET xxxxxxxxxxxx
TCN:
NAME:HINES.ASHLEY MONAE
SOC
ABI RESULT:IDENT
SID

CERTIFIED COPY
OF
ALEA DOCUMENT

11-09-2023 08:49 ALLEA0049 *
*ATN *
*OPR/AFIS *
*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID *
*-CIVIL APPLICANT RESPONSE- REPORT DATE: 11-09-2023 *
*NAME STATE ID NO. FBI ID NO. *
*HINES,ASHLEY MONAE AL02738938 *
*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE HAIR POB *
*F B 200 BRO BLK AL *
*SOCIAL SECURITY SCARS-MARKS-TATTOOS *
*

*FILE NUMBER BIRTH DATE SOCIAL SECURITY OCCUPATION *
* * *
****
*LAST PAGE ON SID *

SEQ # 238 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:

   Just 4 Us Lounge, 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): Ashley M Hines

   Street (**no PO Boxes**) address of registered office (must be located in Alabama):

   1443 Avonlea CT Mobile, AL 36618

   *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

001-106-270 DLL

Date	11/01/2023
Time	11:10:00
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 11 / 1 / 2023 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 11 : 10 ◉ 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).

11 / 1 / 2023
Date (MM/DD/YYYY)

Ashley M Hines
Signature as required by 10A-5A-2.04

Owner
Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Wes Allen, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

Just 4 Us Lounge, LLC

This name reservation is for the exclusive use of Ashley Hines, 2301 Dauphin Island Parkway, Mobile, AL 36605 for a period of one year beginning November 01, 2023 and expiring November 01, 2024

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

November 01, 2023

Date

RES122704

Wes Allen **Secretary of State**

IRS Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0038

In reply refer to: 0153529281
Nov. 14, 2023 LTR 147C 0
93-4197231 000000 00
00003775
BODC: NOBOD

JUST 4 US LOUNGE LLC
ASHLEY M HINES SOLE MBR
1443 AVONLEA CT
MOBILE AL 36618

25036

Employer identification number: 93-4197231

Dear Taxpayer:

Thank you for your inquiry of Nov. 02, 2023.

We can't reproduce the CP 575/576, Employer Identification Number (EIN) Assignment. However, this letter will serve as proof of EIN assignment verification.

Your employer identification number (EIN) is 93-4197231. Please keep this letter in your permanent records. Enter your name and EIN on all federal business tax returns and on related correspondence.

You can get any of the forms or publications mentioned in this letter by visiting our website at IRS.gov/forms or by calling 800-TAX-FORM (800-829-3676).

If you have questions, you can call us at 800-829-0115.

If you prefer, you can write to us at the address at the top of the first page of this letter.

When you write, include a copy of this letter, and provide your telephone number and the hours we can reach you in the spaces below.

Telephone number ( )_____ Hours _____

Keep a copy of this letter for your records.

Thank you for your cooperation.

0153529281
Nov. 14, 2023 LTR 147C 0
93-4197231 000000 00
00003776

JUST 4 US LOUNGE LLC
ASHLEY M HINES SOLE MBR
1443 AVONLEA CT
MOBILE AL 36618

Sincerely yours,

Cathy M. Snider

Cathy M. Snider, Operations Mgr.
Accounts Management Op 3

Enclosures:
Copy of this letter

2024

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

JUST 4 US LOUNGE LLC
2301 DAUPHIN ISLAND PKWY
MOBILE, AL 36605-3449

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011943535	12/25/2023	12/31/2024

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE.
THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Janet N. Stallworth

Deputy Commissioner

NAICS CODE: 722410

ALABAMA DEPARTMENT OF REVENUE
COMMISSIONER'S OFFICE
P.O. BOX 327001
MONTGOMERY, AL 36132-7001

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 Just 4 Us housechlc

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 12TH day of DECEMBER 2023

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
MARY C NELSON	Mary C Nelson	Aug 20 2025

Notary Stamp

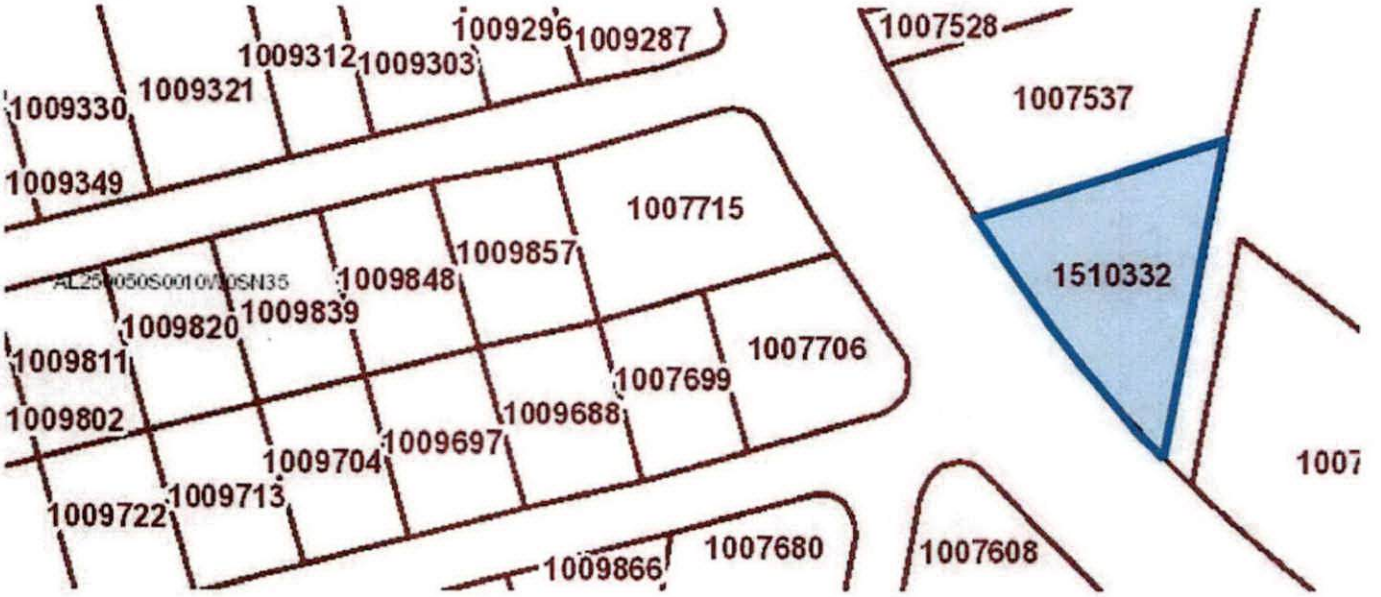
MARY C. NELSON NOTARY PUBLIC ALABAMA STATE AT LARGE

Owner of Property (Print Name)	Applicant Name (Print Name)
2301 Desert Inn Plaza LLC	Ashley Hines
Owner of Property Signature	Applicant Name (Signature)
	Ashley Hines
Street Address	Street Address
Las Vegas NV 89109	
City, State, Zip	City, State, Zip
Las Vegas	
Date Agreement Signed	Date Agreement Signed
12-12-23	12-12-23

Mobile County Property Search

Key Number: 1510332 For Year 2023

Map



Property Details

Account	
Key Number:	1510332
Legal Description:	LOTS 5 & 6 BLK E EDGEWOOD PARK SUB MBK 5 PG 69-72 #SEC 35 T5S R1W #MP32 04 35 0 002
Parcel Number:	3204350002016XXX
Type:	Real
Property Class:	2
Location	
Address:	2301 DAUPHIN ISLAND PKY MOBILE, AL 36605-3449
Owner	
Name:	AFFORDABLE PARKWAY MOTORS INC
Mailing Address:	3225 MCLEOD DR STE 100 LAS VEGAS , NV 89121-2257
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Information for address:
2301 DAUPHIN ISLAND PKWY

- **Parcel Information:**

Key / ID:
01510332 / R023204350002016.000
Owner:
Affordable Parkway Motors Inc C/o 2301 Dauphin Island Pkwy Llc
3225 Mcleod Dr Ste 100

Las Vegas, Nv 89121

Subdivision:

- **Jurisdiction:**
City of Mobile

- **Neighborhood Renewal District:**

- **Revenue District:**
3

- **Township/Range/Section:**
5s1w09

- **Tract Census 2010:**
007400

- **Zipcode:**
Mobile

- **Historic District:**
N/A

- **XY Location(NAD83 State Plane Al West 102 Ft):**
X: 1783667.747
Y: 228013.493

- **Zoning:**
Check zoning on Planning & Zoning

Services:

- **Community Action Group:**
Rosedale

- **Fire District:**
Fire Station 16 Lathan

- **Garbage Pickup Day:**
Friday-East - Route E

- **Police Precinct / Beat:**
Precinct - 1 / Beat - 18

- **Trash Pickup Day/ Unit:**
Tuesday South - biweekly / Td-7



Political:

- **City Council District:**
3 - C.j. Small

- **County Commissioner District:** 3

- **State House District:** 97

- **State Senate District:** 33

School:

- **Elementary School District:**
Gilliard

- **High School District:**
B C Rain

- **Middle School District:**
Pillans

- **School Board District:** 4

Hurricane / Flooding Information:

Please note the information given is a risk assessment, not a fact that your home will or will not flood.

- **Hurricane Evacuation Zones :**
Zone 1

- **Storm Surge Category:** 4

- **Flood Zone:**
Check flood zone on City Map

Disclaimer: This document is not a legal document. The information and map shown on this document was compiled from various sources and subject to constant revision. This document/map should not be used to determine the relationship of various facilities to property lines, streets, buildings, etc. This is an advisory tool and is intended to be used for general public inquiry only.

MERRILL P. THOMAS Co., Inc

COMMERCIAL LEASE

THIS LEASE is made November 22, 2023 by and between **2301 Dauphin Island Pkwy, LLC.** ("Lessor") and **Just 4 Us Lounge, LLC.** ("Lessee"). The Agents for Lessor are Pam Helland and Pratt Thomas of Merrill P. Thomas Co., Inc. ("Agent"), and Pam Helland is the spouse of the owner of 2301 Dauphin Island Pkwy, LLC.

WITNESSETH: That the Lessor does hereby demise and let unto the Lessee the following described real property in Mobile County, Alabama, to-wit, together with improvements thereon ("Premises"):

1. **DESCRIPTION:** Approximately 3,600 sq ft as depicted on "Exhibit A" with an address of 2301 Dauphin Island Parkway, Mobile, AL 36605

2.**TERM:** For continuous use and occupancy by the Lessee as bar and lounge with the sale of food, and for no other different use or purpose, for and during the term of thirty-seven (37) month lease, beginning on the 22nd **of November 2023** and ending on the **31st day of December 2026.** Rent shall commence on the 1st **day of January 2024.**

IN CONSIDERATION WHEREOF, the Lessee promises and agrees to pay the Lessor, as fixed minimum rent for the Premises for the first six months ***Three Thousand Five Hundred Dollars ($3,500)*** per month including charges for taxes and insurance. Thereafter and for the whole remaining term hereunder, Base rent shall be the sum of ***Three Thousand Dollars and 00/100*** ($3,000) per month. Monthly rent beginning June 1, 2024 **including additional rent for taxes and insurance** shall be ***Three Thousand Seven Hundred Eight Dollars and 32/100*** **($3,708.32).** Upon execution of this lease Lessee shall pay ***Seven Thousand Four Hundred Sixteen Dollars and Sixty-Four Cents*** ($7,416.61) to be applied to January 2024 rent and December 2026 rent. Beginning February 1, 2024 and then all future payments shall be made via cash or check to the account below:

2301 Dauphin Island Pkwy, LLC.
PO Box 277
Irvington, AL 36544

THIS LEASE IS MADE UPON THE FOLLOWING TERMS, CONDITIONS AND COVENANTS:

3. **SECURITY:** Lessee has deposited with Lessor the sum of ***Three Thousand Seven Hundred Eight Dollars and 32/100*** ($3,708.32) as security for the faithful performance and observance by Lessee of the terms, provisions, and conditions of this lease. It is agreed that in the event Lessee defaults in respect of any of the terms, provisions and conditions of this lease, including, but not limited to, the payment of rent and additional rent, Lessor may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment thereof or for payment of any other sums which Lessor may be required to expend by reason of Lessee's default including, but not limited to, any damages or deficiency in the re-letting of the Premises, whether such damages or deficiency accrued before or after summary proceeding or other re-entry by Lessor. In the event that Lessee shall fully and faithfully comply with all the terms, provisions, covenants and conditions of this lease, the security shall be returned to Lessee without interest, after the expiration of the lease and delivery of entire possession of the Premises to Lessor

4. **LATE CHARGE:** In addition to all other payments provided for in this lease, Lessee shall be assessed with and shall pay a late charge, for each rental installment which is not received on the 7th day of the month a fee of $350.00.

5. **POSSESSION:** The Lessor covenants that the Lessee on paying the fixed minimum rent, and additional rent reserved, if any ("rent"), and performing all the covenants and agreements herein contained shall peaceably and quietly have, hold and enjoy the Premises. However, the Lessor shall not be liable for the failure or inability of the Lessee to obtain possession of the Premises provided the Lessor shall exercise due diligence to place the Lessee in possession.

6. **AGENCY AND COMMISSIONS:** In consideration of Agent's services in negotiating this Lease, Lessor agrees to pay Agent, a commission equal to 4% of the gross rents payable over the term of this lease. Agent is hereby authorized to collect all rental due hereunder and to withhold therefrom, before remitting to Lessor, the amount due Agent as such commission.

In the event the Premises are sold to Lessee by Lessor, taken by condemnation, or if Lessor permits Lessee to

cancel this Lease, the balance of commission, calculated for the remainder of the term, as then extended, shall become immediately due and payable by the Lessor, or in the alternative, Agent may demand and receive a commission on the sales price of Lessor's sale to Lessee in a minimum amount equal to the percentage provided for rental commission in the preceding paragraph. If but a part of the Premises is taken by condemnation and the Lessee continues to pay rental on the remainder, the commission payable based on such award will be calculated on a pro-rata basis with the balance of commissions to be paid out of the continuing rentals paid by Lessee on the remainder. Obligations of the Lessor hereunder shall be binding upon the Lessor, the Lessor's personal representatives, heirs, successors, assigns and/or grantees in title of the Premises, and the same shall be a charge upon the land, tenements, and hereditaments thereof.

7. **ALTERATIONS:** Lessee will make no alterations in or to the Premises and will not paint any part of the improvements thereon without the written consent of the Lessor or Agent, except as otherwise herein provided, and in no event shall Lessee paint sprinkler heads, if sprinkler system exists on the Premises.

8. **ADDITIONAL LESSEE'S DUTIES:** Lessee will replace all plate and other glass, if and when broken; and will replace all keys lost or broken, keep the roof, gutters and downspouts clean, and will pay all bills for sewer, water, light and gas used on the Premises, and will keep the interior of the Premises, together with all electrical, plumbing (above or below the ground), elevators, heating, air conditioning, sprinkler systems, and other mechanical installations and/or systems therein, and interior ceilings, in good order and condition, and will promptly repair all damage suffered as a result of freezing, stoppage or from Lessee's neglect. Should Lessee fail to do or undertake the replacement, maintenance and repair of the items and things herein required of Lessee, the Lessor may do and undertake the same, after two days' written notice, and the Lessee will pay the Lessor the costs and expenses thereof, together with interest hereon at the highest legal rate, not to exceed 15% per annum, upon demand, and any sum thus due from Lessee to Lessor by virtue hereof shall be secured as additional rent under the terms of this lease.

Lessee shall maintain the Premises including any adjacent parking lots and yard areas in a clean and neat condition, keeping all windows and plate glass clean, storing all trash, garbage and rubbish in closed containers or dumpsters providing for prompt and regular removal of same, and Lessee shall not otherwise dispose of or burn any trash, garbage, or rubbish on or about the Premises.

9. **LESSOR RELEASED:** Lessor shall not be liable for any losses or damage caused by, or growing out of, any breakage, leakage, getting out of order or defective conditions of elevators, heating, air conditioning, other mechanical installations and/or systems, electric wiring, pipes, or plumbing, or any of them, nor shall Lessor be liable for any damage to any property on the Premises caused by, or growing out of, fire, rain, lightning, wind, high water, over-flow water, freezing or other causes.

10. **ORDINANCES AND NUISANCES:** Lessee will comply at all times and in all respects with all laws and ordinances relating to nuisances, fire, health, safety and sanitation in so far as the Premises and the streets and highways bounding the same are concerned, and the Lessee will not by any act, or omission, render the Lessor liable for any violation thereof. Lessee will not commit any waste of the Premises, or permit the same to be done, and will take good care of the Premises at all times. If the Premises, or any part thereof, consist of first floor space, adjacent upon the street, or alley, the Lessee will keep the sidewalk and curb in front thereof or adjacent thereto clean, and save harmless the Lessor from all damages or claims for damages for failure so to do. Lessee shall not conduct or permit any activity on the Premises which will result in the emission of loud noises or offensive odors so as to disturb adjacent tenants or property owners.

11. **OVERLOADING:** Lessee will not overload the building, or its floors, roof, walls, or elevators and shall be liable for all damages to the Premises or other consequences of overloading and Lessee assumes the further responsibility to determine the extent to which the Premises may be used without violating this provision.

12. **DEFAULT:** Upon the happening of any one or more of the events as expressed below in (a) to (i) inclusive (which said events shall separately and severally constitute a default hereunder at Lessor's option), the Lessor shall have the right at the option of the Lessor to: (1) annul and terminate this lease, and thereupon re-enter and take possession of the Premises; or (2) re-enter and re-let the Premises from time to time, as agent of the Lessee, and such re-entry and/or re-letting shall not discharge the Lessee from any liability or obligations hereunder, except that net rents (that is, gross rents less the expense of collecting and handling, and less commissions) collected as a result of such reletting shall be a credit on the Lessee's liability for rents under the terms of this lease. Nothing herein, however, shall be construed to require the Lessor to re-enter and re-let in such event, nor shall anything herein be construed to postpone the right of the Lessor to sue for rents, whether matured by acceleration or otherwise, but on the contrary the Lessor is hereby given the right to demand, collect and/or sue therefor at any time after default: (a) In the event the Lessee should fail to pay any one or more of said installments of rent as and when the same becomes due, or fail to pay on demand any amount due Lessor and secured as additional rent hereunder.

(a) In the event Lessee removes, attempts to remove or permits to be removed from the Premises, except in the usual course of trade, the goods, furniture, effects or other property of the Lessee brought thereon.

(b) In the event an execution or other legal process is levied upon the goods, furniture, effects or other property of the Lessee brought on the Premises, or upon the interest of the Lessee in this lease.

(c) In the event a petition in bankruptcy or a petition under the Bankruptcy Act, or any amendment thereto, is filed by or against the Lessee or the Lessee is adjudged a bankrupt.

(d) In the event an assignment for the benefit of creditors is made by the Lessee.

(e) In the event of the appointment of a Receiver of Lessee's property.

(f) In the event the Lessee, before the expiration of said term, without the written consent of the Lessor, vacates the Premises or abandons the possession thereof, or uses the same for purposes other than the purposes for which are same are hereby let, or ceases to use the Premises for the purposes herein specified.

(g) In the event that Lessee shall cause or allow a mechanics' and materialmen's lien to accrue against the Premises.

AK JH

(i) In the event the Lessee violates any of the other terms, conditions, or covenants on the part of the Lessee herein contained.

13. **ACCELERATION**: Upon default, breach of condition, or upon the termination of this lease or re-entry upon the Premises for any one or more of the causes set forth above, or upon any termination of this lease or re-entry of the Premises, the rents hereunder for the entire rental period and other indebtedness, if any, payable under the provisions hereof shall be and become immediately due and payable and without regard to whether or not possession of the Premises shall have been surrendered to or taken by the Lessor.

14. **IMPROVEMENTS**: All improvements and additions to the Premises shall adhere to the Premises, and become the property of the Lessor, with the exception of such additions as are usually classed as furniture and trade fixtures. Said furniture and trade fixtures are to remain the property of the Lessee and may be removed by the Lessee upon the expiration of this lease, provided all terms, conditions and covenants hereof have been complied with by the Lessee and said Lessee restores the Premises to its original condition, natural wear and tear excepted.

15. **FIRE/WIND AND OTHER CASULATIES**: If the Premises shall be damaged or destroyed by fire, flood, windstorm, riot, insurrection or other cause, without fault of the Lessee, then, and in that event, the Lessor shall have the option within sixty (60) days from time such damage shall have occurred to elect whether Lessor shall or shall not repair and restore said building to its original shape and condition, and the Lessee shall be notified of such election in writing. Should Lessor elect to make such repairs or restorations, same shall be completed as soon after such election is made as is practicable, and from time such damage occurs until the repairs are completed, an equitable abatement of rents shall be allowed.

Should Lessor fail to elect to repair or restore the Premises, Lessee may at Lessee's election, within thirty (30) days from the expiration of said sixty (60) day period, either terminate this lease or elect to repair or restore the Premises at Lessee's own expense, provided that notification of such election shall be given to Lessor in writing; and provided that if Lessee elects to repair or restore the Premises such repairs or restoration shall be commenced immediately and promptly completed with the exercise of all reasonable diligence. An equitable abatement of rent shall be allowed from the time such damage occurs until the repairs or restoration are completed.

16. **NOTICES**: Except under those circumstances where it is requisite that notice be given to the Lessee at the Premises, any notice, demand, communication, or election to exercise any option hereunder, whether intended for the Lessor or for the Lessee, shall be in writing, and may be served or delivered in person, or by prepaid U.S. Registered or Certified mail, to the address of the party intended as the recipient thereof as such address is herein stated, or to such other address as the parties hereto may at any time, and from time to time, designate in writing, (and as to notice to Lessor, a copy thereof shall be mailed or delivered to the Agent).

To Landlord: 2301 Dauphin Island Pkwy, LLC.
3225 McLeod Dr Suite 100
Las Vegas, NV 89121

To Lessee: Ashley Monae Hines
1443 Avonlea Ct
Mobile, AL 36618
Roberthines8522@gmail.com

17. **SIGNS**: The Lessee shall not display or erect, or cause to be painted on or affixed to, the Premises, any lettering, signs, advertisements, awnings, or other projections thereon, without the written consent of the Lessor first sought and obtained, which consent shall not be unreasonably withheld. The Lessee's request thereof shall be in writing and shall contain such information as to the proposed lettering and/or signs as the Lessor may reasonably require.

18. **SURRENDER**: At the expiration of the tenancy herein created, Lessee shall surrender the Premises in the same condition of cleanliness, repair and sightliness as the Premises were in as of the commencement of this lease unless meanwhile repaired or improved, in which event, from the time of such repairs or improvements as to that portion so repaired or improved, reasonable wear and tear and damage by unavoidable casualty excepted, and shall surrender all keys for the Premises to Lessor at the place then fixed for payment of rent and shall inform Lessor of all combination locks, safes and vaults, if any, in the Premises. Lessee's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this lease.

19. **ATTORNEY'S FEE**: In the event of employment of an attorney for the collection of any amount due hereunder, or for the institution of any suit for possession of the Premises, or for advice or service incident to the breach of any other condition of this lease by the Lessee, or on account of bankruptcy proceedings by or against Lessee, or legal process being issued against the furniture and effects of this Lessee, located upon the Premises, or the leasehold interest of the Lessee, the Lessee agrees to pay and shall be taxed with a reasonable attorney's fee, which fee shall be a part of the debt evidenced and secured by this lease.

20. **WAIVER OF EXEMPTIONS**: In order to further secure the prompt payment of said rents, and when the same mature, and the faithful performance by the Lessee of all and singular the terms, conditions and covenants on the part of the Lessee herein contained, and all damages and cost that the Lessor may sustain by reason of the violation of said

JH.

terms, conditions and covenants, or any of them, the Lessee does hereby waive any and all right to claim personal property as exempt from levy and sale under the Constitution and Laws of the State of Alabama or any other State.

21. **EASEMENTS:** No representation on the part of the Lessor, or Agent, is herein contained concerning the existence or not of any rights of-way, party wall agreements, zoning ordinances, easements, prescriptions, or covenants running with the land affecting the Premises, and to the extent only as such may be determined by a physical inspection of the property and/or as such may be of record in the Probate Court of the County in which the Premises are located, the Lessee takes possession hereunder charged with notice thereof, and is bound to recognize all such rights-of-way, party wall agreements, easements, prescriptions and covenants running with the land, and zoning ordinances, and to indemnify and hold the Lessor harmless for any violations or breaches thereof by said Lessee. Lessor reserves the right to change the location of improvements, parking spaces, parking entrances and access to the Premises.

22. **INDEMNITY:** The Lessee will indemnify and save harmless the Lessor and Agent from all fines, suits, claims, demands and actions of any kind or nature, by reason of any breach, violation or non-performance of any condition hereof on the part of the Lessee. The Lessee will indemnify, protect and save harmless the Lessor herein, from any loss, cost, damage or expense caused by injuries to persons or property, while in, on, or about the Premises; and any and all property of said Lessee which may be located or stored in the Premises shall be at the sole risk of said Lessee.

23. **LIABILITY INSURANCE:** Lessee shall maintain at Lessee's expense public liability insurance covering the Premises and operations of Lessee having limits of liability of not less than $3,000,000 bodily injury per occurrence plus $3,000,000 property damage per occurrence, or a Combined Single Limit of liability not less than $3,000,000 per occurrence. Such policy shall name Lessor and Agent as additional insureds and shall require that Lessor and Agent be given thirty (30) days advance notice in event of cancellation or material change and shall furnish to Lessor and Agent a Certificate of Insurance as evidence of compliance with this requirement.

24. **STEAM BOILER:** Lessee is strictly prohibited from installing and operating a steam boiler on the Premises without written permission of Lessor, and such permission will be granted only after Lessee provides satisfactory proof of specific boiler explosion insurance with limits adequate to cover damage to the Premises.

25. **LESSOR'S RIGHTS CUMULATIVE:** The failure of the Lessor to insist, in any one or more instances, upon a strict performance of any of the covenants of this lease, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future, of such covenant or option, but the same shall continue and remain in full force and effect. The receipt by the Lessor of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Lessor of any provision hereof shall be deemed to have been made unless expressed in writing, and signed by the Lessor, or Agent.

26. **SEVERABILITY:** If any term, covenant or condition of this lease or the application thereof to any person or circumstances shall to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant and condition of this lease shall be valid and be enforced to the fullest extent permitted by law.

27. **HOLDING OVER:** Any holding over after the expiration of the term hereof, without the consent of the Lessor, shall be construed to be a tenancy from month-to-month, subject to all the terms and conditions hereof except that the monthly rental during any such period of holding over shall be in an amount equal to Two Hundred percent (200%) of the monthly rental as specified herein; but nothing in this section shall be construed as consent by Lessor to any holding over or as a waiver of any rights of Lessor otherwise provided for herein. If the Lessee continues to remain in the Premises after the expiration of the said term or after a forfeiture incurred, the Lessor, at any time, whether rent has been accepted by the Lessor or not, reserves the unqualified right, or option to notify the Lessee in writing of this election to terminate the lease or any extension thereof, said termination to be effective at the end of the calendar month in which said notice is given, unless less than ten (10) days remain in said month, in which event the effective date of termination shall be the last day of the calendar month following the date on which notice is given.

28. **CONDITION:** Nothing herein contained shall be construed as a warranty that the Premises are in good condition or are fit or suitable for the use or purpose for which they are let. Neither the Lessor or Agent have made any representation or promise with respect to the condition or suitability of the Premises except as herein expressly set forth. Lessee accepts Premises in "As Is" condition.

29. **MAINTENANCE AND REPAIRS:** Lessor shall maintain and keep in good repair the roof and exterior walls of the buildings located on the Premises, exclusive of glass and doors. However, Lessor shall not be obligated to make any other repairs or do any other work on or about the Premises or to any equipment thereon, and all other repairs and maintenance shall be performed by Lessee.

Lessor reserves the right after reasonable notice and at any time to enter upon the Premises himself, his workmen, contractor, architect, artisans and laborers, to make such repairs and to do such work on or about the Premises as Lessor may deem necessary or proper, or that Lessor may be lawfully required to make; and such repairs shall be made at the Lessee's own risk as to his goods, wares, fixtures, equipment, stock, and furnishings, and as to protection thereof from theft or damages or other hazard directly or indirectly connected with such repair work. Should the Lessee fail to make any repairs, replacements or fail to undertake any maintenance agreed to by it under this lease, the Lessor may enter the Premises and make such repairs, replacements and undertake such maintenance under the same conditions *thereinabove set out, and the cost thereof shall be payable by the Lessee on demand, together with interest at the highest*

AH JH

legal rate not to exceed 15% per annum and which said sum shall be secured as additional rent under the terms of this lease.

30. **INSPECTION:** Lessor or Agent, reserves the right to visit and inspect the Premises at all reasonable times, and to show the Premises to prospective tenants and purchasers, and to display "For Sale" signs on the Premises, and during the last six (6) months of this lease to display "For Rent" signs on the Premises.

31. **EMINENT DOMAIN:** If the whole of the Premises shall be taken by Federal, State, County, City, public utility, or other authority for public use or under any statute, or by right of eminent domain, then when possession shall be taken thereunder of the Premises, the term hereby granted and all rights of the Lessee hereunder shall immediately cease and terminate, and the Lessee shall not be entitled to any part of any award that may be made for such taking, nor to any damages therefor except that the rent shall be adjusted as of the date of such termination of the lease. If but a part of the Premises be taken by right of eminent domain, this lease shall continue in full force and effect, as to the property remaining, and provided such property remaining is capable of continued use and enjoyment by the Lessee for the uses and purposes provided for hereunder, and the Lessee shall not be entitled to any award that may be made for such taking; nor shall such taking constitute a termination of this lease, or a constructive eviction of Lessee. The rent payable hereunder shall be adjusted as of the time of such taking to equitably reflect the change in the size of the remaining property.

32. **CONDEMNATION:** In the event the improvements on the Premises are condemned by any Public Authority except under conditions described in the paragraph immediately following, it is agreed and understood that upon notice of such order of condemnation that the Lessor has the option or election to (a) terminate this lease as herein provided, or (b) make the required repairs. If the Lessor elects to terminate this lease he shall give notice thereof in writing to the Lessee within thirty (30) days of the date of the receipt of the order of condemnation from the Public Authority, and the Lessee shall then have thirty (30) days from the receipt of the Lessor's notice to exercise his election, to (a) surrender possession of the Premises or (b) continue in possession and make the required repairs at the Lessee's expense. If the repairs are made by either the Lessor or Lessee as herein provided for, during the actual period of such repairs, it is agreed that there shall be a proportionate abatement of rent. PROVIDED, HOWEVER, that nothing herein contained shall be construed as prohibiting, limiting, diminishing or altering the Lessor's right to contest, deny, protest or in any other way attack, question or defend the matters involved in such condemnation both as to the facts and the authority of the Public Authority, and in that event the options or elections hereinabove provided for shall be exercisable in the manner above provided, only after the matters in contest have been judicially determined. The Lessor shall give notice to the Lessee of his election to contest the order of condemnation within thirty (30) days after receipt of same.

33. **SAFETY:** If any Public Authority requires structural or other repairs or changes to the Premises here demised, (for example, such as fire extinguisher systems, fire escapes, extra supports and braces), all of any of which are required by virtue of the Lessee's use of the Premises, then such changes, repairs or additions, shall be promptly made after notice thereof, solely at the Lessee's expense, and upon the Lessee failing or refusing to do so, the Lessor may (a) consider this lease in default, or (b) make such repairs, changes or additions, at the Lessee's cost and expense and such sums so expended together with interest thereon at the highest legal rate, not to exceed 15% per annum, shall be payable on demand and be secured as additional rent hereunder.

34. **LESSEE TO PAY TAXES AND ASSESSMENTS:** a. Tenant shall pay to Landlord as Additional Rent for each Lease Year and any Partial Lease Year during the term of this Lease, all real estate *taxes* attributable to the Leased Premises. For this paragraph, real estate taxes shall mean all real estate taxes, assessments and other governmental impositions of every kind and nature whatsoever, extra-ordinary as well as ordinary, foreseen and unforeseen, which may be levied or assessed by the lawful taxing authorities, against the land, premises, and all improvements of the premises. In the event the methods of taxation prevailing at the commencement of the term of this Lease shall thereafter be modified so that in lieu of or as a substitute for the whole or any part of the real estate taxes now levied, assessed or imposed, there shall be levied, assessed or imposed an income or other tax, then the same shall be included in the computation of real estate taxes hereunder.

b. First year tax estimate is Three Thousand Two Hundred Dollars ($3,200). Such Additional Rent shall be paid in equal monthly installments at the same place and on the same date on which the Fixed Minimum Rental is payable hereunder. For the first year of this Lease the monthly payment shall be Two Hundred Sixty Six Dollars and Sixty-Six Cents ($266.66). Landlord shall notify Tenant from time to time of the amount which Landlord estimates will be the amount of the real estate taxes attributable to the Leased Premises for each calendar year; such estimated amount will then be used to compute the equal monthly installments of additional rent payable by Tenant under this Paragraph 34. As soon as practicable after the actual amount of real estate taxes attributable to the Leased Premises for the current calendar year has been ascertained, Landlord shall send Tenant a statement setting forth the total amount of Tenant's real estate tax liability for such calendar year and the amount of the resulting deficiency or overpayment, as the case may be. Tenant shall pay any deficiency in the amount of real estate taxes attributable to the Leased Premises as Additional Rent within thirty (30) days after notice from Landlord. Landlord will credit any surplus real estate tax payments against the first monthly estimated real estate tax payments due for the next succeeding year, until such surplus credit has been exhausted.

35. **LESSEE TO REIMBURSE LESSOR INSURANCE PREMIUM:** Tenant shall pay as Additional Rent for each Lease Year and for any Partial Lease Year during the term of this Lease, the Tenant's proportionate share of all insurance premiums including, but not limited to, fire, hazard, extended coverage, rental income insurance, malicious mischief and other casualty and liability insurance carried by Landlord on the Premise. First year estimate is Five Thousand Three Hundred Dollars ($5,300). *Tenant's proportionate share of such insurance premiums hereunder shall be calculated, due*

and payable on the same basis as provided for real estate taxes attributable to the Leased Premises. For the first year of this Lease the monthly payment shall be **Four Hundred Forty One Dollars and Sixty-Six Cents ($441.66).** Tenant shall pay for any increase in insurance premiums on insurance carried by Landlord resulting from Tenant's use or occupancy of the Leased Premises within ten (10) days after notice from Landlord. Tenant acknowledges and agrees that Landlord will not obtain or carry insurance on Tenant's personal property, fixtures, equipment, inventory or Tenant's improvements, and Tenant agrees that Tenant shall be responsible for obtaining and carrying insurance on the foregoing, at its sole cost and expense.

36. **ADJOINING PROPERTY:** Lessor does not warrant any rights to light, view or air over adjoining property and any diminution or shutting off of light, view or air by any structure which may exist or be erected adjacent to the Premises shall in no wise affect this lease or impose any liability on Lessor.

37. **SUCCESSORS IN INTEREST:** Every provision hereof applicable to the Lessor and every provision hereof applicable to the Lessee shall also bind, apply to and run in favor of "their respective successors in interest, heirs, or personal representatives" as fully as if said quoted words were inserted after the word "Lessor" and "Lessee" wherever they appear herein, except that this provision shall not permit the assignment of this lease, or subleasing of the Premises except on the conditions here imposed.

38. **MORTGAGE:** This lease shall at all times be subject and subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Premises, and to all advances made or hereafter to be made upon the security thereof. The Lessee binds and obligates itself to execute and deliver such further instrument or instruments subordinating this lease to the lien of any such mortgage or mortgages at any time same may or shall be desired by any mortgagee or proposed mortgagee or by the Lessor. It is further agreed and understood, however, that whether this lease is subordinate to any such mortgage, or not, the Lessee's absolute right to quiet enjoyment of the Premises shall be maintained so long as Lessee shall pay all rentals and perform all duties required of Lessee hereunder.

39. **"LESSEE" DEFINED:** The word "Lessee" includes the plural as well as the singular and if there be more than one Lessee, a breach of condition or default by anyone shall at the Lessor's option, bind all of the Lessees equally under the terms of this lease. The term Lessee also includes natural persons, partnerships and corporations, other entities, or any combination thereof.

40. **ARBITRATION:** Wheresoever herein provision has been made for the abatement of rent or the equitable adjustment thereof as in case of damage by fire or other causes, eminent domain or condemnation, it is agreed and understood that in the event the Lessor and the Lessee should fail to agree as to the amount of such adjustment or the duration of time that such adjustment shall apply, that the matter in dispute at the election of either party shall be arbitrated. In order to provide for arbitration, it is further agreed that the Lessor or Lessor's agent shall appoint one (1) arbitrator and the Lessee shall appoint another, and the two (2) arbitrators so appointed shall select a third, and the opinion of the majority of said arbitrators shall in all things be final and binding upon the parties hereto. Any costs incurred in securing arbitration shall be borne equally by and between Lessor and Lessee.

41. **RIDERS:** All riders attached thereto are by reference made a part hereof and any terms of conditions of such rider, in conflict or inconsistent with the printed lease, shall supersede and control.

42. **CAPTIONS:** The captions of this lease are for convenience only and are not a part of this lease and do not in any way limit or amplify the terms and provisions of the lease.

43. **LIMITATION OF LIABILITY:** Lessee agrees that there shall be absolutely no personal liability on the part of the Lessor or Agent with respect to any of the terms, covenants and conditions of this Lease. Lessee shall look solely to the interest of the Lessor in the Premises for the satisfaction of each and every remedy of Lessee in the event of any breach of the Lessor, its successor and assigns, of any of the terms, covenants and conditions of this lease to be performed by the Lessor.

44. **AUTHORITY TO EXECUTE:** This lease contains the entire and only agreement between the parties concerning the Premises and no oral or written statements or representations, if any, of any party hereto or any representative of a party hereto, not contained in this instrument, shall have any force or effect. This lease shall not be modified in any way except by a writing executed by Lessor and Lessee, and no oral agreement or representations for rental shall be deemed to constitute a lease other than this agreement. This agreement shall not be binding until it shall have been executed by Lessee and Lessor.

45. **ENVIRONMENTAL INDEMNIFICATION BY LESSEE:** Lessee shall unconditionally indemnify, defend and hold Lessor harmless from and against all loss, liability, claims, actions, expenses, lawsuits, proceedings, demands, assessments, adjustments and costs (including specifically, but without limitation, reasonable attorneys and consultants fees and expenses of investigation) which solely arise from or are related to Lessee's use of the Premises and (1) the imposition or recording of a lien, the incurring of costs or required repairs, clean up or detoxification and removal under any Hazardous Materials Law with respect to the Premises or liability to any third party in connection with any violation of a Hazardous Materials Law by Lessee; (2) the presence on or under, or the discharge, emission, release or threatened release from the Premises unto the environment arising from the installation, use, generation, manufacture, treatment, handling, refining, production, processing, storage, removal, clean up or disposal of any solid, hazardous material by Lessee at the Premises; (3) loss of value of the Premises as a result of any such lien, clean up, detoxification, loss, liability, damage, expense or claim or a failure or defect in title occasioned by the use of any such hazardous or toxic substance, pollutants, contaminants, or wastes after the commencement date of this lease; and (4) foreseeable and unforeseeable incidental and consequential damages related to the foregoing. Such indemnification shall survive the expiration or other termination of the term of this Lease. Notwithstanding the foregoing, Lessee shall not be responsible for the condition of the Premises which existed prior to the date of the execution of this lease.

46. **ASSIGNMENT/SUB-LEASING:** Each and every transfer or assignment of this lease by the Lessee or any interest therein, shall be null and void, unless the written consent of the Lessor be first obtained thereto, which consent shall not be unreasonably withheld. Any violation hereof is agreed and understood to constitute a substantial and material breach of condition of this lease, with all of the rights thereunto pertaining as in the case of default for any other cause hereunder. In the event of any assignment/sublease for which consent is given as stipulated herein, Lessee agrees to designate Lessor as its exclusive agent in attempting to secure a suitable assignee or sublessee for the remainder of the term of the Lease. Lessee further agrees to pay an assignment/subleasing fee in the amount of one month's rent as set forth herein for efforts on Lessee's behalf.

Both Lessor and Lessee acknowledge and confirm that except for the specific circumstances of assignment and sublease as provided in the preceding paragraph, Agent is solely the agent of Lessor and represents the interest of Lessor exclusively with respect to this lease. However, in the event of such assignment or sublease, both Lessor and Lessee consent that Agent may act as a limited consensual dual agent and receive compensation from both parties.

IN WITNESS WHEREOF, the Lessor and the Lessee have executed THESE PRESENTS in duplicate by affixing hereunto their respective hands and seals on the day and date first above set forth.

WITNESS:

Pam Holland

LESSOR: 2301 Dauphin Island Pkwy, LLC.

By: _____

Title: Member

WITNESS:

Heather Hines

Robert Hines

LESSEE: Just 4 Us Lounge, LLC.

By: Ashley Hines

Title: Owner

STATE OF ALABAMA

COUNTY OF MOBILE

GUARANTY

FOR VALUE RECEIVED and in consideration for and as an inducement to Lessor making the within lease with Lessee, the undersigned guarantees to Lessor, its heirs, successors and assigns, the full performance and observance provided to be performed and observed by Lessee, without requiring any notice of non-performance or non-observance, or proof, or notice, or demand, whereby to charge the undersigned therefor, all of which the undersigned hereby expressly waives and expressly agrees that the validity of this agreement and the obligations of the guarantor hereunder shall in no wise be terminated, affected or impaired for reason of the assertion by Lessor against Lessee of any of the provisions of the within lease. The undersigned guarantor further covenants and agrees that this guaranty shall remain and continue in full force and effect as to any renewal, modification or extension of this lease.

Dated: 1/1/22, 2023

Ashley Hines

Guarantor Ashley Monae Hines

WITNESSES:

Robert D. Hines

STATE OF ALABAMA
COUNTY OF MOBILE

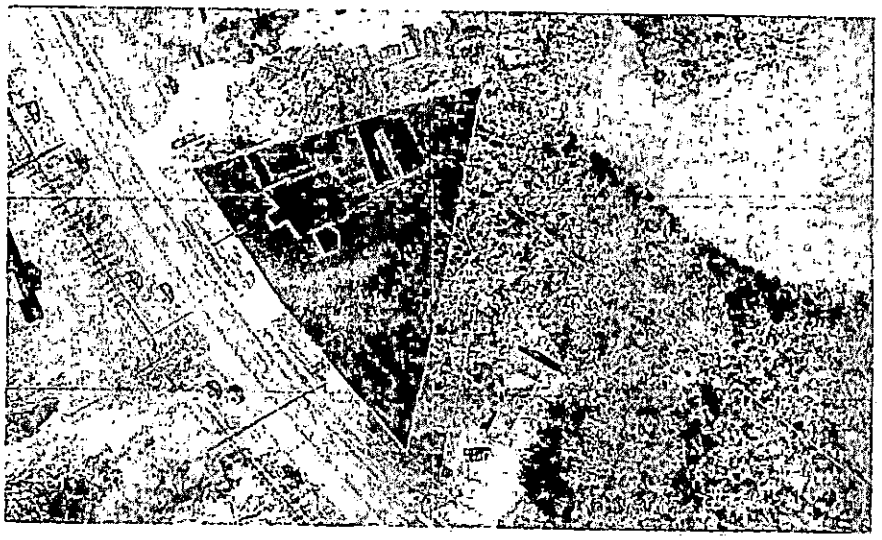
On this _____ day, of _____ 2022,
Before me personally came

To me, known to me to be the individual described in and who executed the foregoing guaranty and acknowledged to me that he executed the same.

Notary Public

My commission expires

Exhibit "A"
Legal Description of Property & Site Plan
LOTS 5 & 6 BLK E EDGEWOOD PARK SUB MBK 5 PG 69-72 #SEC 35 T5S R1W #MP32 04 35 0
002



9

NOTICE!

Notice is herby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages

License Type(s)

010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name

JUST 4 US LOUNGE LLC

Trade Name (DBA)

JUST 4 US LOUNGE

Location Address

2301 DAUPHIN ISLAND PKWY **MOBILE AL 36605**

Application Number

2023 - 5626

Post Date

12/12/2023

That public hearing on said application has been set before the City Council @ 1030am on Tuesday

December 19, 2023

Date

at the Government Plaza Auditorium (1st floor) located at 205 Government Street, Mobile Alabama. Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication addressed to the City of Mobile City Clerk Office

Applicant Signature

Ashley Hines

Revenue Dept Representative

R Shawn Skinner

In accordance to City of Mobile Code , the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure	Application Type	Transfer - License?	Description/Type
☐ Sole Proprietorship ☑ Limited Liability Company (LLC) ☐ Corporation	☐ New Business ☐ New Owner ☐ Location Change	☐ No ☐ Yes Relocation Date	☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☐ Other

License Type Applied for with AL ABC Board (*MUST* match with ABC Board) - check ALL that apply

☑ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor
☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises)
☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine
☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub

Legal Business Name	Trade Name (DBA)
Just 4 US Lounge	Just 4 US Lounge

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
2301 Dauphin Island PKWY	Mobile	AL	36605

Business Contact Person Information

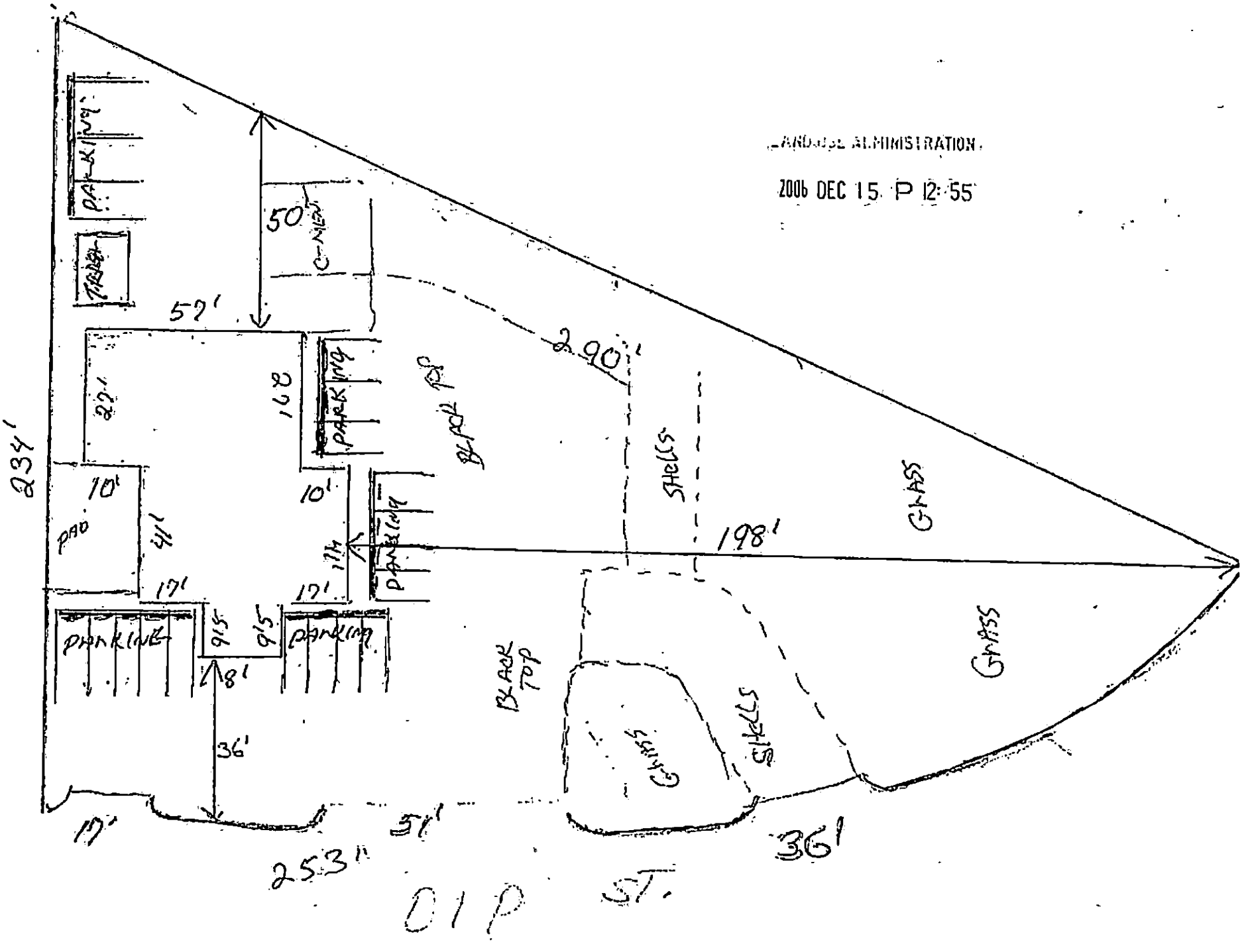
Name	Title	Phone	Email
Ashley Hines	Owner		

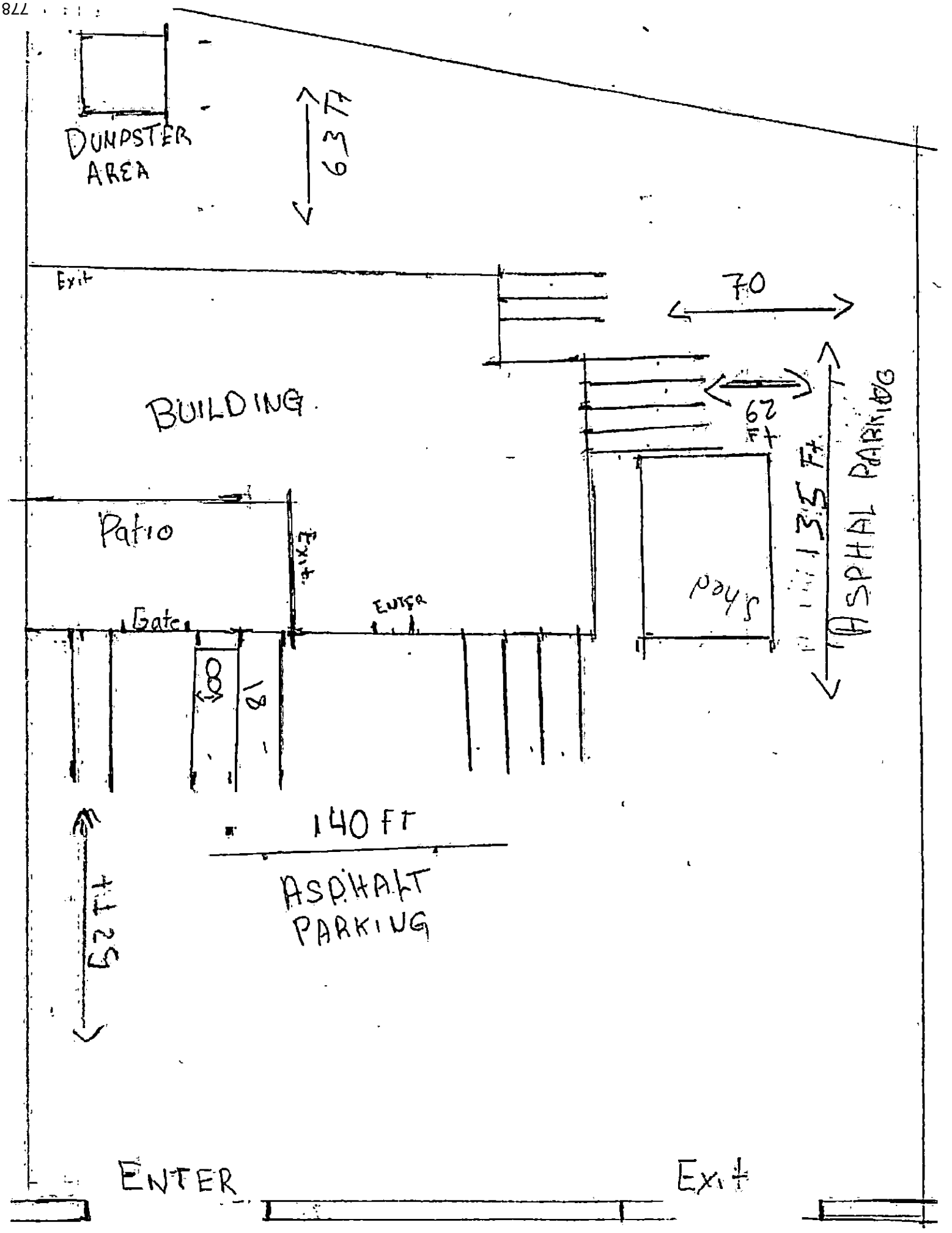
URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
3600	19	12	✓	B-3	✓

Comments: EXISTING LOUNGE

Print Name	Signature	Date
CALDWELL C. WHISTLER	Caldwell C. Whistler	12.12.2023


LAND USE ADMINISTRATION
2006 DEC 15 P 12:55
PARKING
TRASH
50'
CONCRETE
57'
290'
234'
22'
168'
PARKING
BLACK TOP
10'
10'
PAD
41'
171'
171'
PARKING
PARKING
9'5"
9'5"
PARKING
8'
36'
SHELLS
GRASS
198'
BLACK TOP
GRASS
SHELLS
17'
57'
253'
36'
OLD ST.

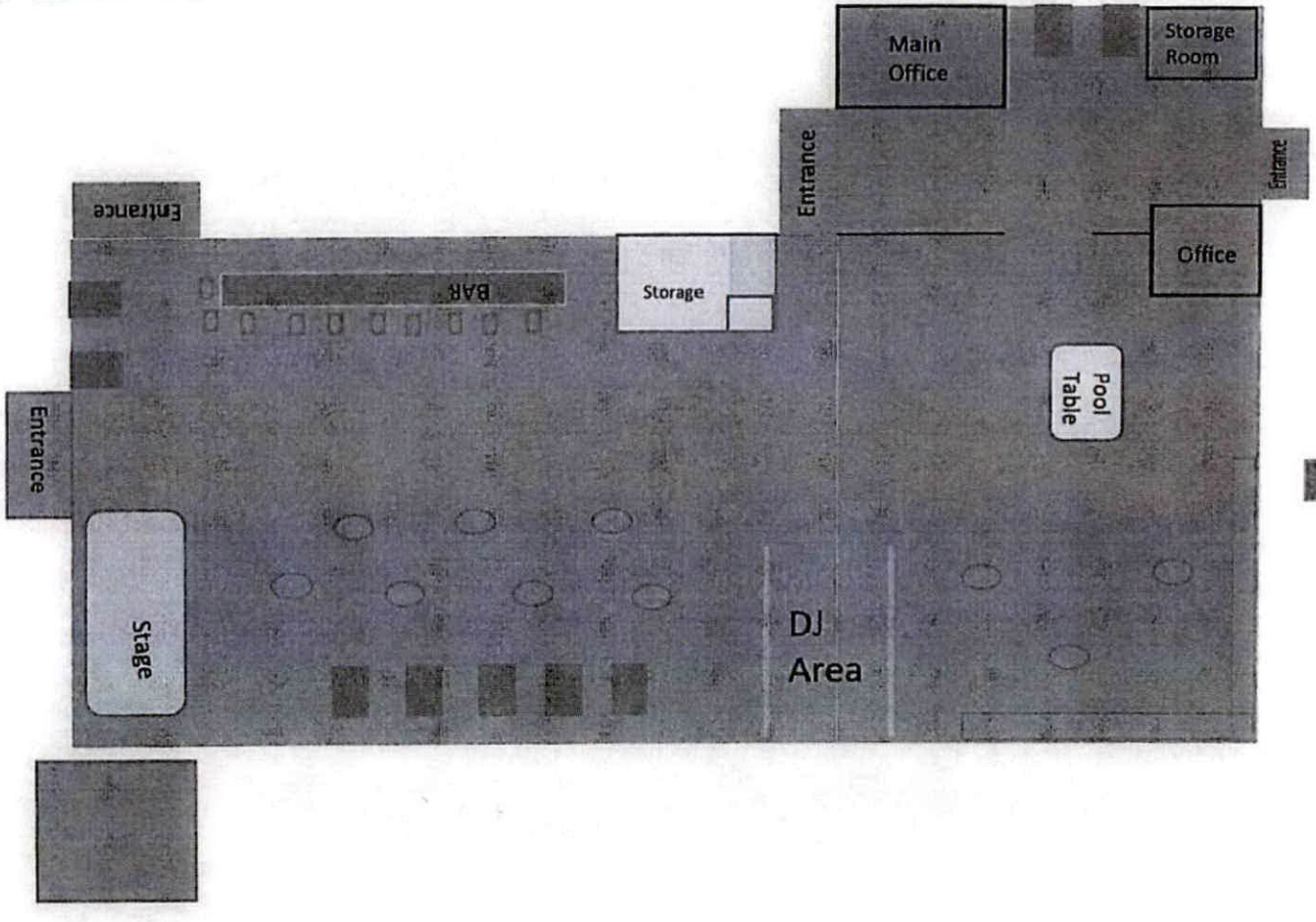

DUMPSTER AREA
63 Ft
Exit
70
BUILDING
62 Ft
135 Ft
ASPHAL PARKING
Patio
Exit
Gate
Enter
Pays
80
18
140 FT
ASPHALT PARKING
52 Ft
ENTER
Exit

2301 Dauphin Island Pkwy, Mobile, AL. 36605

Just 4 US Lounge

Ashley Hines 12-12-23

Sketch



9 Booths seat 4= 36 People
10 Bar Stools= 10 People
2 Benches seat 5 each= 10 People
10 Tables seat 4= 40 People

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	12/14/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/14/2023 - 11:46 AM

R E S O L U T I O N

Sponsored by: Councilmember C. J. Small

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Retail Beer/Table Wine (Off Premises Only) License
Submitted by:	Kokwet, LLC
Location:	Stadium Foodmart 1301 Virginia Street Mobile, AL 36604

Adopted:

_____

City Clerk

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
SCOTT JONES
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
12/12/2023	TRANSFER - OWNERSHIP	2023 - 5621	127248	December 19, 2023

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL WINE (OFF PREMISES ONLY)

Legal Business Name **KOKWET LLC**

Trade Name (DBA) **STADIUM FOODMART**

Location Address **1301 VIRGINIA STREET**

City, State, Zip Code **MOBILE AL 36604**

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
SCOTT JONES
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
12/12/2023	TRANSFER - OWNERSHIP	2023 - 5621	127248	December 19, 2023

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL WINE (OFF PREMISES ONLY)

Legal Business Name **KOKWET LLC**

Trade Name (DBA) **STADIUM FOODMART**

Location Address **1301 VIRGINIA STREET**

City, State, Zip Code **MOBILE AL 36604**

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Pafenbach-Gauthier**

From: **Logan Anderson**
Principal Planner L. Logan Anderson

Date: **December 13, 2023**

Re: **Application # 5621 / 1301 Virginia St.**

Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned R-1, and has a non-conforming status. This is to advise that a convenience store with retail beer and wine sales is a permitted use under the non-conforming status.

Based on documentation on file, the site has a non-conforming status with regard to parking.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District # 3, C.J. Small (Council Member).

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5621 DATE 12/19/2023

APPLICANT KOKWET LLC

LOCATION 1301 VIRGINIA ST

REQUEST ALCOHOLIC BEVERAGE LICENSE

N W E S

NTS

LANDUSE SURVEY CONDUCTED 2010

R-A R-1 R-2 R-3 R-B H-B B-1 T-B LB-2 B-2 B-3 B-4 B-5 CW MM ML MH I-1 I-2 PD MUN OPEN SD SD-WH T-3 T-4 T-5.1 T-5.2 T-6

City of Mobile Alcoholic Beverage License Approval Request

TO: City of Mobile City Council
FROM: City of Mobile Revenue Department
RE: Alcoholic Beverage License Request

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
12/12/2023	TRANSFER - OWNERSHIP	2023 - 5621	127248	December 19, 2023

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits.

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL WINE (OFF PREMISES ONLY)

Legal Business Name

KOKWET LLC

Trade Name (DBA)

STADIUM FOODMART

Location Address

1301 VIRGINIA STREET **MOBILE** **AL 36604**

Business Contact Person Information			
Name	Title	Phone	Email
IAN O WANDO	OWNER	(251) 232-8198	KOKWETLLC@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? **11.01.2023**

The alcohol license will not be issued until two (2) letters of approval and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department

R Shawn Skinner

Revenue Department Representative

City of Mobile Alcoholic Beverage License Application

Application Date	Application Type	Application Number	License Number Assigned	City Council Agenda Date
12/12/2023	TRANSFER - OWNERSHIP	2023 - 5621	127248	December 19, 2023

License Type applied for with Alabama ABC Board	2nd License Type applied for with Alabama ABC Board
050 - RETAIL BEER (OFF PREMISES ONLY)	070 - RETAIL WINE (OFF PREMISES ONLY)

Business Information

Legal Business Name	Trade Name (DBA)
KOKWET LLC	STADIUM FOODMART

Business Structure Type	Incorporation Date	Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	09.29.2023	001-101-789	AL	MADISON

Federal Tax ID (FEIN)	AL State Tax ID
93-3683841	R011937573

Physical Address of Business (Street Address, Suite #)	City	State	Zip Code
1301 VIRGINIA STREET	MOBILE	AL	36604

Mailing Address for Business (PO Box, Street Name, Suite #)	City	State	Zip Code
1301 VIRGINIA STREET	MOBILE	AL	36604

Primary Business Activity at this location	If Location Transfer, Previous Street Address and Zip Code
CONVENIENCE STORE	N/A

Business Contact Person Information

Name	Title	Phone	Email
IAN O WANDO	OWNER ☐ POA		

If TRANSFER of license, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
A AND H FOOD MART LLC	STADIUM FOOD MART

License Type	License Number	Any ABC Pending Actions
050/070 - RETAIL BEER & WINE (OFF PREMISES)	010038449	NO PENDING ACTIONS

Land/Building Information

Do you own or rent/lease the property? **RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED**

Property Owner Name	Prop Owner Phone	Property Owner Email
LEESAN KIPTOO KOSKEY		

Property Owner Address	City	State	Zip Code

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure	License Covers
6,000	N/A	YES	NO	SINGLE	ENTIRE STRUCTURE

Do the premises have a fully equipped and operational kitchen? **NO**

Is the business used to habitually and principally provide food to the public? **NO**

Is the business equipped with services and facilities for on premises consumption? **NO**

Will the business be operated primarily as a package store? **NO**

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers — Copy of Driver's License Must Be Provided for each Person

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
WANDO, IAN OCHIENG	OWNER		
Home Street Address	**City**	**State**	**Zip Code**
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC License(s) with any entity in your name?

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
NO			

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
N/A			
Home Street Address	**City**	**State**	**Zip Code**
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, Violation	Arresting Agency	Arrest Date	Disposition

Do you have any existing State of Alabama ABC License(s) with any entity in your name?

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)

Power of Attorney (POA) Information — Copy of Driver's License Must Be Provided

Full Name (Last, First, Middle)	Title	Date of Birth	Drivers License (State, Number)	
N/A				
Home Street Address	**City**	**State**	**Zip Code**	**Phone Number**

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? **NO**

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? **NO**

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? **YES**

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

I.W 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.

I.W The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the licensed premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling or not, at any time.

I.W 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.

I.W The undersigned understands that the City reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed without prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

I.W Applicant for the Alcoholic Beverage license, requested by the foregoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated herein, the applicant is the only person interested in the business for which license is requested.

I.W In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Owner/Applicant Printed Name	Date
Ian Ochiong Wando	12/12/2023
Owner/Applicant Signature	**Title**
Ian Wando	Owner

Sworn to and subscribed before me this 12th day of DECEMBER 20 23

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
R SHAWN SKINNER	R Shawn Skinner	November 19, 2025

Notary Stamp

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

Signature Page

CITY OF MOBILE

REVENUE DEPARTMENT

December 12, 2023

STADIUM FOOD MART

1301 VIRGINIA STREET

MOBILE, AL 36604 USA

ACCOUNT NUMBER: 127248 TERRITORY 3

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
1690537	12/2023	ALCOHOL APPLICATION FEE APPLICATION FEE	$50.00	$0.0	$0.00	$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

$50.00*

***Additional penalties may apply when payment is rendered**

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

12/12/2023 09:15AM SAVALIA G
037444-0001

BUSINESS LICENSE
KOKWET LLC
127248
2023 Item: 1690537
ALCOHOL APPLICATION FEE $50.00

$50.00

Subtotal	**$50.00**
Total	**$50.00**
CASH	$50.00
Change due	**$0.00**

Paid by: KOKWET LLC



Thank you for your payment

CUSTOMER COPY

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20231122094407581

NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
A AND H MART LLC
Address: 1301 VIRGINIA ST
MOBILE , AL 36604
Telephone: 205-478-9131

NEW APPLICANT:
KOKWET LLC
Address: 1301 VIRGINIA ST
MOBILE , AL 36604
Telephone: 251-232-8198

Current License No: 050-010038449
070-010038449

LICENSED PREMISES ADDRESS: 1301 VIRGINIA ST MOBILE , AL 36604

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 22 day of November, 2023.

CURRENT LICENSEE (NAMED ON LICENSE)

Print Name: Alyssa Stellmaker
Title: Member

NEW LICENSEE (APPLICANT)

Print Name: Ian Wando
Title: Member

WITNESS: (By ABC Enforcement) Sandy Dunlap
Revised 9/08

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20231122094407581

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) **State:** **County:**

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) **State:** **County:**

Trade Name: STADIUM FOODMART **Filing Fee:**

Applicant: KOKWET LLC **Transfer Fee:** $100.00

Location Address: 1301 VIRGINIA ST MOBILE , AL 36604

Mailing Address: 1301 VIRGINIA ST MOBILE , AL 36604

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:** 0

Product Type: 03 **Type Ownership:** LLC

Book, Page, or Document info: 001-101-789

Do you sell Draft Beer?:

Date Incorporated: 09/29/2023 **State incorporated:** AL **County Incorporated:** MADISON

Date of Authority: 09/29/2023

Federal Tax ID: 93-3683841 **Alabama State Sales Tax ID:** R011937573

Name:	Title:	Date and Place of Birth:	Residence Address:
IAN OCHIENG WANDO	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: IAN WANDO
Business Phone: 251-232-8198
Fax:

Home Phone: 251-232-8198
Cell Phone: 251-232-8198
E-mail: KOKWETLLC@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name: STADIUM FOOD MART
Applicant: A AND H MART LLC

Previous License Number(s)
License 1: 050-010038449
License 2: 070-010038449

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20231122094407581

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: KIPTOO KOSKEY LESSAN 251-458-0126
What is lessors primary business? CONVENIENCE STORE
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: 6000 Display Square Footage:
Building seating capacity: 0 Does Licensed premises include a patio area? NO
License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20231122094407581

Initial each — **Signature page**

Initial each	
I·W	In reference to law violations, I attest to the truthfulness of the responses given within the application.
I·W	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
I·W	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.
XXX	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.
XXX	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
I·W	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
I·W	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.
I·W	The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
I·W	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): Ian Wando

Signature of Applicant: I Wando

Notary Name (print): SANDY DURHAM
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires Sept. 17, 2025

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:**

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20231122094407581

Private Clubs / Special Retail / or Special Events 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:

Other Explanations
Is the lessor involved in any way with the alcohol beverage business?: LANDLORD HAS CONVENIENCE STORE

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:

   KOKWET 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): United States Corporation Agents, Inc.

   Street (**no PO Boxes**) address of registered office (must be located in Alabama):

   600 Boulevard South SW Suite 104J Huntsville, AL 35802

   *COUNTY of above address: MADISON

   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

001-101-789 DLL

Date	09/29/2023
Time	21:54:00
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 9 / 29 / 2023 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 9 : 54 ○ 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).

9 / 29 / 2023
Date (MM/DD/YYYY)

Cheyenne Moseley
Signature as required by 10A-5A-2.04

Assistant Secretary
Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Wes Allen, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

KOKWET LLC

This name reservation is for the exclusive use of Legalzoom.com, Inc., 101 N Brand Blvd., 11th Fl, Glendale, CA 91203 for a period of one year beginning September 29, 2023 and expiring September 29, 2024

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

September 29, 2023

Date

Wes Allen **Secretary of State**

RES117462

Company Agreement

KOKWET LLC,
an Alabama Limited Liability Company

THIS COMPANY AGREEMENT of KOKWET LLC (the "Company") is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

A. The Members have formed the Company as an Alabama limited liability company under the Alabama Limited Liability Company Law of 2014. The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized under the laws of the state of Alabama. The Members hereby adopt and approve the Certificate of Formation of the Company filed with the Alabama Secretary of State.

B. The Members enter into this Agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

ARTICLE 1: DEFINITIONS

Capitalized terms used in this Agreement have the meanings specified in this Article 1 or elsewhere in this Agreement and if not so specified, have the meanings set forth in the Alabama Limited Liability Company Law of 2014.

"Agreement" means this Company Agreement of the Company, as may be amended from time to time.

"Capital Account" means, with respect to any Member, an account consisting of such Member's Capital Contribution, (1) increased by such Member's allocated share of income and gain, (2) decreased by such Member's share of losses and deductions, (3) decreased by any distributions made by the Company to such Member, and (4) otherwise adjusted as required in accordance with applicable tax laws.

"Capital Contribution" means, with respect to any Member, the total value of (1) cash and the fair market value of property other than cash and (2) services that are contributed and/or agreed to be contributed to the Company by such Member, as listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement.

"Exhibit" means a document attached to this Agreement labeled as "Exhibit A," "Exhibit B," and so forth, as such document may be amended, updated, or replaced from time to time according to the terms of this Agreement.

"Member" means each Person who acquires Membership Interest pursuant to this Agreement. The Members are listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement. Each Member has the rights and obligations specified in this Agreement.

"Membership Interest" means the entire ownership interest of a Member in the Company at any particular time, including the right to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Alabama Limited Liability Company Law of 2014, together with the obligations of the Member to comply with all of the terms and provisions of this Agreement.

"Ownership Interest" means the Percentage Interest or Units, as applicable, based on the manner in which relative ownership of the Company is divided.

"Percentage Interest" means the percentage of ownership in the Company that, with respect to each Member, entitles the Member to a Membership Interest and is expressed as either:

A. If ownership in the Company is expressed in terms of percentage, the percentage set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement; or

B. If ownership in the Company is expressed in Units, the ratio, expressed as a percentage, of:

(1) the number of Units owned by the Member (expressed as "MU" in the equation below) divided by

(2) the total number of Units owned by all of the Members of the Company (expressed as "TU" in the equation below).

$$\text{Percentage Interest} = \frac{MU}{TU}$$

"Person" means an individual (natural person), partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

"Units" mean, if ownership in the Company is expressed in Units, units of ownership in the Company, that, with respect to each Member, entitles the Member to a Membership Interest which, if applicable, is expressed as the number of Units set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement.

ARTICLE 2: CAPITAL CONTRIBUTIONS, ADDITIONAL MEMBERS, CAPITAL ACCOUNTS AND LIMITED LIABILITY

2.1 **Initial Capital Contributions.** The names of all Members and each of their respective addresses, initial Capital Contributions, and Ownership Interests must be set forth on Exhibit A. Each Member has made or agrees to make the initial Capital Contribution set forth next to such Member's name on Exhibit A to become a Member of the Company.

2.2. **Subsequent Capital Contributions.** Members are not obligated to make additional Capital Contributions unless unanimously agreed by all the Members. If subsequent Capital Contributions are unanimously agreed by all the Members in a consent in writing, the Members may make such additional Capital Contributions on a pro rata basis in accordance with each Member's respective Percentage Interest or as otherwise unanimously agreed by the Members.

2.3 **Additional Members.**

A. With the exception of a transfer of interest (1) governed by Article 7 of this Agreement or (2) otherwise expressly authorized by this Agreement, additional Persons may become Members of the Company and be issued additional Ownership Interests only if approved by and on terms determined by a unanimous written agreement signed by all of the existing Members.

B. Before a Person may be admitted as a Member of the Company, that Person must sign and deliver to the Company the documents and instruments, in the form and containing the information required by the Company, that the Members deem necessary or desirable. Membership Interests of new Members will be allocated according to the terms of this Agreement.

2.4 **Capital Accounts.** Individual Capital Accounts must be maintained for each Member, unless (a) there is only one Member of the Company and (b) the Company is exempt according to applicable tax laws. Capital Accounts must be maintained in accordance with all applicable tax laws.

2.5 **Interest.** No interest will be paid by the Company or otherwise on Capital Contributions or on the balance of a Member's Capital Account.

2.6 **Limited Liability; No Authority.** A Member will not be bound by, or be personally liable for, the expenses, liabilities, debts, contracts, or obligations of the Company, except as otherwise provided in this Agreement or as required by the Alabama Limited Liability Company Law of 2014. Unless expressly provided in this Agreement, no Member, acting alone, has any authority to undertake or assume any obligation, debt, or responsibility, or otherwise act on behalf of, the Company or any other Member.

ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

3.1 **Allocations.** Unless otherwise agreed to by the unanimous consent of the Members any income, gain, loss, deduction, or credit of the Company will be allocated for accounting and tax purposes on a pro rata basis in proportion to the respective Percentage Interest held by each Member and in compliance with applicable tax laws.

3.2 **Distributions.** The Company will have the right to make distributions of cash and property to the Members on a pro rata basis in proportion to the respective Percentage Interest held by each Member. The timing and amount of distributions will be determined by the Members in accordance with the Alabama Limited Liability Company Law of 2014.

3.3 **Limitations on Distributions.** The Company must not make a distribution to a Member if, after giving effect to the distribution:

A. The Company would be unable to pay its debts as they become due in the usual course of business; or

B. The fair value of the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of Members, if any, whose preferential rights are superior to those of the Members receiving the distribution.

ARTICLE 4: MANAGEMENT

4.1 **Management.**

A. **Generally.** Subject to the terms of this Agreement and the Alabama Limited Liability Company Law of 2014, the business and affairs of the Company will be managed by the Members.

B. **Approval and Action.** Unless greater or other authorization is required pursuant to this Agreement or under the Alabama Limited Liability Company Law of 2014 for the Company to engage in an activity or transaction, all activities or transactions must be approved by the Members, to constitute the act of the Company or serve to bind the Company. With such approval, the signature of any Members authorized to sign on behalf of the Company is sufficient to bind the Company with respect to the matter or matters so approved. Without such approval, no Members acting alone may bind the Company to any agreement with or obligation to any third party or represent or claim to have the ability to so bind the Company.

5.2 **Records.** The Members will keep or cause the Company to keep the following business records.

(i) An up to date list of the Members, each of their respective full legal names, last known business or residence address, Capital Contributions, the amount and terms of any agreed upon future Capital Contributions, and Ownership Interests, and Voting Interests;

(ii) A copy of the Company's federal, state, and local tax information and income tax returns and reports, if any, for the six most recent taxable years;

(iii) A copy of the Certificate of Formation of the Company, as may be amended from time to time ("Certificate of Formation"); and

(iv) An original signed copy, which may include counterpart signatures, of this Agreement, and any amendments to this Agreement, signed by all then-current Members.

5.3 **Income Tax Returns.** Within 45 days after the end of each taxable year, the Company will use its best efforts to send each of the Members all information necessary for the Members to complete their federal and state tax information, returns, and reports and a copy of the Company's federal, state, and local tax information or income tax returns and reports for such year.

5.4 **Subchapter S Election.** The Company may, upon unanimous consent of the Members, elect to be treated for income tax purposes as an S Corporation. This designation may be changed as permitted under the Internal Revenue Code Section 1362(d) and applicable Regulations.

5.5 **Tax Matters Member.** Anytime the Company is required to designate or select a tax matters partner or partnership representative, pursuant to Section 6223 of the Internal Revenue Code and any regulations issued by the Internal Revenue Service, the Members must designate one of the Members as the tax matters partner or partnership representative of the Company and keep such designation in effect at all times.

5.6 **Banking.** All funds of the Company must be deposited in one or more bank accounts in the name of the Company with one or more recognized financial institutions. The Members are authorized to establish such accounts and complete, sign, and deliver any banking resolutions reasonably required by the respective financial institutions in order to establish an account.

ARTICLE 6: MEMBERSHIP VOTING AND MEETINGS

6.1 **Members and Voting Rights.** The Members have the right and power to vote on all matters with respect to which the Certificate of Formation, this Agreement, or the Alabama Limited Liability Company Law of 2014 requires or permits. Unless otherwise stated in this Agreement (for example, in Section 4.1(c)) or required under the Alabama Limited Liability Company Law of 2014, the vote of the Members holding at least a majority of the Voting Interest of the Company is required to approve or carry out an action.

6.2 **Meetings of Members.** Annual, regular, or special meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company. Meetings may be called by any Member or Members, holding 10% or more of the Percentage Interests, for the purpose of addressing any matters on which the Members may vote. A written notice setting forth the date, time, and location of a meeting must be sent at least ten (10) days but no more than sixty (60) days before the date of the meeting to each Member entitled to vote at the meeting. A Member may waive notice of a meeting by sending a signed waiver to the Company's principal executive office or as otherwise provided in the Alabama Limited Liability Company Law of 2014. In any instance in which the approval of the Members is required under this Agreement, such approval may be obtained in any manner permitted by the Alabama Limited Liability Company Law of 2014, including by conference call or similar communications equipment. Any action that could be taken at a meeting may be approved by a consent in writing that describes the action to be taken and is signed by Members holding the minimum Voting Interest required to approve the action. If any action is taken without a meeting and without unanimous written consent of the Members, notice of such action must be sent to each Member that did not consent to the action.

ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

7.1 **Withdrawal.** Members may withdraw from the Company prior to the dissolution and winding up of the Company (a) by transferring or assigning all of their respective Membership Interests pursuant to Section 7.2 below, or (b) if all of the Members unanimously agree in a written consent. Subject to the provisions of Article 3, a Member that withdraws pursuant to this Section 7.1 will be entitled to a distribution from the Company in an amount equal to such Member's Capital Account.

7.2 **Restrictions on Transfer; Admission of Transferee.** A Member may transfer Membership Interests to any other Person without the consent of any other Member. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A Person that acquires Membership Interests in accordance with this Section 7.2 will be admitted as a Member of the Company only after the requirements of Section 2.3(b) are complied with in full.

ARTICLE 8: DISSOLUTION

8.1 **Dissolution.** The Company will be dissolved upon the first to occur of the following events:

(i) The unanimous agreement of all Members in a consent in writing to dissolve the Company;

(ii) Entry of a decree of judicial dissolution under Section 10-12-38 of the Alabama Limited Liability Company Act;

(iii) At any time that there are no Members, unless and provided that the Company is not otherwise required to be dissolved and wound up, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and (i) to become a Member; or (ii) to the extent that the last remaining Member assigned its interest in the Company, to cause the Member's assignee to become a Member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member;

(iv) The sale or transfer of all or substantially all of the Company's assets;

(v) A merger or consolidation of the Company with one or more entities in which the Company is not the surviving entity.

8.2 **No Automatic Dissolution Upon Certain Events.** Unless otherwise set forth in this Agreement or required by applicable law, the death, incapacity, disassociation, bankruptcy, or withdrawal of a Member will not automatically cause a dissolution of the Company.

ARTICLE 9: INDEMNIFICATION

9.1 **Indemnification.** The Company has the power to defend, indemnify, and hold harmless any Person who was or is a party, or who is threatened to be made a party, to any Proceeding (as that term is defined below) by reason of the fact that such Person was or is a Member, officer, employee, representative, or other agent of the Company, or was or is serving at the request of the Company as a director, Governor, officer, employee, representative or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise (each such Person is referred to as a "Company Agent"), against Expenses (as that term is defined below), judgments, fines, settlements, and other amounts (collectively, "Damages") to the maximum extent now or hereafter permitted under Alabama law. "Proceeding," as used in this Article 9, means any

threatened, pending, or completed action, proceeding, individual claim or matter within a proceeding, whether civil, criminal, administrative, or investigative. "Expenses," as used in this Article 9, includes, without limitation, court costs, reasonable attorney and expert fees, and any expenses incurred relating to establishing a right to indemnification, if any, under this Article 9.

9.2 **Mandatory.** The Company must defend, indemnify and hold harmless a Company Agent in connection with a Proceeding in which such Company Agent is involved if, and to the extent, Alabama law requires that a limited liability company indemnify a Company Agent in connection with a Proceeding.

9.3 **Expenses Paid by the Company Prior to Final Disposition.** Expenses of each Company Agent indemnified or held harmless under this Agreement that are actually and reasonably incurred in connection with the defense or settlement of a Proceeding may be paid by the Company in advance of the final disposition of a Proceeding if authorized by a vote of the Members that are not seeking indemnification holding a majority of the Voting Interests (excluding the Voting Interest of the Company Agent seeking indemnification). Before the Company makes any such payment of Expenses, the Company Agent seeking indemnification must deliver a written undertaking to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent is entitled or required to be indemnified and held harmless by the Company (as set forth in Sections 9.1 or 9.2 above or as otherwise required by applicable law).

ARTICLE 10: GENERAL PROVISIONS

10.1 **Notice.** (a) Any notices (including requests, demands, or other communications) to be sent by one party to another party in connection with this Agreement must be in writing and delivered personally, by reputable overnight courier, or by certified mail (or equivalent service offered by the postal service from time to time) to the following addresses or as otherwise notified in accordance with this Section: (i) if to the Company, notices must be sent to the Company's principal executive office; and (ii) if to a Member, notices must be sent to the Member's last known address for notice on record. (b) Any party to this Agreement may change its notice address by sending written notice of such change to the Company in the manner specified above. Notice will be deemed to have been duly given as follows: (i) upon delivery, if delivered personally or by reputable overnight carrier or (ii) five days after the date of posting if sent by certified mail.

10.2 **Entire Agreement; Amendment.** This Agreement along with the Certificate of Formation (together, the "Organizational Documents"), constitute the entire agreement among the Members and replace and supersede all prior written and oral understandings and agreements with respect to the subject matter of this Agreement, except as otherwise required by the Alabama Limited Liability Company Law of 2014. There are no representations, agreements, arrangements, or undertakings, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully

expressed in the Organizational Documents. This Agreement may not be modified or amended in any respect, except in a writing signed by all of the Members, except as otherwise required or permitted by the Alabama Limited Liability Company Law of 2014.

10.3 **Governing Law; Severability.** This Agreement will be construed and enforced in accordance with the laws of the state of Alabama. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement will be deemed amended accordingly.

10.4 **Further Action.** Each Member agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

10.5 **No Third Party Beneficiary.** This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other Person or entity will have or acquire any right by virtue of this Agreement. This Agreement will be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

10.6 **Incorporation by Reference.** The recitals and each appendix, exhibit, schedule, and other document attached to or referred to in this Agreement are hereby incorporated into this Agreement by reference.

10.7 **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all of the Members signed the same copy. All counterparts will be construed together and will constitute one agreement.

[Remainder Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Company Agreement and do each hereby represent and warrant that their respective signatory, whose signature appears below, has been and is, on the date of this Agreement, duly authorized to execute this Agreement.

Dated: 10/1/2023

Signature of IAN OCHIENG WANDO

EXHIBIT A
MEMBERS

The Members of the Company and their respective addresses, Capital Contributions, and Ownership Interests are set forth below. The Members agree to keep this Exhibit A current and updated in accordance with the terms of this Agreement, including, but not limited to, Sections 2.1, 2.3, 2.4, 7.1, 7.2, and 10.1.

Members	Capital Contribution	Percentage Interest
IAN OCHIENG WANDO 1301 Virginia St Mobile, Alabama 36604	_____	100%

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 10-02-2023

Employer Identification Number:
93-3683841

Form: SS-4

Number of this notice: CP 575 A

KOKWET LLC
STADIUM FOODMART
% IAN OCHIENG WANDO SOLE MBR
1301 VIRGINIA ST
MOBILE, AL 36604

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 93-3683841. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices whe another person has stolen their identity and are opening a business using their informatio If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 940	01/31/2025
Form 944	01/31/2025

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:
If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

2024

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

KOKWET LLC
1301 VIRGINIA ST
MOBILE, AL 36604-1851

BUSINESS	ACCOUNT NO.	EFFECTIVE	EXPIRATION
SLS	R011937573	11/1/2023	12/31/2024

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE. THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Deputy Commissioner

NAICS CODE: 445131

ALABAMA DEPARTMENT OF REVENUE
COMMISSIONER'S OFFICE
P.O. BOX 327001
MONTGOMERY, AL 36132-7001

L1831208160

KOKWET LLC
1301 VIRGINIA ST
MOBILE, AL 36604-1851

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 IAN OCHIENG WANDO

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 5th day of December 2023

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Jamini B. Patel	Jamini B. Patel	My Commission Expires 8/27/2025

Notary Stamp

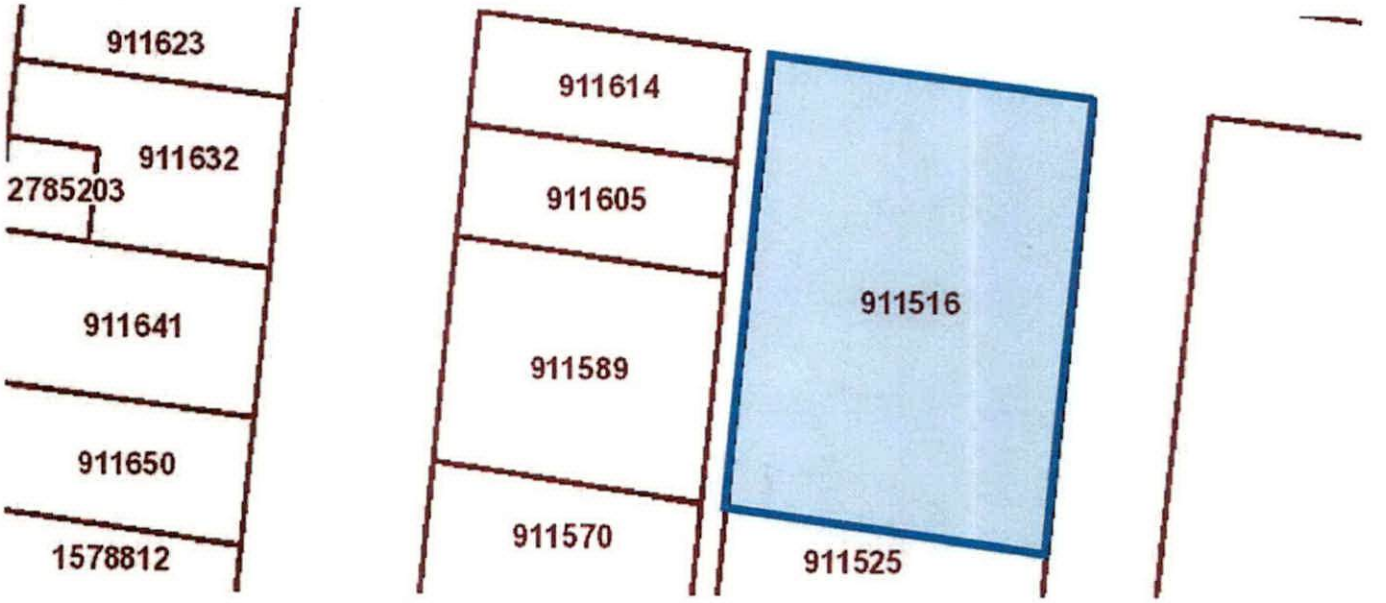
JAMINI B. PATEL NOTARY PUBLIC STATE AT LARGE ALABAMA

Owner of Property (Print Name)	Applicant Name (Print Name)
LESSAN KOSICEK	IAN WANDO
Owner of Property (Signature)	Applicant Name (Signature)
Street Address	Street Address
1301 Virginia Str	1301 Virginia st
City, State, Zip	City, State, Zip
Mobile AL, 36604	Mobile, AL 36604
Date Agreement Signed	Date Agreement Signed
12/05/2023	12/5/2023

Mobile County Property Search

Key Number: 911516 For Year 2023

Map



Property Details

Account	
Key Number:	911516
Legal Description:	LOTS 1,2,3 & 4 IN BLK 8 OF GLENDALE PARK SUB DBK 61 P 316-317 ALSO THE STRIP OF LAND LYING IMMEDIATELY E OF THE LOTS ABOVE DESC & BD ON THE N BY N/L OF SD LOT 1 EXTENDED ON E BY PRESENT ROW LINE OF ANN ST ON S BY S/L OF SD LOT 4 EXTENDED ON W BY SD LOTS 1,2,3 & 4 #SEC 27 T4S R1W #MP29 10 27 2 003
Parcel Number:	2910272003003XXX
Type:	Real
Property Class:	2
Location	
Address:	1301 VIRGINIA ST MO
Owner	
Name:	A & H MART LLC
Mailing Address:	1301 VIRGINIA ST MOBILE , AL 36604
Exemptions:	For privacy reasons not all exemptions are shown online.

Information for address:
1301 VIRGINIA ST

- **Parcel Information:**

Key / ID:
00911516 / R022910272003003.000
Owner:
A & H Mart Llc
1301 Virginia St

Mobile, Al 36604

Subdivision:

- **Jurisdiction:**
City of Mobile

- **Neighborhood Renewal District:**
Community Block Grant Area

- **Revenue District:**
3

- **Township/Range/Section:**
4s1w27

- **Tract Census 2010:**
001302

- **Zipcode:**
Mobile

- **Historic District:**
N/A

- **XY Location(NAD83 State Plane Al West 102 Ft):**
X: 1790006.746
Y: 245381.442

- **Zoning:**
Check zoning on Planning & Zoning

Services:

- **Community Action Group:**
Oakdale

- **Fire District:**
Fire Station 8 Melton

- **Garbage Pickup Day:**
Friday-East - Route A

- **Police Precinct / Beat:**
Precinct - 1 / Beat - 15

- **Trash Pickup Day/ Unit:**
Monday South - biweekly / Td-10



Political:

- **City Council District:**
3 - C.J. Small

- **County Commissioner District:** 1

- **State House District:** 103

- **State Senate District:** 33

School:

- **Elementary School District:**
Leinkauf

- **High School District:**
Williamson

- **Middle School District:**
Calloway Smith

- **School Board District:** 4

Hurricane / Flooding Information:

Please note the information given is a risk assessment, not a fact that your home will or will not flood.

- **Hurricane Evacuation Zones :**
Zone 2

- **Flood Zone:**
Check flood zone on City Map

- **Storm Surge Category:** N/A

Disclaimer: This document is not a legal document. The information and map shown on this document was compiled from various sources and subject to constant revision. This document/map should not be used to determine the relationship of various facilities to property lines, streets, buildings, etc. This is an advisory tool and is intended to be used for general public inquiry only.

COMMERCIAL LEASE

This Lease Agreement (this "Lease") is dated as of October 23, 2023, by and between LESSAN KIPTOO KOSKEY ("Landlord"), and KOKWET LLC ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant 12000 (the "Premises") located at 1301 VIRGINIA ST, MOBILE, AL 36604.

TERM. The lease term will begin on October 23, 2023 and will terminate on October 22, 2033.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly installments of $4,000.00, payable in advance on the fifth day of each month. Lease payments shall be made to the Landlord at 33610 BOARDWALK DR, SPANISH FORT, Alabama 36527. The payment address may be changed from time to time by the Landlord.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

EXCLUSIVITY. Landlord shall not directly or indirectly, through any employee, agent, or otherwise, lease any space within the property (except the Premises herein described), or permit the use or occupancy of any such space whose primary business activity is in, or may result in, competition with the Tenants primary business activity. The Landlord hereby gives the Tenant the exclusive right to conduct their primary business activity on the property.

PROPERTY INSURANCE. Landlord and Tenant shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Landlord shall pay all real estate taxes and assessments for the Premises.

PERSONAL TAXES. Landlord shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises, along with all sales and /or use taxes (if any) that may be due in connection with lease payments.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's

financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

LATE PAYMENTS. For any payment that is not paid within 1 days after its due date, Tenant shall pay a late fee of $200.00.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Tenant shall be charged $50.00 for each check that is returned to Landlord for lack of sufficient funds.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. Tenant shall not install awnings or advertisements on any part of the Premises without Landlord's prior written consent. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), not assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

LESSAN KIPTOO KOSKEY
33610 BOARDWALK DR
SPANISH FORT, Alabama 36527

TENANT:

KOKWET LLC
1301 VIRGINIA ST
MOBILE, AL 36604

Such addresses may be changed from time to time by any party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Alabama.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

LANDLORD:

By: _____ Date: 11/21/23
LESSAN KIPTOO KOSKEY

TENANT

KOKWET LLC

By: _____ Date 11/21/2023

IAN OCHIENG WANDO, OWNER

Sworn and subscribed before me this 21 day of November 2023

Robin Rochelle Davis

NOTARY PUBLIC

My Commission expires 12/09/2023

ROBIN ROCHELLE DAVIS
MY COMMISSION EXPIRES
NOTARY PUBLIC
12-09-2023
ALABAMA STATE AT LARGE

NOTICE!

Notice is herby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL WINE (OFF PREMISES ONLY)

Legal Business Name

KOKWET LLC

Trade Name (DBA)

STADIUM FOODMART

Location Address

1301 VIRGINIA STREET **MOBILE AL 36604**

Application Number

2023 - 5621

Post Date

12/12/2023

That public hearing on said application has been set before the City Council @ 1030am on Tuesday

December 19, 2023

Date

at the Government Plaza Auditorium (1st floor) located at 205 Government Street, Mobile Alabama. Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication addressed to the City of Mobile City Clerk Office

Applicant Signature

Revenue Dept Representative

R Shawn Skinner

In accordance to City of Mobile Code , the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure	Application Type	Transfer - License?	Description/Type
☐ Sole Proprietorship ☑ Limited Liability Company (LLC) ☐ Corporation	☐ New Business ☑ New Owner ☐ Location Change	☐ No ☑ Yes Relocation Date 10/1/2023	☑ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☐ Other

License Type Applied for with AL ABC Board (*MUST* match with ABC Board) - check ALL that apply

☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor
☐ 040 - Retail Beer (On/Off Premises) ☑ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises)
☑ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine
☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub

Legal Business Name	Trade Name (DBA)
KoKwet LLC	Stadium Foodmart

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
1301 Virginia Street	Mobile	AL	36604

Business Contact Person Information

Name	Title	Phone	Email
Ian Wando	Owner		

URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
7,500 sqft	15	25	YES - w/ non-conforming use and parking history	R-1	YES

Comments

Approved under previous liquor license approvals and non-conforming use and parking history

Print Name	Signature	Date
Payton Rogers	Digitally signed by Payton W. Rogers Location: Mobile, AL Contact Info: 251-208-5895 Date: 2023.12.12 09:15:46-06'00'	12/12/2023

Parking lot
30Ft
Back of the buildings
50 x 150 Ft
Building
50 Ft
Parking Lot
9 Ft
150 Ft
VIRGINIA STREET.
Parking Lot
30Ft
ANN STREET.

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	12/14/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/14/2023 - 11:49 AM

R E S O L U T I O N

Sponsored by: Councilmember Josh Woods

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Retail Beer/Table Wine (Off Premises Only) License
Submitted by:	Cottage Hill Food Mart, Inc.
Location:	Cottage Hill Food Mart 7102 Cottage Hill Road Mobile, AL 36695

Adopted:

_____

City Clerk

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
SCOTT JONES
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
12/12/2023	TRANSFER - OWNERSHIP	2023 - 5625	127275	December 19, 2023

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL WINE (OFF PREMISES ONLY)

Legal Business Name: **COTTAGE HILL FOOD MART INC**

Trade Name (DBA): **COTTAGE HILL FOOD MART**

Location Address: **7102 COTTAGE HILL ROAD**

City, State, Zip Code: **MOBILE AL 36695**

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
SCOTT JONES
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
12/12/2023	TRANSFER - OWNERSHIP	2023 - 5625	127275	December 19, 2023

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL WINE (OFF PREMISES ONLY)

Legal Business Name: **COTTAGE HILL FOOD MART INC**

Trade Name (DBA): **COTTAGE HILL FOOD MART**

Location Address: **7102 COTTAGE HILL ROAD**

City, State, Zip Code: **MOBILE AL 36695**

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

City of Mobile Alcoholic Beverage License Approval Request

TO: City of Mobile City Council
FROM: City of Mobile Revenue Department
RE: Alcoholic Beverage License Request

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
12/12/2023	TRANSFER - OWNERSHIP	2023 - 5625	127275	December 19, 2023

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits.

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL WINE (OFF PREMISES ONLY)

Legal Business Name

COTTAGE HILL FOOD MART INC

Trade Name (DBA)

COTTAGE HILL FOOD MART

Location Address

7102 COTTAGE HILL ROAD **MOBILE** **AL 36695**

Business Contact Person Information			
Name	Title	Phone	Email
MUHAMMAD M ANGEL	OWNER		

Has any outstanding license and tax issues been addressed and corrected with this business? **YES**

What is/was the start date of this business? **11.01.2023**

The alcohol license will not be issued until two (2) letters of approval and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department

R Shawn Skinner

Revenue Department Representative

City of Mobile Alcoholic Beverage License Application

Application Date	Application Type	Application Number	License Number Assigned	City Council Agenda Date
12/12/2023	TRANSFER - OWNERSHIP	2023 - 5625	127275	December 19, 2023

License Type applied for with Alabama ABC Board	2nd License Type applied for with Alabama ABC Board
050 - RETAIL BEER (OFF PREMISES ONLY)	070 - RETAIL WINE (OFF PREMISES ONLY)

Business Information

Legal Business Name	Trade Name (DBA)
COTTAGE HILL FOOD MART INC	COTTAGE HILL FOOD MART

Business Structure Type	Incorporation Date	Entity ID	State	County
CORP - CORPORATION	06.29.2023	001-086-848	AL	MONTGOMERY

Federal Tax ID (FEIN)	AL State Tax ID
93-2134183	R011915386

Physical Address of Business (Street Address, Suite #)	City	State	Zip Code
7102 COTTAGE HILL ROAD	MOBILE	AL	36695

Mailing Address for Business (PO Box, Street Name, Suite #)	City	State	Zip Code
7102 COTTAGE HILL ROAD	MOBILE	AL	36695

Primary Business Activity at this location	If Location Transfer, Previous Street Address and Zip Code
CONVENIENCE STORE	N/A

Business Contact Person Information

Name	Title	Phone	Email
MUHAMMAD M ANGEL	OWNER ☐ POA	[redacted]	

If TRANSFER of license, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
AFASH FOOD MART INC	AFASH FOOD MART

License Type	License Number	Any ABC Pending Actions
050/070 - RETAIL BEER & WINE (OFF PREMISES)	011916749	NO PENDING ACTIONS

Land/Building Information

Do you own or rent/lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED

Property Owner Name	Prop Owner Phone	Property Owner Email
MM CK AL MANAGEMENT LLC	[redacted]	

Property Owner Address	City	State	Zip Code
PO BOX 1565	LAWRENCEVILLE	GA	30046

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure	License Covers
2,600	N/A	YES	NO	SINGLE	ENTIRE STRUCTURE

Do the premises have a fully equipped and operational kitchen? NO

Is the business used to habitually and principally provide food to the public? NO

Is the business equipped with services and facilities for on premises consumption? NO

Will the business be operated primarily as a package store? NO

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers — Copy of Driver's License Must Be Provided for each Person

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
ANGEL, MUHAMMAD MONIRUZZAMAN	OWNER		
Home Street Address	**City**	**State**	**Zip Code**
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**
[redacted]/1988			

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC License(s) with any entity in your name?

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
NO			

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
N/A			
Home Street Address	**City**	**State**	**Zip Code**
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, Violation	Arresting Agency	Arrest Date	Disposition

Do you have any existing State of Alabama ABC License(s) with any entity in your name?

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)

Power of Attorney (POA) Information — Copy of Driver's License Must Be Provided

Full Name (Last, First, Middle)	Title	Date of Birth	Drivers License (State, Number)	
[redacted]				
Home Street Address	**City**	**State**	**Zip Code**	**Phone Number**
6427 AIRPORT BLVD APT P-128	MOBILE	AL	36608	

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? **NO**

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? **NO**

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? **YES**

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

AB 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.

AB The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the licensed premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling or not, at any time.

AB 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.

AB The undersigned understands that the City reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed without prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

AB Applicant for the Alcoholic Beverage license, requested by the foregoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated herein, the applicant is the only person interested in the business for which license is requested.

AB In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Owner/Applicant Printed Name	Date
Amiya Biswas POA	12/12/23.
Owner/Applicant Signature	**Title**

Sworn to and subscribed before me this 12th day of DECEMBER 20 23

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
R SHAWN SKINNER	R Shawn Skinner	November 19, 2025

Notary Stamp

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

Signature Page

CITY OF MOBILE

REVENUE DEPARTMENT

December 12, 2023

COTTAGE HILL FOOD MART INC

7102 COTTAGE HILL ROAD

MOBILE, AL 36695 USA

ACCOUNT NUMBER: 127275 TERRITORY 6

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
1690540	12/2023	ALCOHOL APPLICATION FEE APPLICATION FEE	$50.00	$0.0	$0.00	$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

$50.00*

***Additional penalties may apply when payment is rendered**

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

12/12/2023 10:01AM NICKOL H.
037448-0001

BUSINESS LICENSE
COTTAGE HILL FOOD MART INC
127275
2023 Item: 1690540
ALCOHOL APPLICATION FEE $50.00

$50.00

Subtotal	**$50.00**
Total	**$50.00**
CASH	$50.00
Change due	**$0.00**

Paid by: COTTAGE HILL FOOD MART INC



Thank you for your payment

CUSTOMER COPY

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20231109155658569

NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
AFASH FOOD MART INC
Address: 7102 COTTAGE HILL ROAD
MOBILE, AL 36695
Telephone: 334-609-1964

NEW APPLICANT:
COTTAGE HILL FOOD MART INC
Address: 7102 COTTAGE HILL RD
MOBILE, AL 36695
Telephone: 334-265-9722

Current License No: 050-011916749
070-011916749

LICENSED PREMISES ADDRESS: 7102 COTTAGE HILL RD MOBILE, AL 36695

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 10 day of November, 2023.

CURRENT LICENSEE (NAMED ON LICENSE)

Print Name: Yousef Athaidmi
Title: Owner

NEW LICENSEE (APPLICANT)

Print Name: Muhammad M Angel
Title: Owner - President

WITNESS: (By ABC Enforcement) Sandy Dunham

Revised 9/08

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20231109155658569

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) **State:** **County:**

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) **State:** **County:**

Trade Name: COTTAGE HILL FOOD MART **Filing Fee:**

Applicant: COTTAGE HILL FOOD MART INC **Transfer Fee:** $100.00

Location Address: 7102 COTTAGE HILL RD MOBILE, AL 36695

Mailing Address: 7102 COTTAGE HILL RD MOBILE, AL 36695

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:** 0

Product Type: 03 **Type Ownership:** CORPORATION

Book, Page, or Document info: 001-086-848

Do you sell Draft Beer?:

Date Incorporated: 06/29/2023 **State incorporated:** AL **County Incorporated:** MONTGOMERY

Date of Authority: 06/26/2023

Federal Tax ID: 93-2134183 **Alabama State Sales Tax ID:** R011915386

Name:	Title:	Date and Place of Birth:	Residence Address:
MUHAMMAD MOHIBUZZAMAN ANGEL	PRESIDENT		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: MUHAMMAD ANGEL
Business Phone: 334-265-9722
Fax:

Home Phone: 334-587-9936
Cell Phone: 334-587-9936
E-mail: JOYCEAMS@HOTMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name: AFASH FOOD MART
Applicant: AFASH FOOD MART INC

Previous License Number(s)
License 1: 050-011916749
License 2: 070-011916749

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20231109155658569

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: MM CK AL MANAGEMENT LLC 334-265-9722
What is lessors primary business? RENTAL AND LEASING
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 2600 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)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20231109155658569

Initial each — **Signature page**

MA In reference to law violations, I attest to the truthfulness of the responses given within the application.

MA In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

MA 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.

MA In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

MA 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.

MA 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.

MA 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): Muhammad M Angel

Signature of Applicant: [signature]

Notary Name (print): James Culverhouse

Notary Signature: James Culverhouse Commission expires: 11/18/2023

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:**

1-787 (Rev. 01-23-2015)

U.S. Department of Justice
Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

DATE: 10-17-2023

MUHAMMAD M ANGEL
415 CIMARON PARK PE GA 30269

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation has completed the following fingerprint submission:

Subject Name

MUHAMMAD M ANGEL

Search Completed Result 10-17-2023 E2023290000000211428

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: XXX-XX-4978

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 Web site at www.fbi.gov for further instructions.

Chris Ormerod
Section Chief
Biometric Services Section
Criminal Justice Information
Services Division

Power of Attorney

Date: 12/12/2023

I, Muhammad M Angel , appoint Amiya Biswas as my agent to act for me in any lawful way for the following actions:
To get the business license and ABC license.

Muhammad M. Angel

12/12/23

Amiya Biswas

12/12/23

State of GA County of Fayette

Subscribed and sworn to (or affirmed) before me on this 12th day of December, 2023 by Muhammad M. Angel proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Signature Kina Williams

KINA WILLIAMS NOTARY PUBLIC STATE OF GEORGIA MY COMM. EXP. 2/1 HENRY COUNTY, GEORGIA

Notary: I witnessed Amiya Biswas Signature 12/12/23

KAREN MORRIS
Notary Public
Alabama State at Large
My Commission Expires Feb 9, 2025

Scanned with CamScanner

STATE OF ALABAMA

DOMESTIC BUSINESS CORPORATION
CERTIFICATE OF INCORPORATION

PURPOSE: In order to form a Business Corporation under Sections 10A-1-3.05 and 10A-2A-2.02 of the *Code of Alabama 1975*, this Certificate of Incorporation and the appropriate filing fee 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 corporation** (must contain the word "Corporation" or "Incorporated," or the abbreviation of one of those words, and comply with *Code of Alabama* Section 10A-1-5.04):
   COTTAGE HILL FOOD MART INC.
2. **A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.**
3. Street (**No PO Boxes**) address of principal office of the corporation:
   7102 COTTAGE HILL RD MOBILE, AL 36695
   Mailing address of principal office (if different from street address):
4. The name of the registered agent (only one agent): MUHAMMAD ANGEL
   Street (**No PO Boxes**) address of registered office (must be located in Alabama):
   7102 COTTAGE HILL RD MOBILE, AL 36695
   *COUNTY of above address: MOBILE
   Mailing address in Alabama of registered office (if different from street address):

(For SOS Office Use Only)

Alabama
Sec. Of State

001-086-848 D/C

Date	06/29/2023
Time	10:19:00
File	$100.00
County	$100.00
Total	$200.00

DOMESTIC BUSINESS CORPORATION CERTIFICATE OF INCORPORATION

5. Purpose for which corporation is formed: _____

CONVENIENCE STORE
the purpose includes the transaction of any lawful business for which corporations may be incorporated in Alabama under Title 10A, Chapter 2A of the Code of Alabama.

6. Amount of stock the corporation is authorized to issue: 1500 Par Value 0.01 (optional)

7. Period of duration shall be perpetual unless stated otherwise by an attached exhibit.

8. The name(s) of the Incorporator(s): See attached

Street (**No PO Boxes**) address of Incorporator(s): _____

_____

Mailing address of Incorporator(s) – (if different from street address): _____

_____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

_____

Mailing address of Incorporator(s) – (if different from street address): _____

_____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

_____

Mailing address of Incorporator(s) – (if different from street address): _____

_____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

_____

Mailing address of Incorporator(s) – (if different from street address): _____

_____

The name(s) of the Incorporator(s): _____

Street (No PO Boxes) address of Incorporator(s): _____

_____

Mailing address of Incorporator(s) – (if different from street address): _____

_____

The name(s) of the Incorporator(s): _____

Street (No PO Boxes) address of Incorporator(s): _____

_____

Mailing address of Incorporator(s) – (if different from street address): _____

_____

The name(s) of the Incorporator(s): _____

Street (No PO Boxes) address of Incorporator(s): _____

_____

Mailing address of Incorporator(s) – (if different from street address): _____

_____

9. A director has no liability to the corporation or its stockholders for money damages for any action taken, or any failure to take any action, as a director, except liability for (A) the amount of financial benefit received by a director to which he or she is not entitled; (B) an intentional infliction of harm on the corporation or the stockholders; (C) a violation of Section 10A-2A-8.32; (D) an intentional violation of criminal law; or (E) a breach of the director's duty of loyalty to the corporation or its stockholders.

☑ Attached are any other provisions that are not inconsistent with law relating to organization, ownership, governance, business, or affairs of the corporation.

*County of Registered Agent is requested in order to determine distribution of County filing fees.

6 / 29 / 2023
Date (MM/DD/YYYY)

LOVETTE DOBSON
Signature as required by 10A-2A-1.20

ORGANIZER
Title

COTTAGE HILL FOOD MART INC.

Name and address of each initial member:

MUHAMMAD ANGEL
7102 COTTAGE HILL RD
MOBILE AL 36695

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:

COTTAGE HILL FOOD MART INC.

This name reservation is for the exclusive use of MUHAMMAD ANGEL, 7102 COTTAGE HILL RD, MOBILE, AL 36695 for a period of one year beginning June 29, 2023 and expiring June 29, 2024

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

June 29, 2023

Date

RES100356

Wes Allen **Secretary of State**

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 06-29-2023

Employer Identification Number:
93-2134183

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

COTTAGE HILL FOOD MART INC
7102 COTTAGE HILL RD
MOBILE, AL 36695

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 93-2134183. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1120

04/15/2024

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:
If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

2023

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

COTTAGE HILL FOOD MART INC
7102 COTTAGE HILL RD
MOBILE, AL 36695-3702

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011915386	10/1/2023	12/31/2023

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE. THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

NAICS CODE: 445110

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Deputy Commissioner

ALABAMA DEPARTMENT OF REVENUE
COMMISSIONER'S OFFICE
P.O. BOX 327001
MONTGOMERY, AL 36132-7001

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

Convenience Store

Ownership Type	Company Name
The above described property is ☐ Owned ☒ Leased to/by	Cottage Hill Food Mart Inc 7102 Cottage Hill Rd Mobile, AL 36695

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 17 day of November 2023

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
James Culverhouse	James Culverhouse	11/18/2023

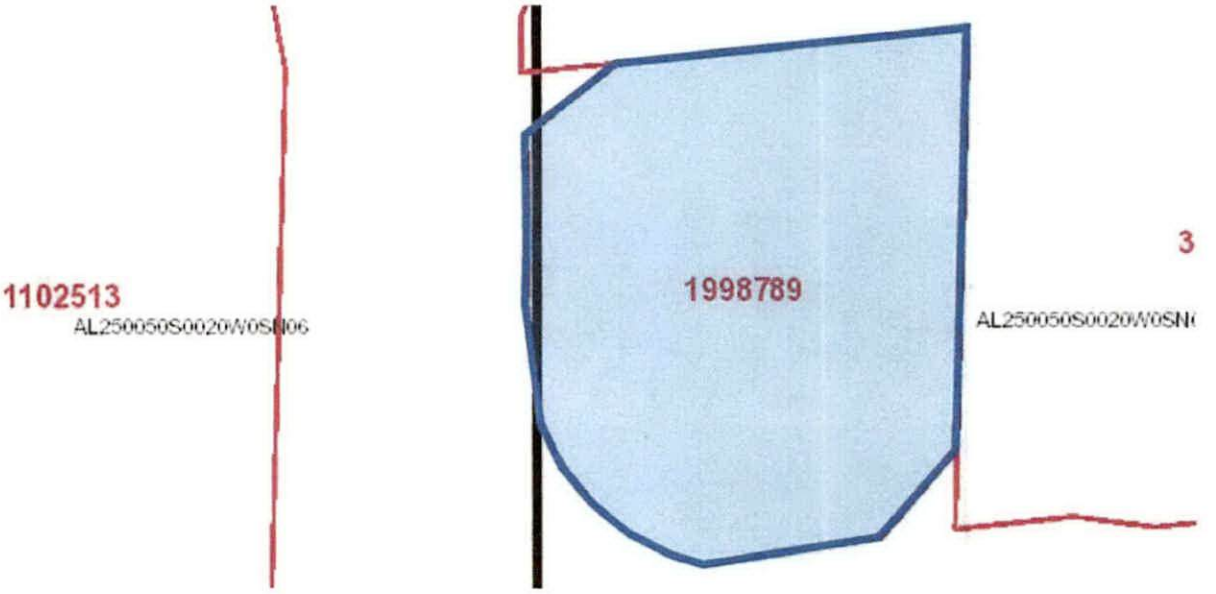
Notary Stamp

Owner of Property (Print Name)	Applicant Name (Print Name)
Muhammed Angel	Muhammed Angel
Owner of Property (Signature)	Applicant Name (Signature)
7102 Cottage Hill Rd	Same
Street Address	Street Address
Mobile Ala 36695	Same
City, State, Zip	City, State, Zip
11/17/2023	11/17/2023
Date Agreement Signed	Date Agreement Signed
Muhammed Angel	Muhammed Angel

Mobile County Property Search

Key Number: 1998789 For Year 2023

Map



Property Details

Account	
Key Number:	1998789
Legal Description:	LOT 1 REVISED MAE SUBDIV MBK 75 PG 36 LESS & EXC PT INTO ROW COTTAGE HILL RD #SEC 05 T5S R2W #MP33 03 05 2 000
Parcel Number:	3303052000039001
Type:	Real
Property Class:	2
Location	
Address:	7102 COTTAGE HILL RD MOBILE, AL 36695-3702
Owner	
Name:	MM CK AL PROPERTIES LLC
Mailing Address:	PO BOX 1565 LAWRENCEVILLE , GA 30046-1565
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

3. 7102 Cottage Hill Rd, Mobile, AL 36695

THE LAND IS DESCRIBED AS FOLLOWS:
GF#8000362109223

LOT 1, REVISED MAE SUBDIVISION, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 75, PAGE 36 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA.

LESS AND EXCEPT THAT PORTION CONVEYED TO MOBILE COUNTY BY RIGHT OF WAY DEED FOR PUBLIC ROAD RECORDED IN REAL PROPERTY BOOK 5464, PAGE 1891 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT CERTAIN LAND FOR ROADWAY AND DRAINAGE IMPROVEMENTS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, REVISED MAE SUBDIVISION AS RECORDED IN MAP BOOK 75, PAGE 36 IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 82°08'56" WEST (ALONG THE NORTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD) FOR A DISTANCE OF 38.46 FEET TO A POINT (BEING THE POINT OF CURVE TO THE RIGHT); THENCE RUN NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 100.00 FEET ARC LENGTH OF 31.78 FEET, TANGENT OF 16.03 FEET, AND DELTA OF 16°12'49" (AND ALONG THE SAID NORTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD) TO A POINT; THENCE RUN NORTH 82°08'25" EAST FOR A DISTANCE OF 110.52 FEET TO A POINT; THENCE RUN SOUTH 01°05'34" WEST FOR A DISTANCE OF 5.06 FEET TO A POINT (BEING ON THE NORTH RIGHT OF WAY OF COTTAGE HILL ROAD); THENCE RUN SOUTH 82°08'56" WEST FOR A DISTANCE OF 39.85 FEET TO THE POINT OF BEGINNING. SAID DESCRIPTION ENCLOSES 497 SQUARE FEET.

ALSO DESCRIBED AS:

BEGIN AT A CAPPED REBAR SET AT THE NORTHEAST CORNER OF LOT 1, REVISED MAE SUBDIVISION, ACCORDING TO PLAT THEREOF RECORDED MAP BOOK 75, PAGE 36 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 00°58'03" WEST AND ALONG THE EAST LINE OF SAID LOT 1 FOR A DISTANCE OF 184.57 FEET TO A CAPPED REBAR SET ON THE MARGIN OF A DEDICATED SERVICE ROAD; THENCE RUN SOUTH 41°56'12" WEST AND ALONG SAID SERVICE ROAD MARGIN FOR A DISTANCE OF 53.21 FEET TO A CHISELED MARK PLACED IN CONCRETE, SAID POINT LYING ON THE NORTH RIGHTOFWAY OF COTTAGE HILL ROAD; THENCE RUN SOUTH 81°43'37" WEST AND ALONG SAID NORTH RIGHTOFWAY FOR A DISTANCE OF 75.62 FEET TO A CAPPED REBAR SET ON A RIGHTOFWAY TRANSITION; THENCE RUN NORTHWESTERLY AND ALONG SAID RIGHTOFWAY TRANSITION, BEING A CURVE TO THE RIGHT, HAVING A DELTA ANGLE OF 80°53'51", A RADIUS OF 100.00 FEET, A CHORD BEARING OF NORTH 39°37'46" WEST FOR A CHORD DISTANCE OF 129.75 FEET TO AN IRON FOUND ON THE WEST RIGHTOFWAY OF CODY ROAD; THENCE RUN NORTH 00°50'39" EAST AND ALONG SAID WEST RIGHTOFWAY FOR A DISTANCE OF 90.25 FEET TO A CHISELED MARK PLACED IN CONCRETE ON THE MARGIN OF A DEDICATED SERVICE ROAD; THENCE RUN NORTH 51°56'37" EAST AND ALONG SAID MARGIN FOR A DISTANCE OF 51.05 FEET TO AN IRON FOUND ON THE NORTH LINE OF SAID LOT 1, REVISED MAE SUBDIVISION; THENCE RUN NORTH 84°47'53" EAST AND ALONG SAID NORTH LINE FOR A DISTANCE OF 154.94 FEET TO THE POINT OF BEGINNING AS SHOWN ON PLAT ENTITLED "ALTA/ACSM LAND TITLE SURVEY, PANTRY STORE #1555/HERNDON OIL #174, LOT 1, REVISED MAE SUBDIVISION," PREPARED BY HERNDON, HICKS & ASSOCIATES, INC., AND DATED JUNE 2, 2009.

THE ABOVE DESCRIBED PARCEL OF LAND IS THE SAME LAND AS DESCRIBED IN CHICAGO TITLE INSURANCE COMPANY COMMITMENT NUMBER 6056R-21 BEARING AN EFFECTIVE DATE OF MARCH 4, 2021.

CHICAGO TITLE
INSURANCE COMPANY

P.O. Box 45023
Jacksonville, FL 32232-5023

EXHIBIT A

The Land is described as follows:
GF#8000362100222

LOT 1, REVISED MAE SUBDIVISION, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 75, PAGE 36 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA.

LESS AND EXCEPT that portion conveyed to Mobile County by Right of Way Deed for Public Road recorded in Real Property Book 5464, page 1891 and more particularly described as follows:

That certain land for roadway and drainage improvements described as follows:.

Beginning at the Southeast corner of Lot 1, Revised Mae Subdivision as recorded in Map Book 75, page 36 in the Office of the Judge of Probate of Mobile County, Alabama. Thence run South 82°08'58" West (along the North right of way line of Cottage Hill Road) for a distance of 38.46 feet to a point (being the point of curve to the right); thence run Northwesterly along said curve to the right having a radius of 100.00 feet arc length of 31.79 feet, tangent of 16.03 feet, and delta of 18°12'49" (and along the said North right of way line of Cottage Hill Road) to a point; thence run North 82°09'26" East for a distance of 110.52 feet to a point; thence run South 01°05'34" West for a distance of 5.06 feet to a point (being on the North right of way of Cottage Hill Road); thence run South 82°08'58" West for a distance of 39.95 feet to the Point of Beginning, said description encloses 497 square feet.

ALSO DESCRIBED AS:

BEGIN at a capped rebar set at the Northeast corner of Lot 1, Revised Mae Subdivision, according to plat thereof recorded Map Book 75, page 36 of the records in the Office of the Judge of Probate, Mobile County, Alabama; thence run South 00°58'03" West and along the East line of said Lot 1 for a distance of 184.87 feet to a capped rebar set on the margin of a dedicated service road; thence run South 41°18'12" West and along said service road margin for a distance of 53.21 feet to a chiseled mark placed in concrete, said point lying on the North right-of-way of Cottage Hill Road; thence run South 81°43'37" West and along said North right-of-way for a distance of 75.62 feet to a capped rebar set on a right-of-way transition; thence run Northwesterly and along said right-of-way transition, being a curve to the right, having a delta angle of 80°53'51", a radius of 100.00 feet, a chord bearing of North 39°37'46" West for a chord distance of 129.75 feet to an iron found on the West right-of-way of Cody Road; thence run North 00°50'39" East and along said West right-of-way for a distance of 90.25 feet to a chiseled mark placed in concrete on the margin of a dedicated service road; thence run North 51°56'37" East and along said margin for a distance of 51.05 feet to an iron found on the North line of said Lot 1, Revised Mae Subdivision; thence run North 84°47'53" East and along said North line for a distance of 154.94 feet to the POINT OF BEGINNING as shown on plat entitled "ALTNACSM Land Title Survey, Pantry Store #1585/Herndon Oil #174, Lot 1, Revised Mae Subdivision," prepared by Herndon, Hicks & Associates, Inc., and dated June 2, 2009.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

Information for address:
7102 COTTAGE HILL RD

- **Parcel Information:**

Key / ID:
01998789 / R023303052000039.001
Owner:
Mm Ck Al Properties Llc
Po Box 1565

Lawrenceville, Ga 30046

Subdivision:

- **Jurisdiction:**
City of Mobile

- **Neighborhood Renewal District:**

- **Revenue District:**
6

- **Township/Range/Section:**
5s2w05

- **Tract Census 2010:**
003705

- **Zipcode:**
Mobile

- **Historic District:**
N/A

- **XY Location(NAD83 State Plane Al West 102 Ft):**
X: 1746031.298
Y: 233689.245

- **Zoning:**
Check zoning on Planning & Zoning

Services:

- **Fire District:**
Fire Station 6 Edwards

- **Garbage Pickup Day:**
Tuesday-West - Route Sw4

- **Police Precinct / Beat:**
Precinct - 4 / Beat - 44a

- **Trash Pickup Day/ Unit:**
Friday South - biweekly / Td-8

- **Community Action Group:**
N/A



Political:

- **City Council District:**
6 - Josh Woods

- **County Commissioner District:** 2

- **State House District:** 100

- **State Senate District:** 35

School:

- **Elementary School District:**
Orourke

- **High School District:**
Davidson

- **Middle School District:**
Burns

- **School Board District:** 2

Hurricane / Flooding Information:

Please note the information given is a risk assessment, not a fact that your home will or will not flood.

- **Hurricane Evacuation Zones :**
Zone 3

- **Flood Zone:**
Check flood zone on City Map

- **Storm Surge Category:** N/A

Disclaimer: This document is not a legal document. The information and map shown on this document was compiled from various sources and subject to constant revision. This document/map should not be used to determine the relationship of various facilities to property lines, streets, buildings, etc. This is an advisory tool and is intended to be used for general public inquiry only.

DocuSign Envelope ID: 11A06454-4F9A-409B-BB97-70BCB18AC5B4

FIRST AMENDMENT TO COMMERCIAL REAL ESTATE LEASE FOR COMMISSION STORE

THIS FIRST AMENDMENT TO COMMERCIAL LEASE FOR COMMISSION STORE ("First Amendment") is effective as of the 10/2/2023, by and between **MM CK AL MANAGEMENT, LLC,** ("Landlord") and **COTTAGE HILL FOOD MART, INC.** (collectively, "Tenant").

MM SM

WHEREAS, Landlord and Tenant entered into that certain Commercial Real Estate Lease For Commission Store, dated August 30, 2023 (the "Lease") for certain properties located at **7102 Cottage Hill Road, Mobile, AL 36693,** as set forth in the Lease (the "Premises");

WHEREAS, the parties desire to amend the Lease in accordance with the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the mutual benefits to inure to each of the parties hereto, the receipt, sufficiency and adequacy of which being acknowledged by each of the parties, it is agreed as follows:

1. The first sentence of Section 2 of the Lease is hereby deleted in its entirety and replaced with the following:

> "The term of this Lease shall run for one (1) year (including any renewals of the Lease as provided herein, if any, the "Term") and commence on or about **October 1, 2023** ("Commencement Date")."

2. Except as amended and modified by this First Amendment, all of the terms, covenants, conditions, and agreements of the Lease are hereby ratified and will remain in full force and effect. In the event of any conflict between the provisions of the Lease and the provisions of this First Amendment, this First Amendment will control. The Lease as modified by this First Amendment contains all of the covenants and agreements between the parties with respect to the Premises. Each party acknowledges and agrees that no representations, inducements, promises, or statements, written, oral, or implied, have been made by any party of anyone acting on behalf of any party which are not embodied in the Lease, and each party agrees that no agreement, covenant, representation, inducement, promise or statement not set forth in writing in the Lease, as modified by this First Amendment, is valid or binding.

3. This First Amendment may be executed in any number of counterparts, each of which will be considered an original. This First Amendment may be executed by signature transmitted by electronic means which will, for all purposes, serve as an original executed counterpart of this First Amendment.

4. All defined terms in this First Amendment have the same meaning as in the Lease, except as otherwise noted.

IN WITNESS WHEREOF, each of the parties set their hands and affixed their seals the date first above written.

LANDLORD:
MM CK AL MANAGEMENT, LLC

By: DocuSigned by: Scott A. Moon (seal)
Name: Scott A. Moon
Title: Manager

TENANT:
COTTAGE HILL FOOD MART, INC.

By: DocuSigned by: (seal)
Name: Muhammad M. Angel
Title: Member

DocuSigned by: (seal)
Name: Muhammad M. Angel

DocuSign Envelope ID: 1D8DB680-35E2-444E-BB14-2072B51EFAC9

COMMERCIAL REAL ESTATE LEASE FOR COMMISSION STORE

THIS COMMERCIAL REAL ESTATE LEASE FOR COMMISSION STORE (this "Lease") made as of 8/30/2023, by and between, **MM CK AL MANAGEMENT, LLC**, a Georgia limited liability company with an address of P.O. Box 1565, Lawrenceville, GA 30046 ("Landlord") and **COTTAGE HILL FOOD MART INC.**, an Alabama corporation, and **MUHAMMAD M. ANGEL**, an individual resident of the Alabama with an address of 3520 Atlanta Hwy, Montgomery, AL 36109, jointly and severally (collectively, "Tenant").

WITNESSETH:

THAT, in consideration of the mutual covenants contained herein, the parties have agreed as follows:

1. **Premises.** Landlord, for and in consideration of the rents, covenants, agreements and stipulations herein contained, to be paid, kept, and performed by Tenant, and said Tenant, has leased and rented, and by these presents does lease and rent unto said Tenant, and said Tenant hereby agrees to lease and take upon the term and conditions which hereinafter appear, the real and personal property located at **7102 Cottage Hill Road, Mobile, AL 36693,** as more particularly described on Exhibit "A" attached hereto and made a part hereof.

Notwithstanding anything to the contrary contained in this Agreement, Landlord owns and retains possession of the motor fuel dispensing equipment, lines, canopy area, monitoring devices, elevated concrete islands, and all other equipment necessary for the operation of a self-service petroleum products retail sales and dispensing facility (hereinafter referred to as the "Motor Fuels Property"). Landlord hereby grants to Tenant a non-exclusive easement to use the Motor Fuels Property to perform its duties and obligations herein; provided, however, Tenant may not obstruct or restrict access to the Motor Fuels Property.

2. **Term of Lease.** The term of this Lease shall run for one (1) year (including any renewals of the Lease as provided herein, if any, the "Term") and commence on or about September 1, 2023 (the "Commencement Date"). This Lease shall renew automatically on a year-to-year basis unless either party sends notice of its intent to not renew this Lease at least sixty (60) days before the end of the then current term. Notwithstanding anything to the contrary contained herein, the Premises is currently leased by another tenant, and this Lease is contingent upon the termination of such existing lease, and if such lease is not terminated by the Commencement Date, Landlord may notify Tenant of such failure to terminate, and upon delivery of such notice, this Lease shall terminate as of the earlier of the date of such notice or the Commencement Date, and any funds paid by Tenant to Landlord under this Lease shall be returned to Tenant. Notwithstanding the foregoing, if Tenant fails to take possession of the Premises within fifteen (15) days after the Commencement Date, in the sole discretion of Landlord, this Lease will terminate on the date selected by Landlord and indicated in a written notice, Landlord shall retain all amounts paid by Tenant, including prepaid rent and the Security Deposit, and neither party will have any further rights or obligations hereunder.

A "Lease Year" is the twelve (12) full calendar months commencing on the first day of the month immediately following the month in which the Commencement Date occurs, unless the Commencement Date is the first day of a month, in which event the first Lease Year shall commence on such Commencement Date. Each subsequent Lease Year shall commence on the anniversary of such first Lease Year. If the Commencement Date is other than the first day of a month, the period immediately following the Commencement Date through the end of the month in which the Commencement Date occurs shall be deemed to be, and referred to as, the "First Partial Month" and is deemed part of the first Lease Year.

WITNESS our hands and seals as of the date first written above.

LANDLORD:
MM CK AL MANAGEMENT, LLC

DocuSigned by:
By: Scott A. Moon
Name: Scott A. Moon
Title: Manager

TENANT:
COTTAGE HILL FOOD MART INC.

DocuSigned by:
By: _____
Name: Muhammad M. Angel
Title: Member
Email: mangel688@gmail.com

DocuSigned by:
_____
Name: Muhammad M. Angel
Email: mangel688@gmail.com

NOTICE!

Notice is herby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL WINE (OFF PREMISES ONLY)

Legal Business Name

COTTAGE HILL FOOD MART INC

Trade Name (DBA)

COTTAGE HILL FOOD MART

Location Address

7102 COTTAGE HILL ROAD **MOBILE AL 36695**

Application Number

2023 - 5625

Post Date

12/12/2023

That public hearing on said application has been set before the City Council @ 1030am on Tuesday

December 19, 2023

Date

at the Government Plaza Auditorium (1st floor) located at 205 Government Street, Mobile Alabama. Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication addressed to the City of Mobile City Clerk Office

Applicant Signature

(POA)

Revenue Dept Representative

R Shawn Skinner

In accordance to City of Mobile Code , the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure	Application Type	Transfer - License?	Description/Type
☐ Sole Proprietorship ☐ Limited Liability Company (LLC) ☒ Corporation	☐ New Business ☑ New Owner ☐ Location Change	☐ No ☒ Yes Relocation Date	☒ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☐ Other

License Type Applied for with AL ABC Board (*MUST* match with ABC Board) - check ALL that apply

☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor
☒ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises)
☑ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine
☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub

Legal Business Name	Trade Name (DBA)
Cottage Hill Food Mart Inc	Cottage Hill Food Mart

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
7102 Cottage Hill Rd	Mobile	AL	36695

Business Contact Person Information

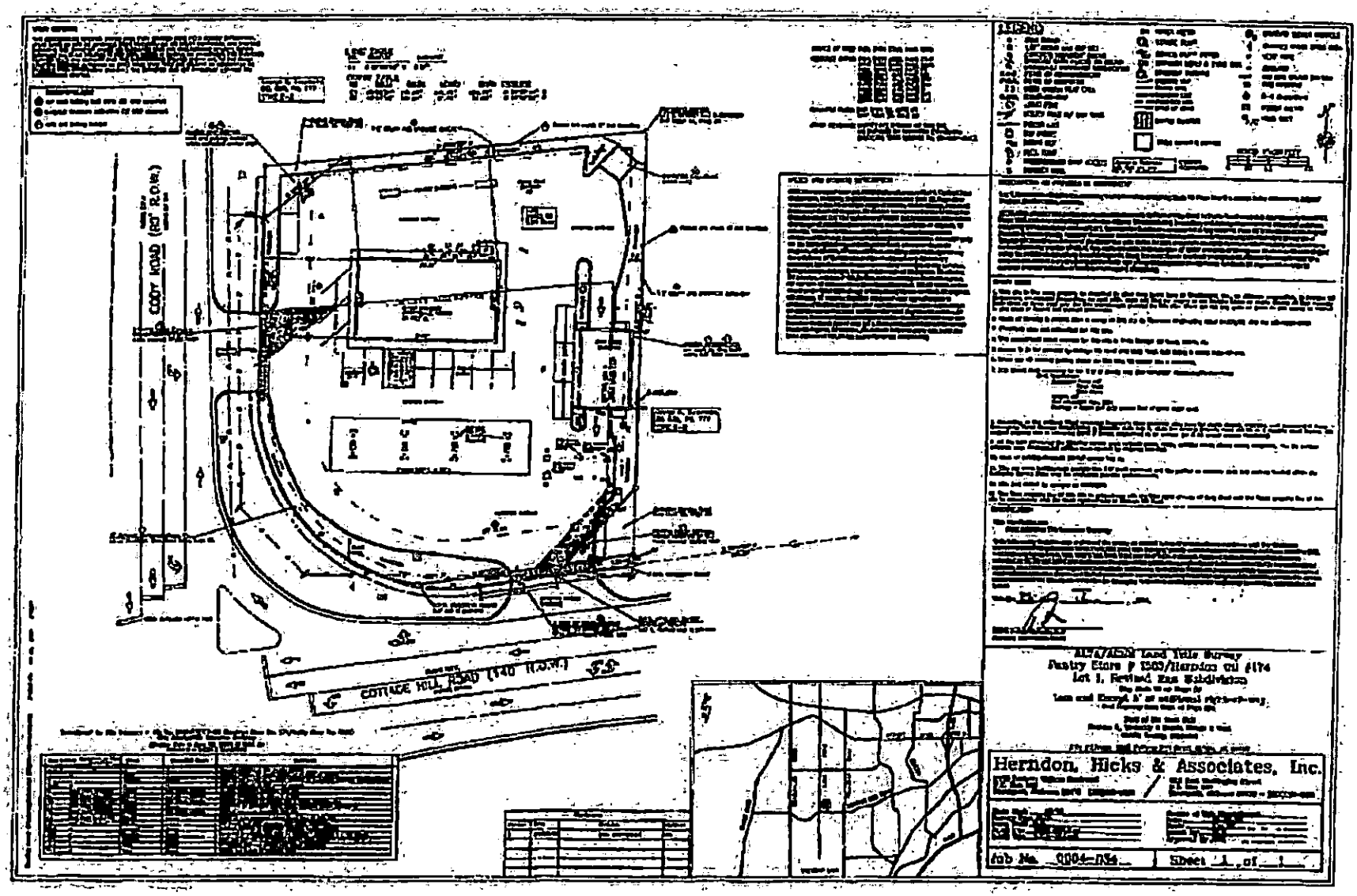
Name	Title	Phone	Email
Muhammad Angel	Owner, President	334-957-9936	joycecams@hotmail.com

URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
2,600	12	9	Yes	B-2	Yes

Comments

Print Name	Signature	Date
Payton Rogers	Digitally signed by Payton W. Rogers Location: Mobile, AL Contact Info: 251-208-5895 Date: 2023.12.12 09:36:59-06'00'	12/12/2023


COTTAGE HILL ROAD (80' R.O.W.)
Herndon, Hicks & Associates, Inc.

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	12/14/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/14/2023 - 11:51 AM

R E S O L U T I O N

Sponsored by: Councilmember Josh Woods

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Restaurant Retail Liquor License
Submitted by:	De Maiz West Mobile, Inc.
Location:	De Maiz Taco Cantina 9124 Cottage Hill Road Suites 600 & 700 Mobile, AL 36695

Adopted:

_____

City Clerk

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
SCOTT JONES
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
12/12/2023	NEW APPLICATION	2023 - 5616	127228	December 19, 2023

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name **DE MAIZ WEST MOBILE INC**

Trade Name (DBA) **DE MAIZ TACO CANTINA**

Location Address **9124 COTTAGE HILL ROAD STE 600 & 700**

City, State, Zip Code **MOBILE AL 36695**

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
SCOTT JONES
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
12/12/2023	NEW APPLICATION	2023 - 5616	127228	December 19, 2023

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name **DE MAIZ WEST MOBILE INC**

Trade Name (DBA) **DE MAIZ TACO CANTINA**

Location Address **9124 COTTAGE HILL ROAD STE 600 & 700**

City, State, Zip Code **MOBILE AL 36695**

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Pafenbach-Gauthier**

From: **Logan Anderson**
Principal Planner L. Logan Anderson

Date: **December 13, 2023**

Re: **Application # 5616 / 9124 Cottage Hill Rd. Stes. 600 & 700**

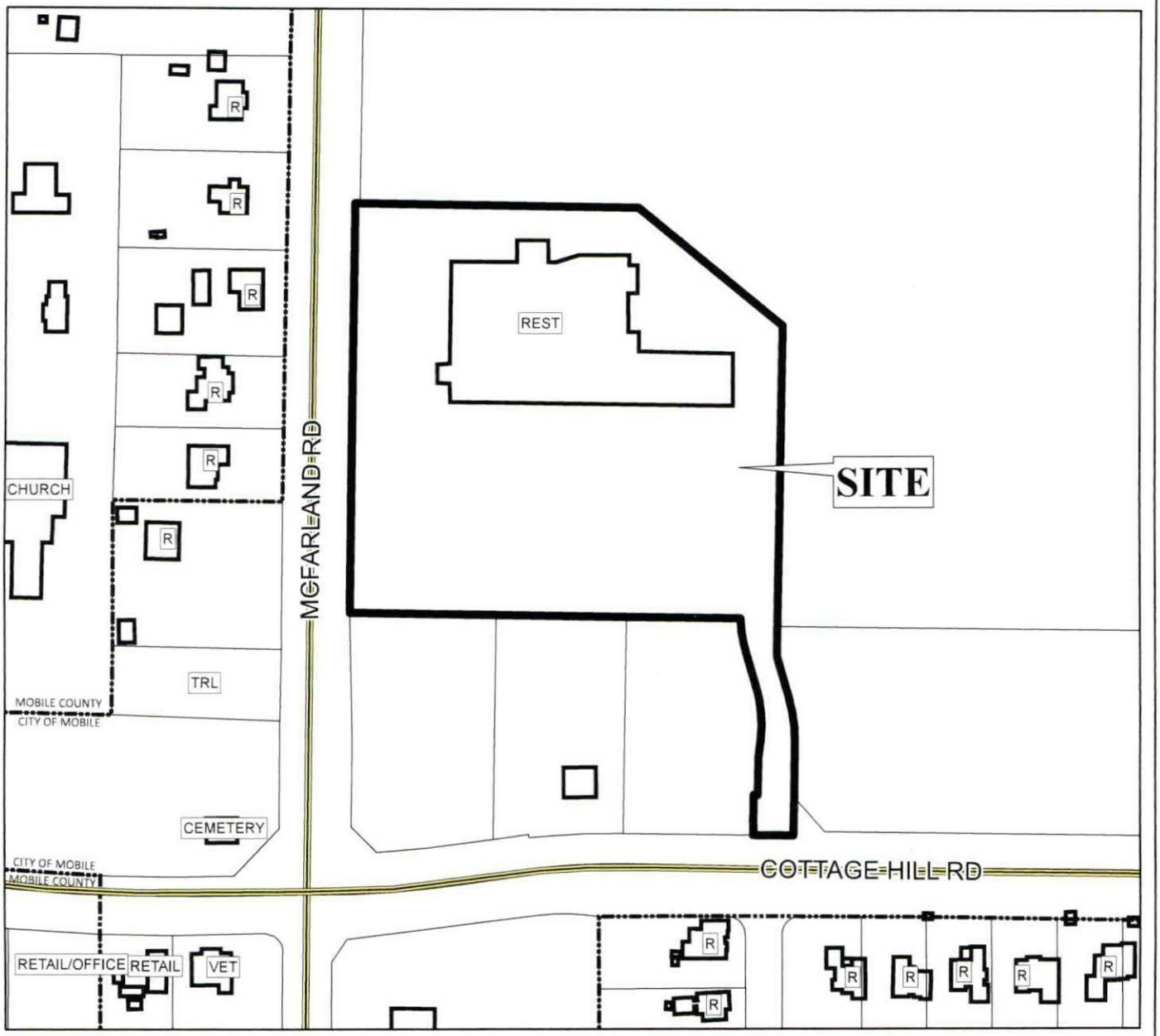
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned R-1, and has a non-conforming status. This is to advise that a restaurant with retail liquor sales is a permitted use under the non-conforming status.

Based on the plan submitted, the site meets the parking requirements of the Unified Development Code.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District # 6, Josh Woods (Council Member).

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5616 DATE 12/19/2023

APPLICANT DE MAIZ WEST MOBILE INC

LOCATION 9124 COTTAGE HILL RD STE 600 & 700

REQUEST ALCOHOLIC BEVERAGE LICENSE

N W E S

NTS

LANDUSE SURVEY CONDUCTED 2010

R-A R-3 B-1 B-2 B-5 ML I-2 OPEN T-3 T-5.2
R-1 R-B T-B B-3 CW MH PD SD T-4 T-6
R-2 H-B LB-2 B-4 MM I-1 MUN SD-WH T-5.1

City of Mobile Alcoholic Beverage License Approval Request

TO: City of Mobile City Council
FROM: City of Mobile Revenue Department
RE: Alcoholic Beverage License Request

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
12/12/2023	NEW APPLICATION	2023 - 5616	127228	December 19, 2023

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits.

License Type(s) **020 - RESTAURANT RETAIL LIQUOR**

Legal Business Name **DE MAIZ WEST MOBILE INC**

Trade Name (DBA) **DE MAIZ TACO CANTINA**

Location Address **9124 COTTAGE HILL ROAD STE 600 & 700**

MOBILE AL 36695

Business Contact Person Information			
Name	Title	Phone	Email
ORLANDO GODOY	MEMBER		

Has any outstanding license and tax issues been addressed and corrected with this business? **N/A**

What is/was the start date of this business? **12.20.2023**

The alcohol license will not be issued until two (2) letters of approval and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department

R Shawn Skinner

Revenue Department Representative

City of Mobile Alcoholic Beverage License Application

Application Date	Application Type	Application Number	License Number Assigned	City Council Agenda Date
December 8, 2023	NEW APPLICATION	2023 - 5616	127228	December 19, 2023

License Type applied for with Alabama ABC Board	2nd License Type applied for with Alabama ABC Board
020 - RESTAURANT RETAIL LIQUOR	

Business Information

Legal Business Name	Trade Name (DBA)
DE MAIZ WEST MOBILE INC	DE MAIZ TACO CANTINA

Business Structure Type	Incorporation Date	Entity ID	State	County
CORP - CORPORATION	04.13.2022	001-014-281	AL	MOBILE

Federal Tax ID (FEIN)	AL State Tax ID
88-2221130	R011939557

Physical Address of Business (Street Address, Suite #)	City	State	Zip Code
9124 COTTAGE HILL ROAD STE 600 & 700	MOBILE	AL	36695

Mailing Address for Business (PO Box, Street Name, Suite #)	City	State	Zip Code
9124 COTTAGE HILL ROAD STE 600 & 700	MOBILE	AL	36695

Primary Business Activity at this location	If Location Transfer, Previous Street Address and Zip Code
RESTAURANT	N/A

Business Contact Person Information

Name	Title	Phone	Email
ORLANDO GODOY	MEMBER ☐ POA		

If TRANSFER of license, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
N/A	

License Type	License Number	Any ABC Pending Actions

Land/Building Information

Do you own or rent/lease the property? **RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED**

Property Owner Name	Prop Owner Phone	Property Owner Email
CHM MOBILE LLC		

Property Owner Address	City	State	Zip Code

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure	License Covers
2,800	104	YES	YES	SHOPPING CENTER	PORTION OF

Do the premises have a fully equipped and operational kitchen? **YES**

Is the business used to habitually and principally provide food to the public? **YES**

Is the business equipped with services and facilities for on premises consumption? **YES**

Will the business be operated primarily as a package store? **NO**

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers — Copy of Driver's License Must Be Provided for each Person

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
GODOY, ORLANDO	VICE-PRESIDENT		
Home Street Address	**City**	**State**	**Zip Code**
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC License(s) with any entity in your name?

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
YES	AZTECAS SARALAND INC	AZTECAS	310 INDUSTRIAL PKWY SARALAND 36571
	AZTECAS AIRPORT INC	AZTECAS	6800 AIRPORT BLVD MOBILE 36608

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
RODRIGUEZ, ARMANDO	TREASURER		
Home Street Address	**City**	**State**	**Zip Code**
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC License(s) with any entity in your name?

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
YES	RFA MEXICAN REST INC	HACIENDA SAN MIGUEL	880 SCHILLINGER ROAD SOUTH MOBILE 36695
	YUCATECO INC	AZTECAS	5452 HWY 90 MOBILE 36619

Power of Attorney (POA) Information — Copy of Driver's License Must Be Provided

Full Name (Last, First, Middle)	Title	Date of Birth	Drivers License (State, Number)	
N/A				
Home Street Address	**City**	**State**	**Zip Code**	**Phone Number**

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? **NO**

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? **NO**

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? **YES**

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

IL 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.

IL The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the licensed premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling or not, at any time.

IL 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.

IL The undersigned understands that the City reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed without prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

IL Applicant for the Alcoholic Beverage license, requested by the foregoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated herein, the applicant is the only person interested in the business for which license is requested.

IL In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Owner/Applicant Printed Name	Date
Iliana M. Laird	12.08.2023
Owner/Applicant Signature	**Title**
POA	Office Manager

Sworn to and subscribed before me this 8th day of DECEMBER 20 23

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
R SHAWN SKINNER	R Shawn Skinner	November 19, 2025

Notary Stamp

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

Signature Page

CITY OF MOBILE

REVENUE DEPARTMENT

December 4, 2023

DEMAIZ TACO CANTINA

9124 COTTAGE HILL ROAD STE 600

MOBILE, AL 36695 USA

ACCOUNT NUMBER: 127228 TERRITORY 6

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
1682100	12/2023	ALCOHOL APPLICATION FEE APPLICATION FEE	$50.00	$0.0	$0.00	$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

$50.00*

***Additional penalties may apply when payment is rendered**

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20231201135259931

Type License: 020 - RESTAURANT RETAIL LIQUOR **State:** $300.00 **County:** $300.00

Type License: **State:** **County:**

Trade Name: DE MAIZ TACO CANTINA **Filing Fee:** $50.00

Applicant: DE MAIZ WEST MOBILE INC **Transfer Fee:**

Location Address: 9124 COTTAGE HILL RD SUITES 600 700 MOBILE, AL 36695

Mailing Address: 9124 COTTAGE HILL RD SUITES 600 700 MOBILE, AL 36695

County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:** CORPORATION

Book, Page, or Document info: 001-014-281

Do you sell Draft Beer?:

Date Incorporated: 04/13/2022 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 04/13/2022

Federal Tax ID: 88-2221130 **Alabama State Sales Tax ID:** R011939557

Name:	Title:	Date and Place of Birth:	Residence Address:
RUBEN GIMENEZ	PRESIDENT		
ORLANDO GODOY	VICE PRESIDENT		
ARMANDO RODRIGUEZ	TREASURER		

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: ILIANA LAIRD
Business Phone: 251-300-1860
Fax:

Home Phone: 251-300-1860
Cell Phone: 251-300-1860
E-mail: ICASTRO@AZTECASRESTAURANTE.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: 20231201135259931

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: CHM MOBILE LLC 904-509-3938
What is lessors primary business? LANDLORD PROPERTY RENTALS
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? YES
Is the business used to habitually and principally provide food to the public? YES
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 2800 Display Square Footage:
Building seating capacity: 104 Does Licensed premises include a patio area? YES
License Structure: SHOPPING CENTER License covers: OTHER
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:
FERNANDO CHAVEZ JIMENEZ	02/06/2000 DUI	ESCAMBIA COUNTY SHERIFFS OFFICE	ONE YEAR PROBATION, COURT COST, ATTEND DUI SCHOOL, COMMUNITY SERVICE AND ABIDE BY COURT DECISIONS

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20231201135259931

Signature page

Initial each	
O.G.	In reference to law violations, I attest to the truthfulness of the responses given within the application.
O.G.	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
O.G.	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
X X X	In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
X X X	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
X X X	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
O.G.	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.G.	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.G	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): Orlando Godoy

Signature of Applicant:

Notary Name (print):

Notary Signature:

SANDY DURHAM
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires Sept. 17, 2025

Commission expires:

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20231201135259931

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
License Covers: SUITES 600-700

DE MAIZ WEST MOBILE, INC.

dba DE MAIZ TACO CANTINA

POWER OF ATTORNEY

By affixing my signature below I, Orlando Godoy, Vice President of De Maiz West Mobile, Inc. located at 9124 Cottage Hill Rd Ste. 600-700 Mobile AL 36695 make, constitute, and appoint, Iliana Maria Laird, my true and lawful attorney in fact, for me and in my name and stead, and to my use, for the purpose of obtaining a city of Mobile Beverage License. I hereby give to my attorney full authority and power to do anything and everything whatsoever required or obligated to be done, at least to the extent I could or might do, with full power of substitution and revocation. I hereby confirm and sanction all that said attorney shall lawfully do or cause to be done, acting on my behalf and in my stead.

Signed this 8th day of December 2023.

Orlando Godoy, Vice President

STATE OF ALABAMA

COUNTY OF MOBILE

Before me, the undersigned authority, personally appeared Orlando Godoy, whose name is signed to the a foregoing document, and who acknowledged to me that he signed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office on this the 8th day of December 2023.

NOTARY PUBLIC

My commission expires 04/11/2027

DE MAIZ WEST MOBILE, INC.

DATE INCORPORATED:	April 13, 2022
ALABAMA CORP. ID:	001-014-281
TAX ID:	———
TAX STATUS:	Sub-Chapter S

DIRECTORS: Ruben Gimenez, Orlando Godoy, Fernando Chavez Jimenez, Armando Rodriguez

OFFICERS:	Ruben Gimenez, President Orlando Godoy, Vice-President Fernando Chavez Jimenez, Secretary Armando Rodriguez, Treasurer
STREET ADDRESS:	5805 Hwy. 90, Unit B, Theodore, AL 36582
MAILING ADDRESS:	5805 Hwy. 90, Unit B, Theodore, AL 36582
REGISTERED AGENT:	Orlando Godoy
ANNUAL MEETING DATE:	4th Thursday in March
STOCK AUTHORIZED:	10,000 shares
STOCK ISSUED:	1,000 shares
STOCK OWNERSHIP:	Ruben Gimenez – 250 Shares Orlando Godoy – 250 Shares Fernando Chavez Jimenez – 250 Shares Armando Rodriguez – 250 Shares

STATE OF ALABAMA

DOMESTIC BUSINESS CORPORATION
CERTIFICATE OF INCORPORATION

PURPOSE: In order to form a Business Corporation under Sections 10A-1-3.05 and 10A-2A-2.02 of the *Code of Alabama 1975*, this Certificate of Incorporation and the appropriate filing fee 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 corporation** (must contain the word "Corporation" or "Incorporated," or the abbreviation of one of those words, and comply with *Code of Alabama* Section 10A-1-5.04):

   De Maiz West Mobile, Inc.

2. **A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.**

3. Street (**No PO Boxes**) address of principal office of the corporation:

   5805 Hwy. 90, Unit B Theodore, AL 36582

   Mailing address of principal office (if different from street address):

4. The name of the registered agent (only one agent): Orlando Godoy

   Street (**No PO Boxes**) address of registered office (must be located in Alabama):

   5805 Hwy. 90, Unit B Theodore, AL 36582

   *COUNTY of above address: MOBILE

   Mailing address in Alabama of registered office (if different from street address):

(For SOS Office Use Only)

Alabama
Sec. Of State

001-014-281 D/C

Date	04/13/2022
Time	11:48:00
File	$100.00
County	$100.00
Total	$200.00

DOMESTIC BUSINESS CORPORATION CERTIFICATE OF INCORPORATION

5. Purpose for which corporation is formed: _____

Any Lawful Purpose _____;
the purpose includes the transaction of any lawful business for which corporations may be incorporated in Alabama under Title 10A, Chapter 2A of the Code of Alabama.

6. Amount of stock the corporation is authorized to issue: 10000 Par Value 1.00 (optional)

7. Period of duration shall be perpetual unless stated otherwise by an attached exhibit.

8. The name(s) of the Incorporator(s): See attached

Street (No PO Boxes) address of Incorporator(s): _____

_____

Mailing address of Incorporator(s) – (if different from street address): _____

_____

The name(s) of the Incorporator(s): _____

Street (No PO Boxes) address of Incorporator(s): _____

_____

Mailing address of Incorporator(s) – (if different from street address): _____

_____

The name(s) of the Incorporator(s): _____

Street (No PO Boxes) address of Incorporator(s): _____

_____

Mailing address of Incorporator(s) – (if different from street address): _____

_____

The name(s) of the Incorporator(s): _____

Street (No PO Boxes) address of Incorporator(s): _____

_____

Mailing address of Incorporator(s) – (if different from street address): _____

_____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

_____

Mailing address of Incorporator(s) – (if different from street address): _____

_____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

_____

Mailing address of Incorporator(s) – (if different from street address): _____

_____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

_____

Mailing address of Incorporator(s) – (if different from street address): _____

_____

9. A director has no liability to the corporation or its stockholders for money damages for any action taken, or any failure to take any action, as a director, except liability for (A) the amount of financial benefit received by a director to which he or she is not entitled; (B) an intentional infliction of harm on the corporation or the stockholders; (C) a violation of Section 10A-2A-8.32; (D) an intentional violation of criminal law; or (E) a breach of the director's duty of loyalty to the corporation or its stockholders.

☑ Attached are any other provisions that are not inconsistent with law relating to organization, ownership, governance, business, or affairs of the corporation.

*County of Registered Agent is requested in order to determine distribution of County filing fees.

4 / 13 / 2022
Date (MM/DD/YYYY)

Chris Arledge
Signature as required by 10A-2A-1.20

Incorporator
Title

Additional Details

Incorporators

Incorporator	Street Address	Mailing Address
Chris Arledge	3030 Knollwood Drive Mobile, AL 36693	3030 Knollwood Drive Mobile, AL 36693

John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, John H. Merrill, 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:

De Maiz West Mobile, Inc.

This name reservation is for the exclusive use of Chris Arledge, 3030 Knollwood Drive , Mobile, AL 36693 for a period of one year beginning April 13, 2022 and expiring April 13, 2023

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.

April 13, 2022

Date

J. H. Merrill

John H. Merrill **Secretary of State**

RES016385

CERTIFICATE OF INCORPORATION

OF

DE MAIZ WEST MOBILE, INC.,
an Alabama Business Corporation

For the purpose of forming a domestic business corporation pursuant to the Alabama Business Corporation Law of 2019, ALA. CODE §§ 10A-2A-1.01 *et seq.*, including those portions of the Alabama Business and Nonprofit Entity Code that are applicable to domestic business corporations, and any act amendatory thereof, supplementary thereto or substituted therefor (collectively, the "ABCL"), the undersigned does hereby sign and adopt this Certificate of Incorporation, and, upon the filing for record of this Certificate of Incorporation with the Office of the Secretary of State of Alabama, the existence of a corporation (hereinafter referred to as the "Corporation"), under the name set forth in Article 1 hereof, shall commence.

ARTICLE 1
NAME

1.1 The name of the Corporation shall be DE MAIZ WEST MOBILE, INC.

ARTICLE 2
SHARES

2.1 The aggregate number of shares the Corporation is authorized to issue, shall be Ten Thousand (10,000) shares of Common Stock of the par value of $1.00 per share, of which One Thousand (1,000) shares of common stock shall be issued initially.

2.2 The Bylaws of the Corporation, an agreement among stockholders of the Corporation or an agreement between stockholders and the Corporation may impose restrictions on the transfer or registration of transfer of shares of the Corporation, and notice is hereby given that such bylaw provision or agreement may exist restricting the transfer or registration of transfer of shares of the Corporation. If such bylaw provision or agreement exists, the restriction on transfer or registration of transfer of shares of the Corporation imposed thereby will be noted conspicuously on the front or back of the certificate or certificates evidencing the shares to which the restriction relates. Even if not so noted, such a restriction is enforceable against a person with actual knowledge of the restriction.

ARTICLE 3
REGISTERED OFFICE AND REGISTERED AGENT

3.1 The street address of the Corporation's initial registered office shall be 5805 Hwy. 90, Unit B, Theodore, AL 36582.

3.2 The Corporation's initial registered agent at such office shall be Orlando Godoy.

ARTICLE 4
INCORPORATOR

4.1 The name and address of the sole incorporator are as follows:

NAME	ADDRESS
Chris Arledge	3030 Knollwood Drive, Mobile, AL 36693

ARTICLE 5
PURPOSES, OBJECTS AND POWERS

5.1 The purposes, objects and powers of the Corporation are to engage in any lawful business, act or activity for which a corporation may be organized under the ABCL, it being the purpose and intent of this Article 5 to invest the Corporation with the broadest purposes, objects and powers lawfully permitted a corporation formed under the ABCL.

ARTICLE 6
INTERNAL AFFAIRS

6.1 The initial Bylaws of the Corporation shall be adopted by the incorporator or board of directors. The power to alter, amend or repeal the Bylaws or adopt new Bylaws shall be vested in the Board of Directors and the stockholders, or either of them, which power may be exercised in the manner and to the extent provided in the Bylaws; provided, however, that the Board of Directors may not alter, amend or repeal any bylaw that was adopted by the stockholders and specifically provides that it cannot be altered, amended or repealed by the Board of Directors. The Bylaws may contain any provisions for regulating the business and affairs of the Corporation that is not inconsistent with law or this Certificate of Incorporation.

6.2 All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, its Board of Directors, subject to any limitations set forth in this Certificate of Incorporation or in an agreement authorized under the ABCL. The number of directors of the Corporation shall be fixed from time to time in the manner provided in the Bylaws. The number of directors may be increased or decreased from time to time by amendment to the Bylaws or in the manner provided for therein.

6.3 No director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except liability for (a) the amount of a financial benefit received by the director to which he or she is not entitled; (b) an intentional infliction of harm on the Corporation or the stockholders; (c) voting for or assenting to any unlawful distribution, as defined in the ABCL; (d) an intentional violation of criminal law; or (e) a breach of the director's duty of loyalty to the Corporation or its stockholders. If the ABCL is hereafter amended to further eliminate or limit the liability of a director, then a director of the Corporation, in addition to the circumstances in which a director is not personally liable as set forth in the preceding sentence, shall not be liable to the fullest extent permitted by the amended ABCL.

6.4 The Corporation reserves the right from time to time to amend, alter or repeal each and every provision contained in this Certificate of Incorporation, or to add one or more additional provisions, in the manner now or hereafter prescribed or permitted by the ABCL, and all rights conferred upon stockholders at any time are granted subject to this reservation. Any such amendment for which voting by voting group is required by the ABCL shall be effective only if each voting group approves in addition to approval of all stockholders entitled to vote.

ARTICLE 7
INDEMNIFICATION

7.1 For purposes of this Article 7, the following terms shall have the following meanings:

(a) "Director" or "officer" means an individual who is or was a director or officer, respectively, of the Corporation or who, while a director or officer of the Corporation, is or was serving at the Corporation's request as a director, officer, manager, partner, trustee, employee, or agent of another entity or employee benefit plan.

(b) "Liability" means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan), or expenses incurred with respect to a Proceeding.

(c) "Official Capacity" means: (i) when used with respect to a director, the office of director in the Corporation; (ii) when used with respect to an officer, the office in the Corporation held by such person; and (iii) with respect to an employee or agent, the employment or agency relationship undertaken by the employee or agent on behalf of the Corporation. "Official capacity" does not include service for any other corporation or foreign corporation or any joint venture, trust, employee benefit plan, or other entity.

(d) "Party" means an individual who was, is, or is threatened to be made, a defendant or respondent in a Proceeding.

(e) "Proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative and whether formal or informal.

(f) "Qualified Director" means a director who, at the time action is to be taken under Section 7.5, (i) is not a party to the Proceeding or (ii) with respect to a Proceeding by or in the right of the Corporation, does not have (A) a Material Interest in the outcome of the Proceeding, or (B) a Material Relationship with a person who has such an interest. "Material Interest" means an actual or potential benefit or detriment (other than one which would devolve on the Corporation or the stockholders generally) that would reasonably be expected to impair the objectivity of the director's judgment when participating in the action to be taken. "Material Relationship" means a familial, financial, professional, employment or other relationship that would reasonably be expected to impair the objectivity of the director's judgment when participating in the action to be taken.

7.2 (a) Except as provided in subsection (d) of this Section 7.2, the Corporation (which term, for purposes of this Article 7, includes any domestic or foreign predecessor entity of the

Corporation in a merger or other transaction in which the predecessor's existence ceased upon consummation of the transaction) shall indemnify an individual who is or was a director, officer, employee or agent of the Corporation or an individual who, while a director, officer, employee or agent of the Corporation, is or was serving at the Corporation's request as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise (an "Indemnitee," which term includes, unless the context requires otherwise, the estate or personal representative of such individual) who was, is or has threatened to be made a Party in any Proceeding because he or she is or was a director, officer, employee or agent of the Corporation or, while a director, officer, employee or agent of the Corporation, is or was serving at the Corporation's request as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against the obligation to pay a Liability incurred in the Proceeding if:

(1) the Indemnitee conducted himself or herself in good faith; and

(2) the Indemnitee reasonably believed:

a. in the case of conduct in his or her Official Capacity with the Corporation, that the conduct was in its best interest; and

b. in all other cases that the conduct was at least not opposed to its best interest; and

(3) in case of any criminal Proceeding the Indemnitee had no reasonable cause to believe his or her conduct was unlawful.

(b) An Indemnitee is considered to be serving an employee benefit plan at the Corporation's request if his or her duties to the Corporation also impose duties on, or otherwise involve services by, the Indemnitee to the plan or to participants in or beneficiaries of the plan. An Indemnitee's conduct with respect to an employee benefit plan for a purpose he or she reasonably believed to be in the interests of the participants in, and beneficiaries of, the plan is conduct that satisfies the requirement of subsection (a)(2)(b) of this Section 7.2.

(c) The termination of a Proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the Indemnitee did not meet the standard of conduct described in this section.

(d) The Corporation shall not indemnify an Indemnitee under this section:

(1) in connection with a Proceeding by or in the right of the Corporation in which the Indemnitee was adjudged liable to the Corporation; or

(2) in connection with any other Proceeding charging improper personal benefit to the Indemnitee, whether or not involving action in his or her Official Capacity, in which the Indemnitee was adjudged liable on the basis that personal benefit was improperly received by him or her.

(e) Indemnification permitted under this section in connection with a Proceeding by or in the right of the Corporation is limited to reasonable expenses, including counsel fees, incurred in connection with the Proceeding.

7.3 The Corporation shall indemnify an Indemnitee who was wholly successful, on the merits or otherwise, in the defense of any Proceeding where he or she was a Party because he or she is or was a director, officer, employee or agent of the Corporation or, while a director, officer, employee or agent of the Corporation, is or was serving at the Corporation's request as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against reasonable expenses, including counsel fees, incurred in connection therewith, notwithstanding that he or she was not successful on any other claim, issue or matter in any such Proceeding.

7.4 (a) The Corporation may pay for or reimburse the reasonable expenses, including counsel fees, incurred by an Indemnitee who was a party to a Proceeding in advance of final disposition of the Proceeding if the Indemnitee furnishes the Corporation a written undertaking, executed personally or on the Indemnitee's behalf, to repay the advance if it is ultimately determined that the Indemnitee did not meet the standard of conduct, or is not otherwise entitled to indemnification under Section 7.2(d), unless an indemnification is approved by the court under the provisions of the ABCL.

(b) The undertaking required by subsection (a) above must be an unlimited general obligation of the Indemnitee but need not be secured and may be accepted without reference to financial ability to make repayment.

(c) Determinations and authorizations of payment under this section shall be made in the manner specified in Section 7.5 below.

7.5 (a) The Corporation may not indemnify an Indemnitee under Section 7.2 above unless authorized in the specific case after a determination has been made that indemnification of the Indemnitee is permissible in the circumstances because the Indemnitee has met the standard of conduct set forth in Section 7.2 above.

(b) The determination shall be made:

(1) if there are two or more Qualified Directors, by the board of directors by a majority vote of all the Qualified Directors (a majority of whom shall for that purpose constitute a quorum), or by a majority of the members of a committee of two or more Qualified Directors appointed by a majority vote of Qualified Directors;

(2) by special legal counsel:

(i) selected in the manner prescribed in subsection (b)(1); or

(ii) if there are fewer than two Qualified Directors, selected by the board of directors (in which selection directors who are not Qualified Directors may participate); or

(3) by the stockholders, but stock owned by or voted under the control of a director who at the time is not a Qualified Director may not be voted on the determination.

(c) Authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible except that if there are fewer than two qualified directors, or if the determination is made by special legal counsel, authorization of indemnification shall be made by those entitled to select special legal counsel under subsection (b)(2)(ii).

7.6. (a) The Corporation may purchase and maintain insurance, or furnish similar protection (including but not limited to trust funds, self-insurance reserves or the like), on behalf of an individual who is or was a director, officer, employee or agent of the Corporation, who, while a director, officer, employee or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against Liability asserted against or incurred by him or her in that capacity or arising from his or her status as a director, officer, employee or agent, whether or not the Corporation would have the power to indemnify him or her against the same Liability under Sections 7.2 or 7.3 above.

(b) Any indemnification, or advance for expenses, authorized under this Article 7 shall not be deemed exclusive of and shall be in addition to that which may be contained in the Corporation's Bylaws, a resolution of its stockholders or Board of Directors, or in a contract or otherwise.

(c) This Article 7 does not limit the Corporation's power to pay or reimburse expenses incurred by an Indemnitee in connection with the Indemnitee's appearance as a witness in a Proceeding at a time when he or she has not been made or named defendant or respondent to the Proceeding.

ARTICLE 8
EXCLUSIVE FORUM

8.1 Unless the Corporation consents in writing to the selection of an alternative forum, the Circuit Court of Mobile County in the State of Alabama (the "Court") shall be the sole and exclusive forum for any stockholder (including a beneficial owner) to bring (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of fiduciary duty owed by any director, officer or other employee of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim against the Corporation, its directors, officers or employees arising pursuant to any provision of the ABCL or the Certificate of Incorporation or Bylaws or (iv) any action asserting a claim against the Corporation, its directors, officers or employees governed by the internal affairs doctrine, except for, as to each of (i) through (iv) above, any claim as to which the Court determines that there is an indispensable party not subject to the jurisdiction of the Court (and the indispensable party does not consent to the personal jurisdiction of the Court within ten days following such determination), which is vested in the exclusive jurisdiction of a court or forum other than the Court, or for which the Court does not have subject matter jurisdiction. If any provision or provisions of this Article 8

shall be held to be invalid, illegal or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Article 8 (including, without limitation, each portion of any sentence of this Article 8 containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) and the application of such provision to other persons or entities and circumstances shall not in any way be affected or impaired thereby.

IN TESTIMONY WHEREOF, witness the hand and seal of the undersigned incorporator as of the 13th day of April, 2022.

Incorporator

ACTION BY WRITTEN CONSENT
OF THE SHAREHOLDERS
OF
DE MAIZ WEST MOBILE, INC.,
IN LIEU OF A FIRST MEETING

The undersigned, being all of the shareholders of De Maiz West Mobile, Inc., an Alabama corporation (the "Corporation"), hereby adopt, by this action by written consent in lieu of a meeting, the following resolutions:

RESOLVED, that each and all of the actions of the Board of Directors of the Corporation taken in an action by written consent of the directors of the Corporation in lieu of an organizational meeting dated as of April 13, 2022, be, and the same hereby are, ratified, approved and confirmed in all respects; and

RESOLVED FURTHER, that the Board of Directors shall be authorized to elect and employ such officers, executives and employees as may be necessary to properly carry on the business of the corporation, under such terms, conditions and for such compensation, including a medical compensation plan, as the Board of Directors might deem advisable.

RESOLVED FURTHER, that the Board of Directors are authorized to issue the capital stock of the corporation to the full amount or number of shares authorized by the Certificate of Incorporation, in such amounts and proportions as from time to time shall be determined by the Board of Directors, and to accept the full or in part payment thereof such property as the Board of Directors may determine shall be good and sufficient consideration and necessary for the business of the corporation.

RESOLVED FURTHER, that the undersigned, being the sole and only stockholders of the corporation, do hereby elect that the corporation shall be taxed as a Sub-Chapter S corporation under the Internal Revenue Code, and that the Board of Directors is hereby authorized and directed to take such steps as may be necessary to apply and qualify the Corporation for Sub-Chapter S tax status with the Internal Revenue Service.

RESOLVED FURTHER, that the bylaws for the Corporation, in the form attached hereto as Exhibit A, be, and the same hereby are, adopted as the official bylaws of the Corporation.

DATED as of the 13th day of April, 2022.

Ruben Gimenez - Shareholder

Orlando Godoy - Shareholder

Fernando Chavez Jimenez - Shareholder

Armando Rodriguez - Shareholder

ACTION BY WRITTEN CONSENT
OF THE
BOARD OF DIRECTORS
OF
DE MAIZ WEST MOBILE, INC.,
IN LIEU OF AN ORGANIZATIONAL MEETING

The undersigned, being all of the directors of De Maiz West Mobile, Inc., an Alabama corporation ("the Corporation"), hereby adopt, by this action by written consent in lieu of an organizational meeting, the following resolutions:

RESOLVED, that the Certificate of Incorporation of the Corporation, as filed in the Office of the Alabama Secretary of State on April 13, 2022, be inserted in the minute book of the Corporation;

RESOLVED FURTHER, that each and all of the actions of the incorporator of the Corporation, including, but without limitation:

(1) the adoption, execution and filing of the certificate of incorporation of the Corporation; and

(2) the naming of Ruben Gimenez, Orlando Godoy, Fernando Chavez Jimenez, and Armando Rodriguez as the directors of the Corporation to serve until the first annual meeting of shareholders and until their successors have been elected and qualified;

be, and said actions hereby are, ratified, approved and confirmed in all respects;

RESOLVED FURTHER, that the following named individuals be, and they hereby are, elected to serve in the offices designated opposite their name at the pleasure of the board of directors of the Corporation:

Ruben Gimenez, President
Orlando Godoy, Vice-President
Fernando Chavez Jimenez, Secretary
Armando Rodriguez, Treasurer

RESOLVED FURTHER, that the form of stock certificate attached hereto as Exhibit "A" be, and the same hereby is, adopted as the form of stock certificate of the Corporation;

RESOLVED FURTHER, pursuant to the election by the stockholder(s) of the corporation at the initial organizational meeting of the corporation, that the

corporation elects to be taxed as a Sub-Chapter S corporation under the Internal Revenue Code. The President of the corporation is hereby authorized and directed to take such steps as may be necessary on behalf of the corporation to apply for Sub-Chapter S tax status and to qualify the corporation to be taxed as a Sub-Chapter S corporation with the Internal Revenue Service.

RESOLVED FURTHER, that the appropriate officers of the Corporation be and they hereby are, authorized and directed to execute, issue and deliver to Ruben Gimenez Stock Certificate No. 1 of the Corporation representing 250 shares of the fully paid and non-assessable common stock of the Corporation, having $1.00 par value, upon payment in cash of Two Hundred Fifty Dollars ($250.00);

RESOLVED FURTHER, that the appropriate officers of the Corporation be and they hereby are, authorized and directed to execute, issue and deliver to Orlando Godoy Stock Certificate No. 2 of the Corporation representing 250 shares of the fully paid and non-assessable common stock of the Corporation, having $1.00 par value, upon payment in cash of Two Hundred Fifty Dollars ($250.00);

RESOLVED FURTHER, that the appropriate officers of the Corporation be and they hereby are, authorized and directed to execute, issue and deliver to Fernando Chavez Jimenez Stock Certificate No. 3 of the Corporation representing 250 shares of the fully paid and non-assessable common stock of the Corporation, having $1.00 par value, upon payment in cash of Two Hundred Fifty Dollars ($250.00);

RESOLVED FURTHER, that the appropriate officers of the Corporation be and they hereby are, authorized and directed to execute, issue and deliver to Armando Rodriguez Stock Certificate No. 4 of the Corporation representing 250 shares of the fully paid and non-assessable common stock of the Corporation, having $1.00 par value, upon payment in cash of Two Hundred Fifty Dollars ($250.00);

RESOLVED FURTHER, that the fiscal year of the Corporation shall begin on January 1 of each year and end at the close of business on December 31 of each year;

RESOLVED FURTHER, that the President of the Corporation be, and he hereby is, authorized and directed to pay all expenses incident to and necessary for the organization of the Corporation;

RESOLVED FURTHER, that the Corporation shall establish in its name and for its use one or more bank accounts on such terms and conditions as may be agreed upon with the bank, and the President is authorized to establish such accounts.

RESOLVED FURTHER, that the By-Laws of the corporation for the regulation of the business affairs of the corporation has been presented to and

reviewed by the Board of Directors of the corporation and shall be and is hereby adopted and approved as the By-Laws of the corporation and such By-Laws shall be inserted into the record book of the corporation.

RESOLVED FURTHER, that the President of the corporation is hereby authorized on behalf of the corporation to borrow from time to time such amounts of money as he may deem necessary from any bank, banks, individuals, entities or any other lending agencies, upon such terms and conditions as he may deem advisable, and to sign, execute and endorse such promissory notes, security instruments or other instruments as may be necessary or required by such lending agencies to evidence such indebtedness.

RESOLVED FURTHER, that the President of the corporation is hereby authorized on behalf of the corporation to pledge or mortgage any and all of the property of the corporation, whether real or personal, to secure the payment of any indebtedness or other obligation of the corporation.

RESOLVED FURTHER, that the President of the corporation is hereby authorized to execute on behalf of the corporation any contract or lease agreement which the President may deem advisable and in the best interest of the corporation.

RESOLVED FURTHER, that the President of the corporation is hereby authorized to execute on behalf of the corporation a Stock Purchase Agreement between the Corporation and its Shareholders, on such terms and conditions as may be agreed upon by the President in his/her sole discretion, including, but not limited to, provisions restricting transfer of shares in the corporation, provisions containing a right of first refusal agreement for purchase of shares in the corporation, and containing provisions for transfer of shares in the corporation upon the death, disability or bankruptcy of a shareholder.

RESOLVED FURTHER, that the appropriate officers of the Corporation be, and they hereby are, authorized to do any and all other or further things, and to execute any and all other or further documents, all on behalf of the Corporation, as they, in their sole discretion, may deem necessary or desirable to effectuate the purposes of the resolutions adopted hereby.

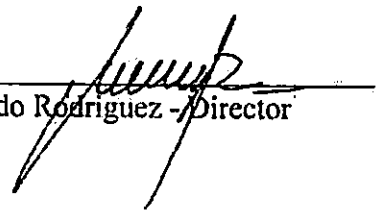
Dated as of the 13th day of April, 2022.

Ruben Gimenez - Director



Orlando Godoy - Director

Fernando Chavez Jimenez – Director



Armando Rodriguez - Director

BYLAWS

OF

DE MAIZ WEST MOBILE, INC.,

an Alabama corporation

TABLE OF CONTENTS

ARTICLE I	**Offices**
ARTICLE II	**Shareholders**
Section 2.1	Annual Meetings
Section 2.2	Special Meetings
Section 2.3	Place of Meetings
Section 2.4	Notice of Meetings
Section 2.5	Closing of Transfer Books or Fixing of Record Date
Section 2.6	Voting Record
Section 2.7	Proxies
Section 2.8	Quorum
Section 2.9	Voting of Shares
Section 2.10	Voting of Shares by Certain Holders
Section 2.11	Action by Shareholders Without a Meeting
Section 2.12	Cumulative Voting
ARTICLE III	**Board of Directors**
Section 3.1	General Powers
Section 3.2	Number, Tenure and Qualifications
Section 3.3	Vacancies
Section 3.4	Meetings
Section 3.5	Meeting by Telephone
Section 3.6	Quorum
Section 3.7	Acts of the Board
Section 3.8	Presumption of Assent
Section 3.9	Action Without a Meeting
Section 3.10	Committees of Directors
Section 3.11	Compensation
ARTICLE IV	**Waiver of Notice**
Section 4.1	Directors
Section 4.2	Shareholders
ARTICLE V	**Officers**
Section 5.1	Positions
Section 5.2	Election and Term of Office

Section 5.3	Vacancies
Section 5.4	Removal
Section 5.5	Duties of Officers
Section 5.6	Compensation
ARTICLE VI	**Certificates Representing Shares**
Section 6.1	Certificates Representing Shares
Section 6.2	Legends on Certificates
Section 6.3	Transfer of Shares
Section 6.4	Lost, Stolen, Destroyed, or Mutilated Certificates
ARTICLE VII	**Indemnification**
Section 7.1	Indemnification Per the Certificate of Incorporation
ARTICLE VIII	**General**
Section 8.1	Fiscal Year
Section 8.2	Dividends
Section 8.3	Checks
Section 8.4	Corporate Seal
Section 8.5	Right of Corporation to Acquire its Own Shares
Section 8.6	Voting of Corporation's Securities
Section 8.7	Restrictions as to Transfers of Stock
ARTICLE IX	**Amendment of Bylaws**

other persons calling the meeting, to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the shareholder at his address as it appears on the stock transfer books of the corporation, with postage thereon prepaid. Notwithstanding the provisions of this section, the stock or bonded indebtedness of the corporation shall not be increased at a meeting unless notice of such meeting shall have been given as may be required by section 234 of the Constitution of Alabama as the same may be amended from time to time.

Section 2.5 Closing of Transfer Books or Fixing of Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or shareholders entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purpose, the board of directors of the corporation may provide that the stock transfer books shall be closed for a stated period not to exceed fifty days. If the stock transfer books shall be closed for the purpose of determining shareholders entitled to notice of or to vote at a meeting of shareholders, such books shall be closed for at least ten days immediately preceding such meeting. In lieu of closing the stock transfer books, the board of directors may fix in advance a date as the record date for any such determination of shareholders, such date to be not more than fifty days and, in case of a meeting of shareholders, not less than ten days prior to the date on which the particular action, requiring such determination of shareholders, is to be taken. If the stock transfer books are not closed and no record date is fixed for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders, or shareholders entitled to receive payment of a dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the board of directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of shareholders. When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this section, such determination shall apply to any adjournment thereof except where the determination has been made through the closing of the stock transfer books and the stated period of closing has expired.

Section 2.6 Voting Record. The officer or agent having charge of the stock transfer books for shares of the corporation shall make, at least ten days before each meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order with the address of and the number of shares held by each. Such list shall be kept on file at the principal office of the corporation for a period of ten days prior to such meeting of shareholders and shall be subject to inspection by any shareholder making written request therefor at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or transfer books or to vote at any meeting of shareholders. Failure to comply with the requirements of this section shall not affect the validity of any action taken at such meeting.

Section 2.7 Proxies. At all meetings of shareholders, a shareholder may vote in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact. Such proxy shall be filed with the secretary of the corporation before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

Section 2.8 Quorum. Unless otherwise provided in the certificate of incorporation, a majority of the shares of the corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. If a quorum is not present at a meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice, other than announcement at the meeting. At such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally noticed. The shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum.

Section 2.9 Voting of Shares. Subject to the provisions of the next sentence of this Section 2.9, each outstanding share entitled to vote shall be entitled to one vote upon each matter submitted to a vote at a meeting of shareholders. At each election for directors every shareholder entitled to vote at such election shall have the right to vote, in person or by proxy, the number of shares owned by him for as many persons as there are directors to be elected and for whose election he has a right to vote, or, if cumulative voting is authorized by the certificate of incorporation, to cumulate his votes by giving one candidate as many votes as the number of such directors multiplied by the number of his shares shall equal, or by distributing such votes on the same principle among any number of such candidates. If a quorum is present, the affirmative vote of the majority of the shares represented at the meeting and entitled to vote on the subject matter shall be the act of the shareholders, unless the vote of a greater number or voting by classes is required by the Constitution of Alabama, the Alabama Business Corporation Law, the certificate of incorporation or these bylaws.

Section 2.10 Voting of Shares by Certain Holders. Shares standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent or proxy as the bylaws of such other corporation may prescribe, or, in the absence of such provision, as the board of directors of such other corporation may determine.

Shares held by an administrator, executor, guardian or conservator may be voted by him, either in person or by proxy, without a transfer of such shares into his name. Shares standing in the name of a trustee may be voted by him, either in person or by proxy, but no trustee shall be entitled to vote shares held by him without a transfer of such shares into his name and no corporate trustee shall be entitled to vote in the election of directors shares held by it solely in a fiduciary capacity if such shares are shares issued by the corporate trustee itself.

Shares standing in the name of a receiver may be voted by such receiver, and shares held by

or under the control of a receiver may be voted by such receiver without the transfer thereof into his name if authority to do so is contained in an appropriate order of the court by which such receiver was appointed.

A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

Neither treasury shares of its own stock held by the corporation, nor shares held by another corporation if a majority of the shares entitled to vote for the election of directors of such other corporation is held by the corporation, shall be voted at any meeting or counted in determining the total number of outstanding shares at any given time.

Section 2.11 Action by Shareholders Without a Meeting. Any action required or permitted to be taken at a meeting of the shareholders may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

Section 2.12 Cumulative Voting. Unless otherwise provided by law, at each election for directors every shareholder entitled to vote at such election shall have the right to vote, in person or by proxy, the number of shares owned by him for as many persons as there are directors to be elected and for whose election he has a right to vote, or to cumulate his votes by giving one candidate as many votes as the number of such directors multiplied by the number of his shares shall equal, or by distributing such votes on the same principle among any number of candidates.

Article III. Board of Directors

Section 3.1 General Powers. All corporate powers shall be exercised by or under authority of, and the business and affairs of the corporation shall be managed under the direction of, its board of directors.

Section 3.2 Number, Tenure and Qualifications. The number of directors constituting the initial board of directors is set forth in the certificate of incorporation, and the members of the first board shall hold office until the first annual meeting of shareholders and until their successors shall have been elected and qualified. Thereafter, the number of directors constituting the board of directors shall not less than one (1) and not greater than seven (7). The number of directors may be increased or decreased from time to time in the manner provided by the bylaws for the amendment thereof, but no decrease shall have the effect of shortening the term of any incumbent director. Directors shall hold office until the next succeeding annual meeting of shareholders and until their successors shall have been elected and qualified. Directors need not be shareholders or residents of the State of Alabama.

Section 3.3 Vacancies. Any vacancy occurring in the board of directors may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the board of directors. A director elected to fill a vacancy shall be elected to serve until the next annual meeting of shareholders. Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose.

Section 3.4 Meetings. Meetings of the board of directors, regular or special, may be held either within or without the State of Alabama. A regular meeting of the board of directors shall be held without notice immediately after, and at the same place as, the annual meeting of shareholders. Other regular meetings may be held upon such notice and at such time and place as shall be determined by the board. Special meetings of the board of directors may be called by the president or by any two directors on three days written notice to each director, delivered personally or mailed to each director at his business address or by telegram. The secretary, at the request in writing of the president or any two directors, shall send such written notice on his or their behalf. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, so addressed, with postage thereon prepaid. If by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board of directors need be specified in the notice of such meeting.

Section 3.5 Meeting by Telephone. Members of the board of directors or any committee designated thereby may participate in a meeting of such board or committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at a meeting.

Section 3.6 Quorum. A majority of the whole number of directors of the board shall constitute a quorum for the transaction of business at any meeting of the board of directors. If less than a majority is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice. If a quorum is present when the meeting is convened, the directors present may continue to do business, taking action by a vote of a majority of a quorum, until adjournment, notwithstanding the withdrawal of enough directors to leave less than a quorum present or the refusal of any director present to vote.

Section 3.7 Acts of the Board. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors.

Section 3.8 Presumption of Assent. A director of the corporation who is present at a meeting of the board of directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the

meeting before the adjournment thereof or shall forward such dissent by registered mail to the secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

Section 3.9 Action Without a Meeting. Any action required or permitted to be taken by the board of directors or a committee thereof at a meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors or all of the members of the committee, as the case may be. Such consent shall have the same effect as a unanimous vote of the directors or the members of such committee.

Section 3.10 Committees of Directors. The board of directors, by resolution passed by a majority of the whole board of directors, may designate from among its members one or more committees, each committee to consist of one or more of the directors of the corporation. Each such committee, to the extent provided in the resolution of the board of directors, shall have and may exercise all the powers and authority of the board of directors, except that no such committee shall have the authority of the board in reference to declaring a dividend or distribution from capital stock, issuing capital stock, amending the certificate of incorporation, adopting a plan of merger or consolidation, recommending to the shareholders the sale, lease, mortgage, exchange or other disposition of all or substantially all of the property and assets of the corporation other than in the usual and regular course of business, recommending to the shareholders a voluntary dissolution of the corporation or a revocation of a dissolution, filling vacancies in the board of directors, or amending the bylaws of the corporation. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the board of directors. Each committee shall keep regular minutes of its meetings and report the same to the board of directors when required.

Section 3.11 Compensation. By resolution of the board of directors, each director may be paid his expenses, if any, of attendance at each meeting of the board of directors, and may be paid a stated salary as director or a fixed sum for attendance at each meeting of the board of directors or both. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 3.12 Director Conflicts of Interest. No contract or other transaction between the corporation and one or more of its directors or any other corporation, firm, association or entity in which one or more of its directors are directors or officers or are financially interested, shall be either void or voidable because of such relationship or interest or because such director or directors are present at the meeting of the board of directors or a committee thereof which authorizes, approves or ratifies such contract or transaction, if the contract or transaction is fair and reasonable to the corporation and if either the fact of such relationship or interest is disclosed to the board of directors or committee which authorizes, approves or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested directors or the fact of such relationship or interest is disclosed to the shareholders entitled to vote and they

authorize, approve or ratify such contract or transaction by vote or written consent.

Common or interested directors may not be counted in determining the presence of a quorum at a meeting of the board of directors or a committee thereof which authorizes, approves or ratifies such contract or transaction.

Section 3.13 Loans to Employees and Directors. The corporation shall not lend money to or use its credit to assist its directors without authorization in the particular case by its shareholders, but may lend money to and use its credit to assist any employee of the corporation or of a subsidiary, including any such employee who is a director of the corporation, if the board of directors decides that such loan or assistance may benefit the corporation.

Article IV. Waiver of Notice

Section 4.1 Directors. Whenever any notice is required to be given to any director of the corporation under the provisions of the Constitution of Alabama, the Alabama Business Corporation Law, the certificate of incorporation, or these bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board of directors or any committee designated thereby need be specified in the waiver of notice. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 4.2 Shareholders. Whenever any notice is required to be given to any shareholder of the corporation under the provisions of the Constitution of Alabama, the Alabama Business Corporation Law, the certificate of incorporation, or the bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Article V. Officers

Section 5.1 Positions. The officers of the corporation shall be elected by the board of directors and shall consist of a president, a vice-president, a secretary, a treasurer, and such other officers and assistant officers as may be deemed necessary by the board of directors. Any two or more offices may be held by the same person.

Section 5.2 Election and Term of Office. The first officers of the corporation shall be elected by the board of directors at the first meeting of the board of directors. Each officer shall hold office at the pleasure of the board of directors or until his death or he shall resign or shall have been removed in the manner hereinafter provided.

Section 5.3 Vacancies. A vacancy in any office may be filled by the board of directors.

Section 5.4 Removal. Any officer or agent may be removed by the board of directors whenever in its judgment the best interests of the corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

Section 5.5 Duties of Officers. The officers of the corporation, if and when elected by the board of directors of the corporation, shall have the following duties:

(a) President. The president shall be the chief executive officer of the corporation and shall, subject to the direction of the board of directors, supervise and control the business and affairs of the corporation. He shall, when present, preside at all meetings of the shareholders and of the board of directors. He may sign certificates for shares of the corporation and deeds, mortgages, bonds, contracts, or other instruments on behalf of the corporation, except where required by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the corporation. In general, he shall perform all duties incident to the office of president and such other duties as may be prescribed by the board of directors.

(b) Vice-President. In the absence of the president or in the event of his death or inability to act, the vice-president (or in the event there be more than one vice-president, the vice-presidents in the order determined by the board of directors) shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. Any vice-president may sign certificates for shares of the corporation and shall perform such other duties as from time to time may be assigned to him by the president or the board of directors.

(c) Secretary. The secretary shall keep the minutes of the proceedings of the shareholders and of the board of directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; be custodian of the corporate records and of the seal of the corporation; see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized; keep a register of the post office address of each shareholder which shall be furnished to the secretary by such shareholder; sign with the president, any vice-president, or the treasurer certificates for shares of the corporation, the issuance of which shall have been authorized by resolution of the board of directors; have general charge of the stock transfer books of the corporation; and in general perform all duties incident

to the office of secretary and such other duties as from time to time may be assigned to him by the president or the board of directors. If there is no treasurer of the corporation, the secretary shall assume the authority and duties of treasurer.

(d) Treasurer. The treasurer shall have charge and custody of and be responsible for all funds and securities of the corporation, receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies or other depositories as may be designated by the board of directors, and in general perform all of the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the president or the board of directors. The treasurer may sign certificates for shares of the corporation. If required by the board of directors, the treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the board of directors shall determine.

(e) Assistant Secretaries and Assistant Treasurers. The assistant secretary, or if there shall be more than one, the assistant secretaries in the order determined by the board of directors, shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary. The assistant treasurer, or, if there shall be more than one, the assistant treasurers in the order determined by the board of directors, shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer. The board of directors may require any assistant treasurer to give a bond for the faithful discharge of his duties in such sums and with such surety or sureties as the board of directors shall determine. The assistant secretaries and assistant treasurers shall all perform such other duties as shall be assigned to them by the secretary and treasurer, respectively, or by the president or the board of directors.

Section 5.6 Compensation. The compensation of the officers shall be fixed from time to time by the board of directors, and no officer shall be prevented from receiving such compensation by reason of the fact that he is also a director of the corporation.

Article VI. Certificates Representing Shares

Section 6.1 Certificates Representing Shares. Certificates representing shares of the corporation shall be in such form as shall be determined by the board of directors. Such certificates shall be signed by the president, any vice-president, or the treasurer, and by the secretary, an assistant vice-president, an assistant secretary, or an assistant treasurer, and sealed with the corporate seal, if one exists, or a facsimile thereof. The signatures of both of such officers upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent or registered by a registrar, other than the corporation itself or one of its employees. In case any officer who has signed or whose facsimile

signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer at the date of its issue. Each certificate for shares shall be consecutively numbered or otherwise identified. The name and address of the person to whom the shares represented thereby are issued, with the number and class of shares and date of issue, shall be entered on the stock transfer books of the corporation. All certificates surrendered to the corporation for transfer shall be canceled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and canceled, except that in case of a lost, destroyed or mutilated certificate a new one may be issued therefor upon such terms and indemnity to the corporation as the board of directors may prescribe.

Section 6.2 Legends on Certificates. Any written restriction on the transfer of shares of the corporation must be noted conspicuously on the certificate representing such shares. In addition, if the corporation is authorized to issue shares of more than one class, there shall be set forth upon the face or back of every certificate, or every certificate shall have a statement that the corporation will furnish to any shareholder upon request and without charge, a full statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued, and if the corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the board of directors to fix and determine the relative rights and preferences of subsequent series.

Section 6.3 Transfer of Shares. Transfer of shares of the corporation shall be made only on the stock transfer books of the corporation by the holder of record thereof or by his legal representative, who shall furnish proper evidence of authority to transfer, or by his attorney thereunto authorized by power of attorney duly executed and filed with the secretary of the corporation, and on surrender for cancellation of the certificate for such shares. The person in whose name shares stand on the books of the corporation shall be deemed by the corporation to be the owner thereof for all purposes.

Section 6.4 Lost, Stolen, Destroyed, or Mutilated Certificates. The board of directors may direct a new certificate to be issued in place of any certificate theretofore issued by the corporation alleged to have been lost or destroyed. When authorizing such issue of a new certificate, the board of directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

Article VII. Indemnification

Section 7.1 Indemnification provisions are set forth in the Certificate of Incorporation of the corporation.

Article VIII. General

Section 8.1 Fiscal Year. The fiscal year of the corporation shall be fixed by resolution of the board of directors.

Section 8.2 Dividends. The board of directors, from time to time, may declare, and the corporation may pay, dividends on its outstanding shares in the manner and upon the terms and conditions provided by law.

Section 8.3 Checks. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 8.4 Corporate Seal. The board of directors may select a corporate seal which shall have inscribed thereon the name of the corporation, the words "Alabama" and "Corporate Seal," and such seal may include the date of incorporation of the corporation. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 8.5 Right of Corporation to Acquire its Own Shares. The corporation shall have the right to purchase, take, receive or otherwise acquire, hold, own, pledge and transfer or otherwise dispose of its own shares. Purchases by the corporation of its own shares, whether direct or indirect, may be made to the extent of unreserved and unrestricted earned surplus available therefor and, if permitted by the certificate of incorporation of the corporation (or, if not so permitted by the certificate of incorporation of the corporation, with the affirmative vote of the holders of two-thirds of all shares entitled to vote thereon), to the extent of unreserved and unrestricted capital surplus of the corporation available therefor.

Section 8.6 Voting of Corporation's Securities. Unless otherwise ordered by the board of directors, the president or any vice-president, or such other officer as may be designated by the board of directors to act in the absence of the president or any vice-president, shall have full power and authority on behalf of the corporation to attend and to act and to vote, and to execute a proxy or proxies empowering others to attend and to act and to vote, at any meetings of security holders of any corporation in which the corporation may hold securities, and at such meetings the president, or such other officer of the corporation, or such proxy shall possess and may exercise any and all rights and powers incident to the ownership of such securities, and which as the owner thereof the corporation might have possessed and exercised, if present. The secretary or any assistant secretary may affix the corporate seal to any such proxy or proxies so executed by the president, or such other officer, and attest the same. The board of directors by resolution from time to time may confer like powers upon any other person or persons.

Section 8.7. Restrictions as to Transfers of Stock. Stockholders of the corporation shall

have the right to contract or agree between themselves or with the corporation to restrict the transfer, sale, assignment or pledging of the shares of stock of the corporation provided that the agreement between the shareholders, or between the shareholders and the corporation, shall be reduced to writing, signed by the parties thereto, and a copy of said agreement presented to the Board of Directors at any regular or called meeting thereof, and made a part of the minutes of said meeting. The President and the Secretary of the corporation shall affect such changes, or make such alterations in the shares of stock issued by the corporation as is required by said contract, if any, provided that all costs of alteration or modification, if any, of the shares of the corporation shall be borne by the stockholders who are parties to the contract.

Article IX. **Amendment of Bylaws**

These bylaws may be altered, amended or repealed and new bylaws may be adopted by the board of directors or by the shareholders at any regular or special meeting thereof; provided, however, that the board of directors may not alter, amend or repeal any bylaw establishing what constitutes a quorum at shareholders' meetings.

****

I, Ruben Gimenez, President of De Maiz West Mobile, Inc., do hereby certify that the foregoing are the By-Laws of De Maiz West Mobile, Inc., and have been duly and legally adopted pursuant to authority from the Shareholders on the 13th day of April, 2022.

Ruben Gimenez, President of
De Maiz West Mobile, Inc.

UNANIMOUS CONSENT TO ACTION BY THE SHAREHOLDERS AND BOARD OF DIRECTORS IN LIEU OF THE REGULAR ANNUAL MEETING OF THE SHAREHOLDERS AND THE REGULAR ANNUAL MEETING OF THE BOARD OF DIRECTORS OF DE MAIZ WEST MOBILE, INC.

The undersigned, being the Shareholders and Directors of De Maiz West Mobile, Inc., do hereby consent to the following actions taken in the name of and on behalf of the corporation without the necessity and in lieu of the regular 2023 meetings of the Shareholders and Board of Directors of the corporation:

ELECTION OF DIRECTORS:

RESOLVED: That the following persons be and are hereby elected to serve as Directors of the corporation until the next annual meeting of the Shareholders or until their respective successors shall be duly elected and qualified:

Ruben Gimenez; Orlando Godoy; Fernando Chavez Jimenez; Armando Rodriguez

RATIFICATION OF ACTS OF DIRECTORS AND OFFICERS:

RESOLVED: That the Shareholders ratify, confirm and approve the actions of the officers and directors of the corporation for the preceding year and all prior years.

ELECTION OF OFFICERS:

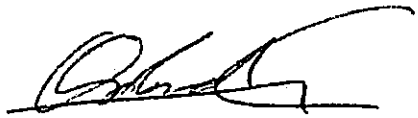
RESOLVED: That the following persons be and they are hereby elected as officers of the corporation for the ensuing corporate year or until their successors are duly elected and qualified:

Ruben Gimenez, President
Orlando Godoy, Vice-President
Fernando Chavez Jimenez, Secretary
Armando Rodriguez, Treasurer

The undersigned, being the Shareholders of De Maiz West Mobile, Inc., and all of the members of the Board of Directors of De Maiz West Mobile, Inc., have executed this unanimous consent to action on this the 2nd day of January, 2023.

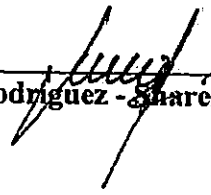
DE MAIZ WEST MOBILE, INC.

Ruben Gimenez - Shareholder/Director



Orlando Godoy - Shareholder/Director

Fernando Chavez Jimenez - Shareholder/Director



Armando Rodriguez - Shareholder/Director

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT is made as of the 13th day of April, 2022, by and between De Maiz West Mobile, Inc., a corporation organized and existing under the laws of the State of Alabama (the "Company"), and the undersigned individuals, who constitute all of the record holders of the common stock of the Company as of the date of this Agreement (individually, the "Shareholder" and collectively, the "Shareholders").

RECITALS:

The parties hereto desire, among other things, to impose restrictions on transfers of stock of the Company to persons other than the Shareholders in order to provide for the orderly administration of the business and affairs of the Company.

NOW, THEREFORE, for the reasons set forth above, and in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I
Definitions

(a) The term "Company" means De Maiz West Mobile, Inc., a corporation organized and existing under the laws of the State of Alabama.

(b) The term "Stock" means the shares of the Common Stock of the Company, whether now or hereafter authorized; any other shares of stock of the Company (of whatever kind, class or designation), whether now or hereafter authorized, that may, under any conditions, entitle the holder thereof to vote for the election of directors; securities of the Company which, under any conditions, may be converted into or exchanged for any such stock; and any rights, options, or warrants to purchase or acquire any such stock or securities.

(c) The term "Shareholder" means a present holder of Stock who is a party to this Agreement and any future holder of Stock who becomes a party to this Agreement; and the term "Shareholders" refers collectively to those persons who, as of any particular time, constitute all the living holders of Stock who are then parties to this Agreement.

ARTICLE II
Restrictions on Transfer of Shares

(a) No Shareholder shall, from the date hereof, sell, assign, pledge, dispose of, hypothecate or otherwise transfer (whether by operation of law or otherwise), or encumber any interest in his Stock to anyone, unless the Shareholder shall either:

(i) first obtain the written consent of the Company and all of the Shareholders to such disposition, or

(ii) comply with the provisions of either Article III or Article IV.

(b) The Company shall not issue any additional shares of Stock without the consent of all the Shareholders.

(c) As a condition precedent to the effectiveness of any issuance of the Stock hereunder by the Company or any transfer of the Stock hereunder by any Shareholder to any person, entity or transferee not a party to this Agreement, such person, entity, or transferee shall agree in writing, in form acceptable to the Company, to be bound by all of the terms and conditions of this Agreement.

ARTICLE III
Right of First Refusal

In the event a Shareholder shall desire to sell all, but not less than all, of his/her Stock in a transaction permitted by Article II in which the Shareholder has not received the prior written consent referred to in Article II, he may sell the same only after offering it to the Company and the other Shareholders in the following manner:

(a) The Shareholder desiring to sell all, but not less than all, of his Stock (the "Seller") shall serve written notice upon the Company, stating that the Seller has received a bona fide offer for the sale of all of his Stock and setting forth the following information:

(i) the name and address of the person offering to purchase such Stock;

(ii) the sales price and terms of payment of such sale; and

(iii) whether the transferee is acquiring the Stock for investment and not with a view to resale or distribution thereof.

Such notice shall also contain an offer by the Seller to sell all, but not less than all, of his Stock to the Company and to the other Shareholders at the price and terms of payment offered by such bona fide offeror.

(b) For a period of thirty (30) days after the receipt by the Company of such notice, the Company shall have the option to purchase the Stock so offered. The Company shall exercise its option to purchase the Stock offered by the Seller by giving written notice thereof to the Seller which notice shall specify a date not more than fifteen (15) days from the date of such notice for the closing of the purchase by the Company. If the Company fails to exercise such option, the other Shareholders shall have the option, within thirty (30) days after the termination of the Company's option, to purchase all, but not less than all, of the Stock so offered by giving written

notice thereof to the Seller within such thirty (30) day period. In the event that more than one Shareholder elects to exercise such option, each such Shareholder shall have the right to purchase the Stock offered by Seller on a pro rata basis in proportion to the number of shares of Stock they then hold. The date for the closing of the purchase by the Shareholder(s) shall be set by Shareholders no more than fifteen (15) days from the date of termination of their option to purchase as provided herein. The right of the Company to exercise the option to purchase shall be subject to the laws of Alabama governing the rights of a corporation to purchase its own shares.

(c) In the event that neither the Company nor the other Shareholders shall exercise its, or their, option to purchase as provided herein, the Seller shall be free to sell all, but not less than all, of his Stock to the person named in the notice required by paragraph (a) of this Article at the price and upon the terms and conditions set forth in such notice; provided, however, that (i) such disposition shall be made within thirty (30) days following the termination of the options of the Company and the other Shareholders to purchase such Stock; (ii) the purchaser shall agree in writing to be bound by the terms of this Agreement; and (iii) the purchaser executes a written statement that he is acquiring the Stock for investment and not with a view to any resale or distribution thereof. In the event the transfer is made after the expiration of the thirty (30) day period, such transfer shall be void and of no effect, and the Seller shall be required to resubmit the offer to the Company in strict compliance with this Article III.

ARTICLE IV
Transfer of Shares Upon Event of Termination

(a) After the occurrence of any of the following events ("Events of Termination"), the Company and the other Shareholders shall have the option to purchase all the Stock then held by the affected Shareholder, or his estate, and the affected Shareholder, or his estate, shall be obligated to sell all such Stock in the event the Company or the other Shareholders elect to exercise such option:

(i) The death of the Shareholder;

(ii) The permanent disability of the Shareholder as defined by the disability insurance policy then maintained by the Company on behalf of the Shareholder, if any, or if a court of competent jurisdiction adjudicates the Shareholder to be permanently disabled; or

(iii) The bankruptcy of the Shareholder.

(b) Notice. The Company shall exercise its option to purchase the shares of Stock by giving written notice thereof to the affected Shareholder, or his estate, within thirty (30) days of the receipt by the Secretary of the Company of written notice of the occurrence of an Event of Termination. The Company's written notice of its election to exercise its option shall specify a date

not more than the later of fifteen (15) days from the date of the notice, or determination of Fair Value (as hereinafter defined), for the closing of the purchase by the Company. In the event the Company fails to exercise its option to purchase, the other Shareholders shall have the option to purchase the shares of Stock within (30) days from the date of the termination of the Company's option by giving written notice to the affected Shareholder, or his estate. In the event more than one Shareholder elects to exercise such option, the Shareholders shall have the right to purchase the shares of Stock on a pro rata basis in proportion to the number of shares of Stock then owned. The date of the closing of the purchase by the other Shareholder(s) shall be not more than the later of fifteen (15) days from the date of the termination of the Company's option, or determination of Fair Value. The purchase price to be paid by the Company or the other Shareholders shall be determined in accordance with the provisions of paragraph (c) of this Article, and said purchase price shall be paid in accordance with the provisions of paragraph (e) of this Article.

(c) Purchase Price. The purchase price of each share of the Stock to be purchased in accordance with sections (a)(i) and (a)(ii) of this Article shall be the per share Fair Value of the Stock as of the date of the occurrence of an Event of Termination as determined by the persons electing to purchase the shares and the persons selling the shares. In the event the parties are unable to agree on the purchase price, "Fair Value" shall be as determined by an independent appraiser normally in the business of valuing businesses selected by the Company's certified public accountant. The purchase price of each share of the Stock to be purchased in accordance with section (a)(iii) of this Article shall be the per share Book Value of the Stock. "Book Value" shall be as shown on the balance sheet of the Company as of the end of the last fiscal year preceding the Event of Termination, computed by the then acting independent certified public accountant of the Company in accordance with generally accepted accounting principles, adjusted, however, for operations of the Company from the end of the last preceding fiscal year to the date of the Event of Termination.

(d) Insurance Maintained by Company on behalf of the Shareholders. Company shall have the right to purchase life insurance on the lives of the Shareholders and to substitute or withdraw such policies. Company shall pay all premiums on such life insurance policies and shall give proof of such payment of these premiums to the Shareholders whenever any of them so request such proof. Shareholder shall cooperate fully in meeting all requirements of the insurance company which are necessary conditions precedent to the issuance of life insurance policies. Company shall be the sole owner of the policies issued to it and may apply to the payment of premiums any dividends declared and paid on such policies and any loans against the cash value of such policies.

(e) Payment. The aggregate purchase price due the affected Shareholder, or his estate, for Stock purchased pursuant to this Article IV shall be paid in the following manner:

(i) The purchase price shall be paid to the affected Shareholder, or his estate, in cash on or before the closing date provided for in paragraph (b) of this Article, in an amount not less than twenty (20) percent of the purchase price, provided, however, that in the event the death of the Shareholder is the Event of Termination, the cash portion of the purchase price shall

not be less than the amount of life insurance proceeds, if any, specified in paragraph (d) of this Article. The balance of the purchase price shall be evidenced by a promissory note, payable in not more than sixty (60) equal monthly installments commencing thirty (30) days from the date of the closing of the purchase, bearing interest at the "applicable federal rate" as in effect under Section 1274(d) of the Internal Revenue Code of 1986, as amended, compounded semiannually, and secured by the assets of the Company in the event the Company is the purchaser and by the purchased Stock in the event the other Shareholder(s) is the purchaser.

(ii) The stock certificates representing the Stock, either properly endorsed for transfer or accompanied by the necessary stock powers, shall be delivered to the Secretary of the Company. On proof to the Secretary of the Company that the purchase price has been paid, the Secretary shall cause the Company to issue and to deliver a stock certificate to the purchaser.

ARTICLE V
Additional Conditions for Transfers of Shares

(a) Prior to the transfer of any shares in accordance with this Agreement, the Shareholder desiring to make such transfer shall deliver to the Company the following documents:

(i) The stock certificates either properly endorsed for transfer or accompanied by the necessary stock powers;

(ii) A copy of this Agreement executed by the transferee; and

(iii) A statement executed by the transferee that the transferee is acquiring the shares for investment and not with a view to any resale or distribution thereof.

(b) Until all such documents are delivered to the Company, no transfer of shares shall be made and title shall remain in the Shareholder of record.

(c) In the event the Company, in its election to exercise its options contained herein, shall not have sufficient funds available to permit it lawfully to purchase all, but not less than all of, the Stock under Section 10A-2-6.40 of the Code of Alabama, then the Shareholders shall promptly take all required action under Section 10A-2-6.40, or otherwise, to enable the purchase of all, but not less than all of, the Seller's or affected Shareholder's Stock.

ARTICLE VI
Termination

(a) This Agreement shall terminate upon the occurrence of any of the following events:

(i) dissolution or bankruptcy of the Company or the appointment of a receiver of the assets of the Company, or a substantial portion of the assets of the Company, if such appointment shall not be vacated within sixty (60) days after the same becomes effective; or

(ii) the written consent of the Company and the Shareholders.

(b) Upon the termination of this Agreement, each Shareholder may surrender to the Company the certificates representing his Stock, and the Company shall issue to him in lieu thereof, new certificates for an equal number of shares without the endorsement set forth in paragraph (a) of Article VII below.

ARTICLE VII
Miscellaneous

(a) Legend.

(i) Concurrently with the execution of this Agreement, each Shareholder has surrendered his Stock certificates and the same have been endorsed as follows: "Notice is hereby given that the sale, assignment, transfer, pledge or other disposition of the shares of stock represented by this certificate is subject to a certain agreement dated April 13, 2022, between the Company and its Shareholders, a copy of which is on file in the office of the Secretary of the Company and the provisions of which are incorporated herein by reference."

(ii) The Company and the Shareholders agree that all Stock to be issued hereafter to the Shareholders shall be subject to this Agreement and shall have endorsed thereon the endorsement contained in paragraph (i) above.

(b) Notices. Any and all notices, designations, consents, offers, acceptances, or any other communication provided for herein shall be given in writing by registered or certified mail which shall be addressed, in the case of the Company, to its principal office, and in the case of a Shareholder, to his address appearing on the Stock books of the Company or to such other address as may be designated in writing by the Shareholder.

(c) Proof of Compliance. The Company may not transfer or cause to be transferred or issue or cause to be reissued any Stock or certificates for Stock in violation of this Agreement. No such transfer or issue or reissue shall be affected without the receipt by the Company of proof deemed sufficient to it that such transfer, issuance or reissuance is in compliance with the terms of this Agreement.

(d) Enforcement. The Stock cannot be readily purchased or sold in the open market, and for that reason, among others, the parties will be irreparably damaged in the event that this Agreement is not specifically enforced. Should any dispute arise concerning the sale or

disposition of the Stock, an injunction may be issued restraining any sale or disposition pending the determination of such controversy. In the event of any controversy concerning the right or obligation to purchase or sell any of the Stock, such right or obligation shall be enforceable in a court of equity by a decree of specific performance. Such remedy shall, however, be cumulative and not exclusive, and shall be in addition to any other remedy which the parties may have.

(e) Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

(f) Binding Effect. This Agreement shall be binding upon the parties, their heirs, legal representatives, estates, personal representatives, successors, and assigns.

(g) Construction. Whenever used in this Agreement, the singular number shall include the plural, and the plural number shall include the singular.

(h) Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Alabama.

(i) Entire Agreement. This Agreement contains the entire understanding between the parties concerning between the parties concerning the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties, relating to the subject matter of this Agreement, that are not fully expressed in this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date and year first above written.

De Maiz West Mobile, Inc.

By: _____
Ruben Gimenez, Its President

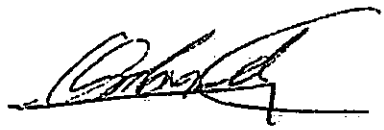
ATTEST:

_____
Fernando Chavez Jimenez, Its Secretary

SHAREHOLDERS

_____
Ruben Gimenez

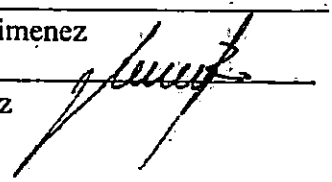
_____



Orlando Godoy

Fernando Chavez Jimenez

Armando Rodriguez



CERTIFIED BANK RESOLUTION

ADOPTED BY

DE MAIZ WEST MOBILE, INC.

ON April 13, 2022

Be it resolved, by De Maiz West Mobile, Inc., an Alabama corporation, that this CERTIFIED BANK RESOLUTION, in its entirety, serves as the bank authorization resolution for De Maiz West Mobile, Inc. The officer named herein is authorized to establish with _____ such accounts as are necessary in the determination of said officer for the operations of De Maiz West Mobile, Inc. including, but not limited to, the authority to designate and order such checks, endorsements, rubber stamps, printed deposit slips, giving instructions as to where the originals and any duplicate deposit slips and bank statements are to be sent.

I. AUTHORIZED SIGNATURES TO WRITE CHECKS:

NAME	TITLE	SPECIMEN SIGNATURE
Ruben Gimenez	President	
Orlando Godoy	Vice President	
Fernando Chavez Jimenez	Secretary	
Armando Rodriguez	Treasurer	

II. SIGNATURES REQUIRED TO WRITE CHECKS:

Any one of said signatories

III. AUTHORIZED SIGNATURES TO BORROW:

NAME	TITLE	SPECIMEN SIGNATURE
Ruben Gimenez	President	
Orlando Godoy	Vice President	
Fernando Chavez Jimenez	Secretary	
Armando Rodriguez	Treasurer	

IV. SIGNATURES REQUIRED TO BORROW:

Any one of said signatories

V. DESIGNATION OF DEPOSITORY:

_____ shall be and hereby is designated and appointed as a depository of the funds of De Maiz West Mobile, Inc., and that the officers and agents of De Maiz West Mobile, Inc., shall be and hereby are, and each of them hereby is, authorized to deposit any of the funds of De Maiz West Mobile, Inc., in any of the said banks either at any of their main offices or any of their branch offices. Until further order of the officers of De Maiz West Mobile, Inc., any funds of De Maiz West Mobile, Inc., deposited in any of said banks shall be subject to withdrawal or charge at any time and from time to time upon checks, notes, drafts, bills of exchange, acceptances, undertakings and other instruments or orders for the payment of money when made, signed, drawn, accepted or endorsed on behalf of De Maiz West Mobile, Inc., by the authorized signatory or signatories designated in Section II above and among the names described in Section I above. Each bank is hereby authorized to pay any such instruments or make any such charge and also to receive the same from the payee or any other holder without inquiry as to the circumstances of issue or the disposition of the proceeds even if drawn to the individual order of any signing person, or payable to any such bank or others for its account, or tendered in payment of any individual obligation, and whether drawn against an account in the name of De Maiz West Mobile, Inc., or in the name of the any officer or agent of De Maiz West Mobile, Inc., as such, and at the option of each bank, even if the account shall not be in credit to the full amount of such instrument or charge.

VI. AUTHORIZATION TO BORROW:

That the number of signatories designated in Section IV above from and among the person or persons described in Section III above shall be and are hereby authorized on behalf of De Maiz West Mobile, Inc., to borrow any sum or sums of money for De Maiz West Mobile, Inc., from the bank designated herein on such terms and conditions as said signatory may deem proper and to make, executed and deliver to said bank notes, including renewals or extensions thereof, drafts, acceptances, instruments of guaranty, agreements, and any other obligation of De Maiz West Mobile, Inc.; therefore in form and content satisfactory to each bank; and to pledge or assign or deliver to such bank as security for money borrowed by De Maiz West Mobile, Inc., from the bank or for credit obtained by De Maiz West Mobile, Inc., from said bank as collateral for any indebtedness of De Maiz West Mobile, Inc., to the bank, any and all stocks, bonds, bills receivable, accounts, mortgages, merchandise, bills of lading, warehouse receipts, leases, insurance policies, negotiable paper certificates and any other property held or belonging to De Maiz West Mobile, Inc., real personal or mixed, of whatsoever nature or wheresoever situated, with full authority to endorse, assign, or guaranty the same in the name of De Maiz West Mobile, Inc., and to discount any receivables with full authority to endorse the name of De Maiz West Mobile, Inc., thereto; to withdraw from said bank and give receipts for any documents or collateral for safekeeping or for any other purpose; to authorize the bank to sell any such securities or collateral; and to sign whatever instruments as are required by said bank in connection with any authorization contained herein.

VII. FURTHER AUTHORIZATIONS:

The requisite number of signatories designated in Section IV from among those listed in Section III on the first page hereof are further authorized to execute a Telephone Transfer Authorization form designating the person whose names appear hereon who shall be authorized to give telephone instructions to any bank depository named hereon to transfer funds between specified deposit accounts of this company at such depository; to rent one or more Safe Deposit Boxes from such depository, and to execute applicable agreements and signature cards; to enter into a Night Depository agreement with such depository, and to execute applicable agreements and signature cards; and to enter into agreements with such depository for Electronic or other banking services including, but not limited to, payroll processing, electronic entry processing, account reconciliation and company cash management.

VIII. CERTIFICATE OF THIS RESOLUTION:

Ruben Gimenez, President of De Maiz West Mobile, Inc., shall be and hereby is authorized to certify to said bank designated herein the name or names of the present officers of De Maiz West Mobile, Inc., or other persons authorized to sign for it, together with specimens of their signatures and in the case of any change of any holder of such office the fact of such change, together with specimens of the new signatures. All banks with which De Maiz West Mobile, Inc., presently does business or intends to do business with in the future, whether or not designated originally hereon, shall be promptly notified in writing by the officers of De Maiz West Mobile, Inc., of any change in these resolutions. Ruben Gimenez, President, certifies that De Maiz West Mobile, Inc., is duly incorporated and existing under the laws of this state and that Ruben Gimenez, President, is the custodian of De Maiz West Mobile, Inc., and that above and foregoing resolution was adopted at a properly called and conducted meeting of the officers held on due notice on April 13, 2022, at which said meeting a quorum was present; that said meeting was called and held in all respects as required by the Articles and By-Laws of De Maiz West Mobile, Inc., and that all proceedings at said meeting were strictly in accordance therewith and that this resolution was on motion duly made and seconded, unanimously adopted at said meeting and is now in full force and effect and has not been modified, annulled, revoked, changed or amended in any manner whosoever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on April 13, 2022.

Ruben Gimenez, President

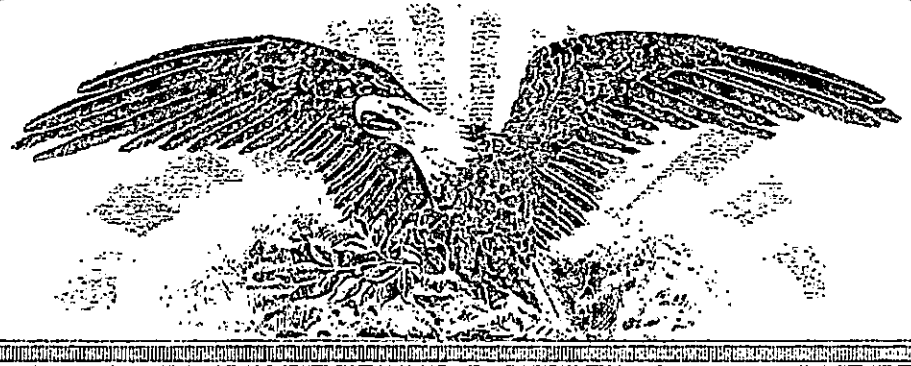
Orlando Godoy, Vice President

Fernando Chavez Jimenez, Secretary

Armando Rodriguez, Treasurer

An Alabama Corporation

NUMBER 1



SHARES 250

De Maiz-West Mobile, Inc.

This Certifies that Ruben Gimenez is the registered holder of Two Hundred Fifty shares transferable only on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed.

In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed this 13th day of April A.D. 2022

Fernando Chavez Jimenez, Secretary

Ruben Gimenez, President

Notice is hereby given that the sale, assignment, transfer, pledge or other disposition of the shares of stock represented by this certificate is subject to a certain agreement dated April 13, 2022, between the Company and its Shareholders, a copy of which is on file in the office of the Secretary of the Company and the provisions of which are incorporated herein by reference.

For Value Received, ____ *hereby sell, assign and transfer unto* _____

_____ *Shares represented by the within Certificate, and do hereby irrevocably constitute and appoint*

_____ *Attorney to transfer the said Shares on the books of the within named Corporation, with full power of substitution in the premises.*

Dated _____

In presence of

_____ _____

NOTICE: THE SIGNATURE OF THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE, IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATEVER.

An Alabama Corporation

NUMBER 2

SHARES 250

De Maiz West Mobile, Inc.

This Certifies that Orlando Godoy is the registered holder of Two Hundred Fifty shares transferable only on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed.

In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed this 13th day of April A.D. 2022

Fernando Chavez Jimenez, Secretary

Ruben Gimenez, President

Notice is hereby given that the sale, assignment, transfer, pledge or other disposition of the shares of stock represented by this certificate is subject to a certain agreement dated April 13, 2022, between the Company and its Shareholders, a copy of which is on file in the office of the Secretary of the Company and the provisions of which are incorporated herein by reference.

For Value Received, _____ hereby sell, assign and transfer unto _____

_____ Shares represented by the within Certificate, and do hereby irrevocably constitute and appoint

_____ Attorney to transfer the said Shares on the books of the within named Corporation with full power of substitution in the premises.

Dated _____

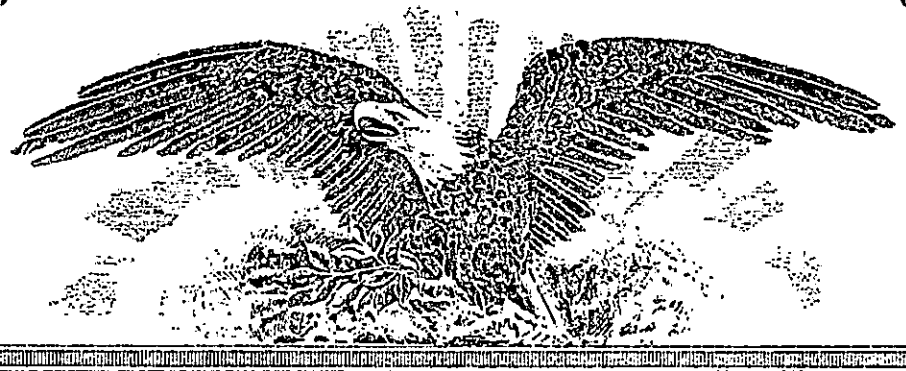
In presence of

_____ _____

NOTICE: THE SIGNATURE OF THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE, IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATEVER.

An Alabama Corporation

NUMBER 3



SHARES 250

De Maiz West Mobile, Inc.

This Certifies that Fernando Chavez Jimenez is the registered holder of Two Hundred Fifty shares transferable only on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed.

In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed this 13th day of April A.D. 2022

Fernando Chavez Jimenez, Secretary

Ruben Gimenez, President

Notice is hereby given that the sale, assignment, transfer, pledge or other disposition of the shares of stock represented by this certificate is subject to a certain agreement dated April 13, 2022, between the Company and its Shareholders, a copy of which is on file in the office of the Secretary of the Company and the provisions of which are incorporated herein by reference.

For Value Received, _____ *hereby sell, assign, and transfer unto* _____

_____ *Shares represented by the within Certificate, and do hereby irrevocably constitute and appoint*

_____ *Attorney to transfer the said Shares on the books of the within named Corporation with full power of substitution in the premises.*

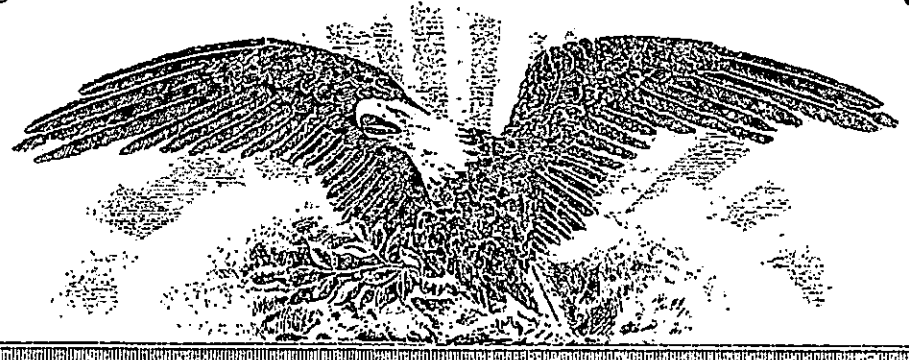
Dated _____

In presence of

_____ _____

NOTICE: THE SIGNATURE OF THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE, IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATEVER.

An Alabama Corporation



NUMBER 4

SHARES 250

De Maiz West Mobile, Inc.

This Certifies that Armando Rodriguez is the registered holderof Two Hundred Fifty shares transferable only on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed.

In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed this 13th day of April A.D. 2022

Fernando Chavez Jimenez, Secretary

Ruben Gimenez, President

Notice is hereby given that the sale, assignment, transfer, pledge or other disposition of the shares of stock represented by this certificate is subject to a certain agreement dated April 13, 2022, between the Company and its Shareholders, a copy of which is on file in the office of the Secretary of the Company and the provisions of which are incorporated herein by reference.

For Value Received, _____ *hereby sell, assign and transfer unto* _____

_____ *Shares represented by the within Certificate, and do hereby irrevocably constitute and appoint*

_____ *Attorney to transfer the said Shares on the books of the within named Corporation with full power of substitution in the premises.*

Dated _____

In presence of

_____ _____

NOTICE: THE SIGNATURE OF THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE, IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATEVER.

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 05-10-2022

Employer Identification Number:
88-2221130

Form: SS-4

Number of this notice: CP 575 A

DE MAIZ WEST MOBILE INC
5805 HIGHWAY 90 UNIT B
THEODORE, AL 36582

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 88-2221130. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1120 04/15/2023

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:
If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

2024

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

DE MAIZ WEST MOBILE INC
5805 HIGHWAY 90 B
THEODORE, AL 36582-1609

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011939557	12/1/2023	12/31/2024

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE

THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE. THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

NAICS CODE: 722511

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Janet N. Stathopoulos

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
Full sit-down Mexican Restaurant, located at Bickley Station Shopping Center, 9124 Cottage Hill Suite 600-700 Mobile AL 36695

Ownership Type	Company Name

The above described property is ☐ Owned ☑ Leased to/by **De Maiz West Mobile Inc**

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 1 day of December 2023

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Lauren Glenn	Lauren Glenn	April 18, 2027

Notary Stamp

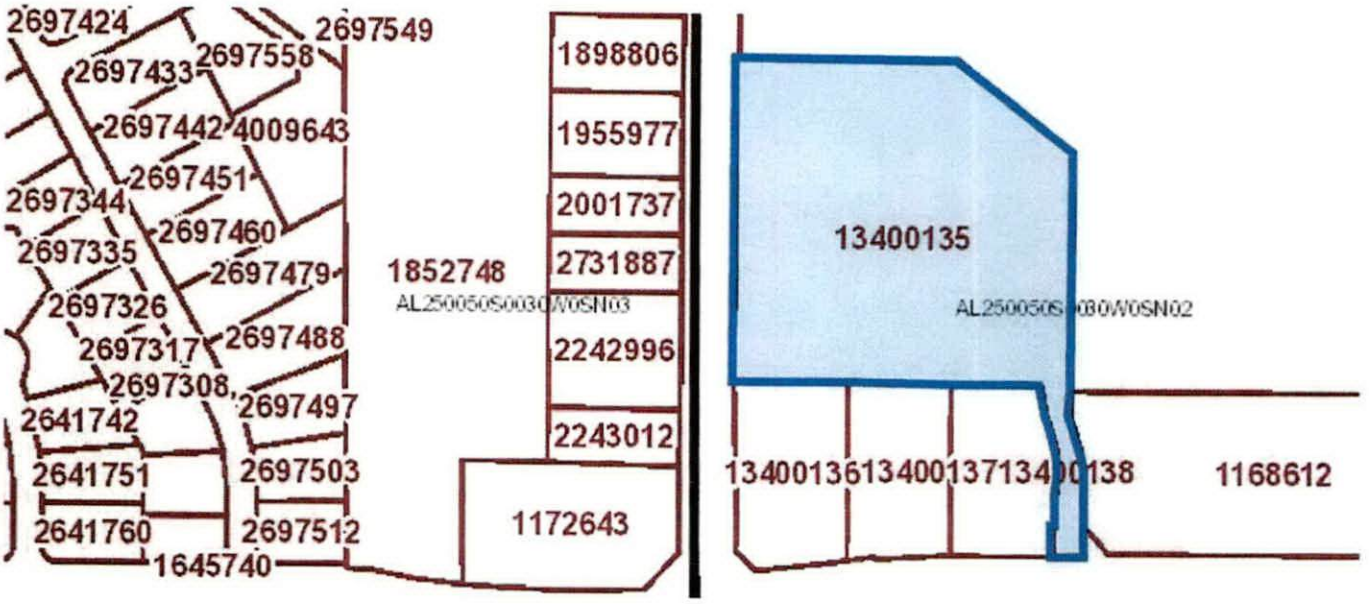
★ STATE OF MISSISSIPPI ★
LAUREN GLENN, NOTARY PUBLIC
JACKSON COUNTY
MY COMMISSION EXPIRES APRIL 18, 2027
COMMISSION NUMBER 347855

Owner of Property (Print Name)	Applicant Name (Print Name)
CHM Mobile LLC	**Orlando Godoy**
Owner of Property (Signature)	Applicant Name (Signature)
Street Address	Street Address
6312 Kingston Pike - Suite C	**9124 Cottage Hil Rd STE 600-700**
City, State, Zip	City, State, Zip
Knoxville TN 37919	**Mobile AL 36695**
Date Agreement Signed	Date Agreement Signed
12/01/2023	**12/01/2023**

Mobile County Property Search

Key Number: 13400135 For Year 2023

Map



Property Details

Account	
Key Number:	13400135
Legal Description:	LOT 1 JACQUELINE SQUARE INSTRUMENT 2020077450
Parcel Number:	3401020002009001
Type:	Real
Property Class:	2
Location	
Address:	9124 COTTAGE HILL RD MOBILE, AL 36695-9893
Owner	
Name:	CHM MOBILE LLC
Mailing Address:	1 SLEIMAN PKWY STE 270 JACKSONVILLE , FL 32216-8059
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

DocuSign Envelope ID: D39CA66F-6D27-45A7-9097-EC4F515F46E9

SHOPPING CENTER LEASE AGREEMENT

THIS SHOPPING CENTER LEASE AGREEMENT (the "Lease") is made and entered into as of the 27 day of APRIL, 2022, by and between **CHM MOBILE, LLC**, an Alabama limited liability company, or assigns (referred to as "Landlord"), and **GRUPO ROCA, INC.**, an Alabama corporation (referred to as "Tenant");

SUMMARY SECTION

Landlord's Address:	**CHM MOBILE, LLC** 6312 Kingston Pike Suite C Knoxville, Tennessee 37919 Email: alex@chmllc.com Email: budd@chmllc.com
Tenant's Address:	**GRUPO ROCA, INC.** 880 Schillinger Road Mobile, Alabama 36695 Email: Ogodoy@aztecarestaurante.com
Shopping Center:	Bickley Station
Premises: Suites:	111 & 113
Size:	2,800 square feet
Street Address:	9124 Cottage Hill Rd Mobile, AL 36695
Term of Lease (Base Term):	Ten (10) years after the Rent Commencement Date
Renewals:	Two (2) optional renewal terms of Five (5) years each
Landlord's Work and Tenant's Work:	**See Exhibit C.**
Rent Commencement Date:	The earlier of (i) One Hundred Twenty (120) days following the Delivery Date or (ii) the date Tenant opens for business to the general public.
Delivery Date:	The date Landlord delivers possession of the Premises with Landlord's Work substantially complete. The estimated Delivery Date shall be on or about June 1, 2022. In the event the Delivery Date has not occurred by September 1, 2022, either party shall have the right to terminate this Lease upon thirty (30) days written notice to the other.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and date first above written.

LANDLORD:

CHM MOBILE, LLC,
an Alabama limited liability company

By: _____
Name: Mark E. Cullum Jr.
Its: President

TENANT:

GRUPO ROCA, INC.,
an Alabama corporation

By: _____
Name: Armando R
Its: President

Tax ID # 87-4505767

GUARANTOR(S):

_____
Name: Orlando Gudoy

Soc.Sec. 428-95-1584

_____
Name: Armando R

Soc.Sec. 418 45 3275

DocuSign Envelope ID: D39CA66F-6D27-45A7-9097-EC4F515F46E9

EXHIBIT B
Description of the Shopping Center and Encumbrances

DESCRIPTION:

Lot 1, Jacqueline Square, according to the plat thereof recorded in Instrument #2020077450, of the records in the Officer of the Judge of Probate, Mobile County, Alabama.

Together with beneficial grants of easements as contained in the Declaration of Restrictions, Covenants and Conditions and Grant of Easements dated December 21, 2020 and recorded in Instrument #2020077453 of the records in the Officer of the Judge of Probate, Mobile County, Alabama.

Being a portion of the property described in that certain Statutory Warranty Deed dated December 21, 2020 and recorded in Instrument #202077451 of the records in the Officer of the Judge of Probate, Mobile County, Alabama.

ENCUMBRANCES:

1. Such state of facts as shown on subdivision plat recorded in Instrument #2020077450, Mobile County Probate Records.
2. Oil, gas and mineral rights as contained in instrument recorded in Real Property Book 1254, Page 961.
3. Right of Way Deed to Mobile County as recorded in Real Property Book 2626, Page 401.
4. Condemnation by Mobile County as contained in Case No. 14872 of Mobile County Probate Records.
5. Right of Way condemned by Alabama Power Company by proceedings recorded in Case No. 6303 of Mobile County Probate Records.
6. Right of Way Deed to Mobile County as recorded in Book LR7127, Page 1695.
7. Right of Way of Cottage Hill Road and McFarland Road also known as Snow Road.
8. Declaration of Restrictions, Covenants and Conditions and Grant of Easements between CHM Mobile, LLC, an Alabama limited liability company, and CYN-CLIF-SCO Development Corporation, an Alabama corporation, dated December 21, 2020 and recorded in Instrument #2020077453.
9. Memorandum of Lease between CHM Mobile, LLC, an Alabama limited liability company, as Landlord, and Publix Alabama, LLC, an Alabama limited liability company, as Tenant, dated December 16, 2020 and recorded in Instrument #2020077452.
10. Other matters of record.

NOTICE!

Notice is herby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

DE MAIZ WEST MOBILE INC

Trade Name (DBA)

DE MAIZ TACO CATINA

Location Address

9124 COTTAGE HILL ROAD STE ~~111~~ 600 & ~~113~~ 700 MOBILE AL 36695

Application Number

2023 - 5616

Post Date

December 8, 2023

That public hearing on said application has been set before the City Council @ 1030am on Tuesday

December 19, 2023

Date

at the Government Plaza Auditorium (1st floor) located at 205 Government Street, Mobile Alabama. Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication addressed to the City of Mobile City Clerk Office

Applicant Signature

Revenue Dept Representative

R Shawn Skinner

In accordance to City of Mobile Code , the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure	Application Type	Transfer - License?	Description/Type
☐ Sole Proprietorship ☐ Limited Liability Company (LLC) ☑ Corporation	☑ New Business ☐ New Owner ☐ Location Change	☑ No ☐ Yes Relocation Date	☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☑ Restaurant ☐ Other

License Type Applied for with AL ABC Board (***MUST*** match with ABC Board) - check ALL that apply

☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☑ 020 - Restaurant Retail Liquor
☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises)
☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine
☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub

Legal Business Name	Trade Name (DBA)
DE MAIZ WEST MOBILE INC	DE MAIZ TACO CATINA

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
9124 COTTAGE HILL ROAD STE 600&700	MOBILE	AL	36695

Business Contact Person Information

Name	Title	Phone	Email
ORLANDO GODOY	MEMBER		

URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
2,800	10+	10	Yes	R-1	Yes

Comments

Proposed Use is approved per Non-Conforming Use approval

Print Name	Signature	Date
Payton Rogers	Digitally signed by Payton W. Rogers Location: Mobile, AL Contact Info: 251-208-5695 Date: 2023.12.11 11:43:23-06'00'	12/11/2023

CHM MOBILE, LLC
6312 Kingston Pike, Suite C
Knoxville, Tennessee 37919

December 13, 2022

Grupo Roca, Inc.
5805 Highway 90, Unit B
Theodore, Alabama 36582
Attn: Orlando Godoy

RE: Bickley Station Shopping Center, Mobile, Alabama; Shopping Center Lease Agreement between CHM Mobile, LLC, as Landlord ("Landlord"), and Grupo Roca, Inc., as Tenant ("Tenant"), dated April 27, 2022, as amended by that First Amendment to Lease dated November 30, 2022 (collectively, the "Lease");
Letter Amendment; Revised Suite Designation and Confirmation of Delivery of Premises

Dear Orlando:

As a result of permitting requirements, the final suite designations for the Shopping Center are different than those listed in the Lease. Currently, the Lease lists the Premises as being Suites "111 & 113"; however, such suites are now designated as Suites "600 & 700".

By this letter amendment, Landlord and Tenant hereby amend the Lease as follows:

1. All references in the Lease to the suites comprising the Premises, including in the Summary Section and Exhibit A thereto, shall no longer be known as "Suites 111 & 113" but shall hereafter be known as "Suites 600 & 700."
2. Tenant acknowledges that Landlord has completed Landlord's Work and delivered the Premises to Tenant on December 13, 2022.
3. Otherwise, the terms and conditions of the Lease remain in full force and effect, and the Lease as modified by this letter amendment is hereby affirmed by Landlord, Tenant and Guarantors.

This letter amendment may be executed in counterparts which shall together constitute one and the same instrument. This letter amendment may be transmitted between the parties via facsimile or scanned PDF file sent via email, and any signatures so transmitted shall be deemed originals and shall be binding upon the parties. Any capitalized terms not defined herein shall have the same meaning as set forth in the Lease.

If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

CHM MOBILE, LLC

_____
By: _____
Its: _____

AGREED AND ACCEPTED BY TENANT AND GUARANTORS:

GRUPO ROCA, INC.,
an Alabama corporation
By: _____
Name: Orlando Godoy
Its: President

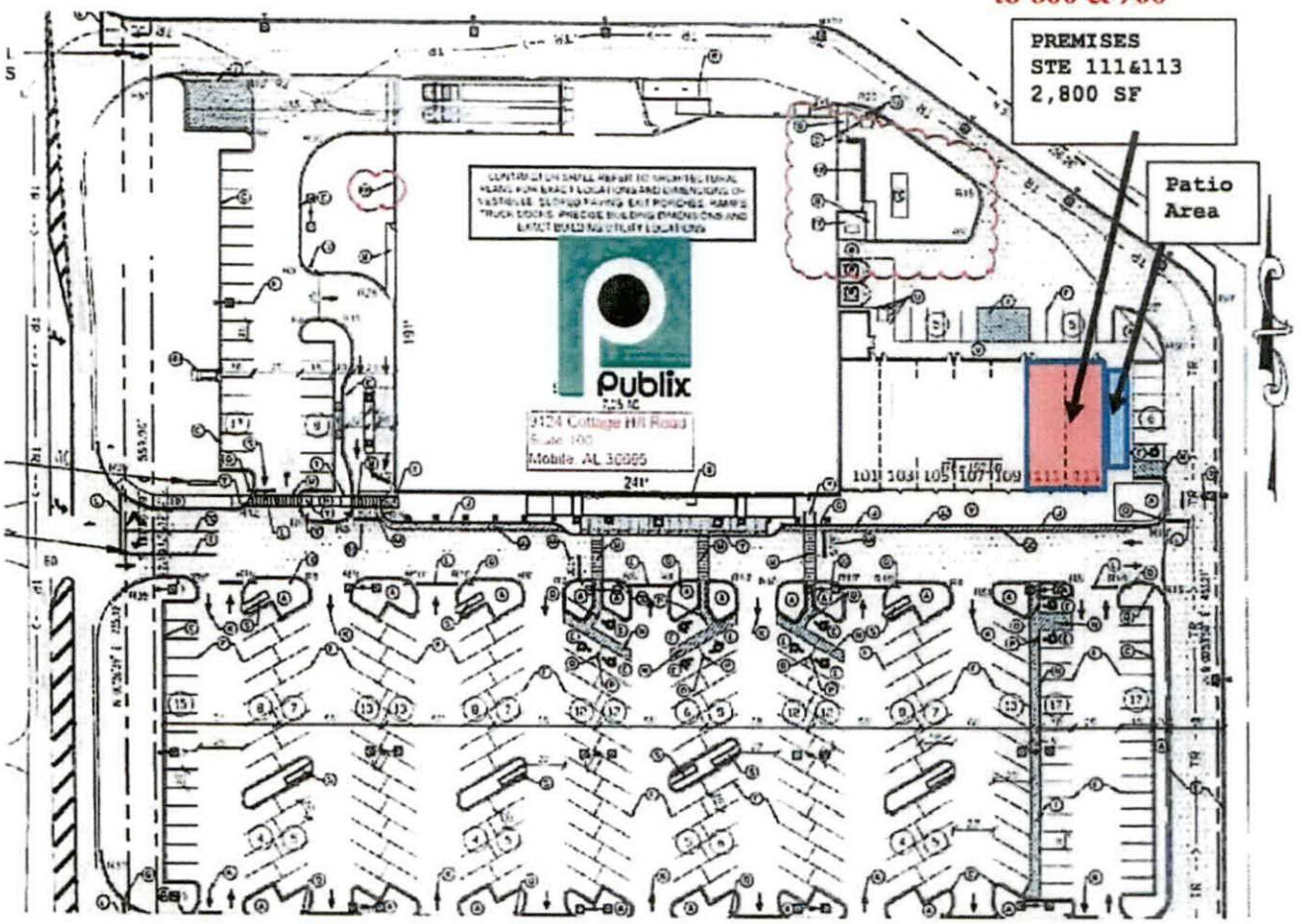
GUARANTOR(S):
_____
Name: Orlando Godoy
_____
Name: Armando R

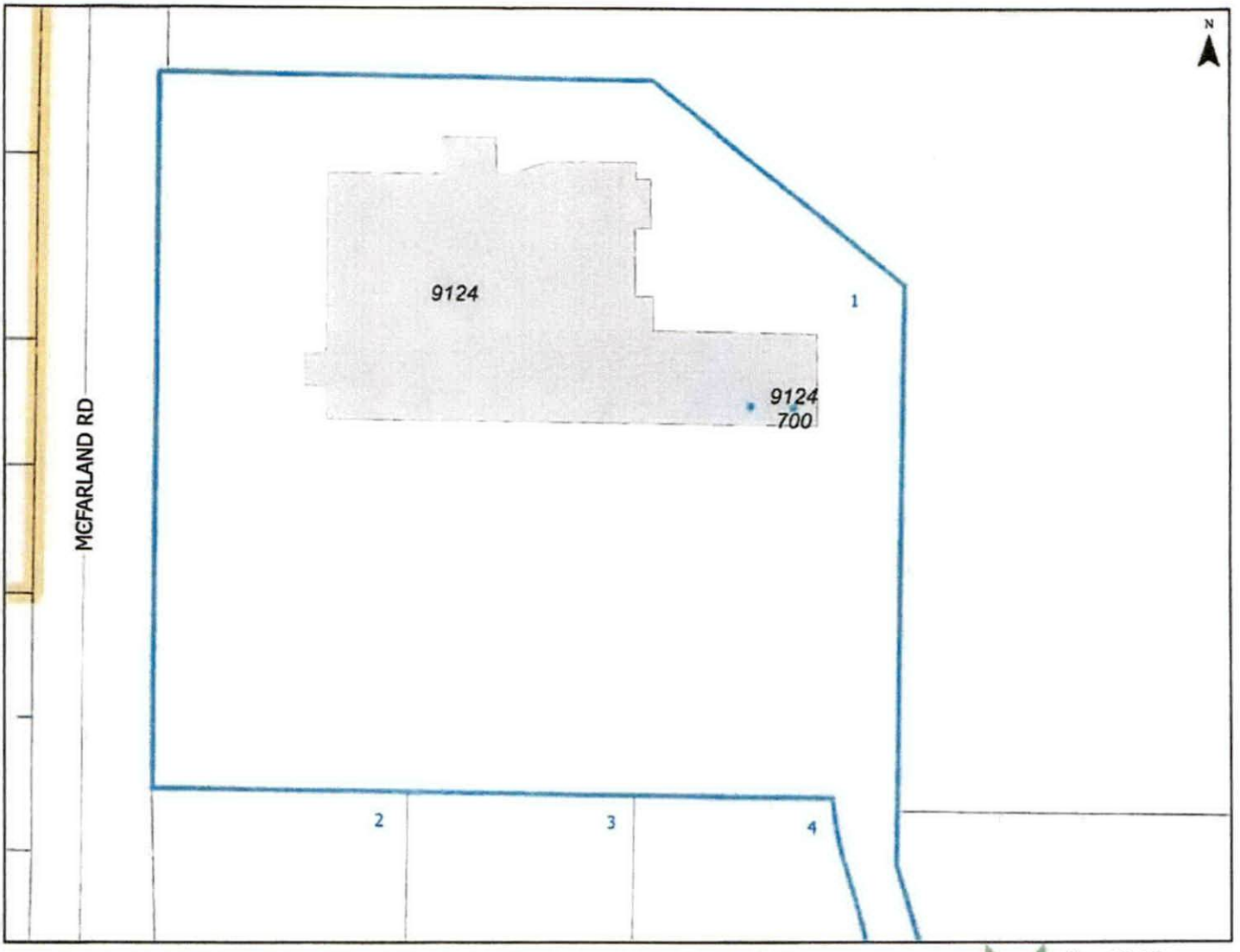
DocuSign Envelope ID: D39CA66F-6D27-45A7-9097-EC4F515F46E9

EXHIBIT A

Site Plan Showing Premises Location

Change STE Numbers to 600 & 700





House Number Permit

City of Mobile
Engineering Department
205 Government Street
Third Floor, South Tower
Mobile, AL 36644-1827
Telephone (251)208-7457
Fax(251)208-7398

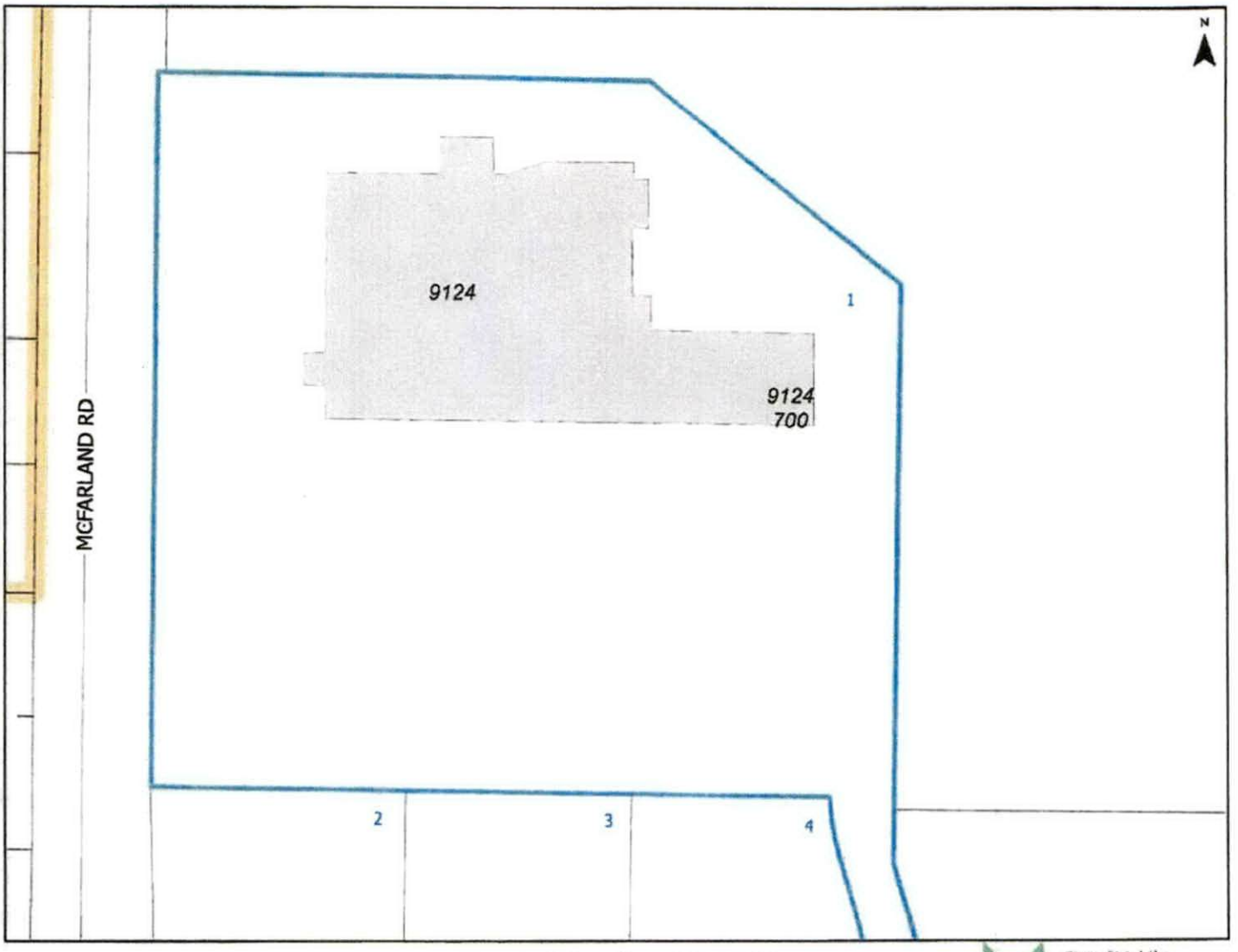
Date: 12/11/2023 9:45 AM

Owner or Tenant Name:	CHM MOBILE LLC C/O BICKLEY STATION LLC
Agent Name/Company:	N/A
Assigned House Number:	9124
Street Name:	COTTAGE HILL RD
Unit:	600
Legal Description:	LOT 1
Subdivision:	N/A

Flood Zone:	X-UNSHADED	(BFE) Base Flood Elevation:	N/A
Flood Panel #:	01097C0519L	Tax ID/Parcel#:	R023401020002009.001
FEMA Community #:	15007	CLOMR-F Case Number:	N/A

Pursuant to the Mobile Code, Article VII, Section 57-211 regulating house numbers, you are requested to adopt this house number and post the number on your house or business within ten days from the permit date.

Assigned by: _____



House Number Permit

City of Mobile
Engineering Department
205 Government Street
Third Floor, South Tower
Mobile, AL 36644-1827
Telephone (251)208-7457
Fax(251)208-7398

Date: 12/11/2023 9:44 AM

Owner or Tenant Name:	CHM MOBILE LLC C/O BICKLEY STATION LLC
Agent Name/Company:	N/A
Assigned House Number:	9124
Street Name:	COTTAGE HILL RD
Unit:	700
Legal Description:	LOT 1
Subdivision:	N/A

Flood Zone:	X-UNSHADED	(BFE) Base Flood Elevation:	N/A
Flood Panel #:	01097C0519L	Tax ID/Parcel#:	R023401020002009.001
FEMA Community #:	15007	CLOMR-F Case Number:	N/A

Pursuant to the Mobile Code, Article VII, Section 57-211 regulating house numbers, you are requested to adopt this house number and post the number on your house or business within ten days from the permit date.

Assigned by: _____

Information for address:
9124 COTTAGE HILL RD

- **Parcel Information:**

Key / ID:
13400135 / R023401020002009.001
Owner:
Chm Mobile Llc C/o Bickley Station Llc
1 Sleiman Pkwy Ste 270

Jacksonville, Fl 32216

Subdivision:
Jacqueline Square

- **Jurisdiction:**
City of Mobile

- **Neighborhood Renewal District:**

- **Revenue District:**
6

- **Township/Range/Section:**
5s3w02

- **Tract Census 2010:**
006404

- **Zipcode:**
Mobile

- **Historic District:**
N/A

- **XY Location(NAD83 State Plane Al West 102 Ft):**
X: 1730298.368
Y: 234294.443

- **Zoning:**
Check zoning on Planning & Zoning

Services:

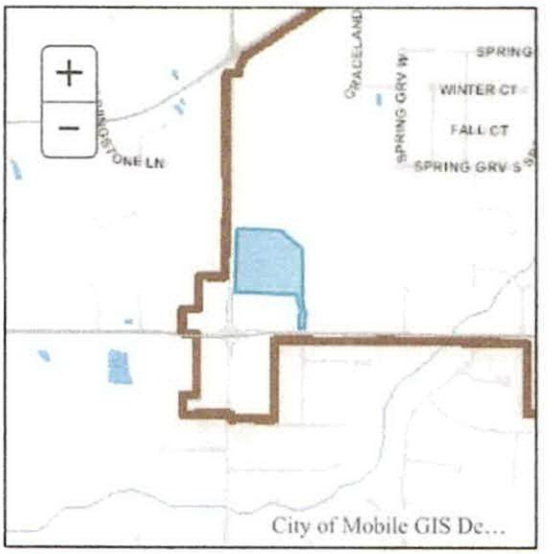
- **Fire District:**
Fire Station 26 Public Safety Complex

- **Garbage Pickup Day:**
Tuesday-West - Mcduffie - Route Md2

- **Police Precinct / Beat:**
Precinct - 4 / Beat - 46a

- **Trash Pickup Day/ Unit:**
Wednesday South - biweekly / Td-md5

- **Community Action Group:**
N/A



Political:

- **City Council District:**
6 - Josh Woods

- **County Commissioner District:** 3

- **State House District:** 100

- **State Senate District:** 35

School:

- **Elementary School District:**
Hutchens

- **High School District:**
Baker

- **Middle School District:**
Causey

- **School Board District:** 5

Hurricane / Flooding Information:

Please note the information given is a risk assessment, not a fact that your home will or will not flood.

- **Hurricane Evacuation Zones :**
Zone 3

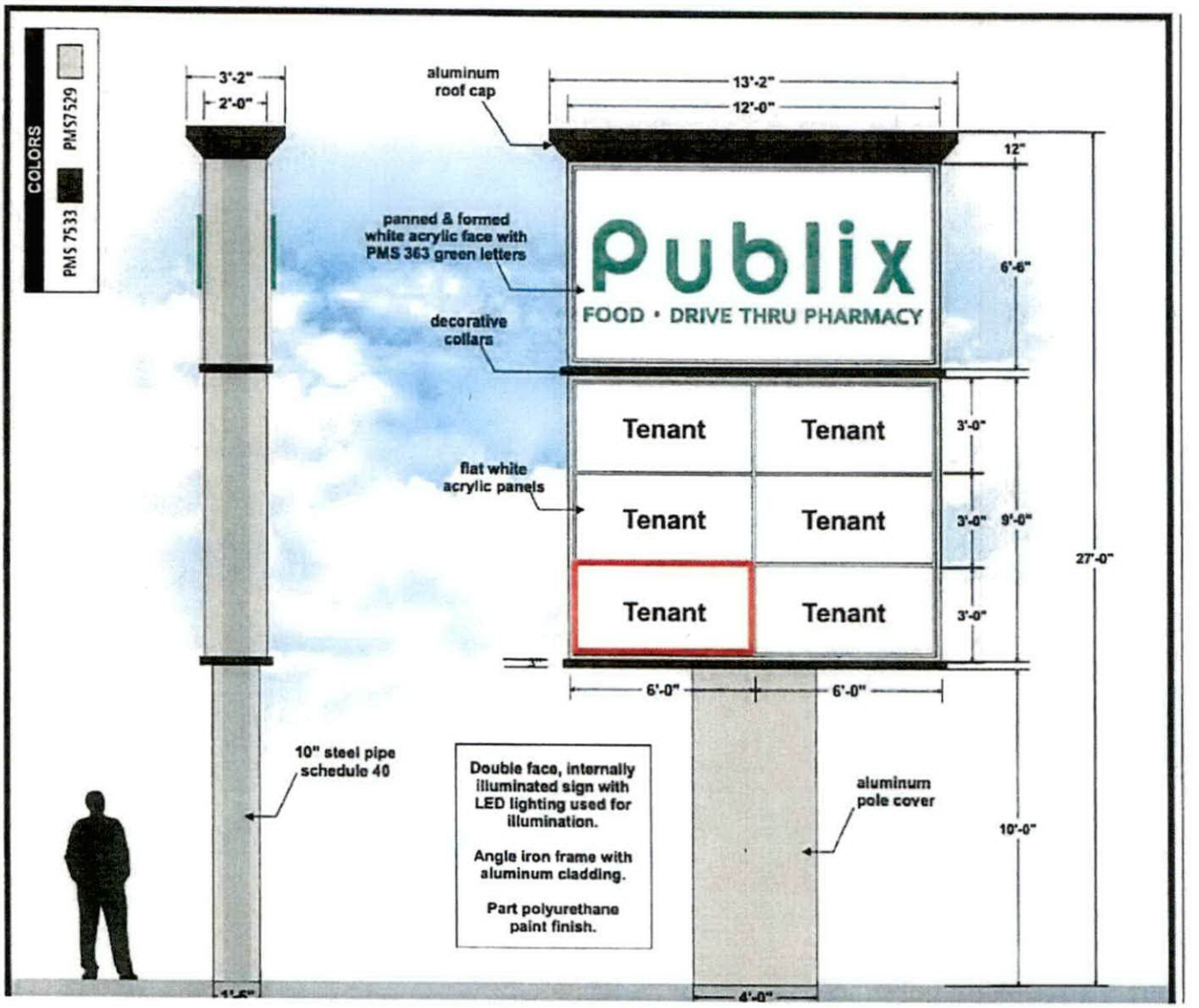
- **Flood Zone:**
Check flood zone on City Map

- **Storm Surge Category:** N/A

Disclaimer: This document is not a legal document. The information and map shown on this document was compiled from various sources and subject to constant revision. This document/map should not be used to determine the relationship of various facilities to property lines, streets, buildings, etc. This is an advisory tool and is intended to be used for general public inquiry only.

EXHIBIT E

Tenant's Signage and/or Pylon Sign Panel Location



AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Submitted by:

Gary Jackson, Deputy Director Municipal Enforcement

Sponsored by:

Council District 1	Cory Penn	5 Cases
Council District 2	William Carroll	5 Cases
Council District 3	C J Small	6 Cases
Council District 4	Ben Reynolds	2 Cases
Council District 5	Joel Daves	1 Case
Council District 6	Josh Woods	1 Case
Council District 7	Gina Gregory	0 Cases

Purpose and Scope of Project:

Declare weeds noxious, Group 1651

Effective Date of Contract:

12/19/2023

Funding Source

Project # Weed Lien Group 1651 **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Declare weeds noxious, Group 1651	Backup Material	12/14/2023
resolution	Cover Memo	12/14/2023

REVIEWERS:

Department	Reviewer	Action	Date

Municipal Enforcement	Gauthier, Lana	Approved	12/14/2023 - 12:47 PM

MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **December 14, 2023**

SUBJECT: WEED LIEN GROUP **1651**

Attached, please find Assessment Lists for Weed Lien Group Number **1651** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017 the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION): 12/19/2023

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 1/23/2024

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at 208-1528, as soon as possible.

**********FOR LOT CLEANING OFFICE USE**********

NUISANCE PHOTOS (DATED): 12/21/2023

LEGAL NOTICE DUE TO LAGNIAPPE: 1/4/2023

LEGAL NOTICE ADS: 1/10/2024-1/17/2024

POSTING DATE: 1/16/2024

Copy to: Marchetta Taite

	WEED LIEN	
	1651	Res. No.
12/19/2023	LOTS TO BE DECLARED	58-
1/23/2024	LOTS FOR PUBLIC HEARING	58-
//2023	LOTS TO BE ASSESSED FOR COST	58-

No.	Address	OLD SRO CASE #	CASE #	Amount Assessed	Dis	N/A CBO
1	3066 Louise Dr	30501	32665		5	
2	1564 Greenlawn Dr	31481	32666		4	
3	320 Cody Rd S	29856	32668		6	
4	1455 Lincoln St	27188	32670		2	
5	851 Edwards St	30631	32671		2	
6	218 Ingate St	30618	32672		1	
7	1028 Colonial Ct	30556	32673		2	
8	351 Weinacker Ave	31905	32674		2	
9	2109 Hillwood Dr W	29061	32675		3	
10	1501 Stewart Rd	32566	32676		3	
11	3507 Keeling Rd	29435	32677		3	
12	1111 North Dr	22548	32678		3	
13	1359 Glenn St	25246	32679		3	
14	2401 Dog River Dr N	27353	32680		4	
15	2712 Harper Ave	31711	32681		1	
16	2670 Betbeze St	28433	32682		1	
17	1454 Butler St	30213	32683		1	
18	2452 McVay Dr N	30520	32685		3	
19	1005 Montgomery St	30534	32686		2	
20	616 Petit Ave	24415	32688		1	
				$ -		

District total for this group	
1	5
2	5
3	6
4	2
5	1
6	1
7	0
	20

0

*ADD Added in from other Groups

*CBO Cut By Owner

*N/A Taken out by Inspector

Tracy Jackson 12/14/23

Marchetta Gale 12-14-23

A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES.

WHEREAS, a survey has been made to determine the properties upon which or in front of which noxious or dangerous weeds are growing and the agents or employees of the City of Mobile have obtained the legal description of parcels of property in the City of Mobile upon which or in front of which such weeds are growing, and it has been determined to follow the provisions of Act No. 329 of the Legislature of the State of Alabama, approved on April 28, 1988, and to have caused such weeds to be cut or otherwise abated as public nuisances:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE AS FOLLOWS:

SECTION 1: It has been determined by the City Council of Mobile that the weeds growing on the privately owned lots or parcels of land described in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part thereof as though set forth in full, known as **Group #1651** under the caption "NOXIOUS OR DANGEROUS WEEDS GROWING ON PROPERTY," are noxious and dangerous, and such weeds are hereby declared to be public nuisances. The properties upon which such weeds are growing are all located within the corporate limits of the City of Mobile, about the streets referred to in the description which are more particularly described in said Exhibit "A."

SECTION 2: The weeds growing on or in front of the above-described parcels of property shall be abated by the removal of such noxious or dangerous weeds or they will be removed and the nuisances abated by the City of Mobile, in which case the cost of such removal will be assessed against the respective parcels of lands from which such weeds are removed, and such cost will constitute a lien upon such respective parcels of land until paid. A public meeting is hereby called to be held in the Auditorium of the Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on the **23rd day of January 2024**, at ten thirty a.m., for the purpose of hearing any objections to the declarations contained in this resolution and to the proposed removal of such weeds, at which time all objections will be heard and given due consideration by the City Council of Mobile; and it is directed that there shall be conspicuously posted in front of each parcel of property, a notice headed "NOTICE TO DESTROY WEEDS," such heading to be in words not less than one inch in height and substantially in the form set out in such Act No. 329, approved April 29, 1988.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Submitted by:

Johnny Morris, Jr., Fire Chief

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

To recognize those employees as part of the Mayor's incentive program who have gone above and beyond their duties with the City of Mobile.

Amount of Contract:

500.00

Funding Source

Project # **Discretionary Funds**

Project String 1100-1100-49320 **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
FFOM Documentation	Resolution Letter	12/12/2023

REVIEWERS:

Department	Reviewer	Action	Date
Fire Rescue	Gauthier, Lana	Approved	12/14/2023 - 12:48 PM

60- 2023

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 each to the following employee(s):

Fire Service Captain Dwight Y. Smith (Emp #8787)

This employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

_____

City Clerk

Subject: FW: Awards

Firefighter of the Month
Capt. DY Smith (Emp 8787)

Dear Mayor Stimpson:

I'm always contacting you to complain so I owe you this one.

At St. Pauls' Church this morning, Captain Dwight Smith from the Mobile Fire Department spoke at our 0630 men's group breakfast.

WoW! Captain Smith was really impressive!!

I guess he's been with the MFD for a long time, but we learned he was also with the USAF Air Guard for 20 years including stints in Germany and two wars in the Middle East.

I had almost decided not to attend this morning because I felt I knew all I needed to know about the subject, but I'm certainly glad I changed my mind and showed up.

Captain Smith did a terrific job of alerting us to fire dangers and solutions. He is an outstanding and dynamic speaker which really helps to bring his point across. I'm thankful that he is on the team working to educate the youth of our area as regards the dangers of fire.

Thanks.
Bill Heiter

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	12/14/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/14/2023 - 12:49 PM

AGENDA ITEM SUMMARY SHEET

Agenda of: Tuesday, December 19, 2023 (Date) Item No. _____

Submitted by: Mobile Police Department (Department) Paul O. Prine (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: _____ (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Officer of the Month

PURPOSE & SCOPE OF PROJECT:
To recognize those employees as a part of the Mayor's incentive program who have gone above and beyond their duties with the City of Mobile. Each honoree qualifies for a $500 award.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $500.00

FUNDING SOURCE:

Budget Item: _____ Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: NA

Renewal date of contract (if applicable): NA

If not bid, state reason: NA

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:

60- 2023

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 each to the following employee:

November 2023: Officer Carter Johnson

The employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

_____

City Clerk

OFFICER OF THE MONTH
CERTIFICATE OF RECOGNITION
Officer Carter Johnson

During the month of November, Officer Johnson answered 126 calls for service, ninety-five backings, had ten felony arrests, twenty-eight misdemeanor arrests and issued eleven citations. Officer Johnon is the newest officer on the squad but has already proven that he has the motivation and ability to be an asset to his team and to serving his community. The following, are a few highlights of his self-initiated work product during the month of November.

On November 4, 2023, Officer Johnson was conducting directed patrols off Dauphin Island Parkway, when he initiated a traffic stop and discovered the driver to have an active felony warrant for Domestic Violence 2nd Degree.

On November 8th, Officer Johnson initiated a traffic stop for an expired tag. After conducting a warrant check on the driver, he was discovered to have two active traffic related offenses and a felony probation violation for controlled substance warrant.

On Nov 17th, while responding to a call involving fired shots around the Baltimore Street area, Officer Johnson observed a vehicle with no tag displayed, leaving the area and initiated a traffic stop. After contacting the occupants, and verifying their information, it was revealed that the driver had active traffic warrants and a felony probation revocation for burglary out of Escambia County, Florida.

On Nov 19th, Officer Johnson observed a vehicle driving at a high rate of speed approaching Government Blvd. He initiated a traffic stop and upon approaching the vehicle, detected an odor of marijuana. The driver was removed from the vehicle and a warrants check was conducted. The driver was discovered to have three active warrants, including a misdemeanor charge of unlawful possession of Marijuana 2nd, and two felony warrants for Marijuana 1st Degree. A small amount of marijuana was recovered from the vehicle and the driver was subsequently arrested and taken to jail.

On Nov 20th, Officer Johnson initiated a traffic stop off Duval Street, and discovered the passenger to have five misdemeanor traffic warrants and a felony warrant for Domestic Violence Strangulation.

On Nov 22, Officer Johnson observed a switched tag on a vehicle consistent with a recent crimes trend. After initiating a traffic stop and identifying the occupants of the vehicle, he discovered that the passenger had a misdemeanor warrant for harassment, along with a felony warrant for probation violation on a previous burglary conviction.

On Nov 28th, Officer Johnson was patrolling in a hot spot area and observed a suspect that he believed that he recognized as being listed on a domestic violence BOLO in previous months and wanted for questioning. Upon checking the suspect's name through NCIC, it was discovered that he also had two active felonies and five misdemeanor warrants. Upon search, incident to arrest, Johnson further discovered the suspect was concealing marijuana and a loaded firearm. The suspect was subsequently arrested and charged with two traffic violation warrants, two domestic violence offenses, Possession of Marijuana, Certain Persons Forbidden to Carry a Firearm, and Robbery 1st Degree.

His initiative, enthusiasm, and excellence in his overall performance show an initiative-taking police style that is a tremendous asset to the City of Mobile. Now, therefore, on behalf of all the citizens, we are pleased to award this CERTIFICATE OF RECOGNITION to Officer Carter Johnson as OFFICER OF THE MONTH for November 2023, with our sincere thanks.

C.J. Small
President, Mobile City Council

William S. Stimpson
Mayor, City of Mobile

Paul O. Prine
Chief of Police, Mobile Police Department

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Submitted by:
Donna Bryars, Comptroller

Sponsored by:
Councilmember CJ Small

Purpose and Scope of Project:
Funds will be used to assist with the District 3 Holiday Celebration at Pillans Middle School

Amount of Contract:
$5,237.50

Funding Source

Project # DSC-03/10041020-42080 **Discretionary Funds** DSC-03

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - CC'S CLASSIC CATERING, LLC	Cover Memo	12/14/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	12/14/2023 - 10:25 AM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember CJ Small

WHEREAS, Councilmember Small wishes to appropriate **$5,237.50** to CC's Classic Catering, LLC., from his discretionary funds; and

WHEREAS, CC's Classic Catering, LLC., 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 CC's Classic Catering, LLC, will be used to assist with the District 3 Holiday Celebration at Pillans Middle School, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **$5,237.50** CC's Classic Catering, LLC., for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember Gina Gregory

Purpose and Scope of Project:

Funds will be used to assist with the purchase of football equipment, such as, helmet, shoulder pads, and blocking equipment to ensure safety, proper training, and skill development.

Amount of Contract:

$1,000.00

Funding Source

Project # DSC-07/10041020-42080 **Discretionary Funds** DSC-07

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - Hillsdale Athletic Booster Club, Inc.	Cover Memo	12/11/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	12/11/2023 - 2:27 PM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Gina Gregory*

WHEREAS, *Councilmember Gregory wishes to appropriate* ***$1,000.00,*** *and to Hillsdale Athletic Booster Club, Inc., from her discretionary funds*; and

WHEREAS, *Hillsdale Athletic Booster Club, Inc.,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Hillsdale Athletic Booster Club, Inc.*, will be used to assist with the purchase of football equipment, such as helmets, shoulder pads, and blocking equipment to ensure safety, proper training, and skill development*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of* ***$1,000.00*** *to Hillsdale Athletic Booster Club, Inc., for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve proposed Bid award and contracts for unleaded & diesel fuel, delivered loads. Price is per gal markup over OPIS rack- good for one year, renewable for two additional one-year periods.
Motor Pool expense, General fund.

Amount of Contract:

N/A, as needed at Item-based unit pricing

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20231212 Fuel Agenda Package Bids	Cover Memo	12/14/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/14/2023 - 2:40 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to accept and approve, and issue the attached contracts for, the below proposed Bid Awards, to the designated vendors for the specified item at the unit prices indicated, for the time periods and renewal options as indicated below and attached herein, and, further, that the Purchasing Agent is authorized to place orders as needed without further approval or other action by the City Council. The Bid Award contract may be extended at the discretion of the Purchasing Agent for a total award period not to exceed three years.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
5624	Unleaded no-ethanol and diesel fuel, deliveries less than 2,000 gallons	2	$0.15 per gallon + Montgomery OPIS rack rate	One year, renewable for two additional one-year periods	(42474) Davison Oil Company Inc
5624	Unleaded E87 fuel, all delivery quantities	2	$0.0387 per gallon + Montgomery OPIS rack rate (1-8199 gals) $0.0052 per gallon + Montgomery OPIS rack rate (1-8199 gals)	One year, renewable for two additional one-year periods	(279229) Petroleum Traders Corporation

5845	Diesel fuel, deliveries greater than 2000 gals	1	$0.0052 per gallon + Montgomery OPIS rack rate (1-8199 gals)	One year, renewable for two additional one-year periods	(298802) Campbell Oil Company

Adopted:

_____

City Clerk

CITY OF MOBILE
PROCUREMENT DEPARTMENT
P O BOX 1948
MOBILE, AL 36633

December 14, 2023

Campbell Oil Company
418 Peanut Plant Road
Elizabethtown, NC 28337

REFERENCE: BID #**5845**

This letter is to inform you that the City of Mobile extends for Bid Award to **CAMPBELL OIL COMPANY** the following items listed on Bid #**5845** for **fuel** to **October 31, 2024**.

- #2 Diesel Clear On-Road 7500 gallons per delivery,
  margin 0.0087/gallon

Prices will remain firm through **October 31, 2024**. City agrees that taxes cited in Bid 5624 to be paid by City also will include Federal Superfund fee at its current inflation-adjusted rate if required.

Your program manager (PM) for services under this agreement will be the Deputy Director, Fleet Management, or his representative. City PM will place delivery orders via electronic mail for delivery only to City fueling facilities referenced in Bid 5845. Delivery tickets and Invoices will be sent as directed by the PM, with a copy to Purchasing@CityofMobile.org . If you have any questions concerning City of Mobile purchasing procedures or this Bid award, please contact the Purchasing Department at (251) 208-7434 or Purchasing@CityofMobile.og .

All other City purchases other than the items indicated above, to include oils, DEF, or services, will be made only by separate individual Purchase Order or separate contract award letter.

The City appreciates your services for the citizens of Mobile.

Sincerely,

John Paine
Purchasing Agent
City of Mobile

JP/en

CITY OF MOBILE
PROCUREMENT DEPARTMENT
P O BOX 1948
MOBILE, AL 36633

December 14, 2023

Petroleum Traders Corporation
710 Point Inverness Way
Fort Wayne, IN 46804-7928

REFERENCE: BID #**5624**

This letter is to inform you that the City of Mobile extends for Bid Award to **PETROLEUM TRADERS CORPORATION** the following items listed on Bid #**5624** for **fuel** to **October 31, 2024**.

- Gasoline, Unleaded regular E-10 87 octane rating, 1000-8199 gallons per delivery, margin 0.0387/gallon
- Gasoline, Unleaded regular E-10 87 octane rating, 8200 gallons or more per delivery, margin 0.0052/ gallon

Prices will remain firm through **October 31, 2024**. City agrees that taxes cited in Bid 5624 to be paid by City also will include Federal Superfund fee at its current inflation-adjusted rate.

Your program manager (PM) for services under this agreement will be the Deputy Director, Fleet Management, or his representative. City PM will place delivery orders via electronic mail for delivery only to City fueling facilities referenced in Bid 5624. Delivery tickets and Invoices will be sent as directed by the PM, with a copy to Purchasing@CityofMobile.org . If you have any questions concerning City of Mobile purchasing procedures or this Bid award, please contact the Purchasing Department at (251) 208-7434 or Purchasing@CityofMobile.og .

All other City purchases, to include oils, DEF, or services, will be made only by separate individual Purchase Order or separate contract award letter.

The City appreciates your services for the citizens of Mobile.

Sincerely,

John Paine
Purchasing Agent
City of Mobile

CIT OF MOBILE
PROCUREMENT DEPARTMENT
P O BOX 1948
MOBILE, AL 36633

December 14, 2023

DAVISON OIL COMPANY INC
ATTN: STEPHEN D. PADGETT
8450 TANNER WILLIAMS RD
MOBILE, AL 36608

REFERENCE: BID #**5624**

This letter is to inform you that the City of Mobile extends for Bid Award to **DAVISON OIL COMPANY INC** the following items listed on Bid #**5624** for **fuel** to **November 1, 2024**.

- Unleaded 89% octane rating, 0% ethanol 1000-2000 gallons per delivery, margin 0.15/gallon
- Diesel #2 (ultra low sulfur) clear on road, 1000-2000 gallons per delivery, margin 0.15/ gallon

Prices will remain firm through **November 1, 2024**. City agrees that taxes cited in Bid 5624 to be paid by City also will include Federal Superfund fee at its current inflation-adjusted rate.

Your program manager (PM) for services under this agreement will be the Deputy Director, Fleet Management, or his representative. City PM will place delivery orders via electronic mail for delivery only to City fueling facilities referenced in Bid 5624. Delivery tickets and Invoices will be sent as directed by the PM, with a copy to Purchasing@CityofMobile.org . If you have any questions concerning City of Mobile purchasing procedures or this Bid award, please contact the Purchasing Department at (251) 208-7434 or Purchasing@CityofMobile.og .

All other City purchases other than the items indicated above, to include oils, DEF, or services, will be made only by separate individual Purchase Order or separate contract award letter.

The City appreciates your services for the citizens of Mobile.

Sincerely,

John Paine
Purchasing Agent
City of Mobile

BID # 5845
FUEL (DIESEL)
18 OCT 2023
12:01 PM

	CAMPBELL OIL COMPANY	DAVISON FUELS + OIL	INDIGO ENERGY	MANSFIELD OIL COMPANY .0060 TERMS DISCOUNT	PETROLEUM TRADERS CORPORATION	RETIF OIL + FUEL, LLC	SARATOGA RACK MARKETING
MARGIN PRICE PER GALLON	.0087	.0350	.0521	.1035 .0975 WITH TERMS DISCOUNT	.0665	.0389	.0091

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 007

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
10/03/2023	**5845**	Various	As Specified

This bid must be received and stamped by the Purchasing office not later than: **12:01 PM, Wednesday, October 18, 2023**

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.

FUEL

The City of Mobile requests bids for:
#2 Diesel Clear on Road.

Prices on this bid are to remain firm for one (1) year from date of award. At the option of the City and the successful Vendor, the award may be extended for two (2) additional one (1) year periods.

Fuel must be delivered by the next day close of receiving hours. Hours are:

- 7:30 A.M. – 2:30 P.M., unless otherwise stated at time of order.
- 7:00 A.M. – 12:00 P.M. at Wave Transit location.

Delivery Tickets are required at the time of delivery. Ticket must state: Time and Date of delivery, Product, and Number of Gallons delivered. Fuel will be purchased at the Net Amount.

Exact quantity of fuel to be purchased is an estimate. The City does attempt to place orders for fuel as close to amount needed. The City does not guarantee exact quantity to be purchased.

The contract will be awarded to the Bidder having the lowest Mark-Up (margin) above the daily Oil Price Information Service (OPIS) prices. The City of Mobile uses the daily published State of Alabama OPIS prices, based off the "Rack Avg" pricing for the Montgomery, Alabama location. The margin is to include any and all charges, including profit and delivery charges, but must not include applicable taxes.

Purchase Orders will be paid by the daily OPIS Price (Day of Delivery of Fuel), the contracted Mark-Up (margin) price, and applicable taxes.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

The following are taxes that the City of Mobile pays on each gallon of fuel purchased:

Diesel:	AL Inspection Fee	.02
	AL Wholesale Oil License Fee	.0075
	AL Storage Tank Fee	.012
	Fed Exc. Lust Govt Tax	.001
	Fed Env Rec Fee (Oil Spill)	.00214
	Fed Superfund Fee Recovery	.0039
	TOTAL	.04654

It is the responsibility of the awarded Vendor to notify in writing on company letterhead if and when the Tax rates change.

The City of Mobile purchases the following type of fuel:
Diesel #2 (Ultra Low Sulfur) Clear on Road.

In the event fuel is delivered on a holiday (day that no Fuel Report is done), Vendors may charge the higher report price from the day before or the day after.

Specifications, Samples, Protocols, Analysis Reports:
Vendors may be required to submit Specifications, Samples, Protocols, and Analysis Reports, at no additional cost to the City. Information, if requested, must be supplied within five (5) business days.

Requests for Specifications, Samples, Protocols, and/or Analysis Reports may be made at any time prior to award or during the contract.

Analysis Reports must be performed by an independent laboratory that the City of Mobile chooses. If requested, failure to provide Specifications, Samples, Protocols, or Analysis Reports or to provide this information in a timely manner will result in bid rejection or contract cancellation.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

BAD FUEL:
If substantial proof is received that delivered fuel was not good, (i.e. contained materials damaging to Fuel Tanks) or that the product does not meet specifications, the Vendor will be notified and will have an opportunity to make good on the delivery and any damages that occurred from the bad fuel. Repeated offenses will result in contract cancellation and possible exclusion on future bids by a time period determined by the City of Mobile Purchasing Agent.

If a Vendor breaks contract with the City of Mobile on this fuel contract, it may be excluded from the next two (2) fuel bids.

PRICING:

Diesel #2 (Ultra Low Sulfur) Clear on Road
7500 Gallons per Delivery

_____
Margin Price per Gallon

The following are Locations, Numbers, and Sizes of Fuel Tanks for the City of Mobile:

Municipal Garage **770 Gayle St., Mobile, AL 36604**
3 each 10,000 Gallon Tanks
Below Ground

4th Precinct **8080 Airport Blvd., Mobile, AL 36608**
1 each 10,000 Gallon Tank
Above Ground

The Wave Transit **1224 West I-65 Svc. Rd., S., Mobile, AL 36606**
2 each 10,000 Gallon Tanks
Above Ground

The City of Mobile has the right to add delivery locations within Mobile City Police Jurisdiction.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

State any special conditions or ordering instructions:

No Bid Bond is required.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/.**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

Questions pertaining to this bid may be emailed to: purchasing@cityofmobile.org .

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

City of Mobile Business License is required. See Item 14 on Reverse of Page 1.

The City of Mobile does not accept Vendors' terms and conditions.

This bid must be signed and all pages returned including the terms and conditions on the Reverse of Page 1.

For additional information, contact:

purchasing@cityofmobile.org

CONTACT INFORMATION
(PLEASE PRINT)

COMPANY NAME _____

CONTACT NAME _____

COMPANY ADDRESS _____

_____

TELEPHONE NUMBER _____

FAX NUMBER _____

EMAIL _____

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of competed order.

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

BID #5624-FUEL

GASOLINE UNLEADED REGULAR E-10 87 OCTANE RATING
1000-8199 GALLONS PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.0387
DAVISON FUEL	0.11
MANSFIELD OIL **	0.3206
WARING OIL	13.5
OAGG, INC	3.6314

GASOLINE UNLEADED REGULAR E-10 87 OCTANE RATING
8200 GALLONS OR MORE PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.0052
MANSFIELD OIL **	0.0226
DAVISON FUEL	0.042
WARING OIL	13.5
OAGG, INC	3.6314

DIESEL #2 (ULTRA LOW SULFUR) CLEAR ON ROAD
1000-2000 GALLONS PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.3500
MANSFIELD OIL **	0.3502
DAVISON FUEL	0.15
WARING OIL	14.5
OAGG, INC	3.8736

GASOLINE UNLEADED 89% OCTANE RATING, 0% ETHANOL
1000-2000 GALLONS PER DELIVERY

PETROLEUM TRADERS	0.3500
DAVISON FUEL	0.15
WARING OIL	18.5
MANSFIELD OIL**	.3825
OAGG, INC	3.9755

** DISCOUNT .0025/20 DAYS FROM DATE OF RECEIPT OF GOODS.

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: ms Buyer: 007

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
10/14/2021	**5624**	Various	As Specified

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Thursday, October 28, 2021

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					

FUEL

The City of Mobile requests bids for:
Regular E-10 Unleaded Gasoline, #2 Diesel Fuels, and Unleaded Gasoline, 89 Octane, 0% Ethane.

Prices on this bid are to remain firm for one (1) year from date of award. At the option of the City and the successful Vendor, the award may be extended for two (2) additional one (1) year periods.

Fuel must be delivered by the next day close of receiving hours. Hours are: 7:30 A.M. – 2:30 P.M., unless otherwise stated at time of order.

Delivery Tickets are required at the time of delivery. Ticket must state: Time and Date of delivery, Product, and Number of Gallons delivered. Fuel will be purchased at the Net Amount.

Exact quantity of fuel to be purchased is an estimate. The City does attempt to place orders for fuel as close to amount needed. The City does not guarantee exact quantity to be purchased.

The contract will be awarded to the Bidder having the lowest Mark-Up (margin) above the daily Oil Price Information Service (OPIS) prices. The City of Mobile uses the daily published State of Alabama OPIS prices, based off the "Rack Avg" pricing for the Montgomery, Alabama location. The margin is to include any and all charges, including profit and delivery charges, but must not include applicable taxes.

Purchase Orders will be paid by the daily OPIS Price (Day of Delivery of Fuel), the contracted Mark-Up (margin) price, and applicable taxes.

	TOTAL		

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of completed order.

BID CONTINUATION SHEET

Page_____ of _____

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

The following are taxes that the City of Mobile pays on each gallon of fuel purchased:

Gasoline/E-10:	Al Inspection Fee	.02
	Al Trust Fund	.012
	Fed Lust	.001
	Fed Oil Spill E-10	.00214
	TOTAL	.03514

Diesel:	AL Inspection Fee	.02
	AL Wholesale Oil License Fee	.0075
	AL Storage Tank Fee	.012
	Fed Exc. Lust Govt Tax	.001
	Fed Env Rec Fee (Oil Spill)	.00214
	TOTAL	.04264

It is the responsibility of the awarded Vendor to notify in writing on company letterhead if and when the Tax rates change.

The City of Mobile purchases the following types of fuel:
Gasoline Unleaded Regular E-10 87 Octane Rating.
Gasoline may contain a maximum of 10% Ethanol.
Diesel #2 (Ultra Low Sulfur) Clear on Road.
Gasoline Unleaded 89 Octane, 0% Ethanol.

In the event fuel is delivered on a holiday (day that no Fuel Report is done), Vendors may charge the higher report price from the day before or the day after.

Specifications, Samples, Protocols, Analysis Reports:
Vendors may be required to submit Specifications, Samples, Protocols, and Analysis Reports, at no additional cost to the City. Information, if requested, must be supplied within five (5) business days.

Requests for Specifications, Samples, Protocols, and/or Analysis Reports may be made at any time prior to award or during the contract.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents

Analysis Reports must be performed by an independent laboratory that the City of Mobile chooses. If requested, failure to provide Specifications, Samples, Protocols, or Analysis Reports or to provide this information in a timely manner will result in bid rejection or contract cancellation.

BAD FUEL:
If substantial proof is received that delivered fuel was not good, (i.e. contained materials damaging to Fuel Tanks) or that the product does not meet specifications, the Vendor will be notified and will have an opportunity to make good on the delivery and any damages that occurred from the bad fuel. Repeated offenses will result in contract cancellation and possible exclusion on future bids by a time period determined by the City of Mobile Purchasing Agent.

If a Vendor breaks contract with the City of Mobile on this fuel contract, it may be excluded from the next two (2) fuel bids.

PRICING:
Gasoline Unleaded Regular E-10 87 Octane Rating
1000 – 8199 Gallons per Delivery

_____
Margin Price per Gallon

Gasoline Unleaded Regular E-10 87 Octane Rating
8200 Gallons or More per Delivery

_____
Margin Price per Gallon

Diesel #2 (Ultra Low Sulfur) Clear on Road
1000 – 2000 Gallons per Delivery

_____
Margin Price per Gallon

Gasoline Unleaded 89% Octane Rating, 0% Ethanol
1000 – 2000 Gallons per Delivery

_____
Margin Price per Gallon

TO BE AWARDED ON A PER ITEM BASIS.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.		Dollars	Cents	Dollars	Cents

The following are Locations, Numbers, and Sizes of Fuel Tanks for the City of Mobile:

Motor Pool **745 South Broad St., Mobile, AL 36604**
1 Ea. 10,000 Gallon Tank
(Unleaded, in ground)

Municipal Garage **770 Gayle St., Mobile, AL 36604**
2 Ea. 10,000 Gallon Tanks
(Unleaded, in ground)

1 Ea. 2000 Gallon Tank
(Unleaded, above ground, 0% Ethanol)

3rd Precinct **2165 St. Stephens Rd., Mobile, AL 36617**
1 Ea. 4,000 Gallon Tank
(Unleaded, above ground, Bobtail Delivery only)

Langan Park **4901 Museum Dr., Mobile, AL 36608**
1 Ea. 10,000 Gallon Tank
(Unleaded, above ground)
2 Ea. 1,000 Gallon Tanks
(Diesel, in ground)

4th Precinct **8080 Airport Blvd., Mobile, AL 36608**
1 Ea. 10,000 Gallon Tank
(Unleaded, above ground)

The Wave Transit **1224 West I-65 Svc. Rd., S., Mobile, AL 36606**
1 Ea. 1,200 Gallon Tank
(Unleaded, above ground)

Fire Station #7 **5525 Commerce Blvd., Mobile, AL 36619**
1 Ea. 2000 Gallon Tank
(Diesel, above ground)

The City of Mobile has the right to add delivery Locations within Mobile City Police Jurisdiction.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

BID CONTINUATION SHEET

Page_____ of _____

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

State any special conditions or ordering instructions:

No Bid Bond is required.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/.**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

Questions pertaining to this bid may be emailed to: purchasing@cityofmobile.org .

ITEM BASIS AWARD

				TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

City of Mobile Business License is required. See Item 14 on Reverse of Page 1.

The City of Mobile does not accept Vendors' terms and conditions.

This bid must be signed and all pages returned including the terms and conditions on the Reverse of Page 1.

For additional information, contact:

purchasing@cityofmobile.org

CONTACT INFORMATION
(PLEASE PRINT)

COMPANY NAME _____

CONTACT NAME _____

COMPANY ADDRESS _____

_____

TELEPHONE NUMBER _____

FAX NUMBER _____

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Dennis Aluminum Products for decorative aluminum sign posts and extensions for Traffic Engineering.
Cap Equip TIF decorative sign posts phase 2

Amount of Contract:

$279,450.00

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20231211 Dennis Agenda Package POs	Cover Memo	12/11/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/14/2023 - 2:34 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
2086	2024	(2060) TRAFFIC ENGINEERING	DECORATIVE ALUMINUM SIGN POSTS AND EXTENSIONS FOR TRAFFIC ENGINEERING (SEALED BID 5766)	$279,450.00	(44605) DENNIS ALUMINUM PRODUCTS

Adopted:

_____
City Clerk

Bill To	Requisition 00002086-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604
JOANNA.ARNETT@CITYOFMOBILE.ORG

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/17/23	00000				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER MY BID 5766 AND YOUR BID RESPONSE.			
001	POST SIGN, DECORATIVE, ALUMINUM, 3" O.D. X 12' LENGTH, WITH CASTINGS #8397, 8396, & 9539, TO HAVE ALODIZED FINISH POWDER COATED GLOSS BLACK. VENDOR TO PROVIDE DAP 12 DEC PC OR EQUAL. AS PER MY BID 5766 AND YOUR BID RESPONSE.	450.00 EACH	595.00000	267750.00
	Additional Description Notes			
	Ship in increments of 50			
	Vendor Item			
	Inventory Item/Loc 17177			
1	2000.80.00.0000.0000.0000.0000.0000.44020.			
	E C0922 .OPERSUPPLS. .			267750.00

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET

Bill To	Requisition 00002086-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 2

Vendor

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604
JOANNA.ARNETT@CITYOFMOBILE.ORG

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/17/23	00000				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36604			
002	POST, DECORATIVE SIGN ALUMINUM EXTENSION, 24" WITH 9/16" HOLES. 3 1/2" OD WITH 3/16 INCH WALL THICKNESS 9/16 HOLE DRILLED 8 INCHES FROM END OF PIPE. DECPEXTSTD. VENDOR TO PROVIDE DEP EXT STD OR EQUAL, WITH ALODIZED FINISH. AS PER MY BID 5766 AND YOUR BID RESPONSE. Additional Description Notes --- Ship in increments of 20. Vendor Item Inventory Item/Loc 17175	180.00 EACH	65.00000	11700.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0922 .OPERSUPPLS. .			11700.00

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Bill To	Requisition 00002086-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 3

Vendor

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604
JOANNA.ARNETT@CITYOFMOBILE.ORG

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/17/23	00000				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
Requisition Link				
	Requisition Total			279450.00

***** Project Ledger Summary Section *****

Account			Amount	Remaining Budget
E C0922	.OPERSUPPLS.	.	279450.00	70550.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	279450.00	13317382.48

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	11/27/23	JENNIFER WHITE	
Approved	11/27/23	BRENDA RHODES	
Approved	11/27/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	11/27/23	RELYA MALLORY	Auto approved by: 910511034
Approved	11/27/23	TAMMY BROADHEAD	Auto approved by: 910518820
Approved	11/27/23	EMILY NORTON	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5766

POST ALUMINUM

	VENDOR	POST ALUMINUM DAP12DEC WITH DECORATIVE BASE/COLLAR/TOP FINIAL	POST ALUMINUM DECORATIVE SIGN POST EXTENSION	
1	CONSOLIDATED ELECTRIC DISTRIBUTOR	NO BID	NO BID	
2	DENNIS ALUMINUM PRODUCTS	$ 595.00	$ 65.00	
3	OUTDOOR ALUMINUM	NO BID	NO BID	

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644

Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 005

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
01/31/2023	5766	Traffic Engineering	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: **12:01 PM, Friday, February 17, 2023**

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.		Dollars	Cents	Dollars	Cents
Appx 1–200	**POST ALUMINUM** **The following 2 items to be awarded All or None:** **Post Aluminum 12' Length as per the following and attached:** Decorative Aluminum Sign Posts complete as follows: • Posts shall be aluminum 12 foot long – 3 inch O.D. x .125 inch wall thickness. • Finish shall be alodized, suitable for painting. • Included in posts and installed on posts shall be a decorative base #8397. • A decorative collar #8396 and a decorative top finial #9539. • The decorative parts shall be installed on the posts using stainless steel set screws. • All necessary holes shall be drilled and tapped for installation. • Two 9/16 inch holes shall be drilled 18 inches from the bottom of the post and a 6 inch long 9/16 inch diameter rod shall be provided with each post for the City to insert at time of installation. • Post shall be alloy 6063-T6, full hard. • Complete poles shall be adequately wrapped to protect finish from damage during shipping and handling. • Complete specifications shall be submitted with bid. • All part numbers are from Dennis Aluminum. • No predrilled holes for signs. • Posts shall be powder coated gloss black before delivery to the City of Mobile. Dennis Aluminum #DAP12DEC or equal. Make _____ Model _____ Page 1 of 3					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 2 of 3					
Appx 1–200	Decorative Sign Post Extension. • Aluminum pipe Alloy 6063-T6 3 ½ inch O.D. with 3/16 inch wall thickness Alodized Finish. • 9/16 inch holes drilled for ½ inch Aluminum Rod. • 9/16 inch holes to be drilled 8 inches from end of the pipe. Make _____ Model _____					
	The following applies to all above items: The City reserves the right to request a sample(s) prior to award of this bid. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/** If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 3 of 3 State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. If you have any questions, please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org. No questions will be answered 5 days before bid opening. Vendor must include contact information with this bid. Pricing to be firm for a (6) six-month period following the award of this bid. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for (5) five additional (6) six-month periods.					
				TOTAL		

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

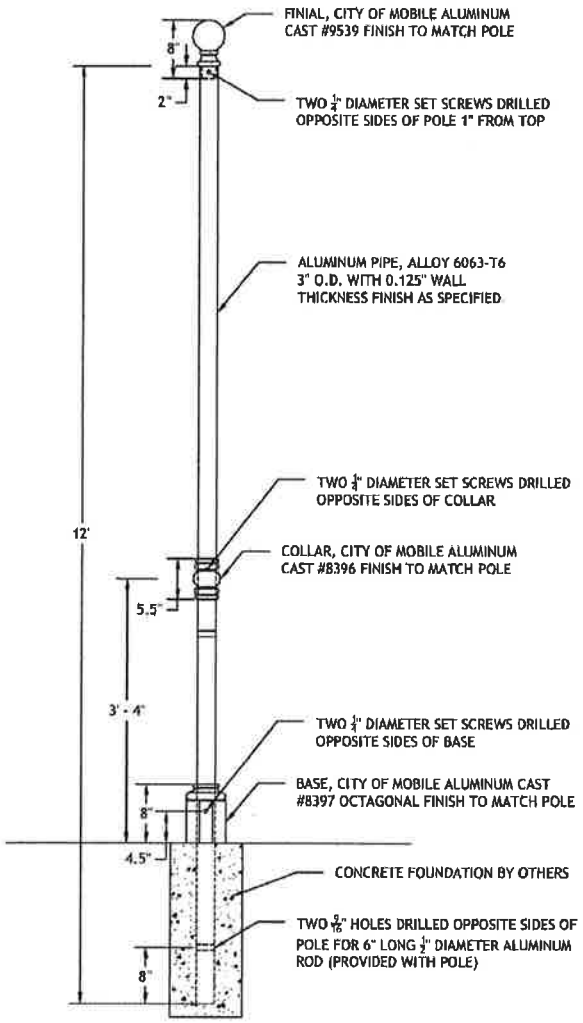
READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

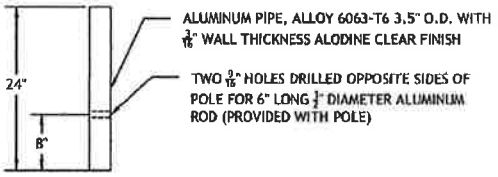
By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

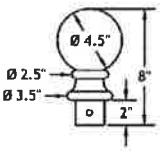
TYPE B DECORATIVE SIGN POST



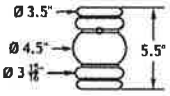
DECORATIVE SIGN POST EXTENSION



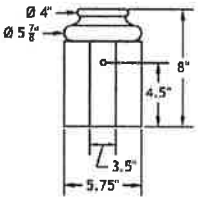
FINIAL



COLLAR



BASE



NOTES:

1. COMPLETE TYPE B SIGN POST INCLUDES PIPE, FINIAL, COLLAR, BASE, ROD AND SET SCREWS AS ILLUSTRATED. POST EXTENSION TO INCLUDE PIPE ONLY.
2. FINISH TO BE BLACK POWDER COATED
3. DECORATIVE FINIAL, COLLAR AND BASE TO BE CITY OF MOBILE CASTING. DIMENSIONS PROVIDED ABOVE ARE FOR ILLUSTRATIVE PURPOSES ONLY.
4. NO PREDRILLED HOLES FOR SIGNS.

CITY OF MOBILE, ALABAMA
TRAFFIC ENGINEERING DEPARTMENT

DECORATIVE SIGN POSTS
TYPE B

STANDARD DRAWING TE-2	SHEET 1 of 1	12/29/2020

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Galls LLC for ballistic rifle shields for MPD. Capital equipment.

Amount of Contract:

$150,820.00

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20231211 Galls Agenda Package POs	Cover Memo	12/11/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/14/2023 - 2:34 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
1557	2024	(1530) POLICE ADMIN SERVICES	BALLISTIC RIFLE SHIELDS FOR MPD (SEALED BID 5853)	$150,820.00	(070216) GALLS LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00001557-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 910520704 Status: Approved Page 1

Vendor	Ship To
GALLS LLC P O BOX 71628 CHICAGO, IL 60694-1628 Tel#859-266-7227 Fax 859-269-3492	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/23	070216				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes ---			
	AS PER MY BID #5853 AND YOUR QUOTE			
001	BALLISTIC RIFLE SHIELD 20 X 30 SHIELD WITH VIEWPORT Specifications for Small Ballistic Shields Shield height is not to exceed or be less than 30.4 inches Shield width at lower arm cut outs is not to exceed or be less than 20.2 inches Shield width at upper arm cut outs is not to exceed or be less than 19.1 inches Shield thickness is not to exceed or be less than .92 inches Shield must be NIJ Level III complaint with Special ballistic ratings to handle the following additional ballistic rounds; 7.62x51mm, 149-grain M80 7.62x39mm, 123-grain PS Ball/MSC 5.56x45mm, 55grain M193 Ball Additional Description Notes ---	22.00 EACH	5785.00000	127270.00
	VENDOR TO PROVIDE MAKE: POINT BLANK MODEL: VANGUARD SH3OASVSV1H2L0			

Bill To	Requisition 00001557-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 910520704 Status: Approved Page 2

Vendor	Ship To
GALLS LLC P O BOX 71628 CHICAGO, IL 60694-1628 Tel#859-266-7227 Fax 859-269-3492	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/23	070216				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.47010. E E0159 .CAPEQUIPMT. .			127270.00

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

002	BALLISTIC RIFLE SHIELD 21 X 36 SHIELD WITH VIEWPORT AND LIGHT Specifications for Large Ballistic Shields Shield must be produced in an ISO 9000 & AS9100 certified facility Shield height is not to exceed or be less than 35.7 inches Shield width at lower arm cut outs is not to exceed or be less than 21 inches Shield width at upper arm cut outs is not to exceed or be less than 19.1 inches Shield thickness is not to exceed or be less than .92 inches Shield must be NIJ Level III complaint with Special ballistic ratings to handle the following additional	3.00 EACH	7850.00000	23550.00

Bill To	Requisition 00001557-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
GALLS LLC	POLICE HEADQUARTERS
P O BOX 71628	2460 GOVERNMENT STREET
	MOBILE, AL 36606
CHICAGO, IL 60694-1628	
Tel#859-266-7227 Fax 859-269-3492	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/23	070216				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	ballistic rounds; 7.62x51mm, 149-grain M80 7.62x39mm, 123-grain PS Ball/MSC 5.56x45mm, 55grain M193 Ball Shield weight is not to exceed or be less than 18.1 lbs Shield front Viewport from strike face to rear safe side handle is not to exceed or be less than 5.54 inches Shield must have light mounted to strike face under viewport with three operational configurations- Continuous on, Intermittent and strobe Light must not exceed or be less than 1, 200 lumens			
	Additional Description Notes			

	VENDOR TO PROVIDE MAKE: POINT BLANK MODEL: VANGUARD SH3OASVLV1H1L1			
1	2000.80.00.0000.0000.0000.0000.0000.47010.			
	E E0159 .CAPEQUIPMT. .			22530.00
2	1000.30.15.1530.1530.1530.0000.0000.44020.			1020.00

Bill To	Requisition 00001557-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 910520704 Status: Approved Page 4

Vendor	Ship To
GALLS LLC P O BOX 71628 CHICAGO, IL 60694-1628 Tel#859-266-7227 Fax 859-269-3492	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/23	070216				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			

Requisition Link

Requisition Total 150820.00

***** Project Ledger Summary Section *****

Account			Amount	Remaining Budget
E E0159	.CAPEQUIPMT.	.	149800.00	200.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.30.15.1530.1530.1530.0000.0000.44020.	1020.00	13317382.48
POLICE ADMIN SERVICES EXP OPERATING SUPPLIES		
2000.80.00.0000.0000.0000.0000.0000.47010.	149800.00	13317382.48
CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	12/08/23	JOHN PAINE	Requisition item removed chang
Forward	11/03/23	JAMES BARBER	Automatic Forward to 910519885

Bill To	Requisition 00001557-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
GALLS LLC	POLICE HEADQUARTERS
P O BOX 71628	2460 GOVERNMENT STREET
	MOBILE, AL 36606
CHICAGO, IL 60694-1628	
Tel#859-266-7227	
Fax 859-269-3492	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/23	070216				POLICE ADMIN SERVICES

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	11/03/23	RODNEY GREELEY		Auto approved by: 910519885	
	Approved	11/03/23	JOSEPH KENNEDY		Auto approved by: 910519885	
	Approved	11/03/23	Brandi Montgomery			
	Approved	11/03/23	WILLIAM JACKSON		Auto approved by: 910519885	
	Approved	11/03/23	PAUL PRINE		Auto approved by: 910519885	
	Approved	11/03/23	WILLIAM REED		Auto approved by: 910519885	
	Forward	12/08/23	JAMES BARBER		Automatic Forward to 910519885	
	Approved	12/08/23	RODNEY GREELEY		Auto approved by: 910519885	
	Approved	12/08/23	JOSEPH KENNEDY		Auto approved by: 910519885	
	Approved	12/08/23	Brandi Montgomery			
	Approved	12/08/23	WILLIAM JACKSON		Auto approved by: 910519885	
	Approved	12/08/23	PAUL PRINE		Auto approved by: 910519885	
	Approved	12/08/23	WILLIAM REED		Auto approved by: 910519885	
	Approved	11/03/23	BRENDA RHODES		Auto approved by: 910514227	
	Approved	11/03/23	TIFFANY HOLLINS			
	Approved	11/03/23	RELYA MALLORY		Auto approved by: 910514227	
	Approved	12/11/23	BRENDA RHODES		Auto approved by: 910514227	
	Approved	12/11/23	TIFFANY HOLLINS			
	Approved	12/11/23	RELYA MALLORY		Auto approved by: 910514227	
	Approved	12/11/23	DONALD ROSE		Auto approved by: 910520704	
	Approved	12/11/23	SANDRA LEWIS		Auto approved by: 910520704	
	Approved	12/11/23	STEVEN KRONINGER		Auto approved by: 910520704	
	Approved	12/11/23	SAMANTHA COOLEY			
	Approved	12/11/23	JOHN PAINE		Auto approved by: 910520704	
	Approved	12/11/23	MICHAEL SPAFFORD		Auto approved by: 910520704	

Authorized By: _____ Date: _____
Signature

BID TABULATION

CITY OF MOBILE

BID NO.: 5853

BALLISTIC RIFLE SHIELDS
POLICE

Bid Date: 12/07/2023

BID QUANTITIES			SAFARILAND, LLC (84) DAYS)		GALLS, LLC (60 DAYS)		PALISADES GROUP LLC (65 DAYS)		LAWMEN'S & SHOOTERS SUPPLY		SUNBELT FIRE		NAFCO	
ITEM DESCRIPTION	Qty.	UNIT	UNIT AMOUNT	BID	UNIT AMOUNT	BID	UNIT AMOUNT	BID	UNIT AMOUNT	BID	UNIT AMOUNT	BID	UNIT AMOUNT	BID
BALLISTIC RIFLE SHIELD 20X 30 SHIELD WITH VIEWPORT	22	EA	5800	$ 127,600.00	5785	$ 127,270.00	7900	$ 173,800.00	NO BID		NO BID		NO BID	
BALLISTIC RIFLE SHIELD 21X36 SHIELD WITH VIEWPORT AND LIGHT	3	EACH	6600	$ 19,800.00	7850	$ 23,550.00	6700	$ 20,100.00						

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 009

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
11/21/2023	5853	POLICE	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Thursday, December 7, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					

APPX 1-50	**BALLISTIC RIFLE SHIELD**
	BALLISTIC RIFLE SHIELD 20 X 30 SHIELD WITH VIEWPORT
	Specifications for Ballistic Rifle Shields as Follows:
	• Shield must be produced in an ISO 9000 & AS9100 certified facility.
	• Shield height is not to exceed or be less than 30.4 inches
	• Shield width at lower arm cut outs is not to exceed or be less than 20.2 inches
	• Shield width at upper arm cut outs is not to exceed or be less than 19.1 inches
	• Shield thickness is not to exceed or be less than .92 inches
	• Shield must be NIJ Level III complaint with Special ballistic ratings to handle the following additional ballistic rounds;
	  ○ 7.62x51mm, 149-grain M80
	  ○ 7.62x39mm, 123-grain PS Ball/MSC
	  ○ 5.56x45mm, 55grain M193 Ball
	• Shield must have arm cut outs
	• Shield must have conical designed strike face hardware
	• Shield must have steel reinforced Viewport
	• Shield must have steel reinforced hardware
	• Shield must have PE materials 100% made in the US
	• Shield weight is not to exceed or be less than 14.8 lbs
	• Shield front Viewport from strike face to rear safe side handle is not to exceed or be less than 5.54 inches
	
	Make_____Model_____
	
	Upon award the City will purchase a minimum of 22 items.					

			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

APPX
1-50

BALLISTIC RIFLE SHIELD 21 X 36 SHIELD WITH VIEWPORT AND LIGHT

Specifications for Large Ballistic Shields

- Shield must be produced in an ISO 9000 & AS9100 certified facility
- Shield height is not to exceed or be less than 35.7 inches
- Shield width at lower arm cut outs is not to exceed or be less than 21 inches
- Shield width at upper arm cut outs is not to exceed or be less than 19.1 inches
- Shield thickness is not to exceed or be less than .92 inches
- Shield must be NIJ Level III complaint with Special ballistic ratings to handle the following additional ballistic rounds;
  - 7.62x51mm, 149-grain M80
  - 7.62x39mm, 123-grain PS Ball/MSC
  - 5.56x45mm, 55grain M193 Ball
- Shield must have arm cut outs
- Shield must have conical designed strike face hardware
- Shield must have steel reinforced Viewport
- Shield must have steel reinforced hardware
- Shield must have PE materials 100% made in the US
- Shield weight is not to exceed or be less than 18.1 lbs
- Shield front Viewport from strike face to rear safe side handle is not to exceed or be less than 5.54 inches
- Shield must have light mounted to strike face under viewport with three operational configurations- Continuous on, Intermittent and strobe
- Light must not exceed or be less than 1,200 lumens
- Handle hardware must mount through light on strike face

Make_____Model_____

Upon award the City will purchase a minimum of 3 items.

QUANTIES LISTED ARE APPROXIMATIONS.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required.
See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx.
Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed.
(Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

Pricing to be firm for a period of six (6) months after the award of this bid.
At the option of the successful bidder and the City of Mobile, the awarded bid may be extended for up to five (5) additional six (6) month periods.

If you have any questions, please contact the Purchasing Department at purchasing@cityofmobile.org. Questions are not to be directed to a department. Any answers received not via purchasing@cityofmobile.org are not official and will not be honored.

TO BE AWARDED ON AN ITEM BASIS

	TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of competed order.

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Strachan Services, Inc, for tank repairs to 2000 Ford LT7501 Water Wagon water truck.
Fleet capital.

Amount of Contract:

$23,116.73

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20231212 Strachan Agenda Package POs	Cover Memo	12/12/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/14/2023 - 2:34 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
14747	2023	(2050) FLEET MANAGEMENT-GARAGE	TANK REPAIRS TO 2000 FORD LT7501 WATER WAGON (BELOW BID AMOUNT)	$23,116.73	(198343) STRACHAN SERVICES INC

Adopted:

_____
City Clerk

Bill To	Requisition 00014747-00 FY 2023
ACCOUNTS PAYABLE	PO 23013820
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer: 9105spam
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
STRACHAN SERVICES INC	MUNICIPAL GARAGE
1878 9TH STREET	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36615	
Tel#251-432-2666	Delivery Reference
Fax 251-433-3632	CHARLES SUMRALL

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/06/23	198343				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	NGPO#:PO-02216			
001	01468-WATER TANK REPAIR	1.00 LOT	13433.45000	13433.45
	Additional Description Notes			
	SANDBLAST AND LINE INSIDE OF WATER TANK			
	ESTIMATE # 1767, 7/25/23			
1	7000.40.20.0000.0000.2070.0000.0000.45050.			13433.45
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Deliver To			

Requisition Link

Requisition Total 13433.45

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45050.	13433.45	25233215.46
MOTOR POOL EXP REPAIR PARTS		

***** Approval/Conversion Info *****

Bill To	Requisition 00014747-00 FY 2023
ACCOUNTS PAYABLE	PO 23013820
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer: 9105spam
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor	Ship To
STRACHAN SERVICES INC	MUNICIPAL GARAGE
1878 9TH STREET	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36615	
Tel#251-432-2666	Delivery Reference
Fax 251-433-3632	CHARLES SUMRALL

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/06/23	198343				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Activity	Date	Clerk	Qty	Unit Price	Net Price	Comment
		Approved	09/11/23	CHARLES SUMRALL				Approve repairs
		Approved	09/11/23	SHONNDA SMITH				
		Approved	09/11/23	JAMES DELAPP				Auto approved by: 910518244
		Approved	09/11/23	CHERI BOUCHER				Auto approved by: 910518244
		Approved	09/11/23	CASI CALLAWAY				Auto approved by: 910518244
		Approved	09/12/23	DONALD ROSE				Auto approved by: 9105spam
		Approved	09/12/23	SANDRA LEWIS				Auto approved by: 9105spam
		Approved	09/12/23	STEVEN KRONINGER				Auto approved by: 9105spam
		Approved	09/12/23	SAMANTHA COOLEY				Auto approved by: 9105spam
		Approved	09/12/23	JOHN PAINE				Auto approved by: 9105spam
		Approved	09/12/23	MICHAEL SPAFFORD				

Authorized By: _____ Date: _____
Signature

WO# 04141

Strachan Services, Inc.

1878 9th St.
Mobile, AL 36615
(251) 432-2666

Estimate

Date	Estimate #
7/25/2023	1767

Name / Address
City of Mobile (Acct. Pay) P.O. Box 1948 Mobile, AL 36633

Project

Item	Description	Qty	Cost	Total
	Asset # 33386			
Labor	Sandblast and line inside of water tank truck.	64	125.00	8,000.00
Misc Parts	Industrial Liner (Two Coats) This is an estimated quantity	24	98.46	2,363.04
Paint/Body Supplies		1	120.00	120.00
Misc Parts	Blast Media This is an estimated quantity	20	21.52	430.40
Shop Supplies	Rental Safety Equipment	1	400.00	400.00
Misc Supplies	Ventilation Rental	1	2,120.01	2,120.01

Chad Simmons 9-6-23

Subtotal	$13,433.45
Sales Tax (0.0%)	$0.00
Total	$13,433.45

CITY OF MOBILE
PURCHASING DEPARTMENT
P.O. Box 1948 MOBILE, ALABAMA 36633
PHONE - (251) 208-7434
FAX - (251) 208-7430

Purchase Order

Fiscal Year 2023 Page: 1 of: 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # 23013820-01

No invoice will be considered without purchase order number on the invoice. No changes, substitutions, or increase in prices without permission of the City of Mobile Purchasing Department.

BILL TO
City of Mobile
Accounts Payable
P.O. Box 389
Mobile, AL 36601

VENDOR
STRACHAN SERVICES INC
1878 9TH STREET
MOBILE, AL 36615

SHIP TO
See Shipping Information Below

Vendor Phone Number	Vendor Fax Number	Buyer Name	Requisitioner Name Department
251-432-2666	251-433-3632	MICHAEL SPAFFORD	WEB SERVICE USER ACCOUNT - FLEET…

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
09/12/2023	198343			FLEET MANAGEMENT-GARAGE

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	REPAIR - ASSET 33386 2000 FORD LT7501 WATER WAGON				
1	01468-WATER TANK REPAIR Ship To: MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 NGPO#:PO-02216	1.0	LOT	$18,027.77	$18,027.77

CHANGE ORDER

By: _____
Purchasing Agent

VENDOR COPY

PO Total **$18,027.77**

Strachan Services, Inc.

1878 9th St.
Mobile, AL 36615
(251) 432-2666

Estimate

Date	Estimate #
10/3/2023	1767

Name / Address
City of Mobile (Acct. Pay) P.O. Box 1948 Mobile, AL 36633

Project

Item	Description	Qty	Cost	Total
	Asset # 33386 REVISED ESTIMATE			
Labor	Sandblast and line inside of water tank truck.	98	125.00	12,250.00
Misc Parts	Industrial Liner (Two Coats) This is an estimated quantity	24	98.46	2,363.04
Paint/Body Supplies		1	120.00	120.00
Misc Parts	Blast Media This is an estimated quantity	36	21.52	774.72
Shop Supplies	Rental Safety Equipment	1	400.00	400.00
Misc Supplies	Ventilation Rental	1	2,120.01	2,120.01

John Evans 10-4-2023

Subtotal	$18,027.77
Sales Tax (0.0%)	$0.00
Total	$18,027.77

Strachan Services, Inc.

1878 9th St.
Mobile, AL 36615
(251) 432-2666

Estimate

Date	Estimate #
11/20/2023	1767

Name / Address
City of Mobile (Acct. Pay) P.O. Box 1948 Mobile, AL 36633

Project

Item	Description	Qty	Cost	Total
	Asset # 33386 2ND REVISED ESTIMATE			
Labor	Sandblast and line inside of water tank truck.	128	125.00	16,000.00
Misc Parts	Industrial Liner (Three Coats)	18	189.00	3,402.00
Paint/Body Supplies		1	220.00	220.00
Misc Parts	Blast Media	36	21.52	774.72
Shop Supplies	Rental Safety Equipment	1	600.00	600.00
Misc Supplies	Ventilation Rental	1	2,120.01	2,120.01

John Evans 11-27-2023

Subtotal	$23,116.73
Sales Tax (0.0%)	$0.00
Total	$23,116.73

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to UJ Chevrolet Co Inc for wreck repairs to 2021 Chevrolet Tahoe SUV.
Fleet capital.

Amount of Contract:

$17,959.54

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20231212 UJ Agenda Package POs	Cover Memo	12/12/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/14/2023 - 2:35 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
4423	2023	(2050) FLEET MANAGEMENT-GARAGE	WRECK REPAIRS TO 2021 CHEVROLET TAHOE (BELOW BID REQUIREMENT)	$17,959.54	(210000) UJ CHEVROLET CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00004423-00 FY 2023
MUNICIPAL GARAGE	PO 23003855
770 GAYLE STREET	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45050.
MOBILE, AL	Review:
36604	Buyer: 9105spam
	Status: Converted Page 1

Vendor	Ship To
U J CHEVROLET CO INC	MUNICIPAL GARAGE
7581 AIRPORT BLVD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36608	SHERRIL.DOWNEY@CITYOFMOBILE.ORG
Tel#251-633-3321	Delivery Reference
Fax 251-452-0066	DERRICK HILL
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/13/23	210000				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
001	REPAIR REAR WRECK DAMAGE	1.00 LOT	13318.44000	13318.44

Additional Description Notes

QUOTE # 117390209, 1/12/23

1 7000.40.20.0000.0000.2070.0000.0000.45050. 13318.44

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
DERRICK HILL

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Work Order: 181173
Work Order Task: 1

Requisition Link

Requisition Total 13318.44

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45050.	13318.44	22023856.30

MOTOR POOL EXP REPAIR PARTS

Bill To	Requisition 00004423-00 FY 2023
MUNICIPAL GARAGE	PO 23003855
770 GAYLE STREET	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45050.
MOBILE, AL	Review:
36604	Buyer: 9105spam
	Status: Converted Page 2

Vendor	Ship To
U J CHEVROLET CO INC	MUNICIPAL GARAGE
7581 AIRPORT BLVD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36608	SHERRIL.DOWNEY@CITYOFMOBILE.ORG
Tel#251-633-3321	Delivery Reference
Fax 251-452-0066	DERRICK HILL
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/13/23	210000				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	01/17/23	CHARLES SUMRALL	Reviewed and approve
Approved	01/17/23	KINA ANDREWS	Auto approved by: 910520042
Approved	01/17/23	JAMES DELAPP	Auto approved by: 910520042
Approved	01/17/23	CASI CALLAWAY	Auto approved by: 910520042
Approved	01/17/23	MARC VASSALLO	
Approved	01/17/23	DONALD ROSE	Auto approved by: 9105spam
Approved	01/17/23	SANDRA LEWIS	Auto approved by: 9105spam
Approved	01/17/23	KAREN NAMAN	Auto approved by: 9105spam
Approved	01/17/23	JOHN PAINE	Auto approved by: 9105spam
Approved	01/17/23	MICHAEL SPAFFORD	

Authorized By: _____ Date: _____
Signature

REQUISITION

City of Mobile Garage

☐ NON-STOCKED PART(S) ☐ VENDOR SERVICE

W.O.# 181173-1	SN/VIN#		
MAKE Chev	MODEL Tahoe	21	YR.
ASSET# 76623	MECHANIC / SUPV. D.H.11		

QTY	PART NUMBER	DESCRIPTION
		Repair Rear Wreck Damage per quote $13,318.44
		UJ Chevrolet

PARTS CLERK	DATE	TIME
PARTS BUYER	DATE	TIME
G#		UJ Chev 210000
AP# 4423		
PARTS BUYER	DATE	TIME

MG23 (REV. 6/02)

181173-1
76623

4423

U-J CHEVROLET
CHEVY CITY
"MOBILE'S OLDEST GM DEALER"

U - J CHEVROLET

"MOBILE'S OLDEST GM DEALER"
7581 AIRPORT BLVD., PO BOX 850189, MOBILE, AL 36608
Phone: (251) 633-3321
FAX: (251) 544-4453

Workfile ID: d1adcb24
PartsShare: 774CqK
Federal ID: 63-0268427

Preliminary Estimate

Customer: CITY OF MOBILE

Job Number: 562969

Written By: Dale McManus

Insured:	CITY OF MOBILE	Policy #:		Claim #:	76623
Type of Loss:		Date of Loss:		Days to Repair:	0
Point of Impact:	07 Left Rear				

Owner:
CITY OF MOBILE

Inspection Location:
U - J CHEVROLET
7581 AIRPORT BLVD.
PO BOX 850189
MOBILE, AL 36608
Repair Facility
(251) 633-3321 Business

Insurance Company:

VEHICLE

2021 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHITE

VIN:	1GNSCLED7MR458897	Interior Color:	BLACK	Mileage In:	11,021	Vehicle Out:	
License:	7108MU	Exterior Color:	WHITE	Mileage Out:			
State:	AL	Production Date:	8/2021	Condition:	Good	Job #:	562969

TRANSMISSION
Automatic Transmission
Overdrive

POWER
Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
Power Passenger Seat

DECOR
Dual Mirrors
Privacy Glass
Console/Storage

CONVENIENCE
Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Telescopic Wheel
Climate Control
Dual Air Condition
Backup Camera
Parking Sensors

RADIO
AM Radio
FM Radio
Stereo
Search/Seek
Auxiliary Audio Connection

SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Communications System
Hands Free Device
Xenon or L.E.D. Headlamps
Positraction
Lane Departure Warning

ROOF
Luggage/Roof Rack

SEATS
3rd Row Seat

WHEELS
Aluminum/Alloy Wheels

PAINT
Clear Coat Paint

TRUCK
Trailer Hitch
Trailering Package
Running Boards/Side Steps

Customer: CITY OF MOBILE **Job Number: 562969**

2021 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHITE

Line		Oper	Description	Part Number	Qty	Extended Price $		Labor	Paint
1	**VEHICLE DIAGNOSTICS**								
2	*	Rpr	Pre-repair scan				m	1.0 M	
3	*	Rpr	Post-repair scan				m	1.0 M	
4	**REAR BUMPER**								
5			O/H rear bumper					3.2	
6		Repl	Bumper cover	87814042	1	749.90		Incl.	3.0
7			Add for Clear Coat						1.2
8	#	Refn	Prep Unprimed Bumper						0.7
9		Repl	Molding chrome	84371054	1	124.03		Incl.	
10		Repl	Lower cover single exhaust	84805324	1	391.08		Incl.	
11		Repl	LT Guide bracket	84856698	1	31.38		0.1	
12		Repl	Step pad	84286523	1	78.83		Incl.	
13		Repl	Impact bar	85112463	1	754.78		0.3	
14		Repl	LT Reflector w/o KC markings	84239330	1	21.38		Incl.	
15		Repl	Support bracket	84701985	1	27.98			
16		Repl	Harness manual lift gate, w/trlr tire press w/blind spot	84813528	1	136.69		Incl.	
17		Repl	LT Object sensor	84852645	1	177.42	m	Incl.	
18	**REAR LAMPS**								
19		Repl	LT Tail lamp	84849416	1	618.82		Incl.	
20	**LIFT GATE**								
21		Repl	Lift gate	84806965	1	1,370.05		4.8	3.6
22			Add for Clear Coat						1.4
23	#	Rpr	Add To Transfer Lights					1.0	
24	#	Subl	Transfer Glass		1	120.00	X		
25	#	Repl	URETHANE KIT		1	25.00			
26	**WHEELS**								
27		R&I	Spare Spare wheel					0.3	
28	**REAR BODY**								
29		Repl	Rear body panel (HSS)	84938718	1	571.12		9.2	1.5
30			Deduct for Rear Bumper R&I					-1.1	
31			Add for Clear Coat						0.3
32			Overlap Major Non-Adj. Panel						-0.2
33	**	Repl	A/M 3M-8115 SEAM SEALER		1	24.77		1.0	
34	*	Rpr	Rear floor pan (HSS)					2.5	1.5
35	#	Refn	Base Coat Reduction						-0.5
36	**PILLARS, ROCKER & FLOOR**								
37		Sect	LT Uniside assy quarter panel cut window opening	85595978	1	1,721.23	s	18.5	3.2
38			Overlap Major Adj. Panel						-0.4
39			Add for Clear Coat						0.6
40			Deduct for Rear Bumper R&I					-1.1	
41	#	Subl	R&I Lt Quarter Glass		1	120.00	X		

Customer: CITY OF MOBILE **Job Number: 562969**

2021 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHITE

42	#	Repl	URETHANE KIT		1	25.00			
43	#	R&I	Interior Trim Seats Trim Panels In Storage Area					4.0	
44	**REAR DOOR**								
45		Blnd	LT Door shell w/o body side moldings						1.1
46		R&I	LT Belt molding chrome					0.3	
47		R&I	LT Upper molding chrome					0.2	
48		R&I	LT Front applique					0.2	
49		R&I	LT Rear applique					0.2	
50		R&I	LT Door glass GM w/privacy tint					0.5	
51		R&I	LT Window regulator					0.4	
52	*	R&I	LT Handle, outside w/o chrome					0.4	
53		R&I	LT R&I trim panel					0.4	
54		Repl	LT Rear w'strip	84741545	1	42.28		0.1	
55	#	Rpr	REMOVE STRIPES & DECALS					1.5	
56	#	Rpr	Set Up & Measure					2.0	
57	#	Rpr	Rough Pull					3.0	F
58	#	Repl	COVER CAR FOR PROTECTION		1	12.00	X		
59				OTHER CHARGES					
60	#			E.P.C.	1	5.00			
				SUBTOTALS		**7,148.74**		**53.9**	**17.0**

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				6,891.74
Body Labor	48.9 hrs	@	$ 70.00 /hr	3,423.00
Paint Labor	17.0 hrs	@	$ 70.00 /hr	1,190.00
Mechanical Labor	2.0 hrs	@	$ 90.00 /hr	180.00
Frame Labor	3.0 hrs	@	$ 150.00 /hr	450.00
Paint Supplies	17.0 hrs	@	$ 45.00 /hr	765.00
Body Supplies	53.9 hrs	@	$ 3.00 /hr	161.70
Miscellaneous				252.00
Other Charges				5.00
Subtotal				13,318.44
Grand Total				**13,318.44**
Deductible				0.00
CUSTOMER PAY				**0.00**
INSURANCE PAY				**13,318.44**

MyPriceLink Estimate ID / Quote ID:
1035238400786964480 / 117390209

Jolis Evans 1-13-2023

Customer: CITY OF MOBILE **Job Number: 562969**

2021 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHITE

THE ESTIMATE IS BASED ON VISUAL INSPECTION. ANY ADDITIONAL CHARGES FOR WORN OR DAMAGED PARTS WILL BE THE RESPONSIBILITY OF THE PAYING PARTY. ALL PARTS PRICES ARE SUBJECT TO CHANGE. PLEASE REMOVE PERSONAL ITEMS FROM YOUR VEHICLE. WE ARE NOT RESPONSIBLE FOR PERSONAL ITEMS LEFT IN VEHICLE.
THANK YOU FOR YOUR BUSINESS!

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF AFTERMARKET CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. THE AFTERMARKET CRASH PARTS USED IN THE PREPARATION OF THIS ESTIMATE ARE WARRANTED BY THE MANUFACTURER OR DISTRIBUTOR OF SUCH PARTS RATHER THAN THE MANUFACTURER OF YOUR VEHICLE.

Customer: CITY OF MOBILE **Job Number: 562969**

2021 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHITE

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR1GC21, CCC Data Date 01/10/2023, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2023 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:
m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:
D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:
Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:
BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

CITY OF MOBILE BODY SHOP

901 KELLY ST., MOBILE, AL 36604
Phone: (251) 208-2885
FAX: (251) 208-2889

Workfile ID: 520923ca
PartsShare: 76RbFM

Preliminary Estimate

Customer: 76623, police

Job Number:

Written By: DERRICK HILL

Insured: 76623, police
Type of Loss:
Point of Impact:

Policy #:
Date of Loss: 12/20/2022 12:00 AM

Claim #:
Days to Repair: 0

Owner:
76623, police

Inspection Location:
CITY OF MOBILE BODY SHOP
901 KELLY ST.
MOBILE, AL 36604
Repair Facility
(251) 208-2885 Day

Insurance Company:

VEHICLE

2021 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection

VIN: 1GNSCLED7MR458897
License:
State: AL

Interior Color:
Exterior Color:
Production Date:

Mileage In:
Mileage Out:
Condition:

Vehicle Out:
Job #:

TRANSMISSION
Automatic Transmission
Overdrive

POWER
Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
Power Passenger Seat

DECOR
Dual Mirrors
Privacy Glass
Console/Storage

CONVENIENCE
Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Telescopic Wheel
Climate Control
Dual Air Condition
Backup Camera
Parking Sensors

RADIO
AM Radio
FM Radio
Stereo
Search/Seek
Auxiliary Audio Connection

SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Communications System
Hands Free Device
Xenon or L.E.D. Headlamps
Positraction
Lane Departure Warning

ROOF
Luggage/Roof Rack

SEATS
3rd Row Seat

WHEELS
Aluminum/Alloy Wheels

PAINT
Clear Coat Paint

TRUCK
Trailer Hitch
Trailering Package
Running Boards/Side Steps

Customer: 76623, police

Job Number:

2021 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection

Line	Oper	Description	Part Number	Qty	Extended Price $	Labor	Paint
1	**REAR BUMPER**						
2		O/H rear bumper				3.2	
3	Repl	Bumper cover	84806239	1	749.90	Incl.	3.0
4		Add for Clear Coat					1.2
5	Repl	Step pad	84286523	1	77.28	Incl.	
6	Repl	Molding silver	84371056	1	121.60	Incl.	
7	Repl	Support bracket	84701985	1	27.98		
8	Repl	Lower cover single exhaust	84805324	1	377.85	Incl.	
9	Repl	Access cover	85139540	1	58.75	Incl.	
10	Repl	LT Reflector w/o KC markings	84239330	1	20.97	Incl.	
11	Repl	Impact bar	85112463	1	739.98	0.3	
12	Repl	RT Guide bracket	84856699	1	33.67	0.1	
13	Repl	LT Guide bracket	84856698	1	30.77	0.1	
14	Repl	Harness manual lift gate, w/o trlr tire press w/o blind spot	84813519	1	95.82	Incl.	
15	Repl	Park sensor	84586217	1	59.38 m	Incl.	0.2
16	**REAR LAMPS**						
17	Repl	LT Tail lamp	84849416	1	606.68	Incl.	
18	**LIFT GATE**						
19	Repl	Lift gate	84806965	1	1,343.18	4.8	3.6
20	Repl	Applique panel type 1	84939106	1	299.63	Incl.	1.6
21	**REAR BODY**						
22	Repl	Rear body panel (HSS)	84938718	1	571.12	9.2	1.5
23		Overlap Major Non-Adj. Panel					-0.2
24		Deduct for Rear Bumper R&I				-1.1	
25	**PILLARS, ROCKER & FLOOR**						
26	Repl	LT Uniside assy	85595978	1	1,687.48 s	32.7	8.0
27		Overlap Major Adj. Panel					-0.4
28		Deduct for Rear Bumper R&I				-1.1	
29		Clear Coat					2.5
30	**QUARTER PANEL**						
31	Repl	LT Wheelhouse liner	84856835	1	125.83	0.3	
			SUBTOTALS		**7,027.87**	**48.5**	**21.0**

Customer: 76623, police

Job Number:

2021 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				7,027.87
Body Labor	48.5 hrs	@	$ 54.00 /hr	2,619.00
Paint Labor	21.0 hrs	@	$ 54.00 /hr	1,134.00
Paint Supplies	22.1 hrs	@	$ 36.00 /hr	795.60
Body Supplies	47.5 hrs	@	$ 36.00 /hr	1,710.00
Subtotal				13,286.47
Grand Total				**13,286.47**

MyPriceLink Estimate ID / Quote ID:

1034509829307113472 / 116413178

CITY OF MOBILE BODY SHOP

901 KELLY ST., MOBILE, AL 36604
Phone: (251) 208-2885, Fax: (251) 208-2889

Image Report

Owner:	76623, police	Insurance:		Estimator:	DERRICK HILL	Vehicle Out:
Job Number:		Claim Number:				
Year:	2021	Color:		License Plate:		Production Date:
Make:	CHEV	Body Style:	4D UTV	State:	AL	Mileage In:
Model:	Tahoe Commercial...	Engine:	8-5.3L Gasoline ...	VIN:	1GNSCLED7MR458897	Condition:



12/20/2022
Comments:



12/20/2022
Comments:

CITY OF MOBILE
PURCHASING DEPARTMENT
P.O. Box 1948 MOBILE, ALABAMA 36633
PHONE - (251) 208-7434
FAX - (251) 208-7430

Purchase Order

Fiscal Year 2023 Page: 1 of: 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # 23003855-03

No invoice will be considered without purchase order number on the invoice. No changes, substitutions, or increase in prices without permission of the City of Mobile Purchasing Department.

BILL TO
City of Mobile
Accounts Payable
P.O. Box 389
Mobile, AL 36601

VENDOR
U J CHEVROLET CO INC
7581 AIRPORT BLVD
MOBILE, AL 36608

SHIP TO
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Vendor Phone Number	Vendor Fax Number	Buyer Name	Requisitioner Name Department
251-633-3321	251-452-0066	MICHAEL SPAFFORD	SHERRIL DOWNEY - FLEET MANAGEMENT-…

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
01/17/2023	210000			FLEET MANAGEMENT-GARAGE

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	REPAIR-ASSET 76623 / 2021 CHEVY TAHOE				
1	REPAIR REAR WRECK DAMAGE QUOTE # 117390209, 1/12/23	1.0	LOT	$17,959.54	$17,959.54

CHANGE ORDER

By: _____
Purchasing Agent

VENDOR COPY

PO Total **$17,959.54**

MOBILE
ALABAMA

TO: John Paine FAX #: 251-208-7430

FROM: GARAGE

RE: Approval Request

City of Mobile
Municipal Garage @ 770 Gayle Street
Purchasing Department

OFFICE #: 251-208-2912 FAX #: 251-208-2911

DATE/TIME: 12-4-23

PAGES with COVER: 19

COMMENTS: PLEASE APPROVE

P. 2300385S CHANG ORDER

ASSET # 76623 2021 CHEVROLET TAHOE

ADDITIONAL PARTS AND LABOR

WJ CHEVROLET $ 17,959.54

THANKS, Mike

Customer: CITY OF MOBILE **Job Number: 562969**

2021 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHITE

				Pull					
79	#		Rpr	Set Up & Measure				2.0	
80	#	S01	Rpr	Rough Pull				6.0	F
81	#		Repl	COVER CAR FOR PROTECTION	1	12.00	X		
82	**FRAME**								
83	*	S01	Rpr	Rear section			s	2.0	F
84				OTHER CHARGES					
85	#			E.P.C.	1	5.00			
				SUBTOTALS		**8,119.54**		**100.0**	**17.6**

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				7,997.54
Body Labor	88.2 hrs	@	$ 70.00 /hr	6,174.00
Paint Labor	17.6 hrs	@	$ 70.00 /hr	1,232.00
Mechanical Labor	3.8 hrs	@	$ 90.00 /hr	342.00
Frame Labor	8.0 hrs	@	$ 150.00 /hr	1,200.00
Paint Supplies	17.6 hrs	@	$ 45.00 /hr	792.00
Body Supplies	100.0 hrs	@	$ 1.00 /hr	100.00
Miscellaneous				117.00
Other Charges				5.00
Subtotal				17,959.54
Grand Total				**17,959.54**
Deductible				0.00
CUSTOMER PAY				**0.00**
INSURANCE PAY				**17,959.54**

MyPriceLink Estimate ID / Quote ID:
1035238400786964480 / 126044294

John Evans 12-4-2023

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to University of South Alabama for EMT certification course for MFRD recruit training class 24-01.
General fund.

Amount of Contract:

$46,000.00

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20231211 USA Agenda Package POs	Cover Memo	12/11/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/14/2023 - 2:35 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
2523	2024	(1510) FIRE ADMINISTRATION	EMT CERTIFICATION COURSE FOR MFRD RECRUIT TRAINING CLASS 24-01 (PROFESSIONAL SERVICE)	$46,000.00	(281269) UNIVERSITY OF SOUTH ALABAMA

Adopted:

_____
City Clerk

Bill To	Requisition 00002523-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1518.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
UNIVERSITY OF SOUTH ALABAMA	FIRE CENTRAL SUPPLY
EMS DEPARTMENT	2851 OLD SHELL ROAD
600 CLINIC DR SUITE 400	
	MOBILE, AL 36607
MOBILE, AL 36688-0001	richardsonv@cityofmobile.org
	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/04/23	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER AGREEMENT			
	Vendor Sourcing Notes			
	Send to: Dean's Office, College of Allied Health Professions, attn: Melody Baker Gray, 251-445-9252			
001	TRAINING CLASS	23.00 EACH	2000.00000	46000.00
	Additional Description Notes			
	RECRUIT CLASS 24-01 EMT Certification Course as per your quote dated 10/23/2023			
	Vendor Item			
	Inventory Item/Loc 12252			
1	1000.30.15.1510.1518.1510.0000.0000.45060.			46000.00
	Ship To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
	Delivery Reference			
	VICTORIA RICHARDSON			
	Deliver To			

Bill To	Requisition 00002523-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1518.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Released Page 2

Vendor
UNIVERSITY OF SOUTH ALABAMA
EMS DEPARTMENT
600 CLINIC DR SUITE 400

MOBILE, AL 36688-0001

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
12/04/23	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Requisition Link

Requisition Total 46000.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.30.15.1510.1518.1510.0000.0000.45060. FIRE TRAINING DIV EXP TRAINING	46000.00	6632253.66

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Queued	12/04/23	DONALD ROSE	AWAITING COUNCIL APPROVAL
Queued	12/04/23	SANDRA LEWIS	AWAITING COUNCIL APPROVAL
Queued	12/04/23	STEVEN KRONINGER	AWAITING COUNCIL APPROVAL
Queued	12/04/23	SAMANTHA COOLEY	AWAITING COUNCIL APPROVAL
Queued	12/04/23	JOHN PAINE	AWAITING COUNCIL APPROVAL
Queued	12/04/23	MICHAEL SPAFFORD	AWAITING COUNCIL APPROVAL

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Toomey's Mardi Gras Candy Co Inc for Moon Pies & Mardi Gras throws for City Clerk.
General fund.

Amount of Contract:

$18,639.00

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20231215 Toomey Agenda Package POs	Cover Memo	12/15/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/15/2023 - 12:14 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
2932	2024	(1030) CITY CLERK	MOON PIES, MARDI GRAS THROWS FOR CITY CLERK (SEALED BID 5846)	$18,639.00	(130871) TOOMEYS MARDI GRAS CANDY CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00002932-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.90.9000.9000.9000.0000.0000.42140. Review: Buyer: Status: Released Page 1

Vendor

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
12/13/23	00000				CITY CLERK

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes ---			
	AS PER MY BID 5846 AND YOUR BID RESPONSE			
001	MOON PIES, CHOCOLATE, CELLOPHONE WRAPPED. VENDOR TO PROVIDE MOON PIES, 2 OZ, CHOCOLATE, 96 PER CASE. AS PER MY BID 5846 AND YOUR BID RESPONSE. Additional Description Notes --- MOON PIES, CHOCOLATE, CELLOPHONE WRAPPED. VENDOR TO PROVIDE MOON PIES, 2 OZ, CHOCOLATE, 96 PER CASE. AS PER MY BID 5846 AND YOUR BID RESPONSE. MUST DELIVER TO CITY CLERK'S OFFICE, 9TH FLOOR SOUTH TOWER, 205 GOVERNMENT STREET BY 1/22/2024 Vendor Item Inventory Item/Loc 5169	225.00 CASE	31.90000	7177.50
1	1000.10.90.9000.9000.9000.0000.0000.42140.			7177.50

Bill To	Requisition 00002932-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.90.9000.9000.9000.0000.0000.42140. Review: Buyer: Status: Released Page 2

Vendor

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
12/13/23	00000				CITY CLERK

LN	Description / Account	Qty	Unit Price	Net Price

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

002	MOON PIES, BANANA, CELLOPHANE WRAPPED. VENDOR TO PROVIDE MOON PIES, BANANA, 2 OZ, 96 PER CASE. AS PER MY BID 5846 AND YOUR BID RESPONSE.	225.00 CASE	31.90000	7177.50

Additional Description Notes

MOON PIES, BANANA, CELLOPHANE WRAPPED. VENDOR TO PROVIDE MOON PIES, BANANA, 2 OZ, 96 PER CASE. AS PER MY BID 5846 AND YOUR BID RESPONSE.

MUST DELIVER TO CITY CLERK'S OFFICE, 9TH FLOOR SOUTH TOWER AT 205 GOVERNMENT STREET BY 1/22/2024.
Vendor Item
Inventory Item/Loc 5170

Bill To	Requisition 00002932-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	 Acct No: 1000.10.90.9000.9000.9000.0000.0000.42140. Review: Buyer: Status: Released Page 3

Vendor

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
12/13/23	00000				CITY CLERK

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.10.90.9000.9000.9000.0000.0000.42140.			7177.50

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

003	BEADS, 48" (MARDI GRAS THROWS), 48" X 18MM BEADS, ROUND, PURPLE, GOLD, & GREEN, 6 DOZEN PER CASE. AS PER MY BID 5846 AND YOUR BID RESPONSE.	80.00 CASE	53.55000	4284.00

Additional Description Notes

BEADS, 48" (MARDI GRAS THROWS), 48" X 18MM BEADS, ROUND, PURPLE, GOLD, & GREEN, 6 DOZEN PER CASE. AS PER MY BID 5846 AND YOUR BID RESPONSE.

MUST DELIVER TO CITY CLERK'S OFFICE, 9TH FLOOR SOUTH TOWER AT 205 GOVERNMENT STREET BY 1/22/2024.
Vendor Item
Inventory Item/Loc 18284

Bill To	Requisition 00002932-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.90.9000.9000.9000.0000.0000.42140. Review: Buyer: Status: Released Page 4

Vendor

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
12/13/23	00000				CITY CLERK

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.10.90.9000.9000.9000.0000.0000.42140.			4284.00

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

Requisition Link

Requisition Total 18639.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.10.90.9000.9000.9000.0000.0000.42140.	18639.00	
CITY HALL OVERHEAD EXP MISCELLANEOUS SERVICES		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Queued	12/13/23	SCOTT PROVINCE	
Queued	12/13/23	DONNA BRYARS	
Queued	12/13/23	CODY SCOTT	

Bill To	Requisition 00002932-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.90.9000.9000.9000.0000.0000.42140. Review: Buyer: Status: Released Page 5

Vendor

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
12/13/23	00000				CITY CLERK

LN	Description / Account		Qty	Unit Price	Net Price
	Pending	TAMMY BROADHEAD			
	Pending	EMILY NORTON			

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5846

MARDI GRAS THROWS

	VENDOR	CHOCOLATE, CELLOPHANE WRAPPED MOONPIES	BANANA CELLOPHANE WRAPED MOONPIES	MARDI GRAS BEADS THROWS 48" 18MM ASSORTED COLOR BEADS	Notes
1	TOOMEY'S MARDI GRAS	$ 31.90	$ 31.90	$ 53.55	
2	Pop's Midtown LLC	$ 25.95	$ 25.95	$ 40.20	These are minis not what we requested.
3	Nitsom Promotional Manufacturing Co	$ 24.90	$ 24.90	$ 42.80	Not brand we requested
4					
5					
	Disqualified due to not quoting the requested items on the bid				

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 005

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
10/06/2023	5846	VARIOUS	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, FRIDAY, OCTOBER 27, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					

MARDI GRAS THROWS

Appx 1 to 1000cs — Moon pies, 2 oz size moon pies, Chocolate, Cellophane wrapped, 96 per case. Chattanooga Bakery Brand, No substitute. 5169

Make_____Model_____
Moon pies per case_____

Appx 1 to 1000cs — Moon pies, 2 oz size moon pies, Banana, Cellophane wrapped, 96 per case. Chattanooga Bakery Brand, No substitute. 5170

Make_____Model_____
Moon pies per case_____

Appx 1 to 120cs — Mardi Gras Bead Throws, 48" length, 18mm Assorted Color Beads – purple, gold and green, packed 6 dozen per case. 13064

Make_____Model_____
Packed _____dozen beads per case.
Bead Size (s) _____

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. **IF** a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 2 of 3 On the initial order, successful vendor(s) will be responsible to deliver the above item(s) to the City Clerk's Office, 205 Government Street. Vendor will be responsible for inside delivery to the City Clerk's storeroom on the ninth floor of the South Tower. Vendor may deliver either by company truck or by common carrier, but inside delivery to the City Clerk's Office will be required. Note: There is no loading dock at 205 Government Street. Vendor shall deliver the initial order no later than **January 22, 2024**. Additional orders may be to other locations in the City of Mobile. Inside delivery required on all orders. All pricing shall be delivered pricing, FOB Mobile, Alabama. The City of Mobile will not add freight charges, fuel surcharges, handling charges, etc., after the fact. Samples: City may request a sample of an item for evaluation. Vendor to provide sample upon request. City of Mobile Business License may be required. See Item 14 on reverse of page 1. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/** If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required.
See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx.
Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed.
(Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

Pricing shall be firm from date of award to March 31, 2024.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

If you have any questions please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.

TO BE AWARDED ON AN ALL OR NONE BASIS.

				TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Submitted by:

Jennifer Greene, Director of Programs and Project Management

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Transfer funds in the amount of $15,857.00 from the General Fund (Fund 1000) budget of Program and Project Management to Capital Improvements Fund (Fund 2000) Project C0291 CIP Mobile Greenway Initiative. Funds will be used to fund a contract change order for Contract #2820 for Three Mile Creek Segment 6N CE&I.

Funding Source

Project # Transfer from General Fund (Fund 1000) to Capital Improvements (Fund 2000)

Discretionary Funds

Project String

Contract Number: Contract #2820

Budget Amendment **REDUCE** **INCREASE**

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	12/14/2023

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	12/14/2023 - 8:03 AM
Legal	Kern, Chris	Approved	12/14/2023 - 2:16 PM
Legal	Kern, Chris	Approved	12/14/2023 - 2:16 PM
Mayors Office	Montgomery, Brandi	Approved	12/14/2023 - 2:35 PM

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $15,857.00 be transferred from the General Fund (Fund 1000) budget of Program & Project Management (Professional and Technical) (10042045.42200) to Capital Improvements and the funds will be transferred from the General Fund (Fund 1000) to the Capital Improvement Fund (Fund 2000) Project C0291 CIP MOBILE GREENWAY INITIATIVE (20002000.93010). These funds will be used to fund a contract change order for Contract# 2820 with Mott Macdonald for Three Mile Creek Segment 6N CE&I.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Submitted by:

Jennifer Greene, Director of Programs and Project Management

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Attached to this memo is a Change Order #2 between the City of Mobile and Mott MacDonald, LLC to increase the contract sum by $15,857.00. This contract covers the administration of the Construction Engineering Inspection (CEI) for the Transportation Alternatives Program (TAP) Grant and RESTORE Grant funded Three Mile Creek Greenway Trail: Section 6 North. This agreement fulfills the requirement for construction observation and complies with the Alabama Department of Transportation (ALDOT).

The additional CEI contract funding is available from C0291, not to exceed $15,857.00. It will provide CEI through the close of the project, to account for the change in scope of work on the Three Mile Creek 6N construction contract with McElhenney Construction Company. Change Order 1 on that contract was adopted by City Council on September 12, 2023 and added Alternates 1 & 2 for an additional contract sum of $499,079.60.

Construction of the Three Mile Creek Greenway Trail: Section 6 North is funded through the subaward agreement for Grant Number M1A13-MGWI between the ADCNR and the City of Mobile for the Three Mile Creek Greenway Trail, which was adopted by City Council on September 22, 2020. These federal funds originated from the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act). It is also funded through a grant agreement between the City of Mobile and the Alabama Department of Transportation, for the Transportation Alternatives Program (TAP), which was adopted by City Council on October 16, 2018.

Amount of Contract:

$57,000

Effective Date of Contract:

12/19/2023

Funding Source

Project # Three Mile Creek Greenway Trail – 6N CEI; 2022-2045-02

Discretionary Funds N/A

Project String C0291-20002000-48020 **Contract Number:**2820
Budget Amendment **REDUCE** N/A **INCREASE** $15,857.00
Grant Funds N/A **Matching Funds** $0 (no matching funds)

ATTACHMENTS:

Description	Type	Upload Date
Cover Letter	Cover Memo	12/14/2023
Justification	Backup Material	12/14/2023
Change Order	Backup Material	12/14/2023
Mott Mac Request	Backup Material	12/14/2023
Rate Sheet	Backup Material	12/14/2023
Original Contract	Backup Material	12/14/2023
Change Order #1	Backup Material	12/14/2023
Finance Form	Backup Material	12/14/2023
Resolution	Resolution Letter	12/14/2023

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Greene, Jennifer	Approved	12/14/2023 - 11:09 AM
Capital	Hollins, Tiffany	Approved	12/14/2023 - 11:41 AM
Legal	Kern, Chris	Approved	12/14/2023 - 2:15 PM
Mayors Office	Montgomery, Brandi	Approved	12/14/2023 - 2:33 PM

December 5, 2023

To Whom It May Concern:

Attached to this memo is a Change Order Agreement between the City of Mobile and Mott MacDonald, LLC to increase the contract sum by $15,857.00. This contract covers the administration of the Construction Engineering Inspection (CEI) for the Transportation Alternatives Program (TAP) Grant and RESTORE Grant funded Three Mile Creek Greenway Trail: Section 6 North. This agreement fulfills the requirement for construction observation and complies with the Alabama Department of Transportation (ALDOT).

The additional CEI contract funding is available from C0291, not to exceed $15,857.00. It will provide CEI through the close of the project, to account for the change in scope of work on the Three Mile Creek 6N construction contract with McElhenney Construction Company. Change Order 1 on that contract was adopted by City Council on September 12, 2023 and added Alternates 1 & 2 for an additional contract sum of $499,079.60.

Construction of the Three Mile Creek Greenway Trail: Section 6 North is funded through the subaward agreement for Grant Number M1A13-MGWI between the ADCNR and the City of Mobile for the Three Mile Creek Greenway Trail, which was adopted by City Council on September 22, 2020. These federal funds originated from the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act). It is also funded through a grant agreement between the City of Mobile and the Alabama Department of Transportation, for the Transportation Alternatives Program (TAP), which was adopted by City Council on October 16, 2018.

We look forward to continued communication on this important project. Please call either Jennifer Greene with questions at 251-208-7199 or email at Jennifer.greene@cityofmobile.org or Emma Cochran at 251-208-1084 and emma.cochran@cityofmobile.org.

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Public Works

JUSTIFICATION FOR CHANGE ORDER

PROJECT:	Three Mile Creek: Section 6 North CEI
CHANGE ORDER NO:	(2) Two
CONTRACTOR:	Mott Macdonald
PROJECT NO:	2022-2045-02
CONTRACT #:	2820
VENDOR #:	275490

The attached Change Order number One (1) to contract with Mott Macdonald dated July 14, 2020 is required because of the following:

[ ] 1. Unusual and difficult circumstances which arose during the course of the execution of the contract that could not have been reasonable foreseen.

[ ] 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.

[ ] 3. Emergencies arising during the course of the work.

[ ] 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, etc.

[X] 5. See attached memo.

[ ] 6. Other:

CITY OF MOBILE
Public Works
205 Government Street, 3rd Floor
Mobile, AL 36602

PROJECT: Three Mile Creek: Section 6 North CEI

CHANGE ORDER NO: (2) Two

ADDRESS: N/A

TO CONTRACTOR: Mott Macdonald, LLC

ADDRESS: 107 St Francis St

Suite 2900

Mobile, AL 36602

DATE: December 5, 2023

PROJECT NO: 2022-2045-02

CONTRACT DATE: July 14, 2020

TERMS: You are hereby authorized to make the following changes hereto:
City desires to increase the total contract sum for the project's contract with Mott Macdonald to complete additional CEI work effort.

THE CONTRACT US CHANGED AS FOLLOWS:

Original Contract Sum:	$57,000.00
Net change by previously authorized change orders:	$0.00
Contract Sum prior to this Change Order:	$57,000.00
Contract Sum will be INCREASED by this Change Order:	$15,857.00
New Contract Sum including this Change Order will be:	$72,857.00

Contract Time will not be changed.

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

James A. DeLapp, Exec. Director Public Works

William S. Stimpson, Mayor

ATTEST:

City Clerk

Mott Macdonald, LLC
Contractor

107 St Francis St, Suite 2900, Mobile, AL 36602
Address

By (Signature)

David D. Skipper, P.E.

Date 12/05/2023

(Corporate Seal if applicable)

MOTT MACDONALD

Jennifer Greene
Director of PPM
City of Mobile
205 Government Street
2nd Floor
Mobile, AL 36602

Your Reference
2022-2045-02
TAPAA-TA18(923)

Our Reference
502100285

107 Saint Francis St
Suite 2900
Mobile AL 36602
United States of America

T +1 (251) 343 4366
F +1 (251) 343 6902
mottmac.com

2022-2045-02 Three Mile Creek: Section 6 North Project, Request for Additional CEI Fee

November 30, 2023

Dear Jennifer,

Mott MacDonald (MM) continually strives to maintain our client's budget and our own, but unforeseen circumstances occasionally arise which cause the actual work effort required to exceed what was anticipated during the construction services proposal phase. Such is the case for CEI services being provided by MM on the Three Mile Creek project. Outlined below are circumstances that have impacted the CEI work effort and budget:

1) The actual construction contract was bid and awarded in 2023 with a contract duration of 120 working days, a 33.3% increase above the initial 90 working days upon which the MM fee was based.
2) There was only one bidder for the construction contract. Since the contractor's bid was significantly higher than the estimated construction cost, negotiations took several weeks to complete, thus requiring pre-construction CEI time that was not initially anticipated.
3) There was a delay waiting on additional TAP funds and a subsequent change order to add bid alternates 1 & 2 to the contract.
4) Material procurement related issues have delayed material delivery and thus impacted the project schedule – namely procurement issues associated with the Pioneer pedestrian bridge and the PermaTrak boardwalk system.
5) The anticipated material delivery date for the Pioneer pedestrian bridge is December 5, 2023, and the anticipated material delivery date for the PermaTrak boardwalk system is December 11, 2023.
6) Considering the material procurement related delays, and the overall work remaining, anticipated project completion will be on or around January 18, 2024.

The original CEI Fee established for this project was $57,000.00. Based on the work effort required and the fee billed through October 31, 2023 ($42,857.00), the remainder of the original CEI fee ($14,143.00) will likely be fully expended on or around December 20, 2023. Considering the additional work effort arising from the circumstances and impacts outlined above, Mott MacDonald proposes an additional $15,857.00 in CEI Fee to complete the

MOTT MACDONALD

project and the associated closeout that follows on or around February 15, 2024. We appreciate your consideration of this request in advance.

Should you have any questions, please do not hesitate to call.

Sincerely,

William H. Klepac, PE
Principal Project Manager - CEI
T +1 (251) 406-8281
bill.klepac@mottmac.com

MOTT MACDONALD

2023 HOURLY RATE SCHEDULE

Billing Title	Per Hour*
Principal	$ 285.00
Principal Project Manager/Principal Scientist	$ 255.00
Principal Engineer/Principal Architect	$ 235.00
Senior Project Manager	$ 205.00
Senior Project Engineer	$ 200.00
Senior Project Architect	$ 195.00
Project Manager	$ 165.00
Project Engineer	$ 160.00
Project Architect	$ 155.00
Engineer IV/ Architect IV	$ 150.00
Engineer III/ Architect III	$ 130.00
Engineer II/ Architect II	$ 120.00
Engineer I/ Architect I	$ 110.00
Senior Specialist	$ 165.00
Specialist V	$ 145.00
Specialist IV	$ 115.00
Specialist III	$ 95.00
Specialist II	$ 85.00
Specialist I	$ 65.00
Senior Planner	$ 130.00
Planner	$ 120.00
Senior Designer	$ 180.00
Designer V	$ 150.00
Designer IV	$ 120.00
Designer III	$ 95.00
Senior Inspector/Inspector V	$ 120.00
Inspector IV	$ 100.00
Inspector III	$ 85.00
Inspector II	$ 70.00
Inspector I	$ 65.00
Technician II	$ 65.00
Technician I	$ 55.00
Administrative Assistant III & IV	$ 80.00
Administrative Assistant I & II	$ 70.00

Notes

* Hourly rates for special consultations and services in conjunction with litigation are available upon request.

* Rates are for straight time hours. Rates multiplied by 1.5 for overtime hours for applicable personnel.

* Rates for additional personnel can be provided upon request.

EXPENSES

Mileage @ IRS Rate	
All other Direct Cost	Direct +10%

invoices are payable within 30 days of invoice date.

Delinquent bills are subject to finance charges per our contract

The client Shall pay attorney fees, court costs, and related expenses incurred in the collection of delinquent accounts.

Effective January 1, 2023

21-498

RESOLUTION

2020

Sponsored by: Mayor William S. Stimpson
Councilman Fred Richardson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as set forth in full, subject to the company signing the contract and furnishing the required bonds and insurance. A copy of said executed contract will be on file in the office of the City Clerk.

Name of Company: Mott MacDonald Alabama, LLC

Project Name: Three Mile Creek Greenway Trail CE&I Contract for
TAPAA-TA18(923) Segment 6N (TAP Grant)
COM Project No. 2020-2045-04

Estimated Cost: $57,000.00

Adopted: JUL 14 2020

City Clerk

MOBILE
ALABAMA

Three Mile Creek Greenway Trail
CE&I Contract
TAPAA-TA18(923) Mobile Greenway
Three Mile Creek:
Segment 6 North (TAP Grant)

PROJECT NO. 2020-2045-04

ENGINEER:

MOTT MACDONALD ALABAMA, LLC

STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This AGREEMENT made and entered into this 14th day of July 2020, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **Mott MacDonald Alabama, LLC.** (hereinafter called the "ENGINEER").

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT- State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CITY COUNCIL - Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CITY ENGINEER- That person designated by the CITY as CITY ENGINEER or his appointed assistants.

CONTRACT- Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Engineer setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR- An individual, corporation, partnership, or other entity selected to perform any or all construction services

DESIGN CONSULTANT- The Landscape Architecture Firm assigned to perform architecture and engineering design and construction observation services for this project. The company so assigned to this project is **DIX.HITE+PARTNERS, INC.**

ENGINEER- The engineering company assigned to perform construction engineering and inspection services for this project. The engineering company so assigned to this project is **Mott MacDonald Alabama, LLC.**

INSPECTOR - An authorized representative of the ENGINEER, assigned to make inspections of the PROJECT.

NOTICE TO PROCEED- A written notice to proceed issued by the CITY ENGINEER either for the Construction Phase or Additional Services.

PROJECT- Three Mile Creek Greenway Trail, Section 6N (TAP Grant), City of Mobile Project No. 2020-2045-04. This Agreement is for construction engineering and inspection for

greenway trail installation and improvements on the north side of the Three Mile Creek between University Health (Hospital) east to approximately the intersection of West Ridge Road and Yerby Drive (See Exhibit A for approximate location).

PROJECT SPECIFICATIONS – Based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications as outlined by the DESIGN CONSULTANT and Engineering Department of the City of Mobile, on file in the office of the CITY ENGINEER.

II. STANDARDS

The CITY hereby retains the ENGINEER and the ENGINEER agrees to perform for the CITY all necessary professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary for the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER shall be responsible for all construction engineering and administrative functions as defined in the Scope of Work and referenced manuals and procedures. The ENGINEER shall utilize effective control procedures to assure the construction of said project is performed in reasonable conformity with plans, PROJECT SPECIFICATIONS and contract provisions for assigned project. All work required under this Agreement will be performed in accordance with these standards and practices and any special requirements hereinafter set forth. All work performed by the ENGINEER under this Agreement will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

The scope of work is divided into three phases (Bid Phase, Construction Phase, and Project Closeout Phase). The PROJECT will require some or all of the following tasks, which shall be performed upon the issuance of a Notice to Proceed:

Should the CITY ENGINEER request, the ENGINEER shall schedule and conduct bi-weekly meetings with the CITY ENGINEER to provide a status report of progress at each meeting. These meetings shall continue until a written recommendation for acceptance of the PROJECT is issued by the CITY ENGINEER.

The ENGINEER shall submit, in writing, for the CITY ENGINEER's approval, any project technical staff substitution or reassignment, throughout the duration of the Agreement. The CITY ENGINEER shall approve project staff substitution or reassignment prior to appointment by the ENGINEER. The CITY ENGINEER maintains the right to suspend the work wholly or in part due to any inadequacies in the ENGINEER's project staffing.

A. Bid Phase

1. During the bid period and up to the notice of award to the successful bidder, the ENGINEER shall provide the following services:

    a. ENGINEER shall attend a meeting prior to the Pre-bid conference with the CITY staff and the DESIGN CONSULTANT.

    b. Assist the CITY ENGINEER in reviewing the replies to questions from prospective bidders before the replies are sent to the prospective bidders.

B. Construction Phase

1. Quality Assurance

a. The ENGINEER shall conduct a Pre-construction conference with the CITY staff, the DESIGN CONSULTANT, the CONTRACTOR, the testing firm, and all utilities involved in the PROJECT to establish the work schedule and coordination of all persons necessary for the proper execution and construction of the PROJECT.

b. ENGINEER shall require the Contractor to ensure quality assurance during construction. The Contractor's quality assurance shall be conducted in general conformance to procedures set forth in the PROJECT SPECIFICATIONS and the requirements of the NPDES Storm Water Discharge General Permit. The ENGINEER shall require the Contractor to maintain on-site a copy of the PROJECT SPECIFICATIONS and shall insure that all of the personnel involved in the construction phase of the PROJECT are thoroughly familiar with the provisions of the PROJECT SPECIFICATIONS.

2. Compliance with Plans and Specifications

The ENGINEER shall enforce all requirements of the plans and specifications for compliance with quality, quantity, materials, and measurements, excluding safety.

a. The ENGINEER shall inform and coordinate with the testing firm contracted by the CITY, to perform materials testing and associated services.

b. The ENGINEER shall insure that materials comply with specifications by continuous coordination and communication with the testing lab assigned by the CITY.

c. The ENGINEER shall review construction invoices, verify quantities, and certify accuracy for approval and payment by the CITY. Each construction invoice must be accompanied by a DBE Utilization Report form filled out by the CONTRACTOR.

3. Project Inspection

a. The ENGINEER shall appoint a competent INSPECTOR, capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work to be performed, who shall work under the direct supervision of a registered ENGINEER. The INSPECTOR shall be experienced and qualified to determine the requirements of the plans and specifications. The ENGINEER shall submit the INSPECTOR's qualifications in written format to the CITY ENGINEER prior to the start of construction. The CITY ENGINEER shall approve any substitution or additional staff prior to appointment by the ENGINEER.

The CITY reserves the right to require replacement of any INSPECTOR considered to be unqualified for the work. The duty of the INSPECTOR is to determine contractor compliance with the plans and specifications. Nothing contained herein shall be construed to mean that the INSPECTOR or the ENGINEER's superintendent controls or assumes a right to the manner in which the Contractor performs the work.

b. Based upon actual field conditions, the ENGINEER will make design adjustments to best fit the sidewalk at the proposed locations. Before these changes are implemented, the

ENGINEER will consult the proposed changes with the CITY and the DESIGN CONSULTANT. Design adjustments shall include amending the cross slope, grades, and tie-ins.

c. The CITY ENGINEER reserves the right to appoint department representatives to observe all plans and/ or works of the ENGINEER. The appointed CITY representatives shall have access to all plans, drawings, specifications and/ or reports of the ENGINEER relating to the PROJECT.

d. The CITY will retain a testing firm to provide laboratory services for all soils studies, reports, inspections, sampling, and tests required throughout the construction of the PROJECT.

e. The professional ENGINEER in responsible charge shall conduct periodic field reviews to assure compliance with plans and specifications. All inspections shall be documented and submitted to the CITY ENGINEER.

f. The ENGINEER shall have a copy of, and be thoroughly familiar with applicable PROJECT SPECIFICATIONS, Standard and Special Drawings, Testing Manual, and Construction Manual, current non-metric edition, materials sources, and devices with special acceptance requirements.

g. The ENGINEER's INSPECTOR shall keep a daily diary, listing equipment on site and in use, weather conditions, Contractor's personnel on site, and the work accomplished each day.

h. Monthly estimates shall be broken down and include an explanation submitted for pay items exceeding plan quantities by more than five percent (5%). The report of overruns shall be submitted with the monthly estimate in which the overrun was incurred. The Professional Engineer in responsible charge for the PROJECT must sign these estimates. A summary of the above noted overruns exceeding five percent (5%) shall be submitted with the Final Closeout Documentation.

i. The ENGINEER's INSPECTOR will sign all asphalt tickets, at the site, previously signed by the Testing Firm's representative, indicating his approval of the materials to be installed.

j. The ENGINEER shall require the Contractor to check all of the Contractor's equipment before it is used on the PROJECT to assure that it meets the requirements of the STANDARD SPECIFICATIONS, for the sole purpose of quality assurance. The PROJECT shall be stopped at any time if the equipment is not in accordance with STANDARD SPECIFICATIONS.

4. Progress Review

The ENGINEER will be required to maintain strict review of progress of the PROJECT construction. A monthly time report shall be submitted to the CITY ENGINEER and to the Contractor. The monthly report will be dated the Monday following the reported period, delivered via email or regular mail, and postmarked to the Contractor on the same date.

Any discrepancies between the Contractor and the ENGINEER regarding the monthly work day charge must be resolved immediately. Discrepancies not resolved within ten (10) working days of the original report date shall be documented by the ENGINEER and

delivered to the CITY ENGINEER. At this time, the CITY ENGINEER will intervene and resolve the dispute. The CITY ENGINEER's resolution shall be accepted by and binding on both the ENGINEER and the Contractor. If the Contractor has not informed the ENGINEER in writing of any disagreement with the monthly work day charge within ten (10) work days of the original report date, such monthly work day charge shall be deemed accepted by the Contractor. No subsequent complaint will be allowed. When the work has been stopped by reasons beyond the Contractor's control, such as weather, unacquired right-of-way, utility obstructions, etc., it will be the duty of the ENGINEER to notify the Contractor when work can resume. It will then be the duty of the Contractor to notify the ENGINEER of when and where work on the PROJECT will resume.

C. Project Closeout Phase

1. When all pay items have been completed; the ENGINEER shall hold a semi-final review and give the contractor a written "Punch List" of items to be completed prior to the ENGINEER's recommendation for acceptance of the PROJECT. When the Contractor has completed the work on the Punch List to the satisfaction of the ENGINEER, a written recommendation for acceptance of the PROJECT will be submitted to the CITY ENGINEER.

2. Upon written certification by the ENGINEER that the PROJECT has been completed in accordance with the contract documents, the CITY ENGINEER will conduct a final review. Following the CITY ENGINEER's concurrence with the recommendation for acceptance, the ENGINEER shall provide written notification to the contractor indicating the acceptance date for PROJECT maintenance. A copy of the said notification will be provided to the CITY ENGINEER.

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

A. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a Notice to Proceed. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this Agreement.

B. The CITY may terminate this Agreement for any reason, with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Item V.A.l., "Basis of Payment". The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the PROJECT for more than ninety (90) consecutive days, the ENGINEER may terminate this Agreement by giving thirty (30) days written notice.

C. The CITY and the ENGINEER each binds itself, its successors and assigns, to the other party of this Agreement, in respect to all covenants of this Agreement. Except as above, neither the CITY nor the ENGINEER shall assign, sublet or transfer his or its interest in this Agreement without written consent of the other party hereto.

D. All covenants, agreements, and stipulations of this Agreement shall remain in full force until

completion of construction of the PROJECT encompassed herein or for a period of two (2) years from the date of this Agreement, whichever occurs first. The Agreement time may be extended by mutual agreement between the CITY and the ENGINEER, provided that nothing contained in this Agreement will be deemed to limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.

E. The ENGINEER shall reimburse the CITY for attorney's fees incurred due to any breach by ENGINEER of its obligations under the terms of this Agreement.

The parties acknowledge and agree that this Agreement, for all purposes including without limitation its formation, interpretation and enforcement, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of laws rules, and that the Circuit Court of Mobile County, Alabama shall be the exclusive venue for any and all claims or suits arising under this Agreement.

V. BASIS OF PAYMENT

Any language to the contrary in this Agreement notwithstanding, all payments to the ENGINEER for professional engineering services shall be made ***only*** in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the ENGINEER for such work performed shall be compensated at the rates stated in the Fee Schedule which is incorporated into this Agreement as Exhibit B. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the CITY ENGINEER.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the ENGINEER, as compensation for such professional engineering services, as shown in the Fee Schedule in Exhibit C and as authorized by the CITY as follows:

1. Upon letting of the contract for construction of this project, compensation to the ENGINEER shall continue to be based on work performed and documented but shall be limited to the percentage completion of the construction, which such percentage of completion shall be determined by the CITY ENGINEER. The ENGINEER's invoice shall be submitted with the CONTRACTOR'S monthly estimate. Full payment cannot be paid to the ENGINEER until all close out documents have been received and retainage is released to the CONTRACTOR. See Exhibit D for requirements for closing the PROJECT. Payment for work performed in this Agreement shall not exceed $51,500.00 (Fifty One Thousand Five Hundred Dollars and Zero Cents).

    a. Payment for work performed in Section III.A shall not exceed $5,150.00 (Five Thousand One Hundred Fifty Dollars and Zero Cents).

    b. Payment for work performed in Section III.B shall not exceed $41,200.00 (Forty One Thousand Two Hundred Dollars and Zero Cents).

    c. Payment for work performed in Section III.C shall not exceed $5,150.00 (Five Thousand One Hundred Fifty Dollars and Zero Cents).

Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.

B. ADDITIONAL SERVICES

1. Following award of the Agreement, the CITY shall pay the ENGINEER the expense of additional services, if requested by the CITY, in writing with a NOTICE TO PROCEED. Additional services, if initiated, shall be based on the hourly rates in Exhibit C and shall not exceed $5,500.00 (Five Thousand Five Hundred Dollars and Zero Cents).

2. In the event of termination of this Agreement due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

C. LIMITATION OF ENGINEERING COMPENSATION

1. Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases) to be paid the ENGINEER associated with the above-mentioned PROJECT shall not exceed $57,000.00 (Fifty Seven Thousand Dollars and Zero Cents).

VI. INDEMNITY AND INSURANCE REQUIREMENTS

A. INDEMNITY: It is understood and agreed that ENGINEER shall indemnify, defend, and save harmless the CITY ENGINEER and the CITY, their employees, agents, servants and officials from and against all loss arising from or in any manner related to claims, suits, actions, damages, reasonable attorneys' fees, and costs of every nature and description for or arising out of injury to person(s), including death, or damage to property resulting or arising from ENGINEER's negligence or intentional misconduct in performance of the services provided under this Agreement or NOTICE TO PROCEED. This provision shall survive the expiration or termination of the Agreement.

B. INSURANCE: For the duration of this Agreement, ENGINEER shall maintain the following minimum amounts for each Project:

ENGINEER shall name the City of Mobile as an additional insured.

1. Professional Liability Insurance:

Professional Liability Insurance including design with the limits not less than $1,000,000 per claim.

2. Workers' Compensation/Employer's Liability:

a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

3. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by ENGINEER.

b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

c. General Aggregate Limit shall apply on a "Per Project" Basis.

4. Automobile Liability Insurance:

a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

5. Excess/Umbrella Liability Insurance

a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

b. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

1. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

2. Additional Insured - All policies of insurance, except professional liability, workers compensation and employer's liability insurance shall be endorsed to name City of Mobile as an Additional Insured.

3. Primary Insurance - All policies of insurance, except professional liability, workers compensation and employer's liability insurance shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

4. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

5. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, ENGINEER shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. ENGINEER shall also be responsible for delivering policy renewal certificates to the City of Mobile.

VII. E-VERIFY

By signing this Agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by City under this contract is 2019 CIP. Said funds are on hand at the time of the execution of this contract.

IX. PROHIBITION OF BOYCOTTING / OPEN TRADE

By signing this contract, the ENGINEER represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

X. ANTI-DISCRIMINATION

ENGINEER shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all entities performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

IN WITNESS WHERE OF, **Mott MacDonald Alabama, LLC**, a corporation, has caused its name to be signed hereto by **Kendall Kilpatrick**, its **Executive Vice President**, and by **Katie Parker**, its **Vice President**, both duly authorized in full to bind the corporation, and the City of Mobile, a municipal corporation, has caused this instrument to be executed by its Mayor and attested by its City Clerk on the day and year first above written.

CITY OF MOBILE

By: _____
Its Mayor

ATTEST:
By: _____
Its City Clerk

Mott MacDonald Alabama, LLC

Kendall L. Kilpatrick Kendall L. K 5/18/2020

By: Kendall Kilpatrick

Its: Executive Vice President

Address: 107 St Francis Street, Ste 2900
Mobile, AL 36602

Telephone: (251) 343-4366

ATTEST:

By: _____

Its: Vice President

CORPORATE SEAL

STATE OF ALABAMA

CITY OF MOBILE

I, DAVID H. CHALTAIN, a Notary Public in and for said State and County, hereby certify that KENDALL KILPATRICK, whose name as EXECUTIVE VICE PRESIDENT of MOTT MACDONALD ALABAMA, LLC is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed of these contents of the conveyance, he as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this the 18th day of MAY, 2020.

DAVID H CHALTAIN
Notary Public
Alabama State at Large

NOTARY PUBLIC

My Commission Expires: 4-22-2024

EXHIBIT A: PROJECT DETAILS

PROJECT: TAPAA-TA18(923) Mobile Greenway Three Mile Creek: Segment 6 North. The project includes design of a 12' wide multi-use trail along the northern bank of Three Mile Creek between University of South Alabama Medical Center and Strickland Youth Center.

City of Mobile Project No. **2020-2045-04.**

Federal Aid Project No. TAPAA-TA18(923)

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST: Total fees to be paid the ENGINEER shall not exceed $57,000.00 (Fifty Seven Thousand Dollars and Zero Cents), unless authorized by the CITY.

CITY DISTRICT: 1

FUNDING SOURCE: Transportation Alternative Program (Federal Aid Grant) – 80/20 Match with CIP (FY 2019) providing the match money covering both construction and construction inspection services.

MAP:



USGS &.5 Minute Map
Mobile Greenway: Segment 6 north

EXHIBIT B: ENGINEER'S FEE SCHEDULE

Bid Phase	$5,150.00
Construction Phase	$41,200.00
Project Closeout Phase	$5,150.00
Additional Services	$5,500.00
Agreement Not to Exceed	$57,000.00

*See Engineer's Rate information attached herein.

EXHIBIT C: ENGINEER'S SUMMARY OF HOURLY RATES

MOTT MACDONALD
2020 HOURLY RATE SCHEDULE

Billing Title	Per Hour*
Principal	$ 260.00
Principal Project Manager/Principal Architect/Principal Engineer/Principal Landscape Architect	$ 225.00
Senior Project Manager	$ 185.00
Senior Project Engineer	$ 175.00
Senior Project Architect	$ 175.00
Project Manager	$ 145.00
Project Engineer	$ 140.00
Project Architect	$ 130.00
Engineer IV/ Architect IV	$ 130.00
Engineer III/ Architect III	$ 110.00
Engineer II/ Architect II	$ 100.00
Engineer I/ Architect I	$ 95.00
Senior Specialist	$ 155.00
Specialist V	$ 110.00
Specialist IV	$ 105.00
Specialist III	$ 85.00
Specialist II	$ 70.00
Specialist I	$ 60.00
Planner II	$ 95.00
Senior Designer	$ 150.00
Designer V	$ 130.00
Designer IV	$ 110.00
Designer III	$ 85.00
Senior Inspector	$ 100.00
Inspector IV	$ 85.00
Inspector III	$ 70.00
Inspector II	$ 65.00
Inspector I	$ 55.00
Technician II	$ 65.00
Technician I	$ 50.00
Principal Specialist - Surveyor	$ 150.00
Senior Surveyor	$ 145.00
Surveyor V	$ 120.00
Surveyor IV	$ 110.00
Surveyor III	$ 75.00
Surveyor II	$ 55.00
Surveyor I	$ 50.00
Administrative Assistant III & IV	$ 75.00
Administrative Assistant I & II	$ 55.00
1-Person with robotic equipment	$ 95.00
2-Person Survey Crew	$ 175.00
3-Person Survey Crew	$ 240.00
4-Person Survey Crew	$ 320.00

Notes

*** Hourly rates for special consultations and services in conjunction with litigation are available upon request.**

*** Rates are for straight time hours. Rates multiplied by 1.5 for overtime hours for applicable personnel.**

*** Rates for additional personnel can be provided upon request.**

EXPENSES

Mileage @ IRS Rate	
All other Direct Cost	Direct +10%

invoices are payable within 30 days of invoice date.

Delinquent bills are subject to finance charges per our contract

The client Shall pay attorney fees, court costs, and related expenses incurred in the collection of delinquent accounts.

Effective February 1, 2020

EXHIBIT D: PROJECT CLOSEOUT CHECKLIST

The following items must be submitted to the CITY for project closeout:

- Engineers Field Book
- Pictures of project site before, during & after construction
- As-built Drawings
- Inspector's Daily Reports
- Correspondence affecting Construction
- Quantity & Payment Documentation
    - Documents showing final quantities & payment
    - Product Specifications, if applicable
- All Haul Tickets
    - Separated by pay items & date. Then labeled with date, pay item #, total quantity for that day, & total quantity to date.
- All Test Reports
- Certified Payroll documentation
- CADD files of drawings
- Pdf's of drawings

EXHIBIT E: CERTIFICATIONS AND AFFIDAVITS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/13/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of New Jersey, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED Mott MacDonald Alabama, LLC 111 Wood Avenue South Iselin, NJ 08830	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Fireman's Fund Insurance Company — 21873 INSURER B: Travelers Property Casualty Company of Ame — 25674 INSURER C: Lloyd's Syndicate 1886 — C5136 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** W16457970 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	MZX80997800	06/30/2019	06/30/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY X Comp/Coll $1,000 SCHEDULED AUTOS NON-OWNED AUTOS ONLY X	Y	Y	MZX80997800	06/30/2019	06/30/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	ZUP-15S91842-19-NF	06/30/2019	06/30/2020	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: No If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	SCW0099151901	06/30/2019	06/30/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liab.			B080120388P19	06/30/2019	06/30/2020	Per Claim Per Aggregate	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Number 2020-2045-04.

City of Mobile is Additional Insured as respects to General Liability Auto Liability, and Umbrella Liability as per written contract or agreement.

General Liability Auto Liability, and Umbrella Liability policies shall be Primary and Non-Contributory with any other

CERTIFICATE HOLDER

City of Mobile
205 Government Street
Mobile, AL 36644

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2016 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

SR ID: 19612463 BATCH: 1678642

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Willis of New Jersey, Inc.		Mott MacDonald Alabama, LLC 111 Wood Avenue South Iselin, NJ 08830
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

insurance in force for or which may be purchased by Additional Insured as agreed to by written contract.

Waiver of Subrogation applies in favor of City of Mobile with respects to General Liability, Auto Liability, Umbrella Liability and Worker's Compensation as agreed to by written contract as permitted by law.

ACORD 101 (2008/01) © 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Additional Insured - Owners, Lessees or Contractors - Completed Operations - CG 20 37 04 13

Policy Amendment(s) Commercial General Liability

Insured: **MOTT MACDONALD GROUP, INC**

Policy Number: **S 91 MZX 80997800**

Producer: **WILLIS OF NEW JERSEY, INC**

Effective Date: **06-30-19**

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Products/Completed Operations Liability Coverage Part

Schedule

Name Of Additional Insured Person(s) Or Organization(s)	**Location And Description Of Completed Operations**
As required by written contract	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury** or **property damage** caused, in whole or in part, by **your work** at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the **products-completed operations hazard**.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy

Secretary

President

CG2037 4-13
© Insurance Services Office, Inc., 2012

Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization - CG 20 10 04 13

Policy Amendment(s) Commercial General Liability

Insured:	Mott MacDonald Group, Inc.	Policy Number:	MZX80997800
Producer:	Willis of New Jersey, Inc.	Effective Date:	06/30/2019

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any owner, lessee or contractor for whom you are performing operations when you and such owner, lessee or contractor have agreed in writing in a contract or agreement that such owner, lessee or contractor should be added as an additional insured on your policy.	Locations that are listed in the written contracts or agreements stated on the left side of this SCHEDULE.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to **bodily injury** or **property damage** occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

MultiCover® - CG 71 58 01 14

Policy Amendment(s) Commercial General Liability Coverage Form

Your Commercial General Liability Coverage Form is revised as follows:

1. **Broadened Named Insured**

   A. SECTION II - WHO IS AN INSURED, item 3., is deleted and replaced by the following:

      3. Any organization that you own at the inception of this policy, or newly acquire or form during the policy period, and over which you maintain during the policy period majority ownership or majority interest, will qualify as a Named Insured if:

         a. There is no other similar insurance available to that organization; and

         b. The first Named Insured shown in the Declarations has the responsibility of placing insurance for that organization; and

         c. That organization is incorporated or organized under the laws of the United States of America.

         However:

         (1) Coverage under this provision 3 is afforded only until the next occurring annual anniversary of the beginning of the policy period shown in the Declarations, or the end of the policy period, whichever is earlier; and

         (2) Coverage A does not apply to **bodily injury** or **property damage** that occurred before you acquired or formed the organization; and

         (3) Coverage B does not apply to **personal and advertising injury** arising out of an offense committed before you acquired or formed the organization.

   B. SECTION II - WHO IS AN INSURED, the last paragraph, is deleted and replaced by the following:

      No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations. However, this does not apply to a limited liability company that meets all of the conditions in Section II - Who Is An Insured, item 3., above.

2. **Additional Insured**

   If an Additional Insured endorsement is attached to this policy that specifically names a person or organization as an additional insured, then this Section 2. Additional Insured does not apply to such person or organization.

   SECTION II - WHO IS AN INSURED, subsection 2.e., is added as follows:

   e. Any person or organization is included as an additional insured, but only to the extent such person or organization is legally obligated to pay for **bodily injury**, **property damage** or **personal and advertising injury** caused by your acts or omissions. With respect to the insurance afforded to such additional insured, all of the following additional provisions apply:

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies®** as named in the policy

Secretary

President

CG7158 1-14
Copyright 2013, Fireman's Fund Insurance Company, Novato, CA. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

(1) You have agreed in a written **insured contract** that such person or organization be added as an additional insured under this policy;

(2) The **bodily injury**, **property damage** or **personal and advertising injury** for which said person or organization is legally obligated to pay occurs subsequent to the execution of such **insured contract**;

(3) The most we will pay is the lesser of either the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or the limits of insurance required by the **insured contract**;

(4) The insurance afforded to such additional insured only applies to the extent permitted by law;

(5) Such person or organization is an additional insured only with respect to:

(a) Their ownership, maintenance, or use of that part of the premises, or land, owned by, rented to, or leased to you, except such person or organization is not an insured with respect to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization;

(b) Your ongoing operations performed for that insured;

(c) Their financial control of you, except such person or organization is not an insured with respect to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization;

(d) The maintenance, operation or use by you of equipment leased to you by such person or organization;

(e) Operations performed by you or on your behalf and for which a state or political subdivision has issued a permit, provided such operations are not performed for such state or political subdivision, and are not included within the **products-completed operations hazard**; or

(f) Their liability as a grantor of a franchise to you.

(6) This insurance does not apply to **bodily injury**, **property damage**, **personal and advertising injury**, **occurrence** or offense:

(a) Which takes place at a particular premises after you cease to be a tenant of that premises;

(b) Which takes place after all work, including materials, parts or equipment furnished in connection with such work to be performed by or on behalf of the additional insured at the site of the covered operations, has been completed;

(c) Which takes place after that portion of **your work** out of which the injury or damage arises has been put to its intended use by any other person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project; or

(d) Which takes place after the expiration of any equipment lease to which (4)(d) above applies;

(7) With respect to architects, engineers or surveyors, coverage does not apply to **bodily injury**, **property damage** or **personal and advertising injury** arising out of the rendering or failure to render any professional services by or for you, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; or

(b) Supervisory, inspection, architectural, or engineering services.

These exclusions apply even if the claims against any insured allege negligence or

CG7158 1-14
Copyright 2013, Fireman's Fund Insurance Company, Novato, CA. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

* 7 0296 1 000000 0 0 08G *
INSUR
EFCG 0154 A08G701
CIZ
001284A

other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the **occurrence** which caused the **bodily injury** or **property damage**, or the offense which caused the **personal or advertising injury** involved the rendering of or the failure to render any professional services by or for you.

3. **Additional Insured - Vendors**

If an Additional Insured Vendors endorsement is attached to this policy that specifically names a person or organization as an additional insured, then this Section 3. Additional Insured - Vendors does not apply to that person or organization.

Unless the **products-completed operations hazard** is excluded from this policy, SECTION II - WHO IS AN INSURED, item 2.f. is added as follows:

f. Any vendor of yours is included as an additional insured, but only with respect to **bodily injury** or **property damage** caused by **your products** which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded such vendor does not apply to:

(a) **Bodily injury** or **property damage** for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed by the vendor in full compliance with the manufacturer's written instructions at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) **Bodily injury** or **property damage** arising out of the liability of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products or any ingredient, part or container, entering into, accompanying or containing such products;

(3) The most we will pay is the lesser of either the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or the limits of insurance required by the contract or agreement; and

(4) The insurance afforded to such vendor only applies to the extent permitted by law.

4. **Additional Insured - Limited Primary and Noncontributory Provision**

The following is added as a second paragraph to Section IV Conditions, Condition 4. Other Insurance, following paragraph b.(2):

However, if you have added any person, organization or vendor of yours as an additional insured to

Copyright 2013, Fireman's Fund Insurance Company, Novato, CA. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

this policy by way of this MultiCover® endorsement and have agreed in a written **insured contract** that this insurance is primary and non-contributory with other insurance available to that additional insured, this insurance is primary and we will not seek contribution from such additional insured's other insurance, provided that the additional insured is a Named Insured under such other insurance.

5. **Waiver of Subrogation**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 8., is deleted and replaced by the following:

8. Transfer of Rights of Recovery Against Others to Us and Blanket Waiver of Subrogation

a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after the loss to impair those rights. At our request, the insured will bring **suit** or transfer those rights to us and help us enforce them.

b. If required by a written **insured contract** executed prior to the **occurrence** or offense, we waive any right of recovery we may have against any person or organization named in such **insured contract**, because of payments we make for injury or damage arising out of your operations or **your work** for that person or organization.

6. **Cancellation - 90 Days**

Common Policy Conditions endorsement IL0017, A. Cancellation, item 2.b. is deleted and replaced by the following:

b. 90 days before the effective date of cancellation if we cancel for any other reason.

7. **Liberalization**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, the following is added as an additional Condition:

Liberalization

If we adopt a change in our forms or rules which would broaden the coverage provided by any form that is a part of this policy without an extra premium charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

8. **Fire, Explosion, Sprinkler Leakage, or Lightning Legal Liability Coverage**

A. SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, the last paragraph, is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, explosion, sprinkler leakage, or lightning to premises while:

1. Rented to you;

2. Temporarily occupied by you with the permission of the owner; or

3. Managed by you under a written agreement with the owner.

A separate limit of insurance applies to this coverage as described in Section III - LIMITS OF INSURANCE.

B. SECTION III - LIMITS OF INSURANCE, item 6., is deleted and replaced by the following:

6. Subject to 5. above, the Damage to Premises Rented To You Limit shown in the Declarations, for **property damage** to any one premises while rented to you, or in the case of damage by fire, explosion, sprinkler leakage, or lightning while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner, is the greater of:

a. $1,000,000 Any One Premises; or

b. The Damage To Premises Rented To You Limit shown in the Declarations.

CG7158 1-14
Copyright 2013, Fireman's Fund Insurance Company, Novato, CA. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

* 7 0297 1 000000 0 0 08G *
INSUR
EFCG 0154 A08G701
CIZ
001286A

C. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, b. Excess Insurance, (1)(a), items (i) and (iii), are deleted and replaced by the following:

(i) That is Fire, Explosion, Sprinkler Leakage, or Lightning insurance for premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for **property damage** to premises rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner; or

D. SECTION V - DEFINITIONS, 9. **Insured Contract**, item a., is deleted and replaced by the following:

(a) A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion, sprinkler leakage, or lightning to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, is not an **insured contract**;

9. **Damage to Invitees' Automobiles from Falling Trees or Tree Limbs - Limited Coverage**

This coverage applies to direct physical damage to automobiles owned by invitees subject to all of the following:

1. Provided such damage originates from trees on premises owned, managed, leased or rented by an insured;

2. Coverage applies only to invitees of an insured or an insured's tenant;

3. Such damage is directly caused by wind-driven falling trees or tree limbs;

4. The most we will pay for any one loss is the lowest of:

a. the actual cash value of the damaged automobile as of the time of the loss; or

b. the cost of repairing the damaged automobile; or

c. the cost of replacing the damaged automobile with another automobile of like kind and quality.

Regardless of the number of occurrences, losses or claims, this coverage is subject to a limit of $25,000 in any one policy period;

5. This coverage is not subject to the General Liability General Aggregate Limit; and

6. We will make payments under this coverage without regard to fault.

10. **Non-Owned or Chartered Watercraft**

SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, item g. Aircraft, Auto, or Watercraft, item (2), is deleted and replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used for public transportation or as a common carrier;

11. **Chartered Aircraft**

SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g. Aircraft, Auto Or Watercraft, item (6), is added as follows:

(6) An aircraft in which you have no ownership interest and that you have chartered with crew.

12. **Coverage Territory - Broadened**

SECTION V - DEFINITIONS, item 4.a., is deleted and replaced by the following:

a. The United States of America (including its territories and possessions), Puerto Rico, Canada, Bermuda, the Bahamas, The Cayman Islands, and the British Virgin Islands;

Copyright 2013, Fireman's Fund Insurance Company, Novato, CA. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

13. **Personal and Advertising Injury - Contractual**

Unless **personal and advertising injury** is excluded from this policy the following applies:

SECTION I - COVERAGES, COVERAGE B, 2. Exclusions, item e., is deleted.

14. **Fellow Employee Coverage**

SECTION II - WHO IS AN INSURED, 2.a., item (1) is deleted and replaced by the following:

(1) **Personal and advertising injury:**

However, subsections (a), (b), (c) and (d) of item (1) remain unchanged.

15. **Bodily Injury Definition - Broadened**

SECTION V - DEFINITIONS, 3. **Bodily Injury** is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

16. **Expected or Intended Injury - Amendment to Exclusion**

SECTION I. Coverage A Bodily Injury and Property Damage Liability, 2. EXCLUSIONS, a. Expected or Intended Injury, is deleted and replaced by the following:

a. Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the insured.

This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

17. **Unintentional Failure to Disclose Hazards**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 6. Representations, the following is added:

d. If you unintentionally fail to disclose any hazards existing at the inception date of this policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

18. **Supplementary Payments - Increased Limits**

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, items 1.b. and 1.d., are deleted and replaced by the following:

b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or **suit**, including substantiated loss of earnings up to $500 a day because of time off from work.

19. **Duties in the Event of an Occurrence, Offense, Claim or Suit - Amended**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 2.a. is deleted and replaced by the following:

(1) You must see to it that we or any licensed agent of ours are notified of a General Liability **occurrence** or offense which may result in a claim as soon as practicable after it becomes known to:

(a) You, if you are an individual;

(b) Your partner or member, if you are a partnership or joint venture;

(c) Your member, if you are a limited liability company;

(d) Your executive officer if you are an organization other than a partnership, joint venture or limited liability company; or

(e) Your authorized representative or insurance manager.

Knowledge of an **occurrence** or offense by persons other than those listed above does not imply that those listed above also have such knowledge.

CG7158 1-14
Copyright 2013, Fireman's Fund Insurance Company, Novato, CA. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

* 7 0298 1 000000 0 0 08G *
INSUR
EFCG 0154 A08G701
CIZ
001288A

(2) To the extent possible, notice should include:

(a) How, when and where the **occurrence** or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the **occurrence** or offense.

20. **Non Employment Discrimination Liability**

Unless **personal and advertising injury** is excluded from this policy the following applies:

A. SECTION V - DEFINITIONS, 14. **Personal and advertising injury**, item h. is added as follows:

h. **Discrimination**.

B. SECTION V - DEFINITIONS, item 23. is added as follows:

23. **Discrimination** means the unlawful treatment of a person or class of persons because of their specific race, color, religion, gender, age, or national origin in comparison to one or more persons who are not members of the specified class.

C. SECTION I - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions, the following are added:

q. **Discrimination** directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured;

r. **Discrimination** directly or indirectly related to the sale, rental, lease or sublease or prospective sale, rental, lease or sublease of any dwelling or permanent lodging by or at the direction of any insured;

s. **Discrimination**, if insurance thereof is prohibited by law; or

t. Fines, penalties, specific performance, or injunctions levied or imposed by a governmental entity, governmental code, law, or statute because of **discrimination**.

21. **Medical Payments**

Unless COVERAGE C MEDICAL PAYMENTS, or the **products-completed operations hazard** has been excluded from this policy the following applies:

A. SECTION I - COVERAGES, COVERAGE C MEDICAL PAYMENTS, 2. Exclusions, item f., is deleted and replaced by the following:

f. **Products-Completed Operations Hazard**

Included within the **products-completed operations hazard**. However, this exclusion does not apply to expenses for dental services.

B. Section I - COVERAGES, COVERAGE C MEDICAL PAYMENTS, is amended to include item 3. as follows:

3. Limit of Insurance

The Medical Expense Limit of Insurance shall be the greater of:

a. $20,000 Any One Person; or

b. The amount shown in the Declarations.

All other terms and conditions of the policy apply.

Copyright 2013, Fireman's Fund Insurance Company, Novato, CA. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

FleetCover® Endorsement - CA 70 18 10 14

Policy Amendment(s)

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form
Motor Carrier Coverage Form

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. **Broadened Named Insured**

Section II - Covered Autos Liability Coverage, A. Coverage, 1. Who Is An Insured, the following is added:

Any organization you own on the inception of this policy, or newly acquire or form during the policy period, and over which you maintain during the policy period, majority ownership or majority interest will qualify as a Named Insured if:

(1) There is no other similar insurance available to that organization; and

(2) The first Named Insured shown in the Declarations of this policy has the responsibility of placing insurance for that organization; and

(3) The organization is incorporated or organized under the laws of the United States of America.

However:

(a) Coverage under this provision is afforded only until the next occurring 12 month anniversary of the beginning of the policy period shown in the Declarations, or the end of the policy period, whichever is earlier; and

(b) Coverage under this provision does not apply to **bodily injury** or **property damage** that results from an **accident** that occurred before you acquired or formed the organization; and

(c) No person or organization is an **insured** with respect to any current or past partnership, or joint venture that is not shown as a Named Insured in the Declarations; and

(d) Coverage under A.(1), (2) and (3) above does not apply to any organization that is covered as an insured under any other automobile liability insurance policy whose limits of insurance have been exhausted or whose insurer has become insolvent.

B. **Broadened Who Is an Insured**

1. Form CA0001 (if attached to this policy), **Section II - Covered Autos Liability Coverage**, A. Coverage, 1. Who Is An Insured, item b.(2) is deleted, and d. is added as follows:

   d. Your **employee** while using with your permission his owned **auto**, or an **auto** owned by a member of his or her household, in your business or your personal affairs, provided you do not own, hire or borrow that **auto**.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy

© 2014 Fireman's Fund Insurance Company, Novato, CA. All rights reserved.

2. Form CA0020 (if attached to this policy), **Section II - Covered Autos Liability Coverage**, A. Coverage, 1. Who Is An Insured, item b.(2) is deleted, and f. is added as follows:

   f. Your **employee** or agent while using with your permission his owned **private passenger type auto,** or a **private passenger type auto** owned by a member of his or her household, in your business or your personal affairs, provided you do not own, hire or borrow that **auto**.

C. **Additional Insured Coverage and Waiver of Subrogation**

1. Form CA0001 (if attached to this policy), **Section II - Covered Autos Liability Coverage**, A. Coverage, 1. Who Is An Insured, the following is added as item e.; and form CA0020 (if attached to this policy), **Section II - Covered Autos Liability Coverage**, A. Coverage, 1. Who Is An Insured; the following is added as item g.:

   Any person or organization with respect to the operation, maintenance, or use, of a covered **auto**, provided that you and such person or organization have agreed under an expressed provision in a written **insured contract** or written agreement, or a written permit issued to you by a governmental or public authority, to add such person, organization, or governmental or public authority to this policy as an **insured**.

   However, such person or organization is an **insured**:

   (1) Only with respect to the operation, maintenance, or use, of a covered **auto**; and

   (2) Only for **bodily injury** or **property damage** caused by an **accident** which takes place after:

      (a) You executed the **insured contract** or written agreement; or

      (b) The permit has been issued to you.

2. Form CA0001 (if attached to this policy), **Section IV - Business Auto Conditions**, A. Loss Conditions, item 5.; and form CA0020 (if attached to this policy), **Section V - Motor Carrier Conditions**, A. Loss Conditions, item 6.; the following is added:

   Waiver of Subrogation

   If required by a:

   a. Written **insured contract** or written agreement executed prior to the **accident**; or

   b. Written permit issued to you by a governmental or public authority prior to the **accident**;

   we waive any right of recovery we may have against any person or organization named in such contract, agreement or permit, because of payments we make for injury or damage arising out of a covered **auto**.

D. **Auto Medical Payments - Increased Limit**

For each covered **auto** described in the Declarations or shown in the Schedule as having Auto Medical Payments Coverage, the Medical Payments Limit of Insurance for those **autos** is revised to the greater of:

1. $5,000; or

2. The limit shown in the Declarations.

E. **Hired Auto Physical Damage Coverage and Loss of Use Expenses**

Hired Auto Physical Damage Coverage

If Physical Damage Coverage is provided by this policy on your owned covered **autos**, the following applies:

© 2014 Fireman's Fund Insurance Company, Novato, CA. All rights reserved.

* 7 0275 0 000000 0 0 11G *
INSUR
EFCG 0154 A11G601
CIZ
000514A

Any **auto** that you lease, hire, rent or borrow without a driver, will be covered under this policy for Physical Damage Coverage. However, any such **auto**:

1. Will be covered only for the same Physical Damage Coverage that applies to your owned covered **autos**;

2. Will be subject to the same applicable deductible shown in the Declarations that applies to your most similar owned covered **auto**, except any Comprehensive Coverage deductible does not apply to **loss** caused by fire or lightning; and

3. The most we will pay for any one **loss** in any one **accident** is the lesser of the following:

   a. Actual Cash Value of the damaged or stolen property as of the time of the **loss** as determined by us; or

   b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

In addition, we will pay costs and fees associated with such covered **loss** only for a maximum time period of seven days beginning with the date of **loss**, subject to a maximum of $500.

However:

(1) If form CA0001 is attached to this policy, this coverage does not apply to **autos** you lease, hire, rent or borrow from any of your **employees**, partners (if you are a partnership), members (if you are a limited liability company) or members of their households; and

(2) If form CA0020 is attached to this policy, this coverage does not apply to any **private passenger type auto** you lease, hire, rent or borrow from any member of your household, any of your **employees**, partners (if you are a partnership), members (if you are a limited liability company), or agents or members of their households.

Hired Auto Loss of Use Expenses

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage**, A. Coverage, 4. Coverage Extension, b. Loss of Use Expenses; and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage**, A. Coverage, 4. Coverage Extension, b. Loss of Use Expenses; is deleted and replaced by the following:

b. For Hired Auto Physical Damage, we will pay expenses for which an **Insured** becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

   (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered **auto**;

   (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss is provided for any covered **auto**; or

   (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered **auto**.

   However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $1,000.

F. **Coverage Territory - Hired Auto**

1. Form CA0001, (if attached to this policy), **Section IV - Business Auto Conditions**, B. General Conditions, 7. Policy Period, Coverage Territory, b.(5) is deleted and replaced by the following:

© 2014 Fireman's Fund Insurance Company, Novato, CA. All rights reserved.

(5) Anywhere in the world if a covered **auto** of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 180 days or less,

2. Form CA0020 (if attached to this policy), **Section V - Motor Carrier Conditions**, B. General Conditions, 7. Policy Period, Coverage Territory, b.(5) is deleted and replaced by the following:

(5) Anywhere in the world if a covered **auto** of the **private passenger type** is leased, hired, rented or borrowed without a driver for a period of 180 days or less,

G. **Communication Equipment Coverage**

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage**, C. Limits of Insurance, Paragraph 1.b.; and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage**, C. Limits of Insurance, Paragraph 1.b.; is deleted and replaced by the following:

b. All electronic equipment that reproduces , receives or transmits audio, visual or data signals in any one **loss** is $1,500, if, at the time of **loss**, such electronic equipment is:

H. **Tapes, Records, CDs and DVD Coverage**

The Physical Damage Coverage Section is amended as follows:

1. The exclusion referring to tapes, records, discs, or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment does not apply.

2. Under Comprehensive Coverage - Form CA0001 (if attached to this policy), **Section III- Physical Damage Coverage**, A. Coverage; and form CA0020 (if attached to this policy), **Section IV- Physical Damage Coverage**, A. Coverage; the following is added:

We will pay for **loss** to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

a. Are your property, or that of a family member; and

b. Are in a covered **auto** at the time of a **loss**.

The most we will pay for **loss** is $250. No deductible applies to this coverage.

I. **Personal Effects Coverage**

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage**, A. Coverage, 4. Coverage Extensions; and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage**, A. Coverage, 4. Coverage Extension; item c. is added as follows:

c. Personal Effects Coverage

We will pay up to $500 for **loss** for clothing items or other personal effects that are owned by an **insured** and are in a covered **auto** in the event of a covered **loss.**

Personal Effects do not include audio visual or electronic devices, money, giftcards, securities, jewelry, or tools.

This coverage is excess over any other collectible insurance.

No deductible applies to this coverage.

© 2014 Fireman's Fund Insurance Company, Novato, CA. All rights reserved.

* 7 0276 0 000000 0 0 11G *
INSUR
EFCG 0154.A11G601
CIZ
000516A

J. **Airbag Coverage**

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage**, B. Exclusions, 3.a.; and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage**, B. Exclusions, 3.a.; the following is added:

However, mechanical breakdown does not mean the unintended discharge of an airbag, provided that any **loss** covered under this provision is excess over any other collectable insurance or warranty designed to cover such unintended discharge.

K. **Rental Reimbursement**

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage**, A. Coverage, 4. Coverage Extensions; and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage**, A. Coverage, 4. Coverage Extension; item d. is added as follows:

d. Rental Reimbursement or Transportation Expenses

If loss occurs to a covered **auto** described or designated in the Declarations or Schedule and covered for Physical Damage Coverage, we will pay for rental expenses for the rental of a similar replacement **auto** and additional transportation expenses, incurred by you. This payment applies in addition to the otherwise applicable amount of each coverage you have on the covered **auto**. No deductible applies to this coverage.

However:

(1) We will pay only for those expenses incurred by you that begin 24 hours after the covered **loss**.

(2) We will cease paying for those expenses, regardless of the policy's expiration date, at the earlier of the following dates:

(a) The number of days reasonably required to repair or replace the covered **auto**. If **loss** is caused by theft, this number of days is added to the number of days it takes to locate and return the covered **auto** to you; or

(b) 45 days from the date this coverage begins.

(3) Our payment is limited to the lesser of the following amounts:

(a) Necessary and actual expenses incurred by you; or

(b) $1,500.

(4) This coverage does not apply while there are spare or reserve **autos** available to you for your operations.

(5) If **loss** results from the total theft of a covered **private passenger type auto** (if CA0020 is attached to this policy), or a covered private passenger **auto** (if CA0001 is attached to this policy), we will pay under this coverage only that amount of your covered rental expenses or additional transportation expenses which are not already provided for under the Physical Damage Coverage Extensions.

L. **Extended Towing Coverage**

1. Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage**, A. Coverage, 2. Towing, is deleted and replaced by the following:

© 2014 Fireman's Fund Insurance Company, Novato, CA. All rights reserved.

2. Extended Towing

We will pay up to $750 per disablement for towing and labor costs you incur each time your covered **auto** is disabled. However:

a. All labor must be performed at the place of disablement; and

b. If the covered **auto** is of the private passenger type, no deductible applies; and

c. If the covered **auto** is not of the private passenger type, our obligation to pay will be reduced by a $250 deductible per disablement.

d. If the covered **auto** is not of the private passenger type and the disablement results from a **loss** covered under **Section III - Physical Damage Coverage**, A. Coverage, Paragraphs 1, a., b., or c., there is no separate deductible for the Extended Towing Coverage.

For purposes of this coverage, disablement means a breakdown of the covered **auto** including mechanical breakdown, engine failure, or tire blowout, where repairs cannot be made roadside and a tow is required to remove the auto from the roadway and to seek additional services and repair.

2. Form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage**, A. Coverage, 2. Towing - Private Passenger Autos, is deleted and replaced by the following:

2. Extended Towing

We will pay up to $750 per disablement for towing and labor costs you incur each time your covered **auto** is disabled. However:

a. All labor must be performed at the place of disablement; and

b. If the covered **auto** is of the **private passenger type**, no deductible applies; and

c. If the covered **auto** is not of the **private passenger type**, our obligation to pay will be reduced by a $250 deductible per disablement.

d. If the covered **auto** is not of the **private passenger type** and the disablement results from a **loss** covered under **Section IV - Physical Damage Coverage**, A. Coverage, Paragraphs 1, a., b., or c., there is no separate deductible for the Extended Towing Coverage.

For purposes of this coverage, disablement means a breakdown of the covered **auto** including mechanical breakdown, engine failure, or tire blowout, where repairs cannot be made roadside and a tow is required to remove the auto from the roadway and to seek additional services and repair.

M. **Cancellation - 120 Days Notice**

If we cancel this policy for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured at the last mailing address known to us, written notice of cancellation at least 120 days prior to the effective date of cancellation.

N. **Supplementary Payments - Increased Limits**

Section II - Covered Autos Liability Coverage, 2. Coverage Extensions, a. Supplementary Payments, items (2) and (4) are deleted and replaced by the following:

(2) Up to $2,500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an **accident** we cover. We do not have to furnish these bonds.

© 2014 Fireman's Fund Insurance Company, Novato, CA. All rights reserved.

* 7 0277 0 000000 0 0 11G *
INSUR
EFCG.0154.A11G601
CIZ
000518A

(4) All reasonable expenses incurred by the **insured** at our request, including substantiated loss of earnings up to $500 a day, because of time off from work.

O. **Duties In The Event Of Accident, Claim, Suit Or Loss - Amended**

Form CA0001 (if attached to this policy) **Section IV - Business Auto Conditions**, A. Loss Conditions, item 2. a.; and form CA0020 (if attached to this policy) **Section V - Motor Carrier Conditions**, A. Loss Conditions, item 2. a.; is deleted and replaced by the following:

a. In the event of **accident**, claim, **suit** or **loss**, you must promptly notify us or our authorized representative when it becomes known to:

(1) You, if you are an individual;

(2) Your partner or member, if you are a partnership or joint venture;

(3) Your member, if you are a limited liability company;

(4) Your executive officer if you are an organization other than a partnership, joint venture or limited liability company; or

(5) Your authorized representative or insurance manager.

Knowledge of an **accident**, claim, **suit** or **loss** by other persons does not imply that the persons listed above have such knowledge.

Notice should include:

(a) How, when and where the **accident** or **loss** occurred; and

(b) The **insured's** name and address; and

(c) To the extent possible, the names and address of any injured persons and witnesses.

P. **Unintentional Failure to Disclose Hazards**

Form CA0001 (if attached to this policy), **Section IV - Business Auto Conditions**, B. General Conditions, item 2.; and form CA0020 (if attached to this policy), **Section V - Motor Carrier Conditions**, B. General Conditions, item 2.; the following is added:

However, if you unintentionally fail to disclose any hazards existing at the inception date of this policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Q. **Fellow Employee Coverage**

Section II - Covered Autos Liability Coverage, B. Exclusions, 5. Fellow Employee, the following is added:

However, this exclusion does not apply if the **bodily injury** results from the use of a covered **auto** you own or hire, and provided that any coverage under this provision only applies in excess over any other collectible insurance.

R. **Limited Mexico Coverage**

WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - NOT THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A CRIMINAL OFFENSE AS WELL AS A CIVIL MATTER.

© 2014 Fireman's Fund Insurance Company, Novato, CA. All rights reserved.

IN SOME CASES THE COVERAGE PROVIDED HERE MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING IN MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR OUTSIDE OF 25 MILES FROM THE BORDER OF THE UNITED STATES OF AMERICA.

Form CA0001 (if attached to this policy), **Section IV - Business Auto Conditions**, B. General Conditions, item 7.; and form CA0020 (if attached to this policy), **Section V - Motor Carrier Conditions**, B. General Conditions, item 7.; the following is added:

The coverage territory is extended to include Mexico, but only:

(i) For **accidents** or **losses** occurring within 25 miles of the United States border; and

(ii) For trips into Mexico of 10 days or less; and

(iii) If the covered **auto** is principally garaged and principally used in the United States; and

(iv) If the **insured** is a resident of the United States.

If a **loss** to a covered **auto** occurs in Mexico, we pay for such **loss** in the United States. If the covered **auto** must be repaired in Mexico in order to be driven, we will not pay for more than the actual cash value of such **loss** as determined by us at the nearest United States point where the repairs can be made.

Any insurance provided under this provision will be excess over any other collectible insurance.

S. **Extended Glass Coverage**

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage**, A. Coverage, item 3.a.; and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage**, A. Coverage, item 3.a.; is deleted and replaced by the following:

a. Glass breakage. If glass must be replaced, the deductible will be $100 or the deductible shown in the Declarations, whichever is less. If glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

T. **Broadened Definition of Bodily Injury**

Form CA0001 (if attached to this policy), **Section V - Definitions**, item C.; and form CA0020 (if attached to this policy), **Section VI - Definitions**, item C.; is replaced by the following:

C. **Bodily injury** means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. **Customer Lease or Loan Physical Damage Coverage Extension**

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage**, C. Limits of Insurance; and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage,** C. Limits of Insurance; item 4. is added as follows:

4. If your covered owned **auto** is:

(1) Shown in the Schedule and designated as covered for Physical Damage Coverage; and

(2) Shown in this policy as having a loss payee or additional insured-lessor; and

© 2014 Fireman's Fund Insurance Company, Novato, CA. All rights reserved.

^ 7 0278 0 000000 0 0 11G ^
INSUR
EFCG 0154 A11G601
CIZ
000520A

(3) Incurs a covered total **loss**;

we will pay the greater of:

(a) The actual cash value, as determined by us, of the damaged or stolen property as of the time of the total **loss**; or

(b) The **outstanding indebtedness** under the initial finance agreement for the covered **auto** and its equipment.

As used here, **outstanding indebtedness** means the amount you owe on the finance agreement at the time of total **loss**:

(i) Less any amounts representing taxes, overdue payments, penalties, interest, or charges resulting from overdue payments, additional mileage, excess wear and tear, or lease termination fees; and

(ii) Less any administrative costs or overhead fees assessed by the finance company who has leased the covered **auto** to you; and

(iii) Less security deposits not returned by the lessor; and

(iv) Less costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(v) Less carry-over balances from previous loans or leases.

V. **Two or More Deductibles**

1. **Section III - Physical Damage Coverage** D. Deductible, of form CA0001 (if attached to this policy), the following is added:

   If another Fireman's Fund Insurance Company policy or coverage form that is not an automobile policy or coverage form applies to the same **accident** or **loss**, the following applies:

   (1) If the deductible under this **Business Auto Coverage Form** is the lesser (or least) deductible, it will be waived.

   (2) If the deductible under this **Business Auto Coverage Form** is not the lesser (or least) deductible, it will be reduced by the amount of the lesser (or least) deductible.

2. **Section IV - Physical Damage Coverage,** D. Deductible of form CA0020 (if attached to this policy), the following is added:

   If another Fireman's Fund Insurance Company policy or coverage form that is not an automobile policy or coverage form applies to the same **accident** or **loss**, the following applies:

   (1) If the deductible under this **Motor Carrier Coverage Form** is the lesser (or least) deductible, it will be waived.

   (2) If the deductible under this **Motor Carrier Coverage Form** is not the lesser (or least) deductible, it will be reduced by the amount of the lesser (or least) deductible.

All other terms and conditions of the policy remain unchanged.

© 2014 Fireman's Fund Insurance Company, Novato, CA. All rights reserved.

Additional Insured - Primary and Non-Contributory With Other Insurance CA 71 06 04 14

Policy Amendment(s) Commercial Business Auto Coverage Form

Insured: Mott MacDonald Group, Inc.

Policy Number: MZX80997800

Producer: Willis of New Jersey, Inc.

Effective Date: 06/30/2019

This endorsement modifies insurance provided by the following:

Business Auto Coverage Form

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

Scheduled Persons or Organizations	**With Respect to Designated Project or Contract**
Any person or organization from whom you are required by written contract or agreement .	As required by written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Provisions

A. The following is added to paragraph c. in A.1., **Who Is An Insured**, of **Section II - Liability Coverage**:

Any person or organization shown above who is required under written contract or agreement between you and that person or organization, that is signed and executed by you before the **bodily injury** or **property damage** occurs and that is in effect during the policy period, to be named as an additional insured is an insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an insured under the Who Is An Insured provision contained in Section II.

B. The following is added to Paragraph 5., **Other Insurance**, in B. **General Conditions** of **Section IV - Business Auto Conditions**:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, if the scheduled person or organization shown above has other insurance under which it is the first named insured and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between you and that scheduled person or organization, that is signed and executed by you before the **bodily injury** or **property damage** occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy

CA7106 4-14
© 2014 Fireman's Fund Insurance Company, Novato, CA. All rights reserved.

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

THIS POLICY, IN PART, PROVIDES FOLLOW-FORM LIABILITY COVERAGE. COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE. COVERAGE WILL APPLY ON A DEFENSE-WITHIN-LIMITS BASIS WHEN FOLLOWING UNDERLYING INSURANCE UNDER WHICH DEFENSE EXPENSES ARE PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMITS OF INSURANCE. WHEN FOLLOWING SUCH UNDERLYING INSURANCE, PAYMENT OF DEFENSE EXPENSES UNDER THIS POLICY WILL REDUCE, AND MAY EXHAUST, THE LIMITS OF INSURANCE OF THIS POLICY. PLEASE READ THE ENTIRE POLICY CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED.**

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI – DEFINITIONS.**

SECTION I – COVERAGES

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

1. We will pay on behalf of the insured those sums, in excess of the "applicable underlying limit", that the insured becomes legally obligated to pay as damages to which Coverage **A** of this insurance applies, provided that the "underlying insurance" would apply to such damages but for the exhaustion of its applicable limits of insurance. If a sublimit is specified in any "underlying insurance", Coverage **A** of this insurance applies to damages that are in excess of that sublimit only if such sublimit is shown for that "underlying insurance" in the Schedule Of Underlying Insurance.
2. Coverage **A** of this insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance", except with respect to any provisions to the contrary contained in this insurance.
3. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE.**
4. For the purposes of Paragraph 1. above:
   a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance will be considered to be reduced or exhausted only by the following payments:
      (1) Payments of judgments or settlements for damages that are covered by that "underlying insurance". However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for damages that would not be covered by this Excess Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance";
      (2) Payments of "medical expenses" that are covered by that "underlying insurance" and are incurred for "bodily injury" caused by an accident that takes place during the policy period of this Excess Follow-Form And Umbrella Liability Insurance; or

 © 2016 The Travelers Indemnity Company. All rights reserved.

(3) Payments of defense expenses that are covered by that "underlying insurance", only if such "underlying insurance" includes such payments within the limits of insurance. However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for defense expenses that would not be covered by this Excess Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance".

If the applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance is actually reduced or exhausted by other payments, Coverage **A** of this insurance is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had such limit not been actually reduced or exhausted by such other payments.

b. If any "underlying insurance" has a limit of insurance greater than the amount shown for that insurance in the Schedule of Underlying Insurance, this insurance will apply in excess of that greater amount. If any "underlying insurance" has a limit of insurance, prior to any reduction or exhaustion by payment of damages, "medical expenses" or defense expenses described in Paragraph **a.** above, that is less than the amount shown for that insurance in the Schedule Of Underlying Insurance, this insurance will apply in excess of the amount shown for such insurance in the Schedule Of Underlying Insurance.

5. When the "underlying insurance" applies on a claims-made basis and includes a retroactive date provision, the retroactive date for Coverage **A** of this insurance is the same as the retroactive date of that "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

1. We will pay on behalf of the insured those sums in excess of the "self-insured retention" that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which Coverage **B** of this insurance applies.

2. Coverage **B** of this insurance applies to "bodily injury" or "property damage" only if:

a. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place anywhere in the world;

b. The "bodily injury" or "property damage" occurs during the policy period; and

c. Prior to the policy period, no insured listed under Paragraph **1.** in Paragraph **B.**, **COVERAGE B – UMBRELLA LIABILITY, of SECTION II – WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

3. Coverage **B** of this insurance applies to "personal injury" or "advertising injury" caused by an offense arising out of your business, but only if the offense was committed during the policy period anywhere in the world.

4. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE.**

5. "Bodily injury" or "property damage":

a. Which occurs during the policy period; and

b. Which was not prior to, but was during, the policy period known to have occurred by any insured listed under Paragraph **1.** in Paragraph **B.**, **COVERAGE B – UMBRELLA LIABILITY of SECTION II – WHO IS AN INSURED**, or any "employee" authorized by you to give notice of an "occurrence" or claim;

includes any continuation, change or resumption of the "bodily injury" or "property damage" after the end of the policy period.

6. "Bodily injury" or "property damage" will be deemed to have been known

© 2016 The Travelers Indemnity Company. All rights reserved.

to have occurred at the earliest time when any insured listed under Paragraph **1.** in Paragraph **B.**, **COVERAGE B – UMBRELLA LIABILITY**, of **SECTION II – WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

a. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

c. Becomes aware by any other means that the "bodily injury" or "property damage" has occurred or has begun to occur.

7. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

8. Coverage **B** of this insurance does not apply to damages covered by any "underlying insurance" or that would have been covered by any "underlying insurance" but for the exhaustion of its applicable limit of insurance.

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

1. We will reimburse the insured, or pay on the insured's behalf, "crisis management service expenses" to which Coverage **C** applies.

2. Coverage **C** of this insurance applies to "crisis management service expenses" that:

a. Arise out of a "crisis management event" that first commences during the policy period;

b. Are incurred by the insured, after a "crisis management event" first commences and before such event ends; and

c. Are submitted to us within 180 days after the "crisis management advisor" advises you that the "crisis management event" no longer exists.

3. A "crisis management event" will be deemed to:

a. First commence at the time when any "executive officer" first becomes aware of an "event" or "occurrence" that leads to that "crisis management event"; and

b. End when we decide that the crisis no longer exists or when the Crisis Management Service Expenses Limit has been exhausted, whichever occurs first.

4. The amount we will pay for "crisis management service expenses" is limited as described in **SECTION III – LIMITS OF INSURANCE.**

5. A "self-insured retention" does not apply to "crisis management service expenses".

6. Any payment of "crisis management service expenses" that we make will not be determinative of our obligations under this insurance with respect to any claim or "suit" or create any duty to defend or indemnify any insured for any claim or "suit".

D. DEFENSE AND SUPPLEMENTARY PAYMENTS

1. We will have the right and duty to defend the insured:

a. Under Coverage **A**, against a "suit" seeking damages to which such coverage applies, if:

(1) The "applicable underlying limit" is the applicable limit of insurance stated for a policy of "underlying insurance" in the Schedule Of Underlying Insurance and such limit has been exhausted solely due to payments as permitted in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; or

(2) The "applicable underlying limit" is the applicable limit of any "other insurance" and such limit has been exhausted by payments of judgments, settlements or medical expenses, or related costs or expenses (if such costs or expenses reduce such limits).

For any "suit" for which we have the right and duty to defend the insured under Coverage **A**, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance"; or

b. Under Coverage **B**, against a "suit" seeking damages to which such coverage applies.

2. We have no duty to defend any insured against any "suit":

 © 2016 The Travelers Indemnity Company. All rights reserved.

a. Seeking damages to which this insurance does not apply; or

b. If any other insurer has a duty to defend.

3. When we have the duty to defend, we may, at our discretion, investigate and settle any claim or "suit". In all other cases, we may, at our discretion, participate in the investigation, defense and settlement of any claim or "suit" for damages to which this insurance may apply. If we exercise such right to participate, all expenses we incur in doing so will not reduce the applicable limits of insurance.

4. Our duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements, or defense expenses if such expenses are within the limits of insurance of this policy.

5. We will pay, with respect to a claim we investigate or settle, or "suit" against an insured we defend:

a. All expenses we incur.

b. The cost of:

(1) Bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies; or

(2) Appeal bonds and bonds to release attachments;

but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of such claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

f. All interest that accrues on the full amount of any judgment after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance. If we do not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY**, these payments will not reduce the applicable limits of insurance, but only if the applicable "underlying insurance" provides for such payments in addition to its limits of insurance. With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE B – UMBRELLA LIABILITY**, these payments will not reduce the applicable limits of insurance.

SECTION II – WHO IS AN INSURED

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

With respect to Coverage **A**, the following persons and organizations qualify as insureds:

1. The Named Insured shown in the Declarations; and

2. Any other person or organization qualifying as an insured in the "underlying insurance". If you have agreed to provide insurance for that person or organization in a written contract or agreement:

a. The limits of insurance afforded to such person or organization will be:

(1) The amount by which the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement exceed the total limits of insurance of all applicable "underlying insurance"; or

(2) The limits of insurance of this policy;

whichever is less; and

b. Coverage under this policy does not apply to such person or organization if the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement are wholly within the total limits of insurance of all available applicable "underlying insurance".

© 2016 The Travelers Indemnity Company. All rights reserved.

B. COVERAGE B – UMBRELLA LIABILITY

With respect to Coverage **B**:

1. The Named Insured shown in the Declarations is an insured.
2. If you are:
   - **a.** An individual, your spouse is also an insured, but only with respect to the conduct of a business of which you are the sole owner.
   - **b.** A partnership or joint venture, your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.
   - **c.** A limited liability company, your members are also insureds, but only with respect to the conduct of your business. Your managers are also insureds, but only with respect to their duties as your managers.
   - **d.** An organization other than a partnership, joint venture or limited liability company, your "officers" and directors are also insureds, but only with respect to their duties as your "officers" or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
   - **e.** A trust, your trustees are also insureds, but only with respect to their duties as trustees.
3. Each of the following is also an insured:
   - **a.** Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
     - **(1)** "Bodily injury" or "personal injury":
       - **(a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
       - **(b)** To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
       - **(c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or
       - **(d)** Arising out of his or her providing or failing to provide professional health care services.

       Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
     - **(2)** "Property damage" to property:
       - **(a)** Owned, occupied or used by; or
       - **(b)** Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

       you, any of your "employees" or "volunteer workers", any of your partners or members (if you are a partnership or joint venture), or any of your members (if you are a limited liability company).

 © 2016 The Travelers Indemnity Company. All rights reserved.

b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

4. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, on the first day of the policy period is an insured and will qualify as a Named Insured. No such organization is an insured or will qualify as a Named Insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

5. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, is an insured and will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage for such organization does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal injury" or "advertising injury" arising out of an offense committed;

before you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Paragraph **B.** of **SECTION II – WHO IS AN INSURED.**

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

With respect to Coverage **C,** the following persons and organizations are insureds and will qualify as Named Insureds:

1. The Named Insured shown in the Declarations.

2. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, on the first day of the policy period. No such organization is an insured or will qualify as a Named Insured for "crisis management service expenses" arising out of a "crisis management event" that first commences after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage for such organization does not apply to "crisis management service expenses" arising out of a "crisis management event" that occurred before you acquired or formed the organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis management event" after the date you acquired or formed the organization.

© 2016 The Travelers Indemnity Company. All rights reserved.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay for the amounts described below to which this insurance applies regardless of the number of:

1. Insureds;
2. Claims made or "suits" brought;
3. Number of vehicles involved;
4. Persons or organizations making claims or bringing "suits"; or
5. Coverages provided under this insurance.

As indicated in Paragraph **D.1.** of **SECTION I – COVERAGES**, for any "suit" for which we have the right and duty to defend the insured under Coverage **A**, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance".

B. The General Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and
2. Defense expenses if such expenses are within the limits of insurance of this policy;

except:

1. Damages and defense expenses because of "bodily injury" or "property damage" included in the "auto hazard";
2. Damages and defense expenses because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; or
3. Damages and defense expenses for which insurance is provided under any Aircraft Liability coverage included as "underlying insurance" to which no aggregate limit applies.

C. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and
2. Defense expenses if such expenses are within the limits of insurance of this policy;

because of "bodily injury" or "property damage" included in the "products-completed operations hazard".

D. Subject to Paragraph **B.** or **C.** above, whichever applies, the Occurrence Limit is the most we will pay for the sum of all:

1. Damages, and defense expenses if such expenses are within the limits of insurance of this policy, under Coverage **A** arising out of any one "event" to which the "underlying insurance" applies a limit of insurance that is separate from any aggregate limit of insurance; and
2. Damages under Coverage **B** because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence".

For the purposes of determining the applicable Occurrence Limit, all related acts or omissions committed in the providing or failing to provide first aid or "Good Samaritan services" to any one person will be considered one "occurrence".

E. The Crisis Management Service Expenses Limit is the most we will pay for the sum of all "crisis management service expenses" arising out of all "crisis management events". Payment of such "crisis management service expenses" is in addition to, and will not reduce, any other limit of insurance of this policy.

F. The limits of insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

SECTION IV – EXCLUSIONS

This insurance does not apply to:

A. With respect to Coverage **A** and Coverage **B**:

1. **Asbestos**

   a. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the damages are caused or contributed to by the hazardous properties of asbestos.

   b. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of

 © 2016 The Travelers Indemnity Company. All rights reserved.

any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any damages described in Paragraph **a.** above.

c. Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

2. Employment-Related Practices

Damages because of injury to:

a. A person arising out of any:

(1) Refusal to employ that person;

(2) Termination of that person's employment; or

(3) Employment related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprison-ment, applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

b. The spouse, child, parent, brother or sister of that person as a consequence of injury to that person as described in Paragraphs **a.(1)**, **(2)** or **(3)** above.

This exclusion applies:

a. Whether the insured may be liable as an employer or in any other capacity; and

b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

3. ERISA, COBRA And Similar Laws

Any obligation of the insured under:

a. The Employees Retirement Income Security Act Of 1974 (ERISA) or any of its amendments;

b. The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) or any of its amendments; or

c. Any similar common or statutory law of any jurisdiction.

4. Medical Expenses Or Payments

Any obligation of the insured under any "medical expenses" or medical payments coverage.

5. Nuclear Material

Damages arising out of:

a. The actual, alleged or threatened exposure of any person or property to; or

b. The "hazardous properties" of;

any "nuclear material".

As used in this exclusion:

a. "Hazardous properties" includes radioactive, toxic or explosive properties;

b. "Nuclear material" means "source material", "special nuclear material" or "by-product material"; and

c. "Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or any of its amendments.

6. Uninsured or Underinsured Motorists, No-Fault And Similar Laws

Any liability imposed on the insured, or the insured's insurer, under any of the following laws:

a. Uninsured motorists;

b. Underinsured motorists;

c. Auto no-fault or other first-party personal injury protection (PIP);

d. Supplementary uninsured/underinsured motorists (New York); or

e. Medical expense benefits and income loss benefits (Virginia).

© 2016 The Travelers Indemnity Company. All rights reserved.

7. War

Damages arising out of:

a. War, including undeclared or civil war; or

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

8. Workers Compensation And Similar Laws

Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

B. With respect to Coverage **B**:

1. Expected Or Intended Bodily Injury Or Property Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. Contractual Liability

"Bodily injury", "property damage", "personal injury" or "advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

3. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be liable by reason of:

a. Causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises for consumption on your premises;

b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

4. Employers Liability

"Bodily injury" to:

a. An "employee" of the insured arising out of and in the course of:

(1) Employment by the insured; or

(2) Performing duties related to the conduct of the insured's business; or

b. The spouse, child, parent, brother or sister of that "employee" as a consequence of "bodily injury" described in Paragraph **a.** above.

This exclusion applies:

a. Whether the insured may be liable as an employer or in any other capacity; and

b. To any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

5. Pollution

a. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".

b. Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or any other person or organization test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

6. Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

 © 2016 The Travelers Indemnity Company. All rights reserved.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is owned or operated by or rented or loaned to any insured.

7. Auto

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any "auto". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any "auto".

This exclusion does not apply to "bodily injury" or "property damage" caused by an "occurrence" that takes place outside of the United States of America (including its territories and possessions), Puerto Rico and Canada.

8. Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to a watercraft:

a. While ashore on premises owned by or rented to any insured; or

b. That is 50-feet long or less and that:

(1) You own; or

(2) You do not own and is not being used to carry any person or property for a charge.

9. Electronic Data

Damages claimed for the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

10. Damage To Property, Products Or Work

"Property damage" to:

a. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person or organization, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

b. Premises you sell, give away or abandon if the "property damage" arises out of any part of those premises;

c. Property loaned to you;

d. Personal property in the care, custody or control of the insured;

e. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations if the "property damage" arises out of those operations;

f. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it;

g. "Your product" arising out of "your product" or any part of it; or

h. "Your work" arising out of "your work" or any part of it and included in the "products-completed operations hazard".

11. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property", or property that has not been physically injured, arising out of:

a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

b. A delay or failure by you, or anyone acting on your behalf, to fulfill the terms of a contract or agreement.

© 2016 The Travelers Indemnity Company. All rights reserved.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

12. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

a. "Your product";

b. "Your work"; or

c. "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

13. Violation Of Consumer Financial Protection Laws

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of a "consumer financial protection law", or any other "bodily injury", "property damage", "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such violation.

14. Unsolicited Communication

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

15. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

16. Knowing Violation Of Rights Of Another

"Personal injury" or "advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury" or "advertising injury".

17. Material Published With Knowledge Of Falsity

"Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

18. Material Published Or Used Prior To Policy Period

a. "Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

b. "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

19. Criminal Acts

"Personal injury" or "advertising injury" arising out of a criminal act committed by or at the direction of the insured.

20. Breach Of Contract

"Personal injury" or "advertising injury" arising out of a breach of contract.

21. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

22. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

23. Intellectual Property

"Personal injury" or "advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

a. Copyright;

b. Patent;

c. Trade dress;

d. Trade name;

 © 2016 The Travelers Indemnity Company. All rights reserved.

e. Trademark;

f. Trade secret; or

g. Other intellectual property rights or laws.

This exclusion does not apply to:

a. "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

b. Any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

24. Insureds In Media And Internet Type Business

"Personal injury" or "advertising injury" arising out of an offense committed by an insured whose business is:

a. Advertising, "broadcasting" or publishing;

b. Designing or determining content of web-sites for others; or

c. An Internet search, access, content or service provider.

This exclusion does not apply to Paragraphs **a.(1)**, **(2)** and **(3)** of the definition of "personal injury".

For the purposes of this exclusion:

a. Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

b. The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

25. Electronic Chatrooms Or Bulletin Boards

"Personal injury" or "advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns or over which the insured exercises control.

26. Unauthorized Use Of Another's Name Or Product

"Personal injury" or "advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

C. With respect to Coverage **C**:

Newly Acquired, Controlled Or Formed Entities

"Crisis management service expenses" arising out of a "crisis management event" that involves any organization you newly acquire or form and that occurred prior to the date you acquired or formed that organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis management event" after the date you acquired or formed such organization.

SECTION V – CONDITIONS

A. APPEALS

1. If the insured or the insured's "underlying insurer" elects not to appeal a judgment which exceeds the "applicable underlying limit" or "self-insured retention", we may do so.

2. If we appeal such a judgment, we will pay all costs of the appeal. These payments will not reduce the applicable limits of insurance. In no event will our liability exceed the applicable limit of insurance.

B. BANKRUPTCY

1. Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this insurance.

2. In the event of bankruptcy or insolvency of any "underlying insurer", this insurance will not replace such bankrupt or insolvent "underlying insurer's" policy, and this insurance will apply as if such "underlying insurer" had not become bankrupt or insolvent.

C. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this insurance by mailing or delivering to us advance written notice of cancellation.

2. We may cancel this insurance by mailing or delivering to such first Named Insured written notice of cancellation at least:

   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

   b. 60 days before the effective date of cancellation if we cancel for any other reason.

© 2016 The Travelers Indemnity Company. All rights reserved.

3. We will mail or deliver our notice to such first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this insurance is cancelled, we will send such first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If such first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

D. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. No change can be made in the terms of this insurance except with our consent. The terms of this insurance can be amended or waived only by endorsement issued by us and made a part of this policy.

E. CURRENCY

Payments for damages or expenses described in Paragraph **5.** of Paragraph **D.**, **DEFENSE AND SUPPLEMENTARY PAYMENTS**, of **SECTION I – COVERAGES** will be in the currency of the United States of America. At our sole option, we may make these payments in a different currency. Any necessary currency conversion for such payments will be calculated based on the rate of exchange published in the Wall Street Journal immediately preceeding the date the payment is processed.

F. DUTIES REGARDING AN EVENT, OCCURRENCE, CLAIM OR SUIT

1. You must see to it that we are notified as soon as practicable of an "event" or "occurrence" which may result in a claim under this insurance. To the extent possible, notice should include:
   a. How, when and where the "event" or "occurrence" took place;
   b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the names and addresses of any witnesses; and
   c. The nature and location of any injury or damage arising out of the "event" or "occurrence".
2. If a claim is made or "suit" is brought against any insured which may result in a claim under this insurance, you must see to it that we receive written notice of the claim or "suit" as soon as practicable.
3. With respect to Coverage **A**, the insured must:
   a. Cooperate with us in the investigation, settlement or defense of any claim or "suit";
   b. Comply with the terms of the "underlying insurance"; and
   c. Pursue all rights of contribution or indemnity against any person or organization who may be liable to the insured because of the injury, damage or loss for which insurance is provided under this policy or any policy of "underlying insurance".
4. With respect to Coverage **B**, the insured must:
   a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
   b. Authorize us to obtain necessary records and other information;
   c. Cooperate with us in the investigation, settlement or defense of any claim or "suit"; and
   d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which Coverage **B** may apply.
5. No insured will, except at that insured's own expense, voluntarily make a payment, assume any obligation, make any admission or incur any expense, other than for first aid for "bodily injury" covered by this insurance, without our consent.
6. Knowledge of an "event", "occurrence", claim or "suit" by your agent, servant or "employee" will not constitute knowledge by you, unless your insurance or risk manager, or anyone working in the capacity as your insurance or risk manager, or anyone you designate with the responsibility of reporting an "event", "occurrence", claim or "suit":
   a. Has received notice of such "event", "occurrence", claim or "suit" from such agent, servant or "employee"; or
   b. Otherwise has knowledge of such "event", "occurrence", claim or "suit".

 © 2016 The Travelers Indemnity Company. All rights reserved.

G. DUTIES REGARDING A CRISIS MANAGEMENT EVENT

You must:

1. Notify us within 30 days of a "crisis management event" that may result in "crisis management service expenses".
2. Provide written notice of the "crisis management event" as soon as practicable. To the extent possible, notice should include:
   a. How, when and where that "crisis management event" took place;
   b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the named and addresses of any witnesses;
   c. The nature and location of any injury or damage arising out of that "crisis management event"; and
   d. The reason that "crisis management event" is likely to involve damages covered by this insurance in excess of the "applicable underlying limit" or "self-insured retention" and involve regional or national media coverage.

H. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this insurance:

1. At any time during the policy period;
2. Up to three years after the end of the policy period; and
3. Within one year after final settlement of all claims under this insurance.

I. EXTENDED REPORTING PERIOD OPTION

1. When the "underlying insurance" applies on a claims-made basis, any automatic or basic "extended reporting period" in such "underlying insurance" will apply to this insurance.
2. When the "underlying insurance" applies on a claims-made basis and you elect to purchase an optional or supplemental "extended reporting period" in such "underlying insurance," that "extended reporting period" will apply to this insurance only if:
   a. A written request to purchase an Extended Reporting Period endorsement for this insurance is made by you and received by us within 90 days after the end of the policy period;
   b. You have paid all premiums due for this policy at the time you make such request;
   c. You promptly pay the additional premium we charge for the Extended Reporting Period endorsement for this insurance when due. We will determine that additional premium after we have received your request for the Extended Reporting Period endorsement for this insurance. That additional premium is not subject to any limitation stated in the "underlying insurance" on the amount or percentage of additional premium that may be charged for the "extended reporting period" in such "underlying insurance"; and
   d. That Extended Reporting Period endorsement is issued by us and made a part of this policy.
3. Any Extended Reporting Period endorsement for this insurance will not reinstate or increase the Limits of Insurance or extend the policy period.
4. Except with respect to any provisions to the contrary contained in Paragraphs **1.**, **2.** or **3.** above, all provisions of any option to purchase an "extended reporting period" granted to you in the "underlying insurance" apply to this insurance.

J. INSPECTIONS AND SURVEYS

1. We have the right but are not obligated to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.

K. LEGAL ACTION AGAINST US

1. No person or organization has a right under this insurance:
   a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

© 2016 The Travelers Indemnity Company. All rights reserved.

b. To sue us on this insurance unless all of its terms have been fully complied with.

2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:

a. Are not payable under the terms of this insurance; or

b. Are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

L. MAINTENANCE OF UNDERLYING INSURANCE

1. The insurance afforded by each policy of "underlying insurance" will be maintained for the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY of SECTION I – COVERAGES**. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage **A** is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.

2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:

a. Coverage;

b. Limits of insurance;

c. Termination of any coverage; or

d. Exhaustion of aggregate limits.

3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage **A** is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage **A** is subject to the following provisions:

1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.

2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

N. PREMIUM

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.

2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph **4.** below.

3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.

4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of **SECTION II – WHO IS AN INSURED.**

O. PREMIUM AUDIT

The premium for this policy is the amount stated in Item **5.** of the Declarations. The premium is a flat

 © 2016 The Travelers Indemnity Company. All rights reserved.

charge unless it is specified in the Declarations as adjustable.

P. PROHIBITED COVERAGE - UNLICENSED INSURANCE

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
   a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or
   b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Q. PROHIBITED COVERAGE - TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

R. REPRESENTATIONS

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this insurance in reliance upon your representations.

S. SEPARATION OF INSUREDS

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom claim is made or "suit" is brought.

T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and the insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us, and with respect to Coverage **A**, the "underlying insurer", enforce them.

   If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the execution of that contract or agreement by such insured.
2. Reimbursement of any amount recovered will be made in the following order:
   a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;
   b. Next, to us; and
   c. Then, to any person or organization (including the insured and with respect to Coverage **A**, the "underlying insurer") that is entitled to claim the remainder, if any.
3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.
2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

© 2016 The Travelers Indemnity Company. All rights reserved.

V. UNINTENTIONAL OMISSION OR ERROR

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

W. WHEN LOSS IS PAYABLE

If we are liable under this insurance, we will pay for injury, damage or loss after:

1. The insured's liability is established by:
   a. A court decision; or
   b. A written agreement between the claimant, the insured, any "underlying insurer" and us; and
2. The amount of the "applicable underlying limit" or "self-insured retention" is paid by or on behalf of the insured.

SECTION VI – DEFINITIONS

A. With respect to all coverages of this insurance:

1. "Applicable underlying limit" means the sum of:
   a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance subject to the provisions in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; and
   b. The applicable limit of insurance of any "other insurance" that applies.

   The limits of insurance in any policy of "underlying insurance" will apply even if:
   a. The "underlying insurer" claims the insured failed to comply with any term or condition of the policy; or
   b. The "underlying insurer" becomes bankrupt or insolvent.
2. "Auto hazard" means all "bodily injury" and "property damage" to which liability insurance afforded under an auto policy of "underlying insurance" would apply but for the exhaustion of its applicable limits of insurance.
3. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
4. "Event" means an "occurrence", offense, accident, act, error, omission, wrongful act or loss.
5. "Extended reporting period" means any period of time, starting with the end of the policy period of your claims-made insurance, during which claims or "suits" may be first made, brought or reported for that insurance.
6. "Medical expenses" means expenses to which any Medical Payments section of any policy of Commercial General Liability "underlying insurance" applies.
7. "Other insurance" means insurance, or the funding of losses, that is provided by, through or on behalf of:
   a. Another insurance company;
   b. Us or any of our affiliated insurance companies;
   c. Any risk retention group;
   d. Any self-insurance method or program, in which case the insured will be deemed to be the provider of such insurance; or
   e. Any similar risk transfer or risk management method.

   "Other insurance" does not include:
   a. Any "underlying insurance"; or
   b. Any policy of insurance specifically purchased to be excess of the limits of insurance of this policy shown in the Declarations.
8. "Products-completed operations hazard":
   a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
      (1) Products that are still in your physical possession; or
      (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

 © 2016 The Travelers Indemnity Company. All rights reserved.

(a) When all the work called for in your contract has been completed;

(b) When all the work to be done at the job site has been completed if your contract calls for work at more than one job site; or

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification listed in a policy of Commercial General Liability "underlying insurance" states that products-completed operations are subject to the General Aggregate Limit.

9. "Suit" means a civil proceeding which alleges damages. "Suit" includes:

a. An arbitration proceeding in which damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding to which the insured submits with our consent.

10. "Underlying insurance":

a. Means the policy or policies of insurance listed in the Schedule Of Underlying Insurance.

b. Includes any renewal or replacement of such policies if such renewal or replacement is during the policy period of this Excess Follow-Form And Umbrella Liability Insurance.

c. Does not include any part of the policy period of any of the policies described in Paragraphs **a.** or **b.** above that began before, or that continues after, the policy period of this Excess Follow-Form And Umbrella Liability Insurance.

11. "Underlying insurer" means any insurer which provides a policy of insurance listed in the Schedule Of Underlying Insurance.

B. With respect to Coverage **B** and, to the extent that the following terms are not defined in the "underlying insurance", to Coverage **A**:

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":

a. Means injury, other than "personal injury", caused by one or more of the following offenses:

(1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;

(2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light; or

 © 2016 The Travelers Indemnity Company. All rights reserved.

(3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

3. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

4. "Bodily injury" means:

a. Physical harm, including sickness or disease, sustained by a person; or

b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

5. "Broadcasting" means transmitting any audio or visual material for any purpose:

a. By radio or television; or

b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:

(1) Radio or television programming being transmitted;

(2) Other entertainment, educational, instructional, music or news programming being transmitted; or

(3) Advertising transmitted with any such programming.

6. "Consumer financial identity information" means any of the following information for a person that is used or collected for the purpose of serving as a factor in establishing such person's eligibility for personal credit, insurance or employment or for the purpose of conducting a business transaction:

a. Part or all of the account number, the expiration date or the balance of any credit, debit, bank or other financial account;

b. Information bearing on a person's credit worthiness, credit standing or credit capacity;

c. Social security number;

d. Driver's license number; or

e. Birth date.

7. "Consumer financial protection law" means:

a. The Fair Credit Reporting Act (FCRA) and any of its amendments, including the Fair and Accurate Credit Transactions Act (FACTA);

b. California's Song-Beverly Credit Card Act and any of its amendments; or

c. Any other law or regulation that restricts or prohibits the collection, dissemination, transmission, distribution or use of "consumer financial identity information".

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

10. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

11. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

12. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft,

 © 2016 The Travelers Indemnity Company. All rights reserved.

watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

13. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads.

b. Vehicles maintained for use solely on or next to premises you own or rent.

c. Vehicles that travel on crawler treads.

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers.

e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers.

f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

14. "Occurrence" means:

a. With respect to "bodily injury" or "property damage":

(1) An accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results in "bodily injury" or "property damage". All "bodily injury" or "property damage" caused by such exposure to substantially the same general harmful conditions will be deemed to be caused by one "occurrence"; or

(2) An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor, unless you are in the business or occupation of providing professional health care services;

b. With respect to "personal injury", an offense arising out of your business that results in "personal injury". All "personal injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits"; and

© 2016 The Travelers Indemnity Company. All rights reserved.

c. With respect to "advertising injury", an offense committed in the course of advertising your goods, products and services that results in "advertising injury". All "advertising injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits".

15. "Officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

16. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

(4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

17. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

18. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

19. "Self-insured retention" is the greater of:

a. The amount shown in the Declarations which the insured must first pay under Coverage B for damages because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence"; or

b. The applicable limit of insurance of any "other insurance" that applies.

20. "Slogan":

a. Means a phrase that others use for the purpose of attracting attention in their advertising.

b. Does not include a phrase used as, or in, the name of:

(1) Any person or organization other than you; or

(2) Any business, or any of the premises, goods, products, services or work, of any person or organization other than you.

21. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

22. "Title" means the name of a literary or artistic work.

 © 2016 The Travelers Indemnity Company. All rights reserved.

23. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

24. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed by you.

25. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

26. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

C. With respect to Coverage **C**:

1. "Crisis management advisor" means any public relations firm or crisis management firm approved by us that is hired by you to perform "crisis management services" in connection with a "crisis management event".

2. "Crisis management event" means an "event" or "occurrence" that your "executive officer" reasonably determines has resulted, or may result, in:

a. Damages covered by this Coverage **A** or Coverage **B** that are in excess of the total applicable limits of the "underlying insurance" or "self-insured retention"; and

b. Significant adverse regional or national media coverage.

3. "Crisis management service expenses" means amounts incurred by you, after a "crisis management event" first commences and before such event ends:

a. For the reasonable and necessary:

(1) Fees and expenses of a "crisis management advisor" in the performance for you of "crisis management services" solely for a "crisis management event"; and

(2) Costs for printing, advertising, mailing of materials or travel by your directors, officers, employees or agents or a "crisis management advisor" solely for a "crisis management event"; and

b. For the following expenses resulting from such "crisis management event", provided that such expenses have been approved by us:

(1) Medical expenses;

(2) Funeral expenses;

(3) Psychological counseling;

(4) Travel expenses;

(5) Temporary living expenses;

(6) Expenses to secure the scene of a "crisis management event"; or

(7) Any other expenses pre-approved by us.

© 2016 The Travelers Indemnity Company. All rights reserved.

4. "Crisis management services" means those services performed by a "crisis management advisor" in advising you or minimizing potential harm to you from a "crisis management event" by maintaining or restoring public confidence in you.
5. "Executive officer" means your:
   a. Chief Executive Officer;
   b. Chief Operating Officer;
   c. Chief Financial Officer;
   d. President;
   e. General Counsel;
   f. General partner (if you are a partnership); or
   g. Sole proprietor (if you are a sole proprietorship);

   or any person acting in the same capacity as any individual listed above.

 © 2016 The Travelers Indemnity Company. All rights reserved.

Courtesy Notice of Cancellation for Other Than Nonpayment of Premium to Designated Entities - 145977 01 11

Policy Amendment Policy Number:MZX80997800;SCW0099151901
Effective Date: 06/30/2019 General Liability; Auto Liability, Workers Compensation

Schedule

Name and Address of Person(s) or Organizations	**Number of Days Notice if other than 10 days:**
On File with Carrier, as required by written contract	Cancellation Number of Days Notice- 90 When we don't Renew (Non-Renewal)- 30

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

This policy is amended as follows:

A. If We cancel this policy prior to expiration for any reason other than non payment of premium or at Your request, and we have been notified that You are required under a current contractual obligation to notify a certificate of insurance holder or holders when this policy is canceled, then We will endeavor to mail or deliver a copy of such written notice of cancellation to the certificate holder(s) shown in the Schedule above, as follows:

   1. To the name and address corresponding to each certificate of insurance holder indicated in the Schedule above; and

   2. At least 10 days prior to the effective date of the cancellation, as shown in our notice to the first Named Insured, or, if indicated, the longer number of days notice shown in the Schedule above.

B. Notwithstanding the foregoing, such notice of cancellation is provided on an informational basis and solely to assist You in informing the certificate of insurance holder(s) in advance of pending cancellation in coverage to assist you in meeting Your contractual notice requirements to such parties. Our failure to provide such advance notification to the certificate of insurance holder(s) shown in the Schedule of this endorsement will not extend any policy cancellation date, negate any cancellation of the policy, or grant, alter or extend any rights or obligations under this policy and we shall have no liability for any failure to provide the notice(s) as provided herein.

All other terms and conditions of this policy remain unchanged.

1459771-11
+ 2010 Fireman's Fund Insurance Company, Novato, CA. All rights reserved.

POLICY NUMBER:ZUP-15S91842-19-NF ISSUE DATE: 6/30/2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice of Cancellation:** 30

PERSON OR ORGANIZATION: As required by written conrtract or agreement

ADDRESS:

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

© 2011 The Travelers Indemnity Company. All rights reserved.

INSURER CANCELLATION TERMS

NAMED INSURED	POLICY NO.
Mott MacDonald Group, Inc. 111 Wood Avenue South Iselin, NJ 08830-4112	B080120388P19
	EFFECTIVE DATE **06/30/2019** SEE PAGE 1

Holder Name:

Project:

Cancellation Terms:

Should any of the above described policies be cancelled before the expiration date thereof, the insurer will send 30 days notice of cancellation to the Certificate Holder, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

Cancellation Terms Apply to the Following Coverages:

Professional Liability

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver of Subrogation as required by written contract.

This blanket waiver of subrogation does not apply to work with exposure in New Hampshire or New Jersey.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **06/30/2019** Policy No. **SCW0099151901** Endorsement No.
Insured **Mott Macdonald Group Inc** Premium

Insurance Company **American Automobile Insurance Company** Countersigned by _____

© 1983 National Council on Compensation Insurance.

MOBILE
ALABAMA

JUSTIFICATION FOR CHANGE ORDER

PROJECT:	Threemile Creek Greenway Trail – CE&I Consulting Tasks: Segment 6N (TAP Grant)
CHANGE ORDER NO:	(1) One
CONTRACTOR:	Mott MacDonald Alabama, LLC
PROJECT NO:	2020-2045-04
CONTRACT #:	2820
VENDOR #:	275490

The attached Change Order number One (1) to contract with Mott MacDonald Alabama, LLC dated July 14, 2020 is required because of the following:

[ ] 1. Unusual and difficult circumstances which arose during the course of the execution of the contraction with could not have been reasonable foreseen.

[ ] 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.

[ ] 3. Emergencies arising during the course of the work.

[ ] 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, etc.

[ ] 5. See attached memo.

[X] 6. Other: Unanticipated *Review and Approval times of the project through ADCNR and Department of Treasury prevented work to move forward to construction. Thus, incurring a delay of contract execution until now.*

James A. DeLapp, Exec. Director Public Works

CITY OF MOBILE
Public Works
205 Government Street, 3rd Floor
Mobile, AL 36602

PROJECT: Threemile Creek Greenway Trail – CE&I Consulting Tasks: Segment 6N (TAP Grant)

CHANGE ORDER NO: (1) One

ADDRESS: N/A

DATE: October 24, 2022

TO CONTRACTOR: Mott MacDonald Alabama, LLC

PROJECT NO: 2020-2045-04

ADDRESS: 107 St Francis Street, Suite 2900
Mobile, AL 36602

CONTRACT DATE: July 14, 2020

TERMS: You are hereby authorized to make the following changes hereto:

City and the Engineer desire to extend the performance term of the Agreement for an additional two years, and to ratify and adopt all other terms of the agreement as originally agreed upon for the project's contract with Mott MacDonald Alabama, LLC. The total contract sum will NOT increase from original amount, for CE&I Consulting Tasks to Segment 6N Threemile Creek Greenway Trail (TAP Grant).

THE CONTRACT US CHANGED AS FOLLOWS:

Original Contract Sum:	$57,000.00
Net change by previously authorized change orders:	$0.00
Contract Sum prior to this Change Order:	$57,000.00
Contract Sum will NOT be INCREASED by this Change Order:	$0.00
New Contract Sum including this Change Order will be:	$57,000.00
Contract Time will be change by Two (2) years.	June 30, 2021
The date of Substantial Completion as of this Change Order therefore is July 14, 2024.	

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

James A. DeLapp, Exec. Director Public Works

William S. Stimpson, Mayor

ATTEST:

City Clerk

ASST.

Mott MacDonald Alabama, LLC
Contractor

107 St. Francis Street, Suite 2900, Mobile, AL 36602
Address

By (Signature)

October 26, 2022
Date

(Corporate Seal if applicable)

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT ("Amendment ") is made as of the 20 day of October 2022, between the City of Mobile, Alabama, a municipal corporation of the State of Alabama (hereinafter "City") and Mott MacDonald Alabama, LLC, a corporation qualified to do business in Alabama (hereinafter "Engineer").

RECITALS

WHEREAS City and Engineer are parties to that certain Contract dated July 14, 2020 (the "Agreement"), which Agreement provides for designated CE&I design and consulting tasks in the project known as the Three Mile Creek Greenway Trail TAPAA-A18(923) Mobile Greenway Three Mile Creek Segment 6 North (TAP Grant); and

WHEREAS the Agreement provides in Paragraph IV (D) that it shall remain in effect until two years from the date of the Agreement, but may be extended by mutual agreement of the parties: and

WHEREAS the City and the Engineer desire to extend the performance term of the Agreement for an additional two years, and to ratify and adopt all other terms of the agreement as originally agreed upon; now therefore

AMENDMENT

1. In consideration of the foregoing, the mutual covenants and agreements contained herein. the work performed by Engineer and funds paid by City in exchange therefor, and other good and valuable consideration. the receipt and sufficiency of which are hereby acknowledged, City and Engineer hereby agree as follows:

2. Paragraph IV (D) of the Agreement is amended such that, subject to other provisions of the agreement not modified herein, all covenants, agreements, and stipulations of this Agreement shall remain in full force until either completion of construction of the project encompassed in the Agreement or for a period of two (2) years from the date of complete execution of this Amendment to Agreement entered into between City and Engineer.

3. City and Engineer hereby agree that this Amendment shall be effective retroactively such that there was never a lapse in the term of the agreement, and further agree that all other provisions of the Agreement not herein specifically modified are ratified and adopted by the parties in full as if the term had never expired, and each party waives any claim that the Amendment is ineffective and void due to execution after the expiration of the term of the Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals as of the day and year first above written.

CITY OF MOBILE

William S. Stimpson, Mayor

11/2/22
Date

Mott MacDonald Alabama, LLC

An authorized signatory

KATIE PARKER, SVP
Name and Title (Printed or Typed)

10-20-22
Date

ATTEST:

City Clerk
ASST.

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Katie Parker, as an authorized signatory for Mott MacDonald Alabama, LLC, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing agreement, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 20th day of October, 2022.

(SEAL)

Notary Public
My Commission Expires: 9·10·2023

AMY BUSBEE
MY COMMISSION EXPIRES
SEPTEMBER 10, 2023
NOTARY PUBLIC
STATE OF ALABAMA

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

Programs & Project Management 2045

TO FINANCE DEPT. 2500- FROM_____ DEPT._____

12/13/2023

DATE OF REQUEST: _____

CHANGE ORDER: ■(when money is available in project's budget; from project to contract)

VENDOR NAME: Mott Macdonald, LLC

DISTRICT#: 1

DEPT. PROJECT#: 2022-2045-02

REQUEST: Please Add $15,857.00 from Capital Project#/Title:

C0291/ Three Mile Creek Greenway Trail - Segment 6N

to contract#2820.

Total amount of Change Order: $15,857.00

Current contract amount: $57,000.00

Revised contract amount: $72,857.00

Comments: _____

Jennifer Greene

Employee signature

Jennifer Greene

Approval signature

Created by B. Rhodes 3/15/2022

2023

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a change order #2, between the City of Mobile and the company listed below, for work as outlined in the change order attached hereto and made a part hereof as set forth in full. A copy of said executed agreement will be on file in the office of the City Clerk.

Name of Company:	Mott Macdonald, LLC
Project Name:	Three Mile Creek Greenway Trail – 6N CEI COM Project No. 2022-2045-02
Cost:	$15,857.00

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson and Councilmember Carroll

Purpose and Scope of Project:

The project scope consists of replacement of existing deteriorated bulkhead, and cell structures forming the shoreline of the Cooper Park

Amount of Contract:

$6,973,541.00

Funding Source

Project # MOBILE RIVERFRONT - COOPER RIVERSIDE REDEVELOPMENT COOPER RIVERSIDE PARK PR-029-22	**Discretionary Funds**
Project String G-GOMESA MOBILE RIVERFRONT - COOPER RIVERSIDE REDEVELOPMENT COOPER RIVERSIDE PARK (20002000-48010)	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution and Contract	Cover Memo	12/4/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	12/4/2023 - 5:23 PM
Accounting	Angle, Laura	Approved	12/7/2023 - 3:53 PM

Legal	Kern, Chris	Approved	12/7/2023 - 4:08 PM
Legal	Kern, Chris	Approved	12/7/2023 - 4:08 PM
Mayors Office	Montgomery, Brandi	Approved	12/14/2023 - 3:16 PM

RESOLUTION

2023

Sponsored by:
Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	ROB'T J. BAGGETT, INC.
Project Name:	MOBILE RIVERFRONT - COOPER RIVERSIDE REDEVELOPMENT COOPER RIVERSIDE PARK
Project Number:	PR-029-22
Amount:	$6,973,541.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: MOBILE RIVERFRONT - COOPER RIVERSIDE REDEVELOPMENT COOPER RIVERSIDE PARK

CAPITAL PROJECT #: G-GOMESA (20002000-48010)

CONTRACT AMOUNT: $6,973,541.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-029-22

PROJECT DESCRIPTION: The project scope consists of replacement of existing deteriorated wharf, bulkhead, and cell structures forming the shoreline of the Cooper Park

VENDOR NAME: Rob't J. Baggett, INC.

VENDOR NUMBER: 20370

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N ___ ; 5% of the 1st 50% X or

If different, indicate special rate _____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

****General Construction requires Change Order for 10% overages.***

Prepared by: Emma Dean – Office Assistant I **Date:** 11/30/2023

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

and the Contractor:
(Name, legal status, address and other information)

Rob't J. Baggett, INC.
759 Holcombe Ave
Mobile, AL 36606

City of Mobile Business License Number: 36051
Secretary of State Registration Number: 000 - 042 - 744

for the following Project:
(Name, location and detailed description)

Mobile Riverfront -Cooper Riverside Redevelopment
Cooper Riverside Park
Mobile, Alabama 36602
PR-029-22
Riverside Redevelopment Phase 1
The project scope consists of replacement of existing deteriorated wharf, bulkhead, and cell structures forming the shoreline of the Cooper Park

The Engineer:
(Name, legal status, address and other information)

Moffat & Nichol, INC.
11 N Water St Ste 20220
Mobile, AL 36602

Architectural Engineering Department
P.O. Box 1827
Mobile, Alabama 36633-182702

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:04:23 ET on 11/27/2023 under Order No.3104238820 which expires on 06/30/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1781681779)

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 (See attachment Exhibit A).

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

(Paragraph deleted)

[X] A date set forth in a notice to proceed issued by the Owner.

(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[X] Not later than Three Hundred Sixty Five (365) calendar days from the date of the Notice to Proceed for commencement of the Work.

(Table deleted)
(Paragraph deleted)

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

Init. /

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:04:23 ET on 11/27/2023 under Order No.3104238820 which expires on 06/30/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1781681779)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **Six Million Nine Hundred Seventy-Three Thousand Five Hundred Forty-One** and 00/100 Dollars ($ 6,973,541.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	$6,723,541.00
Contingency Allowance:	$250,000.00
Total Contract Sum:	$6,973,541.00

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	

(Table deleted)

(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Contingency Allowance: Two Hundred Fifty Thousand and 00/100 Dollars ($250,000.00)

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
1. N/A		

§ 4.5 Liquidated damages:

(Insert terms and conditions for liquidated damages, if any.)

A time charge equal to two hundred fifty dollars and no cents ($1000.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Engineer by the Contractor and Certificates for Payment issued by the Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:04:23 ET on 11/27/2023 under Order No.3104238820 which expires on 06/30/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1781681779)

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Engineer not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Engineer after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty (40) days after the Engineer receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Engineer may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201, General Conditions of the Contract for Construction (including Owner's then-current modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified;

.3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Engineer has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Engineer may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. For projects over $250,000.00, the DBE Utilization Report shall be included with the pay application.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:04:23 ET on 11/27/2023 under Order No.3104238820 which expires on 06/30/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1781681779)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

(Paragraphs deleted)
§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment
§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a Certificate of Substantial Completion has been issued by the Engineer/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:
•Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
a.) Contractor's Release or Waiver of Liens
b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
•Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
•Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
•Any additional close out requirements per the contract documents; and
•Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:04:23 ET on 11/27/2023 under Order No.3104238820 which expires on 06/30/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1781681779)

contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION
In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that (Rob't J. Bagget, INC.) has completed the contract for Mobile Riverfront -Cooper Riverside Redevelopment Cooper Riverside Park PR-029-22 Mobile, Alabama 36602. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Engineer.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[X] Litigation in a court of competent jurisdiction

(Paragraphs deleted)

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof..

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:04:23 ET on 11/27/2023 under Order No.3104238820 which expires on 06/30/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1781681779)

Director, Real Estate & Asset Management
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Charles D. Dicks, Jr., President
759 Holcombe Ave.
Mobile, AL 36606
Linda@RJBaggett.com
251-473-3290

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:
The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
.4 Claims for damages insured by usual personal injury liability coverage;
.5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
.7 Claims for bodily injury or property damage arising out of completed operations; and
.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract nop less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

.1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, Including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.

.2 Employee's Liability Insurance shall be provided for limits of liability not less than:

A.	Bodily Injury by Accident	$1,000,000 each accident
B.	Bodily Injury by Disease	$1,000,000 each employee
C.	Bodily Injury by Disease	$1,000,000 each policy

Init.
/
AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:04:23 ET on 11/27/2023 under Order No.3104238820 which expires on 06/30/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1781681779)

.3 United States Longshoreman's Harbor Worker's Act.

.4 Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.

.5 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property Damage	$1,000,000 each occurrence; or
C.	Bodily Injury & Property Damage	$1,000,000 combined single limit

.6 Such comprehensive policy shall include the following:

A. All liability of the Contractor, for the Contractor's Direct Operations.
B. Subcontractor's Operations.
C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
D. General Aggregate Limit of $2,000,000 shall apply on a "Per Project" Basis.
E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
F. Broad Form Property damage Coverage, including Completed Operations.
G. Personal Injury Liability, with employee's exclusions removed.
H. Explosion and Collapse Hazard:
Included or X Not Applicable.
I. Underground Hazard:
Included or X Not Applicable.
J. Marine General Liability shall include Premises and Operations, Personal and Advertising Injury, Products and Completed Operations, Protection and Indemnity including vessel and crew (if applicable).
K. Deletion of watercraft exclusion with respect to non-owned vessels and contractual Liability for watercraft exposure not covered by Protection and Indemnity policy.
L. The Marine General Liability policy must include an endorsement to cover "Sudden And Accidental Pollution."

.7 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property damage	$1,000,000 each occurrence; or,
C.	Bodily Injury & Property damage	$1,000,000 combined single limit

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:04:23 ET on 11/27/2023 under Order No.3104238820 which expires on 06/30/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1781681779)

.8 Umbrella/Excess Liability: $2,000,000 combined single limit each occurrence for bodily injury and/or property damage

.9 Builder's Risk Coverage: The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Engineer's and Contractor's services and expenses required as a result of such insured loss.

C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.

D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

.10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

.11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

.12. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

.13 "In Rem" endorsement.

.14 Borrowed Servant/Alternate Employer endorsement in favor of the City of Mobile.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:04:23 ET on 11/27/2023 under Order No.3104238820 which expires on 06/30/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1781681779)

maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least 30 days' (except 10 days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Engineer and the Engineer's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:
Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).

2. Power of Attorney is required for both bonds.

3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.

4. A Surety licensed to do business in the State of Alabama must execute the bonds.

5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.

6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6
(Paragraphs deleted)

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:04:23 ET on 11/27/2023 under Order No.3104238820 which expires on 06/30/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1781681779)

Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this contract or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

§ 8.7 Other provisions:

Contractor shall provide a minimum one (1) year warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 Force Majeure:

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

(Paragraphs deleted)

.2 Drawings

Number	Title	Date
G-001	Cover Sheet	09/27/2023
G-002	Index Of Drawings, Legends, & Abbreviations	09/27/2023
G-003	General Notes	09/27/2023
G-101	Owner Work Plan	09/27/2023
G-102	Construction Staging And Phasing Plan	09/27/2023
GA101	General Arrangement Plan	09/27/2023
V-101	Existing Conditions Plan	09/27/2023
B-601	Boring Logs - Landside	09/27/2023
B-602	Boring Logs - Waterside	09/27/2023
CD101	Landside Demolition Plan	09/27/2023
CD501	Civil Demo Details (1 Of 2)	09/27/2023
CD502	Civil Demo Details (2 Of 2)	09/27/2023
CE501	Civil Erosion Details	09/27/2023
CG101	Civil Grading Plan	09/27/2023
S-001	Structural Notes	09/27/2023
S-002	Construction Phasing & Staging - Bulkhead And North Coffer Cell	09/27/2023
S-003	Construction Phasing - South Coffer Cell	09/27/2023
S-004	Vibration Monitoring Location	09/27/2023
SD101	Demolition Plan	09/27/2023
SD301	Demolition Sections (1 Of 2)	09/27/2023
SD302	Demolition Sections (2 Of 2)	09/27/2023
S-100	Plan - Monitoring Points	09/27/2023
S-101	Plan -Piling Before Demolition Of North Cells Plan - Deck After Demolition	09/27/2023
S-102	Enlarged Plan - South Bulkhead	09/27/2023
S-103	Elevation - Bulkhead	09/27/2023

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:04:23 ET on 11/27/2023 under Order No.3104238820 which expires on 06/30/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1781681779)

S-201	Sections - Bulkhead (1 Of 2)	09/27/2023
S-301	Sections - Bulkhead (2 Of 2)	09/27/2023
S-302	Sections - South Coffer Cell (1 Of 2)	09/27/2023
S-303	Sections - South Coffer Cell (2 Of 2)	09/27/2023
S-304	Revetment Cross Sections (1 Of 2)	09/27/2023
S-305	Revetment Cross Sections (2 Of 2)	09/27/2023
S-306	Details - Bulkhead (1 Of 4)	09/27/2023
S-501	Details - Bulkhead (2 Of 4)	09/27/2023
S-502	Details - Bulkhead (3 Of 4)	09/27/2023
S-503	Details - Bulkhead (4 Of 4)	09/27/2023
S-504	Details - Miscellaneous	09/27/2023
S-505	Details - Deadman Deck	09/27/2023
S-506	Details - South Coffer Cell (1 Of 2)	09/27/2023
S-507	Details - South Coffer Cell (2 Of 2)	09/27/2023
S-508		09/27/2023
	Wallace Tunnel And Coffer Cells (1 Of 2)	
R-1	Wallace Tunnel And Coffer Cells (2 Of 2)	09/27/2023
R-2	Park Wharf And Deadman (1 Of 15)	09/27/2023
R-3	Park Wharf And Deadman (2 Of 15)	09/27/2023
R-4	Park Wharf And Deadman (3 Of 15)	09/27/2023
R-5	Park Wharf And Deadman (4 Of 15)	09/27/2023
R-6	Park Wharf And Deadman (5 Of 15)	09/27/2023
R-7	Park Wharf And Deadman (6 Of 15)	09/27/2023
R-8	Park Wharf And Deadman (7 Of 15)	09/27/2023
R-9	Park Wharf And Deadman (8 Of 15)	09/27/2023
R-10	Park Wharf And Deadman (9 Of 15)	09/27/2023
R-11	Park Wharf And Deadman (10 Of 15)	09/27/2023
R-12	Park Wharf And Deadman (11 Of 15)	09/27/2023
R-13	Park Wharf And Deadman (12 Of 15)	09/27/2023
R-14	Park Wharf And Deadman (13 Of 15)	09/27/2023
R-15	Park Wharf And Deadman (14 Of 15)	09/27/2023
R-16	Park Wharf And Deadman (15 Of 15)	09/27/2023
R-17	Museum Wharf And Bulkhead (1 Of 3)	09/27/2023
R-18	Museum Wharf And Bulkhead (2 Of 3)	09/27/2023
R-19	Museum Wharf And Bulkhead (3 Of 3)	09/27/2023
R-20		09/27/2023

.3 Specifications

Section	Title	Date
DIVISION 01	**GENERAL REQUIREMENTS**	09/27/2023
01 11 00	Summary of Work	09/27/2023
01 21 00	Allowances	09/27/2023
01 29 73	Schedule of Values	09/27/2023
01 31 00	Project Management and Coordination	09/27/2023
01 31 19	Project Meetings	09/27/2023
01 32 00	Construction Progress Documentation	09/27/2023
01 33 00	Submittal Procedures	09/27/2023
01 40 00	Quality Assurance, Control, & Documentation	09/27/2023
01 56 00	Cleaning Up	09/27/2023
01 60 00	Materials and Equipment	09/27/2023
01 63 00	Substitution Procedures	09/27/2023
01 73 00	Execution Requirements	09/27/2023
01 77 00	Closeout Procedures	09/27/2023
DIVISION 02	**EXISTING CONDITIONS**	09/27/2023
02 20 00	General Site Work Requirements	09/27/2023
02 21 02	Existing Utilities	09/27/2023

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:04:23 ET on 11/27/2023 under Order No.3104238820 which expires on 06/30/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1781681779)

02 41 16	Site Demolition	09/27/2023
DIVISION 03	**CONCRETE**	09/27/2023
03 20 00	Concrete Reinforcement	09/27/2023
03 30 00	Cast-in-Place Concrete	09/27/2023
DIVISION 05	**METALS**	09/27/2023
05 15 00	Adhesive Anchors	09/27/2023
DIVISION 22	**PLUMBING**	09/27/2023
	See Specifications on Plumbing Drawings	
DIVISION 26	**ELECTRICAL**	09/27/2023
	See Specifications on Electrical Drawings	
DIVISION 31	**EARTHWORK**	09/27/2023
31 23 33	Trenching, Backfill and Compaction	09/27/2023
DIVISION 32	**EXTERIOR IMPROVEMENTS**	09/27/2023
32 12 16	Asphalt Paving	09/27/2023
32 12 20	Crushed Aggregate Base	09/27/2023
32 17 23	Pavement Markings	09/27/2023
32 22 90	Erosion Control	09/27/2023

.4 Addenda, if any:

Number	Date
Addendum No. 1	09/19/2023
Addendum No. 2	10/13/2023
Addendum No. 3	10/16/2023
Addendum No. 4	10/19/2023

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.5 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

(Paragraphs deleted)
§ 9.2 [ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

(Paragraphs deleted)
§ 9.2.1 Other documents, if any, listed below:
(Paragraph deleted)
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

BIDDING AND CONTRACT REQUIREMENTS

Section 00 11 16	Invitation to Bid
Section 00 21 00	Instructions to Bidders - AIA Document A701
Section 00 22 00	Supplementary Instructions to Bidders
Section 00 41 00	Bid Form
	Accounting of Sales Tax Form C-3A
	DBE Subcontracting & Major Supplier Plan
Section 00 50 00	Standard Form of Agreement Between Owner and Contractor

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:04:23 ET on 11/27/2023 under Order No.3104238820 which expires on 06/30/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1781681779)

Section 00 60 00	AIA Document A101 Bonds, Certificates and Affidavits Performance Bond Labor and Material Payment Bond E-Verify Documentation (Sample) Application and Certificate for Payment - AIA Document G702and G703 City of Mobile DBE Utilization Report Certificate of Substantial Completion - AIA Document G704 Contractor's Affidavit of Payment of Debts and Claims - AIA Document G706 Contractor's Affidavit of Release of Liens - AIA Document G706A Consent of Surety to Final Payment - AIA Document G707 Request for Taxpayer Identification Number and Certification W9 Tax Form and City of Mobile Vendor Information Form General Conditions of the Contract for Construction -
Section 00 70 00	AIA Document A201

§ 9.2.2 Best Management Practices (BMPs):

The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Stormwater Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control. All Waste water with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

§ 9.2.3 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

§ 9.2.4 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:

By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

§ 9.2.6 Severability Clause:

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

§ 9.2.7 Non-Agency Clause:

Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:04:23 ET on 11/27/2023 under Order No.3104238820 which expires on 06/30/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1781681779)

This Agreement entered into as of the day and year first written above.

Owner: City of Mobile

Legal Name of Party to Contract:
Contractor: Rob't J. Baggett, INC

OWNER *(Signature)*

CONTRACTOR *(By Signature)*

William S. Stimpson, Mayor
(Rows deleted)
(Printed name and title)

Charles D. Dicks, Jr., President
(Printed name and title)

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Charles D. Dicks, Jr as President of Rob't J. Baggett, INC and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 27th day of November, 2023.

Kristina M. Nunnally
NOTARY PUBLIC
My Commission Expires: _____

KRISTINA M. NUNNALLY
Notary Public, Alabama State At Large
My Commission Expires 10/1/2024

Init. /

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 17:19:01 ET on 11/15/2023 under Order No.3104238820 which expires on 06/30/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1870082627)

Bond No. 016242640

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Rob't J. Baggett, Inc., 759 Holcombe Ave., Mobile, AL 36606, hereinafter called the Principal, and Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, MA 02116 hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633,** hereinafter called the Owner, in the penal sum of Six Million Nine Hundred Seventy-Three Thousand Five Hundred Forty-One and 00/100 Dollars ($6,973,541.00), for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2023 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete Mobile Riverfront – Cooper Riverside Redevelopment (PR-029-22), Cooper Riverside Park , Mobile, Alabama, 36602, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2023.

CONTRACTOR AS PRINCIPAL
Company: Rob't J. Baggett, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Charles D. Dicks, Jr., President

SURETY
Company: Liberty Mutual Insurance Company
(Corporate Seal)

By: _____
(Signature)
Mark W. Edwards, II

Name and Title: Attorney-in-Fact & AL Resident Agent

Resident Agent: _____
(Signature)
Mark W. Edwards, II

Name and Title: Attorney-in-Fact & AL Resident Agent
Company Name: McGriff Insurance Services, LLC
Address: 2000 International Park Drive, Suite 600
Birmingham, AL 35243
Phone and Fax: 205-252-9871

Owner's Representative: Cassie Boatwright
Director
REAM Department
PO Box 1827
Mobile, AL 36633
251-208-7454

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205020-016032**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alisa B. Ferris; Anna Childress; Jeffrey M. Wilson; Mark W. Edwards II; Richard H. Mitchell; Robert R. Freel; Sam Audia; William M. Smith

all of the city of Birmingham state of AL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of March, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 11th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, _____.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Bond No. 016242640

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Rob't.J. Baggett, Inc., 759 Holcombe Ave., Mobile, AL 36606, as Principal, and Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, MA 02116, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of Six Million Nine Hundred Seventy-Three Thousand Five Hundred Forty-One and 00/100 Dollars ($6,973,541.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2023, (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Mobile Riverfront – Cooper Riverside Redevelopment (PR-029-22), Cooper Riverside Park, Mobile, Alabama, 36602, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED,** however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint Mark W. Edwards, II **Attorney-In-Fact,** as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2023

CONTRACTOR AS PRINCIPAL
Company: Rob't.J. Baggett, Inc.
(Corporate Seal)

By: _____
(Signature)
Name and Title: Charles D. Dicks, Jr., President

SURETY
Company: Liberty Mutual Insurance Company
(Corporate Seal)

By: _____
(Signature)
Mark W. Edwards, II
Name and Title: Attorney-in-Fact & AL Resident Agent

Resident Agent: _____
(Signature)
Name and Title: Mark W. Edwards, II
Attorney-in-Fact & AL Resident Agent
Company Name: McGriff Insurance Services, LLC
Address: 2000 International Park Drive, Suite 600
Birmingham, AL 35243
Phone and Fax: 205-252-9871

Owner's Representative: Cassie Boatwright
Director
REAM Department
PO Box 1827
Mobile, AL 36633
251-208-7454

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205020-016032**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alisa B. Ferris; Anna Childress; Jeffrey M. Wilson; Mark W. Edwards II; Richard H. Mitchell; Robert R. Freel; Sam Audia; William M. Smith

all of the city of Birmingham state of AL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of March, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 11th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, _____.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1**), you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on Form 2 will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	ROB'T J. BAGGETT, INC.
Address	759 HOLCOMBE AVE MOBILE,AL.36606
Telephone	251-473-3290
E-Mail	LINDA@RJBAGGETT.COM

RFP/RFQ Solicitation Number	PR-029-22
Project Description	MOBILE RIVERFRONT - COOPER RIVERSIDE DEVELOPMENT
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 146 Female 9 Minority 17 Non-minority _____ Vets _____ Total #of Employees 155

Subcontractor/Major Supplier Plan submitted by:

Printed Name: CHARLES D. DICKS, JR.

Signature: _____ Date: 11/1/2023

Title: PRESIDENT

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: BRYANT BAGGETT Title: PROJECT MANAGER

E-mail:_ Phone: BRYANT@RJBAGGETT.COM 251-404-8330

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # PR-029-22 Your Bid/Proposal Amount $ 6,747,522.00 Date: 11 / 1 / 23

Description MOBILE RIVERFRONT - COOPER RIVERSIDE DEVELOPMENT

Name of Bidder/Proposer: ROB'T J.BAGGETT, INC.

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
P&H CONSTRUCTION		DEMO & PILE DRIVING	1,448,533.00	21	NO	
NUCOR/SKYLINE STEEL		PIPE PILES & SHEET PILES	543,562.00	8	NO	
ESFELLER CONSTRUCTION		DEMO & SITE WORK	1,050,451.00	16	NO	
W.R. MITCHELL		SITE WORK & HAULING	1,075,000.00	16	YES	
BAYOU CONCRETE		CONCRETE	96,000.00	1	NO	
GRAYSTONE INDUSTRIES		REVETMENT	770,145.00	11	NO	
SOUTHERN EARTH SCIENCE		MONITORING & TESTING	405,625.00	6	NO	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: ROB'T J.BAGGETT, INC

Contact Person: BRYANT BAGGETT Phone 251-473-3290 Email BRYANT@RJBAGGETT.COM

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
X		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
X		**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
X		**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
X		**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
	X	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
	X	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities on the *City of Mobile* Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
X		**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

X		**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
X		**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	X	**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
X		**CONTRACT RECORDS:** The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. SENT EMAILS TO POTENTIAL DBEs REQUESTING PROPOSALS

Suggestions or comments to improve this program. HAVE DBEs REACH OUT TO CONTRACTORS BY SEEING THE PREBID ATTENDEES

Alabama Secretary of State

Rob't J. Baggett, Incorporated	
Entity ID Number	000 - 042 - 744
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	08/04/1976
Registered Agent Name	C T CORPORATION SYSTEM
Registered Office Street Address	2 NORTH JACKSON STREET SUITE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	2 NORTH JACKSON STREET SUITE 605 MONTGOMERY, AL 36104
Nature of Business	---
Capital Authorized	$25,000
Capital Paid In	$5,000
Incorporators	
Incorporator Name	BAGGETT, ROBERT J JR
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	DICKS, C DEVON
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	STORER, E E
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact	

Rob't J. Baggett, Incorporated	
Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023
Transactions	
Transaction Date	03/15/1982
Registered Agent Changed From	* Added
Transaction Date	10/28/1999
Registered Agent Changed From	BAGGETT, ROBERT J JR SUITE 204 2 OFFICE PARK MOBILE, AL 36609
Transaction Date	10/06/2014
Agent Mailing Address Changed From	* Added
Transaction Date	10/06/2014
Registered Agent Changed From	DICKS, C DEVON 2 OFFICE PARK STE 204 MOBILE, AL 36609
Scanned Documents	
Document Date / Type / Pages	10/28/1999 Registered Agent Change 1 pg.
Document Date / Type / Pages	10/06/2014 Registered Agent Change 2 pgs.

Browse Results New Search

E-Verify

Company ID Number: 133278

Approved by:

Employer Robt. J. Baggett Inc.	
Name (Please Type or Print) Charles D Dicks	Title
Signature Electronically Signed	Date 07/01/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/01/2008

E-Verify

Company ID Number: 133278

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Robt. J. Baggett Inc.
Company Facility Address	759 Holcombe Ave Mobile, AL 36606
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	630711622
North American Industry Classification Systems Code	237
Parent Company	Robt. J. Baggett Inc.
Number of Employees	100 to 499
Number of Sites Verified for	1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services, LLC 2000 International Park Drive Suite 600 Birmingham, AL 35243	CONTACT NAME: Martha Lee Hawkins / Ext 9406 PHONE (A/C, No, Ext): 1-800-476-2211 FAX (A/C, No): E-MAIL ADDRESS: mhawkins@mcgriff.com
INSURED Rob't J. Baggett, Inc. C & B Real Property, LLC 759 Holcombe Avenue Mobile, AL 36606	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : LM Insurance Corporation — 33600 INSURER B : Liberty Insurance Corporation — 42404 INSURER C : The First Liberty Insurance Corporation — 33588 INSURER D : Starr Indemnity & Liability Company — 38318 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** TK6WXUB8 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR X Limited Job Site Pollution X Boat Liability/Marine Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	X	X	TB5-Z51-291805-043	06/30/2023	06/30/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Total Agg Lmt-All Proj/Loc	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 25,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	AS2-Z51-291805-013	06/30/2023	06/30/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
D	X UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	X	X	1000587178231	06/30/2023	06/30/2024	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC2-Z51-291805-023 Includes USL&H for AL, LA, MS	06/30/2023	06/30/2024	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
								$ $ $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Mobile Riverfront - Cooper Riverside Redevelopent Cooper Riverside Park Mobile, AL 36602, PR-029-22 Riverside Redevelopment Phase 1

City of Mobile is Additional Insured as respects to General Liability, Automobile Liability and Excess Liability as required by written contract. General Liability coverage is primary and non-contributory as required by written contract. Waiver of Subrogation applies in favor of the City of Mobile with respects to Workers' Compensation, General Liability, Automobile Liability and Excess Liability as required by written contract. In the event of cancellation by the insurance companies the policies have been endorsed to provide (30) days Notice of Cancellation (except for non payment) to the certificate holder shown below. General Liability policy includes contractual liability for "insured contracts" only as defined by the policy.

CERTIFICATE HOLDER

City of Mobile
P.O. Box 1827
Mobile, AL 36633

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: _____

LOC #: _____

ACORD

ADDITIONAL REMARKS SCHEDULE

PRODUCER McGriff Insurance Services, LLC	INSURED Rob't J. Baggett, Inc. C & B Real Property, LLC
POLICY NUMBER	
CARRIER / NAIC CODE	ISSUE DATE: 11/21/2023

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

Installation Floater
Carrier: United Specialty Insurance Company
Policy Number: DLJ-CP-00000077-02
Policy Effective Date: 6/30/23 to 6/30/24

Limits of Liability:
$5,000,000 Property at any One Josite
$5,000,000 All Covered Property - Any One Occurrence
$5,000,000 Temporary Off Site Storage
$5,000,000 Property In Transit
$5,000,000 Annual Aggregate - Flood
$5,000,000 Annual Aggregate - Earthquake

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

CERTIFICATE NUMBER: TK6WXUB8

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Submitted by:

Carleen Stout-Clark, Deputy Director, Real Estate Asset Management

Sponsored by:

Mayor William S. Stimpson and Councilmember William Carroll.

Purpose and Scope of Project:

To approve contract with Geotechnical Engineering Testing, Inc., for Civic Center Parking Facility Special Inspections and Construction Materials Testing Services.

Amount of Contract:

$ 258,765.00

Funding Source

Project # C0806 CIVIC CENTER NEW PARKING FACILITY	**Discretionary Funds**
Project String 2000.2000.48030	**Contract Number:**4808
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	12/12/2023
Contract Package	Exhibit	12/12/2023
Capital Contract Summary Sheet	Exhibit	12/12/2023
COI	Exhibit	12/13/2023
Secretary of State Geotech	Backup Material	12/12/2023
E-Verify Geotech	Backup Material	12/12/2023

REVIEWERS:

Department Reviewer	Action	Date
Real Estate Stout, Carleen	Approved	12/13/2023 - 5:33 PM

Capital	Hollins, Tiffany	Approved	12/14/2023 - 11:57 AM
Legal	Kern, Chris	Approved	12/14/2023 - 2:19 PM
Mayors Office	Montgomery, Brandi	Approved	12/14/2023 - 3:16 PM

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	**Geotechnical Engineering Testing, Inc.**
Project Name:	**Mobile Civic Center Master Plan Improvements Parking Facility Special Inspections and Construction Materials Testing Services**
Project Number:	**CC-085-22**
Amount:	**$ 258,765.00**

Adopted:

_____

City Clerk

Request for Proposals (RFP) for Special Inspections and Construction Materials Testing Services for the Mobile Civic Center Master Plan Improvements Parking Facility Construction

Project CC-085-22

1. **Project Description:**

   The Mobile Civic Center Parking Facility Design Documents stipulate that all Special Inspections and Construction Materials Testing are to be provided by the City of Mobile and are not in the construction Contractor's scope of work.

   These professional engineering services include the construction materials testing and the Special Inspection services related to site work, deep foundations, soils, concrete, aggregate, masonry, structural steel and welding testing as required by project Specification Section 01 45 30 included herein as Attachment A.

2. **Proposal Process:**

   The proposal process generally consisted of the following.

   - Request for Proposals was issued to the following firms on 4 October 2023. The RFP is attached hereto as Attachment B.
     - Geotechnical Engineering Testing (GET)
     - Southern Earth Sciences (SES)
     - Thompson Engineering
   - The RFP instructed the respondents to submit a technical proposal for review by the City of Mobile, who would then request a fee proposal from the selected firm in accordance with Alabama State Law.
     - Geotechnical Engineering Testing submitted a technical proposal as requested.
     - Southern Earth Sciences submitted a technical proposal with a fee proposal attached.
     - Thompson Engineering submitted only a fee proposal with no technical proposal for evaluation.

3. **Proposal Evaluation:**

   Following receipt of proposals Thompson Engineering was removed from consideration for failing to follow the RFP instructions by not submitting a technical proposal. The SES

technical proposal did not include any information to demonstrate their understanding of the project requirements. Their fee proposal, although not requested, was reviewed and the estimated hours determined to be unreasonably low demonstrating they did not properly review and understand the project requirements.

The technical proposal from GET was reviewed and evaluated. The firm demonstrated experience and qualifications on similar projects in the Mobile area as well as a clear understanding of the requirements of the Mobile Civic Center Parking Facility requirements.

The SES and GET proposals are attached hereto as Attachment C.

GET was requested to submit a fee proposal. The fee proposal was received on 4 December 2023. Negotiations were conducted with GET on 5 December 2023 followed by submission of a revised fee proposal on 11 December 2023.

A contract in the amount of $258,764.80 was issued to GET. The signed Contract including the Consultant's revised fee proposal is attached hereto as Attachment D.

ATTACHMENT A

Specification Section 01 45 30

MBA ENGINEERS, INC.
STRUCTURAL CIVIL GEOTECHNICAL

Required Special Inspections

Project Name City of Mobile Parking Deck
Project Address

During construction of the referenced project, it is intended that special inspection as outlined in Chapter 17 of the 2021 International Building Code be provided for by the owner. The following areas of work will require special inspection:

MATERIAL / ACTIVITY	FREQUENCY OF INSPECTION	INSPECTOR
A. Inspection of Steel per 1705.2		
1. Inspection of welding:		
a. Prior to welding:		
1. Welding procedure specifications available	Continuous	Testing Agent
2. Manufacturer certifications for welding consumables available	Continuous	Testing Agent
3. Material identification (type/grade)	Periodic	Testing Agent
4. Welder identification system	Periodic	Testing Agent
5. Fit-up of groove welds (including joint geometry)	Periodic	Testing Agent
6. Configuration and finish of access holes	Periodic	Testing Agent
7. Fit-up of fillet welds	Periodic	Testing Agent
b. During welding:		
1. Use of qualified welders	Periodic	Testing Agent
2. Control and handling of welding consumables	Periodic	Testing Agent
3. No welding over cracked welds	Periodic	Testing Agent
4. Environmental conditions	Periodic	Testing Agent
5. Welding specification procedure followed	Periodic	Testing Agent
6. Welding Techniques	Periodic	Testing Agent
c. After welding:		
1. Welds cleaned	Periodic	Testing Agent
2. Size, length, and location of welds	Continuous	Testing Agent
3. Welds meet visual acceptance criteria	Continuous	Testing Agent
4. Arc strikes	Continuous	Testing Agent
5. K-area	Continuous	Testing Agent
6. Backing removed and weld tabs removed	Continuous	Testing Agent
7. Repair activities	Continuous	Testing Agent
8. Document acceptance or rejection of welded joint or member	Continuous	Testing Agent
2. Inspection of high-strength bolting:		
a. Prior to bolting:		
1. Manufacturer's certifications available	Continuous	Testing Agent
2. Fasteners marked in accordance with ASTM requirements	Periodic	Testing Agent
3. Proper fasteners selected for the joint detail	Periodic	Testing Agent
4. Proper bolting procedure for the joint detail	Periodic	Testing Agent
5. Connecting elements meet applicable requirements	Periodic	Testing Agent
6. Pre-installation verification testing by installation personnel observed and documented for fastener assemblies and methods used	Periodic	Testing Agent

7. Proper storage provided for bolts, nuts, washers, and other fastener components	Periodic	Testing Agent
b. During bolting:		
1. Fastener assemblies placed in all holes and washers (if required) are positioned as required	Periodic	Testing Agent
2. Joint brought to the snug-tight condition prior to the pretensioning operation	Periodic	Testing Agent
3. Fastener component not turned by the wrench prevented from rotating	Periodic	Testing Agent
4. Fasteners are pretensioned in accordance with the RCSC specification progressing systematically from the most rigid point toward the free edges	Periodic	Testing Agent
c. After bolting:		
1. Document acceptance of rejection of bolted connections	Continuous	Testing Agent

MATERIAL / ACTIVITY	FREQUENCY OF INSPECTION	INSPECTOR
B. Inspection of Concrete per 1705.3		
1. Inspect reinforcement, including prestressing tendons, and verify placement.	Periodic	Testing Agent
2. Reinforcing bar welding:		
a. Verify weldability of reinforcing bars other than ASTM A706.	Periodic	Testing Agent
b. Inspect single-pass fillet welds, maximum 5/16”.	Periodic	Testing Agent
c. Inspect all other welds.	Continuous	Testing Agent
3. Inspect anchors cast in concrete.	Periodic	Testing Agent
4. Inspect anchors post-installed in hardened concrete members.		
a. Adhesive anchors installed in horizontally or upwardly inclined orientations to resist sustained tension loads.	Continuous	Testing Agent
b. Mechanical anchors and adhesive anchors not defined in 4.a.	Periodic	Testing Agent
5. Verify use of required design mix.	Periodic	Testing Agent
6. Prior to concrete placement, fabricate specimens for strength tests, perform slump and air content tests, and determine the temperature of the concrete.	Continuous	Testing Agent
7. Inspect concrete and shotcrete placement for proper application techniques.	Continuous	Testing Agent
8. Verify maintenance of specified curing temperature and techniques.	Periodic	Testing Agent
9. Inspect prestressed concrete for:		
a. Application of prestressing forces.	Continuous	Testing Agent
b. Grouting of bonded prestressing tendons.	Continuous	Testing Agent
10. Inspect erection of precast concrete members.	Periodic	Testing Agent
11. Verify in-situ concrete strength, prior to stressing of tendons in post-tensioned concrete and prior to removal of shores and forms from beams and structural slabs.	Periodic	Testing Agent
12. Inspect formwork for shape, location, and dimensions of the concrete member being formed.	Periodic	Testing Agent

MATERIAL / ACTIVITY	FREQUENCY OF INSPECTION	INSPECTOR
C. Inspection of Masonry per 1705.4 (Level "B" in accordance with TMS 402/ACI 530/ASCE 5 and TMS 602/ACI 530.1/ASCE 6 quality assurance program requirements)		
1. Verify compliance with approved submittals	Periodic	Testing Agent
2. Verification of f'_m and f'_{aac} prior to construction except where specifically exempted by code.	Periodic	Testing Agent
3. Verification of slump flow and visual stability index (VSI) as delivered to the project site in accordance with specification article 1.5 B.1.b.3 for self-consolidating grout.	Continuous	Testing Agent
4. As masonry construction begins, verify that the following are in compliance:		
a. Proportions of site-prepared mortar.	Periodic	Testing Agent
b. Construction of mortar joints.	Periodic	Testing Agent
c. Grade and size of prestressing tendons and anchorages.	Periodic	Testing Agent
d. Location of reinforcement, connectors, and prestressing tendons and anchorages.	Periodic	Testing Agent
e. Prestressing technique.	Periodic	Testing Agent
f. Properties of thin-bed mortar for AAC masonry.	Continuous	Testing Agent
5. Prior to grouting, verify that the following are in compliance:		
a. Grout space.	Periodic	Testing Agent
b. Grade, type, and size of reinforcement and anchor bolts, and prestressing tendons and anchorages.	Periodic	Testing Agent
c. Placement of reinforcement and connectors and prestressing tendons and anchorages.	Periodic	Testing Agent
d. Proportion of site-prepared grout and prestressing grout for bonded tendons.	Periodic	Testing Agent
e. Construction of mortar joints.	Periodic	Testing Agent
6. Verify during construction:		
a. Size and location of structural elements.	Periodic	Testing Agent
b. Type, size and location of anchors, including other details of anchorage of masonry to structural members, frames, or other construction.	Periodic	Testing Agent
c. Welding of reinforcement.	Continuous	Testing Agent
d. Preparation, construction, and protection of masonry during cold weather (temperature below 40°F) or hot weather (temperature above 90°F).	Periodic	Testing Agent
e. Application and measurement of prestressing force.	Continuous	Testing Agent
f. Placement of grout and prestressing grout for bonded tendons is in compliance.	Continuous	Testing Agent
g. Placement of AAC masonry units and construction of thin-bed mortar joints.	Continuous	Testing Agent
7. Observe preparation of grout specimens, mortar specimens, and/or prisms.	Periodic	Testing Agent

MATERIAL / ACTIVITY	FREQUENCY OF INSPECTION	INSPECTOR
D. Inspection of Soil Conditions per 1705.6		
1. Verify materials below shallow foundations are adequate to achieve the design bearing capacity.	Periodic	Testing Agent
2. Verify excavations are extended to proper depth and have reached proper material.	Periodic	Testing Agent
3. Perform classification and testing of compacted fill materials.	Periodic	Testing Agent
4. Verify use of proper materials, densities and lift thicknesses during placement and compaction of compacted fill.	Continuous	Testing Agent
5. Prior to placement of compacted fill, observe subgrade and verify that site has been prepared properly.	Periodic	Testing Agent
E. Driven Pile Deep Foundation Elements per 1705.7		
1. Verify element materials, sizes and lengths comply with the requirements.	Continuous	Geotechnical Engineer
2. Determine capacities of test elements and conduct additional load tests as required.	Continuous	Geotechnical Engineer
3. Verify placement locations and plumbness, confirm type and size of hammer, record number of blows per foot of penetration, determine required penetrations to achieve design capacity, record tip and butt elevations and document any damage to foundation element.	Continuous	Geotechnical Engineer
4. For concrete elements, perform tests and additional special inspections in accordance with Section 1705.3.	Periodic	Testing Agent
5. For specialty elements, perform additional inspections as determined by the registered design professional in responsible charge.	Periodic	Testing Agent

ATTACHMENT B

Request for Proposals

Volkert, Inc.
11 N. Water Street
RSA Tower
Suite 18290
Mobile, AL 36602
www.volkert.com

October 4, 2023

Subject: Request for Proposals (RFP) for Special Inspections and Construction Materials Testing Services for the Mobile Civic Center Master Plan Improvements Parking Facility Construction.

On behalf of the City of Mobile, Volkert as the Program Manager, is requesting proposals from reputable and qualified firms licensed in the State of Alabama, capable of providing Special Inspections and Construction Materials Testing Services for the Mobile Civic Center Master Plan Improvements Parking Facility Construction. The selected firm's basic services will include usual and customary construction inspection and materials testing services to include laboratory services in support of the construction of a new six level parking facility for the Mobile Civic Center.

Interested firms should familiarize themselves with the Parking Facility drawings and specifications from the construction RFP documents. These documents may be downloaded from the City of Mobile website at the following link.

https://www.cityofmobile.org/bids/?bid=3486

Attached to this RFP is a list of the required Special Inspections and testing identified by the project's Structural Engineer.

The Program Manager and City of Mobile will schedule interviews following review of the received proposals. The interview will consist of a presentation by the firm of whatever information, experience, personnel, processes, etc. the firm feels would best demonstrate their ability to provide the requested services; followed by an open discussion with the firm regarding their proposal and presentation. The interview will be limited to one hour with no more than 30 minutes for the presentation.

Following interviews, a selected firm will be requested to provide a fee proposal and enter into negotiations. Following negotiations, a professional services contract will be developed to outline the specific roles and responsibilities for these services. The selected firm will contract directly with the City of Mobile and the contract is contingent on approval by the Mobile City Council.

Respondents acknowledge and accept that any costs incurred from the respondent's participation in the RFP shall be at the sole risk and responsibility of the respondent.

The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Contractors comply with the Equal Employment Opportunity laws and encourages and supports the utilization of Minority

Business Enterprises and compliance with the City of Mobile's Minority Utilization Plan as adopted by the City Council.

Questions should be submitted electronically to Sam Matheny at sam.matheny@volkert.com no later than 13 October 2023.

Proposals should be submitted electronically to Sam Matheny at sam.matheny@volkert.com no later than 20 October 2023.

Sincerely,

Sam Matheny

Sam Matheny

Program Manager

Volkert, Inc.

Cc: Carleen Stout-Clark, City of Mobile

MBA ENGINEERS, INC.
STRUCTURAL CIVIL GEOTECHNICAL

Required Special Inspections

Project Name City of Mobile Parking Deck
Project Address

During construction of the referenced project, it is intended that special inspection as outlined in Chapter 17 of the 2021 International Building Code be provided for by the owner. The following areas of work will require special inspection:

MATERIAL / ACTIVITY	FREQUENCY OF INSPECTION	INSPECTOR
A. Inspection of Steel per 1705.2		
1. Inspection of welding:		
a. Prior to welding:		
1. Welding procedure specifications available	Continuous	Testing Agent
2. Manufacturer certifications for welding consumables available	Continuous	Testing Agent
3. Material identification (type/grade)	Periodic	Testing Agent
4. Welder identification system	Periodic	Testing Agent
5. Fit-up of groove welds (including joint geometry)	Periodic	Testing Agent
6. Configuration and finish of access holes	Periodic	Testing Agent
7. Fit-up of fillet welds	Periodic	Testing Agent
b. During welding:		
1. Use of qualified welders	Periodic	Testing Agent
2. Control and handling of welding consumables	Periodic	Testing Agent
3. No welding over cracked welds	Periodic	Testing Agent
4. Environmental conditions	Periodic	Testing Agent
5. Welding specification procedure followed	Periodic	Testing Agent
6. Welding Techniques	Periodic	Testing Agent
c. After welding:		
1. Welds cleaned	Periodic	Testing Agent
2. Size, length, and location of welds	Continuous	Testing Agent
3. Welds meet visual acceptance criteria	Continuous	Testing Agent
4. Arc strikes	Continuous	Testing Agent
5. K-area	Continuous	Testing Agent
6. Backing removed and weld tabs removed	Continuous	Testing Agent
7. Repair activities	Continuous	Testing Agent
8. Document acceptance or rejection of welded joint or member	Continuous	Testing Agent
2. Inspection of high-strength bolting:		
a. Prior to bolting:		
1. Manufacturer's certifications available	Continuous	Testing Agent
2. Fasteners marked in accordance with ASTM requirements	Periodic	Testing Agent
3. Proper fasteners selected for the joint detail	Periodic	Testing Agent
4. Proper bolting procedure for the joint detail	Periodic	Testing Agent
5. Connecting elements meet applicable requirements	Periodic	Testing Agent
6. Pre-installation verification testing by installation personnel observed and documented for fastener assemblies and methods used	Periodic	Testing Agent

7. Proper storage provided for bolts, nuts, washers, and other fastener components	Periodic	Testing Agent
b. During bolting:		
1. Fastener assemblies placed in all holes and washers (if required) are positioned as required	Periodic	Testing Agent
2. Joint brought to the snug-tight condition prior to the pretensioning operation	Periodic	Testing Agent
3. Fastener component not turned by the wrench prevented from rotating	Periodic	Testing Agent
4. Fasteners are pretensioned in accordance with the RCSC specification progressing systematically from the most rigid point toward the free edges	Periodic	Testing Agent
c. After bolting:		
1. Document acceptance of rejection of bolted connections	Continuous	Testing Agent

MATERIAL / ACTIVITY	FREQUENCY OF INSPECTION	INSPECTOR
B. Inspection of Concrete per 1705.3		
1. Inspect reinforcement, including prestressing tendons, and verify placement.	Periodic	Testing Agent
2. Reinforcing bar welding:		
a. Verify weldability of reinforcing bars other than ASTM A706.	Periodic	Testing Agent
b. Inspect single-pass fillet welds, maximum 5/16”.	Periodic	Testing Agent
c. Inspect all other welds.	Continuous	Testing Agent
3. Inspect anchors cast in concrete.	Periodic	Testing Agent
4. Inspect anchors post-installed in hardened concrete members.		
a. Adhesive anchors installed in horizontally or upwardly inclined orientations to resist sustained tension loads.	Continuous	Testing Agent
b. Mechanical anchors and adhesive anchors not defined in 4.a.	Periodic	Testing Agent
5. Verify use of required design mix.	Periodic	Testing Agent
6. Prior to concrete placement, fabricate specimens for strength tests, perform slump and air content tests, and determine the temperature of the concrete.	Continuous	Testing Agent
7. Inspect concrete and shotcrete placement for proper application techniques.	Continuous	Testing Agent
8. Verify maintenance of specified curing temperature and techniques.	Periodic	Testing Agent
9. Inspect prestressed concrete for:		
a. Application of prestressing forces.	Continuous	Testing Agent
b. Grouting of bonded prestressing tendons.	Continuous	Testing Agent
10. Inspect erection of precast concrete members.	Periodic	Testing Agent
11. Verify in-situ concrete strength, prior to stressing of tendons in post-tensioned concrete and prior to removal of shores and forms from beams and structural slabs.	Periodic	Testing Agent
12. Inspect formwork for shape, location, and dimensions of the concrete member being formed.	Periodic	Testing Agent

MATERIAL / ACTIVITY	FREQUENCY OF INSPECTION	INSPECTOR
C. Inspection of Masonry per 1705.4 (Level "B" in accordance with TMS 402/ACI 530/ASCE 5 and TMS 602/ACI 530.1/ASCE 6 quality assurance program requirements)		
1. Verify compliance with approved submittals	Periodic	Testing Agent
2. Verification of f'_m and f'_{aac} prior to construction except where specifically exempted by code.	Periodic	Testing Agent
3. Verification of slump flow and visual stability index (VSI) as delivered to the project site in accordance with specification article 1.5 B.1.b.3 for self-consolidating grout.	Continuous	Testing Agent
4. As masonry construction begins, verify that the following are in compliance:		
a. Proportions of site-prepared mortar.	Periodic	Testing Agent
b. Construction of mortar joints.	Periodic	Testing Agent
c. Grade and size of prestressing tendons and anchorages.	Periodic	Testing Agent
d. Location of reinforcement, connectors, and prestressing tendons and anchorages.	Periodic	Testing Agent
e. Prestressing technique.	Periodic	Testing Agent
f. Properties of thin-bed mortar for AAC masonry.	Continuous	Testing Agent
5. Prior to grouting, verify that the following are in compliance:		
a. Grout space.	Periodic	Testing Agent
b. Grade, type, and size of reinforcement and anchor bolts, and prestressing tendons and anchorages.	Periodic	Testing Agent
c. Placement of reinforcement and connectors and prestressing tendons and anchorages.	Periodic	Testing Agent
d. Proportion of site-prepared grout and prestressing grout for bonded tendons.	Periodic	Testing Agent
e. Construction of mortar joints.	Periodic	Testing Agent
6. Verify during construction:		
a. Size and location of structural elements.	Periodic	Testing Agent
b. Type, size and location of anchors, including other details of anchorage of masonry to structural members, frames, or other construction.	Periodic	Testing Agent
c. Welding of reinforcement.	Continuous	Testing Agent
d. Preparation, construction, and protection of masonry during cold weather (temperature below 40°F) or hot weather (temperature above 90°F).	Periodic	Testing Agent
e. Application and measurement of prestressing force.	Continuous	Testing Agent
f. Placement of grout and prestressing grout for bonded tendons is in compliance.	Continuous	Testing Agent
g. Placement of AAC masonry units and construction of thin-bed mortar joints.	Continuous	Testing Agent
7. Observe preparation of grout specimens, mortar specimens, and/or prisms.	Periodic	Testing Agent

MATERIAL / ACTIVITY	FREQUENCY OF INSPECTION	INSPECTOR
D. Inspection of Soil Conditions per 1705.6		
1. Verify materials below shallow foundations are adequate to achieve the design bearing capacity.	Periodic	Testing Agent
2. Verify excavations are extended to proper depth and have reached proper material.	Periodic	Testing Agent
3. Perform classification and testing of compacted fill materials.	Periodic	Testing Agent
4. Verify use of proper materials, densities and lift thicknesses during placement and compaction of compacted fill.	Continuous	Testing Agent
5. Prior to placement of compacted fill, observe subgrade and verify that site has been prepared properly.	Periodic	Testing Agent
E. Driven Pile Deep Foundation Elements per 1705.7		
1. Verify element materials, sizes and lengths comply with the requirements.	Continuous	Geotechnical Engineer
2. Determine capacities of test elements and conduct additional load tests as required.	Continuous	Geotechnical Engineer
3. Verify placement locations and plumbness, confirm type and size of hammer, record number of blows per foot of penetration, determine required penetrations to achieve design capacity, record tip and butt elevations and document any damage to foundation element.	Continuous	Geotechnical Engineer
4. For concrete elements, perform tests and additional special inspections in accordance with Section 1705.3.	Periodic	Testing Agent
5. For specialty elements, perform additional inspections as determined by the registered design professional in responsible charge.	Periodic	Testing Agent

ATTACHMENT C

SES and GET Proposals

GET Proposal

MOBILE
ALABAMA

Proposal

Special Inspections and Construction Materials Testing

Mobile Civic Center Master Plan Improvements

Parking Facility Construction



GEOTECHNICAL
ENGINEERING
TESTING, INC.

Geotechnical Engineering-Testing, Inc.

PROFESSIONAL ENGINEERS

Geotechnical Evaluations - Geosciences - Construction Materials - Pavement Management

October 20, 2023

City of Mobile c/o
Mr. Sam Matheny
Volkert Program Management
11 North Water Street, Suite 18290
Mobile, Alabama 36602

Sam.matheny@volkert.com

Re: Proposal to Perform Special Inspections and Construction Materials Testing for the Mobile Civic Center Master Plan Improvements Parking Facility Construction

Dear Mr. Matheny:

In response to the above reference Request for Proposal, Geotechnical Engineering-Testing, Inc. (GET) is pleased to submit our proposal in pdf format via email as specified. Our submittal package is prepared in accordance with the instructions provided in the Request for Proposal dated October 4, 2023, prepared by Volkert Program Management on behalf of the City of Mobile, Alabama. As requested by Mr. Matheny, we have kept our response to this request brief and to the point and have attached additional supporting data for the selection committee on the team we are proposing for this project and their qualifications.

Geotechnical Engineering-Testing, Inc. has been providing geotechnical and construction materials testing services in the Mobile area and along the Gulf Coast in similar soil conditions for large industrial and government clients since the firm's inception in 1974. The firm's philosophy has always been to focus on providing these services in a quality and timely manner. GET's professional and technician staff have been performing testing services/Special Inspections on numerous projects similar in scope, size and magnitude across the region and for the City of Mobile.

GET's project team will be led by the firm's president and principal engineer, Curt Doyle, P.E. Mr. Doyle is the geotechnical engineer of record for the Civic Center Parking Facility and is very knowledgeable about the soil conditions and the design requirements for the project. As discussed in our attached response, our approach to providing construction materials testing and special inspections on projects similar in scope and complexity is unique and sets us apart from other testing firms. We plan to pull together a team of local specialists in the field of testing/Special Inspections with expertise, experience and local knowledge that are value added to the construction phase of the project. The GET team will include Barter and Associates, Inc. and Challenge Testing, Inc., both established, well-regarded Mobile firms. If a requirement of this contract is to have a DBE firm included, GET can subcontract a portion of this work to a qualified DBE firm.

GET looks forward to continuing to work on the project to provide continuity between the design and construction aspects of the parking facility project.

Should additional information be needed, please contact us.

Sincerely,

GEOTECHNICAL ENGINEERING-TESTING, INC.



Curt Doyle, P.E.
President, Principal Engineer

Attachments:

- Proposal
- GET Sample Projects
- GET Company Overview & Resumes
- Barter & Associates Company Overview & Resumes
- Challenge Testing Company Overview & Resumes

GEOTECHNICAL ENGINEERING TESTING, INC.

Civic Center Parking Deck Construction Materials Testing and Special Inspection Services Proposal

Introduction and Familiarity with Project

Geotechnical Engineering-Testing, Inc. (GET) is a Mobile based engineering firm specializing in geotechnical engineering, construction materials testing and Special Inspections. The firm was incorporated in 1974, almost 50 years ago, in the Port City. The firm has been providing services similar in scope and complexity on projects across the entire Gulf Coast region with an emphasis in Mobile County.

GET is the geotechnical engineer of record for the Civic Center Parking Facility and extremely knowledgeable with the site soil conditions as well as with performing the associated testing and Special Inspections required on this project. As the geotechnical engineer of record, GET aided the design team in developing the project specifications for the building foundations. GET has also supported the Civic Center Parking Facility design team in providing numerous alternate deep foundation options for consideration by the team for cost comparison and impact to construction schedule as well as provide input on pile installation issues that could potentially negatively affect the project. GET has extensive experience with the local soils as they relate to the various pile foundation options and their installation.

GET intends to dedicate senior level technicians that have worked with the firm for over 35 years and are well versed with the requirements of the specified pile load testing program, monitoring of production pile installation and concrete placement. These senior level technicians will be supported by the firm's principal engineer and GET's other senior level engineers. Additional information is included in the Proposed Team section of this submittal and individual resumes are attached at the end of our submittal.

GET has been the geotechnical engineer of record and testing firm for the City of Mobile on numerous projects since the company's inception. Several of the projects include the City's existing downtown parking deck adjacent to the Renaissance Plaza Hotel, the Convention Center, Art Museum, the Regional Airport, and the West Regional Public Safety Complex. GET has also performed the geotechnical engineering and associated testing for numerous projects near the project site including multiple projects for the Alabama State Port Authority, Benders Shipyard, the FBI Building and across the Brookley Aeroplex complex.

GET has approximately 30 employees on staff, which includes four licensed professional engineers and three graduate engineers and two geologists. The GET team is extremely experienced with complex foundation engineering systems, construction materials testing, Special Inspections and construction materials engineering. The licensed engineers have compiled over one hundred years of experience in these engineering disciplines. GET has the capabilities to perform all soils explorations, laboratory testing, engineering, and testing services with in-house personnel and equipment.

Proposed Team

Mr. Curt Doyle will be the primary point of contact for the GET team and, as stated is the geotechnical engineer of record for the Civic Center Parking Facility. He will be available for the duration of the project to address and respond to any issues or concerns that develop over the course of the project. He will also be available to participate as needed in on-site construction meetings, in particular during the pile load test and pile installation phase of the project, to address any issues or concerns that may develop and require prompt response. This will expedite our response to the construction team to support the project's accelerated schedule.

GET will dedicate senior technicians to support Mr. Doyle in the field and to be the City's "eyes in the field". Although a sufficient staff of experienced technician personnel is available to support the project, it is GET's intent to minimize the number of different technician personnel on the project to provide continuity and consistency to the project and design/construction team.

GET will subcontract and incorporate as part of our team Barter and Associates, Inc. (Barter) who will provide a licensed structural engineer to perform some of the structural portion of the required Special Inspections. GET will also subcontract Challenge Testing, Inc (Challenge) who will provide certified welding inspectors to perform the required non-destructive testing and welding inspections. GET has worked together as a team with these two firms successfully and efficiently on numerous projects over the years. The three firms have developed a fluid and seamless line of communication in working together. Challenge and Barter are established Mobile firms with local experience that provide quality service. Brief company biographies are included as an attachment to this proposal for additional information on the team proposed to perform the construction materials testing and special inspections for this project.

Geotechnical Engineering-Testing, Inc. - 49 years of service in Mobile, Alabama

Barter and Associates, Inc. - 41years of service in Mobile, Alabama

Challenge Testing, Inc. - 65 years of service in Mobile, Alabama

For this project, one of GET's senior technicians, Mr. Dale Nobles, will be GET's lead technician assigned to the project. He has been with GET for 38 years and is very knowledgeable concerning the installation of various pile types, pile load testing, soils, aggregate and concrete testing and is ICC Board certified Special Inspector in both Concrete and Masonry. He will be supported by the Construction Materials Testing (CMT) Manager, Ron Attebery, who has been with GET 44 years and by Senior Technician, Danny Chapman, who has been with GET 38 years. GET has less senior technicians available to the project for miscellaneous support tasks. The primary point of contact for Barter and Associates will be Mr. James Russell, PE. He has 33 years of experience with Barter and Associates. Mr. Russell has served as the chairman of the Structural Engineers Association of Alabama – Code Advisory Committee and is well versed in Special Inspection requirements. Challenge Testing will have both David Wiggins and Leonard Hobson familiar with the project specifications and requirements and available to respond as needed for the required Structural Nondestructive Testing and welding inspections. Both gentlemen have been with Challenge Testing 31 and 35 years respectively.

The knowledge and skills of such an experienced inspection team adds tremendous value to a project on a "fast-track" such as this one as they can provide guidance and assistance to the field operations.

Resumes on each of the GET team members proposed are included as an attachment to this proposal for additional details and qualifications for each proposed team member.

GET's laboratory is accredited through the AASHTO Materials Reference Laboratory program in soils, aggregates, concrete, asphalt and sprayed fire resistive materials. It maintains this accreditation through bi-annual inspections, annual inspections of its quality program and certifications and proficiency sample testing programs. The laboratory is located approximately 10 minutes from the project site and is generally staffed to provide testing services 7 days per week. The laboratory is well staffed and is capable of performing the required testing and reporting in a timely manner.

Project Plan of Approach- Methodology

Although testing/inspection services do not require full-time inspection for all aspects of the project, it is anticipated that a GET representative will be onsite most days during the construction of the project. GET's senior technician will communicate/coordinate on a daily basis with the contractor and/or subcontractor to ensure that all testing/inspection requirements are performed as needed and scheduled.

During the foundation installation aspect of the project:

- GET's senior inspector and geotechnical engineer will work closely with the design/construction team to ensure that foundations are installed as designed and meet the project requirements.
- GET's principal engineer and geotechnical engineer of record will review submittals made by the contractor regarding the foundations.
- During the installation of test piles and performance of load tests, GET's senior inspector and geotechnical engineer will monitor installations and testing.
- The load test results will be evaluated by the geotechnical engineer of record and criteria established for production pile installation.
- The geotechnical engineer of record will review the pile installation records on a daily basis and be available to address any issues that may arise in a timely manner.

During the next phase of construction:

- The senior technician will provide services on an as-needed basis to perform the required Special Inspections and testing services for the project. These services will include all aspects of testing/Special Inspections related to the concrete and masonry construction on the project.

- The senior technician will be responsible for communicating with GET's CMT supervisor and/or project engineer in the office when additional testing personnel will be required for any assistance.
- The senior technician will also be responsible for coordinating with the CMT supervisor and laboratory manager for all in-house laboratory testing required.
- The senior technician will communicate with the Barter and Associates and Challenge Testing to provide the required structural steel, welding and NDT testing services.
- The CMT supervisor will be responsible for reviewing all daily field reports of activities, field and laboratory test results.
- Any report or test result indicating a deficiency will be reported to and reviewed by the materials engineer and immediately communicated to the owner's project manager, design team and the contractor.
- A log of deficient testing results and any subsequent re-testing required to achieve results compliant with the Contract Documents will be maintained by GET's Special Inspector and management staff.
- GET's office support staff will be responsible for submitting all daily field reports and field and laboratory test results to the program manager, design team and the contractor.

Ability to Maintain Budget

Since the time required onsite by GET personnel to perform testing and inspection services is often dictated by the schedule and efficiency of the contractor, GET's ability to control these associated costs is often beyond our control. However:

- GET personnel will coordinate closely with the contractor to ensure unnecessary time is not expended on the project when testing and inspection services are not required.
- When applicable, GET will utilize junior level technician staff for less complex testing tasks on the project to reduce personnel costs.
- GET's managerial staff and senior technician will coordinate closely with its subconsultants to ensure that all required tests are performed but unnecessary time is not expended on the project.
- To maintain the testing/inspection budget, GET will track actual time/fees against the proposed estimate of fees and communicate monthly with the owner's program manager on the status of our expenditures and percent of project complete.
- Based upon project schedule and testing requirements, GET will communicate with owner's project manager potential methods for reducing the technician time on the project if necessary

Quality Assurance / Quality Control

Outlined below are GET's general methods, procedures, and processes to ensure quality control.

General Activities: Quality Control (QC) is an integral program at Geotechnical Engineering-Testing, Inc. (GET) designed to ensure delivery of consistent, high-quality work activities conforming to the project requirements of our client. The program is applicable to all GET personnel and to GET direct subconsultants/contractors as it is implemented throughout all aspects and levels of the company's services. Project personnel will ensure the highest level of attention to quality control and quality assurance. Standard Operating Procedures are in place that addresses the many facets of the geotechnical engineering, soils explorations, laboratory testing and materials testing services we provide; the SOP includes specific techniques, corrective action, interface and communications systems, and documents and reports.

Administrative: The project manager/engineer tracks the program elements of each project to ensure that the overall administrative function is well organized. Project manager/engineers are responsible for ensuring that all safety and incident reports are appropriately recorded and processed. Typical project records to be maintained include, as appropriate, field notes/documentation forms; original laboratory results; notifications and permits; client correspondence; OSHA Accident and Injury Logs; site specific health and safety plans.

Data Collection: Sampling, measuring and test equipment are controlled through calibration and maintenance, which determine precision and accuracy limits. Calibration is conducted using certified equipment and/or standards with known valid relationships to recognized performance standards. Documentation of calibration is maintained and is traceable to the instrument. Periodic preventive and corrective maintenance measurement of test equipment is performed based on experience, reference procedures, manufacturer's recommendations and ASTM and/or AASHTO guidelines.

Quality Control Project Plans: Project management develops a site-specific work plan, field sample plan, and a data management plan. A health and safety plan (HASP) is developed by the assigned health and safety officer with the project manager in accordance with GET Employee Health and Safety Policy Manual. A site-specific QC Project Plan (QCPP) is developed by the project manager and assigned QC officer.

Sampling Data Validation: Data validation is performed in accordance with project requirements. A data review report presenting validated results certifies the application of the data for the subject investigation.

Report Review: Following data validation, report preparation is achieved by adhering to in-house protocols, the client's protocols or an industry standard such as ASTM/AASHTO. Following compilation, all reports will be subjected initially to an administrative review, a peer review and/or QC officer for technical accuracy and content, and finally by the program manager/engineer prior to submittal, in draft or final form, to the client.

Corrective Action: A strategy for initiating corrective action when process or procedural errors occur has been developed. It includes maintaining communications with all team members affected by the error, immediately remedying obvious errors, carefully examining the procedure(s) to determine the real cause of the problem, documenting the solution, and communicating solutions, process changes and monitoring the corrected process to ensure proper functioning. This strategy has been successfully employed to continuously improve the project process.

Subconsultant laboratories are subject to the QA/QC controls as specified in their various accreditation procedures.

The project manager/engineer has primary responsibility for the implementation of QC plans and procedures for the project. He will ensure that such plans and procedures are consistently and effectively applied. He is responsible for daily management of QC procedures and their application to specific delivery order activities.

GEOTECHNICAL ENGINEERING TESTING, INC.

SAMPLE CONSTRUCTION MATERIALS TESTING/SPECIAL INSPECTIONS PROJECT EXPERIENCE



City of Mobile Parking Facility at the
Renaissance Mobile Riverview Hotel
Mobile, Alabama



Authur R. Outlaw Mobile Convention Center
Mobile, Alabama



Legacy Towers Condominiums and
Parking Garage
Gulfport, Mississippi



University of South Alabama Simulation
Laboratory
Mobile, Alabama



University of South Alabama Health Fanny
Meisler Trauma Center
Mobile, Alabama

GEOTECHNICAL ENGINEERING TESTING, INC.

SAMPLE CONSTRUCTION MATERIALS TESTING/SPECIAL INSPECTIONS PROJECT EXPERIENCE



University of South Alabama Health Mobile Diagnostic Center Physicians' Office Building
Mobile, Alabama



Vista Bella Condominium
Orange Beach, Alabama



University of South Alabama Health Children's and Women Hospital Emergency Department Addition
Mobile, Alabama



Imperial Palace Casino Parking Garage
Biloxi, Mississippi



Downtown Renaissance Senior Center and Multi-Family Duplexes
Mobile, Alabama

GEOTECHNICAL ENGINEERING TESTING, INC.

Geotechnical Engineering Testing, Inc. (GET) is a privately held civil engineering firm that specializes in geotechnical engineering, construction materials testing, Special Inspections and infrastructure / pavement management. Founded by Lynn C. Doyle, the company was incorporated in 1974 as an Alabama corporation, providing quality geotechnical engineering and construction materials testing services to government entities, industry, and architectural/civil engineering firms. Projects range from small commercial buildings or local roads to very large industrial projects, port facilities, high-rise buildings, infrastructure projects, water and wastewater treatment projects and interstate highways along the Gulf Coast and across the southeast.

The organization employs approximately 30 employees, which includes four licensed professional engineers and three graduate engineers and two geologists. The GET team is extremely experienced with complex foundation engineering systems, construction materials testing and Special Inspections. The licensed engineers have compiled over one hundred years of experience in these engineering disciplines.

FIELD EXPLORATIONS

GET provides numerous field exploration options to evaluate subsurface geologic conditions. These field explorations are performed by engineers, geologists, engineering technicians, and core boring specialists qualified through education, training, and experience.

GET is adequately equipped and operates its own equipment to provide the services listed above. Soil borings may be performed with one of three core boring rigs, depending on the site conditions and borehole requirements. The rigs include truck mounted, all terrain vehicle mounted, barge mounted, and hand carried equipment. Rotary wash, solid stem auger, and hollow stem auger methods may be used to advance the boreholes.

GEOTECHNICAL LABORATORY TESTING

GET is staffed and equipped with a complete geotechnical laboratory for performing physical characteristics tests on soil and rock samples. Specialized equipment includes consolidometers for consolidation testing and triaxial cells for backpressure saturation of samples for hydraulic conductivity determination and for shear strength testing. Test results are presented by computer generated reports. GET's laboratory is accredited through AASHTO Resource in soils, aggregates, concrete, asphalt and sprayed fire resistive materials.

CONSTRUCTION MATERIALS TESTING

GET provides Quality Control/Quality Assurance (QC/QA) observations and testing during the construction phase of projects. These services are generally performed by technicians qualified through both training and experience who work under the direction of a professional engineer. Most of GET's technicians have over 20 years of experience with the firm. The technicians are certified by various agencies (e.g. ICC, ACI, ALDOT, et cetera) to perform particular tests and have received appropriate safety training such as OSHA and Radiation safety.

PROFESSIONAL ENGINEERING EVALUATIONS

The results of field and laboratory tests are analyzed and evaluated by the project engineer and geotechnical recommendations are formulated for the project. A formal engineering report is usually rendered which presents the recommendations along with results of tests, analyses, and evaluations. The GET staff is available for consultation through the initial planning to the final acceptance of the project. All professional services are performed, findings obtained, and recommendations prepared in accordance with established and recognized professional engineering principles and practices. GET's engineers are available during construction to review test reports and provide consultation.

GEOTECHNICAL ENGINEERING TESTING, INC.

CURT DOYLE, P.E.
President & Principal Geotechnical Engineer

Professional Qualifications/Licensures and Affiliations

- Professional Engineer – Alabama License #25733
- American Society of Civil Engineers (ASCE)
- National Society of Professional Engineers (NSPE)
- American Concrete Institute (ACI)

Brief Biography

Curt Doyle has over 30 years of experience working for industry, government, construction and consulting engineering firms specializing in geotechnical engineering-testing and construction materials engineering-testing services. He has been the project foundation and materials engineer responsible for the planning and/or the supervision of exploration programs and engineering studies for numerous projects in the southeast United States. Projects include major interstate and highways, port/waterfront facilities, industrial plants, railroads, airports, single and multi-story structures. He is familiar with the geotechnical engineering, testing requirements and the design guidelines of USACE, FHWA, FAA, ALDOT, and Federal funded projects.

Representative Projects

- Principal geotechnical engineer responsible for the City of Mobile Civic Center Parking Deck in Mobile, Alabama
- Principal geotechnical engineer for the City of Mobile Riverfront Redevelopment in Mobile, Alabama
- Principal geotechnical engineer for the City of Mobile Police Department Mounted Unit Facility in Mobile, Alabama
- Principal geotechnical engineer for the New College of Medicine at the University of South Alabama in Mobile, Alabama
- Principal geotechnical engineer for the City of Mobile Fire Training Facility in Mobile, Alabama
- Principal geotechnical engineer for the University of South Alabama Physician's Office Building near the University's campus in Mobile, Alabama
- Principal geotechnical engineer for the University of South Alabama Free Standing Emergency Building near the University's campus in Mobile, Alabama
- Principal geotechnical engineer for the Brookley Terminal Phase I and II Parking at the Brookley Aeroplex in Mobile, Alabama
- Principal geotechnical engineer for the Alabama State Port Authority (ASPA) Garrows Bend Intermodal Container Transfer Facility (ICTF) Phase I in Mobile, Alabama
- Project geotechnical engineer for the ASPA Choctaw Point Container Terminal Land Reclamation, Site Stabilization and Stage 1 and 2 Wharf in Mobile, Alabama
- Principal geotechnical engineer for the ASPA Connector Bridge/Road Between the Choctaw Point Container Terminal and the Garrows Bend ICTF in Mobile, Alabama
- Principal geotechnical engineer for the Port of Mobile Logistics Park Site in Mobile, Alabama
- Principal geotechnical engineer for the Expansions at the Gulf Distributing (Former Press Register) facility in Mobile, Alabama

GEOTECHNICAL ENGINEERING TESTING, INC.

DALE NOBLES
Senior CMT Technician

Professional History

Mr. Nobles has been employed with Geotechnical Engineering-Testing, Inc. since 2007. Key areas of responsibility include maintaining an in-house quality assurance/quality control (QA/QC) program for laboratory and field-testing services. He also performs laboratory and field testing of soils, concrete and grout field testing, and laboratory compression strength testing, concrete and asphalt pavement installation monitoring and testing, pile load testing and installation monitoring, settlement monitoring. In addition to the monitoring and testing required, he is also responsible for all of the associated documentation and distribution of field and test reports.

Education and Certifications

- High School Diploma
- University of South Alabama – Business Management
- ICC Reinforced Concrete Inspector
- ICC Masonry Special Inspector
- ALDOT Roadway Technician
- ACI Concrete Field Technician I
- Hazmat Radiation Safety
- 10 Hour OSHA Industrial Safety

Sample Construction Materials Testing Projects

- City of Mobile Convention Center in Mobile, Alabama
- University of South Alabama Simulation Laboratory in Mobile, Alabama
- University of South Alabama Free Standing Emergency Department in Mobile, Alabama
- University of South Alabama New Student Housing Dormitory in Mobile, Alabama
- Alabama State Port Authority Berth “E” Improvements in Mobile, Alabama
- Mobile County Pay-As-You-Go Road Projects
- Bayou La Batre Channel Improvements in Bayou La Batre, Alabama
- Berg Spiral Steel Pipe Plant in Prichard, Alabama
- University of South Alabama Physicians Office Building in Mobile, Alabama
- Alabama State Port Authority McDuffie Coal Terminal in Mobile, Alabama
- University of South Alabama Women’s and Children Hospital Expansion in Mobile, Alabama
- Numerous Elementary/Middle School Additions and Renovations in Mobile County, Alabama
- Fairhope Middle School in Fairhope, Alabama
- University of South Alabama New Dining Facility in Mobile, Alabama

GEOTECHNICAL ENGINEERING TESTING, INC.

RONALD ATTEBERY
CMT & Laboratory Supervisor

Mr. Attebery has been employed with Geotechnical Engineering-Testing, Inc. since 1979 and has progressed from a core-boring technician, a soils laboratory technician, a CMT technician, to now the manager of the materials testing and soils laboratory department. In his position as manager, he is responsible for managing technician job assignments and scheduling, downloading/reviewing project plans and specifications, reviewing and approving daily field reports and concrete cylinder breaks prior to issue as well as review and approve asphalt and concrete mix designs for GET construction projects.

Education and Certifications

- High School Diploma
- University of South Alabama – 4 Years Business Administration
- ACI Level I Concrete Field Technician
- ACI Concrete Strength Testing Technician
- ALDOT Roadway Technician
- ALDOT Level I Asphalt Technician
- Qualified Credential Inspector – Stormwater Runoff
- 10 Hour OSHA Industrial Safety
- Hazmat Radiation Safety
- Sprayed Fire Resistance Testing Training

Sample Construction Materials Testing Projects

- City of Mobile Downtown Parking Garage at the Renaissance Hotel in Mobile, Alabama
- City of Mobile Art Museum in Mobile, Alabama
- City of Mobile Airport Terminal Building, Taxiways, Parking Apron Pavements, and Subsequent
- City of Mobile West Regional Library in Mobile, Alabama
- City of Mobile Convention Center in Mobile, Alabama
- Berg Steel Spiral Pipe Plant in Mobile, Alabama
- Alabama State Docks Choctaw Point and APM Terminals Building in Mobile, Alabama
- Mobile County Pay-As-You-Go Road Projects in Mobile County, Alabama
- American Red Cross Building in Mobile, Alabama
- Hope VI Housing Development – Orange Grove in Mobile, Alabama
- AHEPA XI Apartments in Theodore, Alabama
- Multiple Schools, Renovations, Additions for Mobile County School Board and Baldwin County Board of Education

GEOTECHNICAL ENGINEERING TESTING, INC.

Danny Chapman
Senior CMT Technician

Professional History

Mr. Chapman has been employed with Geotechnical Engineering-Testing, Inc. since 1985. Prior to working at Geotechnical he was employed as a quality control technician at a pre-stressed/pre-cast concrete plant. In his 38 years with the firm, he has worked on many projects in numerous roles and he also has experience in a wide range of laboratory soil mechanics, concrete and asphalt tests. Key areas of responsibility include field testing of soils, concrete, grout, asphalt and other construction materials. With his experience, he typically performs pile load tests, monitors pile installation, inspects concrete reinforcement post tension slabs, and other special tests required of the company. His project experience has ranged from testing and inspection during the construction of high-rise structures, major port projects, airport runways and local roadways. In addition to the monitoring and testing required, he is responsible for all of the associated documentation and distribution of field and test reports.

Education and Certifications

- High School Diploma
- ALDOT Level I & II Asphalt Technician
- ALDOT Roadway Technician
- ACI Concrete Field Technician I
- Hazmat Radiation Safety
- Certification in Unbonded Post-Tensioning – Level 1 Field Fundamentals

Sample Construction Materials Testing Projects

- City of Mobile New Public Safety Complex on Airport Boulevard in Mobile, Alabama
- City of Mobile Convention Center in Mobile, Alabama
- Beach Club Condominiums Phase I and II on Fort Morgan Road in Gulf Shores, Alabama
- Legacy Tower Condominiums and 14 Story Parking Deck in Gulf Port, Mississippi
- Alabama State Docks Choctaw Point in Mobile, Alabama
- Alabama State Docks APM Terminals Building in Mobile, Alabama
- Downtown Renaissance Seniors Center and Multi-Family Phase II Project in Mobile, Alabama
- University of South Alabama Dining Hall Facility in Mobile, Alabama
- Berg Steel Spiral Pipe Plant in Mobile, Alabama
- Alabama State Docks – Rail Ferry at 3 Mile Creek and Mobile River in Mobile, Alabama
- Alabama State Docks Choctaw Point Terminals – Stage 1 and 2 Wharf in Mobile, Alabama
- Mobile Regional Airport Entrance Roads Upgrade and Overlays in Mobile, Alabama
- City of Mobile Dauphin Street Drainage Upgrade and Traffic Improvements in Mobile, Alabama
- Mobile County Pay As You Go Road Projects
- American Red Cross Building in Mobile, Alabama
- Kimberly Clark Corporation Woodyard and Utilities Modernization in Mobile, Alabama

GEOTECHNICAL ENGINEERING TESTING, INC.

HANK M. OAKES, P.E.
Senior Geotechnical Engineer

Professional Qualifications/Licensures and Affiliations

- B.A. Math Education, Harding College
- B.S. Civil Engineering, University of South Alabama
- Practicing Geotechnical Engineering since 1985
- Professional Engineer: Alabama No.19576, Mississippi No.15971, Florida No. 86758

Brief Biography

Mr. Oakes has over 38 years of experience as a practicing geotechnical engineer county wide in Mobile County as well as across the Gulf Coast region. He performs geotechnical studies for small to large projects for private, commercial, government, and industrial clients. Along with typical site preparation and foundation bearing capacity evaluations, he regularly performs settlement analyses (due to consolidation of soft soils), slope stability analyses, bulkhead analyses, retaining wall analyses (global stability), and analyses to estimate capacities of deep foundations. Mr. Oakes has been the geotechnical engineer of record on numerous studies and provided formal reports for infrastructure projects including water and wastewater treatment facilities, educational facilities, waterfront/port structures, private development projects, parks and recreational facilities and roadway projects across the southeast.

Representative Projects

- Senior geotechnical engineer for the Thomas Hospital Patient Tower and Parking Deck in Fairhope, Alabama
- Senior geotechnical engineer for the City of Mobile Art Museum in Mobile, Alabama
- Senior geotechnical engineer for the City of Mobile Public Safety Complex on Airport Boulevard in Mobile, Alabama
- Senior geotechnical engineer for the City of Mobile West Regional Library in Mobile, Alabama
- Senior geotechnical engineer for the Flight Works Alabama (AIDT) Aviation Training Facility at the Brookley Aeroplex in Mobile, Alabama
- Senior geotechnical engineer for the East Parking Garage Expansion at Mobile Infirmary in Mobile, AL
- Senior geotechnical engineer for the Flight Simulator Building at the US Coast Aviation Training Center in Mobile, Alabama
- Senior geotechnical engineer for the APM Terminals located at the Alabama State Docks in Mobile, Alabama
- Senior geotechnical engineer for the USA Women's and Children Pediatric Emergency Department in Mobile, Alabama
- Senior geotechnical engineer for the Simulation Lab at the University of South Alabama in Mobile, Alabama
- Senior geotechnical engineer for the OR and PACU Addition at University Hospital in Mobile, Alabama
- Principal geotechnical engineer for the Emergency Department Addition at USA Children's and Women's Hospital in Mobile, Alabama



BARTER & ASSOCIATES, INC.
Structural Engineers

Barter & Associates, Inc. was founded in 1982 as a structural engineering firm. Over the decades Barter and Associates has designed industrial facilities, specialized foundations and structures, hospital additions, office buildings, extended care facilities, schools, churches, museums, and municipal offices. Our clientele consists of industry, government, specialty contractors, major architectural firms in Mobile, New Orleans, Birmingham, and Montgomery as well as other consulting engineers. In addition to design services Barter & Associates provides Special Inspection services direct to owners. These services range from a few inspections as part of a comprehensive program to managing the entire special inspection process including material testing and acquiring certifications required by the building code.

The firm has furnished special inspection services on multiple projects in recent years. Examples include the Trauma Center for USA Hospital, the University of South Alabama Simulation Laboratory, the University of South Alabama Physicians Office Building, and the University of South Alabama Free Standing Emergency Room. The firm's services extend beyond the typical materials-based inspections. B&A takes responsibility for all the inspections required by the code related to the building's structure and wind susceptible features. This includes the building envelope consisting of the roofing anchorage, the building veneer attachments, and the installation of opening protections such as windows and doors.

James A. Russell, P.E., S.E.
Project Manager



Experience

Thirty-three years as a practicing design engineer with extensive experience in the design of building structures and foundation systems. Mr. Russell serves in the capacity of chief design engineer and project manager. He is responsible for the timely and efficient production of projects and the assurance that those projects meet the latest codes and standards. His work with the firm's major clients has been instrumental in the firm's growth both technically and professionally. Additionally, Mr. Russell serves in the role of providing in-house quality assurance. All major projects are checked by him for engineering accuracy and completeness. Through his expertise in this area the firm has been very successful in the production of high quality contract documents that are both accurate and provide the client with an economical solution.

Professional Honors and Activities

Past-President - Structural Engineers Association of Alabama
Member - Structural Engineers Association of Alabama Special Inspections Committee
Past-Chairman - Structural Engineers Association of Alabama - Code Advisory Committee
Past-Member - International Code Council Committee on Hurricane Resistant Residential Construction

Business and Professional Affiliations

Structural Engineers Association of Alabama
American Institute of Steel Construction, Inc.
Structural Engineering Certification Board

Presentations

Hurricane Resistant Residential Construction, Mobile, AL, 2011
Special Inspection Provisions of the IBC, Birmingham, AL, 2005

Significant Structures

Infirmary Health System Medical Plaza, Saraland, Alabama
Mobile County Emergency Management Agency EOC, Mobile, Alabama
Citronelle High School, Citronelle, Alabama
Mobile Museum of Art, Mobile, Alabama
Thomas Hospital—North Patient Tower, Fairhope, Alabama
Singing River Hospital Medical Office Building, Pascagoula, Mississippi
Saraland High School, Saraland, Alabama
Taylor/White Elementary School, Mobile, Alabama
University of Sout Alabama Simulation Lab, Mobile, Alabama
Fanny Meisler Trauma Center, Mobile, Alabama

Education
University of South Alabama
BS in Civil Engineering 1990

Licensed Structural Engineer
Illinois

Licensed Professional Engineer
Alabama, Colorado

BARTER & ASSOCIATES, INC.
Structural Engineers

1614 Government Street Mobile, AL 36604
251.473.8354
251.391.0815
www.barterse.com

Marc S. Barter, P.E., S.E.
Principal



Experience

Fifty years as a practicing design engineer with extensive experience in the design of structures and foundation systems. Mr. Barter has personally designed or supervised the design of large auditoriums, athletic facilities, hospital additions, schools, churches and office buildings. In addition to design projects, he has conducted numerous investigations of existing structures for code compliance and adaptive reuse.

Professional Honors and Activities

Past Chairman - Alabama Board of Licensure for Professional Engineers and Surveyors
Past-Member - Board of Directors, Structural Engineering Certification Board
Past-President - NCSEA Media, Inc. - *Structure Magazine*
Past-Chairman - NCSEA Member Organization Development Committee
Past-Member - NCSEA Structural Engineers Emergency Response Committee
Past-Chairman - Design Practices Committee, Structural Engineering Institute
Past President - National Council Structural Engineers Associations
Past President - Alabama Council American Structural Engineers
Recipient - NCSEA Robert C. Cornforth Award
Recipient - NCSEA Distinguished Service Award
Recipient - NCSEA Lifetime Achievement Award

Business and Professional Affiliations

Structural Engineers Association of Alabama
American Institute of Steel Construction, Inc.
American Concrete Institute
Structural Engineering Institute
American Council of Engineering Companies

Presentations

ATC 45 Training Seminars—Tulsa, Oklahoma, Oklahoma City, Oklahoma and Omaha, Nebraska, 2010
Special Inspections 101-Mobile, AL, Tupelo, MS, Memphis, TN, 2008
Structural Engineering Certifications—SEAKM Annual Meeting, Kansas City, MO, 2007
Hurricane Ivan—Post Flood and Wind Safety Evaluation of Buildings presented to Code of Officials of Alabama Meeting, Orange Beach, Alabama, 2005
Wind Design—IBC 2000 and IRC 2000, Code Officials of Alabama Meeting, 2005
Certification of Structural Engineers—NCSEA Annual Meeting, New Orleans, LA, 2004
Certification for Structural Engineers—ISEA Meeting, Indianapolis, IN, 2002
Separate Licensing for Structural Engineers—ASCE Winter Meeting, 2001

Education
University of South Alabama
BS in Civil Engineering 1973
Structural Concentration
University of Alabama
Graduate Courses in Structural Engineering

Licensed Structural Engineer
Georgia
Illinois

Licensed Professional Engineer
Alabama
Arkansas
Florida
Georgia
Louisiana
Michigan
Mississippi
North Carolina
South Carolina
Texas

BARTER & ASSOCIATES, INC.
Structural Engineers

1614 Government Street Mobile, AL 36604
251.473.8354
251.605.6328
www.barterse.com

Mary-Margaret Dickey, P.E.
Design Engineer



Experience

Fifteen years as a practicing design engineer with experience in the design of structures and foundation systems. Ms. Dickey is responsible for the design and preparation of plans for structural engineering projects, including building, bridges, piers and other miscellaneous structures. She has design experience in both hurricane prone regions and high seismic zones. Ms. Dickey has personally designed schools, shelters (ICC 500), multifamily residential buildings and office buildings per IBC. These projects have ranged in sizes, from a 1,000 SF to +90,000SF and from 1 story to 6 stories. Ms. Dickey has also designed the bridge substructures and superstructures per AASHTO LRFD Bridge Design Specification. She has worked on highway, metro rails, and pedestrian bridges. In addition to the design experience, she has three years of experience in research and finite element modeling and spent one year providing recovery services support to FEMA Public Assistance Division in Houston Texas after Hurricane Harvey.

Business and Professional Affiliations

Society of Women Engineers
Structural Engineers Association of Alabama
American Society of Civil Engineer
Junior League of Mobile

Presentations

FEM of a Wave Impacting a Bridge Section, Mississippi State, MS, 2010
Bluebeam for Engineers, Mobile, AL, 2017

Research

Investigated damage to coastal bridges due to storm surge.
Reviewed the past and present methods for wave force calculations.
Developed a user subroutine for calculating a non-uniform distributed wave force that varied spatially and in time on a flexible structure.
Created a dynamic 3D finite element model of a highway bridge section being impacted by a moving wave.

Major Projects

Mississippi State University Research, Mississippi State University, MS
Faulkner Allied Health Building, Faulkner Community College, Fairhope, AL
Springhill College Student Center, Mobile, AL
Taylor-White Elementary School, Mobile, AL
Singing River Hospital Medical Office Building, Pascagoula, MS
Waterfront Rescue Mission, Mobile, AL
Saraland Community Safe Room, Saraland, AL
Citronelle High School, Citronelle, AL
USA Health Freestanding Emergency Department, Mobile, AL
USA Health Physician Office Building, Mobile, AL
USA Health Children's and Women's Hospital Pediatric Emergency Department, Mobile, AL

Education

Mississippi State University
BS in Civil Engineering 2005
MS in Civil Engineering 2008

Jones County Junior College
Associate of Arts in General Studies

Licensed Professional Engineer

Alabama
Utah

BARTER & ASSOCIATES, INC.
Structural Engineers

1614 Government Street Mobile, AL 36604
251.473.8354
251.591-4522
www.barterse.com

SPECIALIZING IN SOILS EXPLORATION, PHYSICAL TESTING, AND NDT EXAMINATION SERVICES

CHALLENGE TESTING

P.O. BOX 91537
4234 HALLS MILL ROAD
MOBILE, ALABAMA 36691
PHONE: (251) 666-1435
FAX: (251) 666-1438
WWW.CHALLENGETESTING.COM

Challenge Testing, Inc., has long been recognized in the testing/inspection field as a Leader in Nondestructive Examination Services along the Gulf Coast and beyond for over 65 years.

Our staff is committed to providing professional, quality services worldwide when called upon.

NONDESTRUCTIVE TESTING AND PHYSICAL LABORATORY

TEST METHODS USED IN NONDESTRUCTIVE TESTING

- EDDY CURRENT EXAMINATION
- RADIOGRAPHIC EXAMINATION (X-Ray) Electrical/Gamma IR-192
- ULTRASONIC EXAMINATION (Flaw Detection/Thickness Measurement)
- MAGNETIC PARTICLE TESTING (MT) Wet/Dry
- DYE PENETRANT EXAMINATION (PT)
- VISUAL EXAMINATION (VT)
- PHYSICAL TESTING SERVICES
    - Brinnell/Rockwell Hardness
    - Tensile/Compressive Testing
    - Stress/Strain Chart Recording
    - Charpy Impact Testing

Our Physical Laboratory Is Prepared to Perform Tensile, Compressive, Bend & Flexural Testing Services with Capacities To 300,000 Lbs. And Stress-Strain Chart Recording. Compete Sample and Milling/Machining Facilities. Computer Aided Design & Drafting (CADD) Services Are Available for Professional Presentation of Inspection Detail.

Certifications:

- American Welding Society Certified Inspectors (AWS)
- Federal Aviation Administration Repair Station (FAA) # IW4R273M
- SNT-TC-1A Qualified Technicians
- U.S. Navy (NAVSHIP/MILSTD)

QUALIFIED PERSONNEL

(Files Available Upon Request)

VT – VISUAL TESTING: AWS/CWI – WELDING INSPECTORS

Leonard Hobson

David Wiggins

Daniel Heathco

MT - MAGNETIC PARTICLE

David Wiggins – Level III

Leonard Hobson – Level II

Daniel Heathco – Level II

Donal Speake – Level II

PT - LIQUID PENETRANT

David Wiggins – Level III

Leonard Hobson – Level II

Daniel Heathco – Level II

Donal Speake – Level II

ET - EDDY CURRENT

Donal Speake – Level II

UT - ULTRASONIC EXAMINATION (THICKNESS)

David Wiggins – Level III

Leonard Hobson – Level II

Daniel Heathco – Level II

Donal Speake – Level II

UT - ULTRASONIC EXAMINATION (FLAW)

Donal Speake – Level II

David Wiggins – Level III

RT - RADIOGRAPHIC X-RAY

Daniel Heathco – Level II

NOTE:

Technicians are qualified in accordance with SNT-TC-1A

Specializing In Soils
Exploration, Physical
Testing, and NDT
Examination Services

CHALLENGE TESTING

P.O. Box 91537
42234 Halls Mill Road
Mobile, Alabama 36691
Phone: (251) 666-1435
Fax: (251) 666-1438
www.challengetesting.com

>>>> RESUME <<<<

DAVID C. WIGGINS

AWS/CWI Senior Nondestructive Inspector
SNT-TC-1A Level III - RT, MT, PT, & UT
Manager - NDE Department

I. EDUCATION/TECHNICAL TRAINING

University of South Alabama - Mobile, Alabama
Southeastern Atomic Lab - Gainsville, Florida
Radiographer Training Course
General Dynamics Course of Radiography, Magnetic Particle,
Ultrasonic and Liquid Penetrant Examinations
Thompson Engineering Testing, Inc. - Mobile, Alabama
Training Course of Radiography, Magnetic Particle, and Liquid Penetrant
Examination: Forty (40) Hours Each, American Welding Society Course
Fundamentals of Welding Inspection: Forty (40) Hours
Krautkramer-Branson Level II UT Weld Inspection Course: Forty (40) Hours
OSHA 10 Hour Safety Certification

II. PROFESSIONAL REGISTRATION

American Welding Society
Certified Welding Inspector, Certification No. 11090671
Federal Aviation Administration
Repairman Certificate No. 2614642

III. WORK EXPERIENCE

1992 to Present Challenge Testing, Inc. - Mobile, Alabama

Director of Nondestructive Testing/Examination Department and
Radiation Safety Officer

Certified SNT-TC-1A Level III in:

Radiography, Liquid Penetrant, Magnetic Particle and Ultrasonic Methods.

Full Responsibilities to Include Management of NDE Operations and Functions of Corporation Level III Technician and Radiation Safety Officer. Structural Nondestructive Testing of Container Cranes for Leading Industry Groups Throughout the World. Lead Technician on U.S. Nuclear Regulatory Commission Independent Measurements Program.

III. WORK EXPERIENCE

1992 to Present (Continued)

Have utilized the following instruments during numerous projects as required:

Strain Gage Devices, Eddy Current Devices, Ultrasonic Flaw Detectors, Hydrostatic Test Assemblies, Charpy Impact Test Equipment, Small Lathe and Milling Machine, Magnetic Particle Test Equipment, Material Hardness Test Equipment, Brinell Hardness Testing Equipment, Radioactive Isotope; IR192 and CO 60, Universal Tension and Compression Test Equipment, Various Size, Depth, Thickness and Angle Indicators.

1988 to 1992 TET, Inc. - Mobile, Alabama

Senior Nondestructive Testing/Examination Technician and
Radiation Safety Officer

Responsible for Production, Quality Assurance and Level III Inspector for the U.S. Nuclear Regulatory Commission.

Have utilized the following instruments during numerous projects as required:

Strain Gage Devices, Eddy Current Devices, Ultrasonic Flaw Detectors, Hydrostatic Test Assemblies, Charpy Impact Test Equipment, Small Lathe and Milling Machine, Magnetic Particle Test Equipment, Material Hardness Test Equipment, Brinell Hardness Testing Equipment, Radioactive Isotope; IR192 and CO 60, Universal Tension and Compression Test Equipment, Various Size, Depth, Thickness and Angle Indicators.

Certified SNT-TC-1A Level III in:

Radiography, Liquid Penetrant, Magnetic Particle and Ultrasonic Methods.

1975 to 1987 Thompson Engineering Testing, Inc. - Mobile, Alabama

Responsible for Production, Quality Assurance and Level II Inspection for the U.S. Nuclear Regulatory Commission.

Certified as SNT-TC-1A Level II in:
Radiography, Liquid Penetrant, Magnetic Particle and Ultrasonic Methods.

IV. CODES AND STANDARDS

Have performed Examinations and Evaluations in accordance with the following:

ABS; ASTM; ASME Sec. I, V, VIII and IX; AWS D1.1
ASME B31.1 and B31.3; API 1104 and 650;
Military and Federal Standards; DNV

Specializing In Soils
Exploration, Physical
Testing, and NDT
Examination Services

CHALLENGE
TESTING

P.O. Box 91537
42234 Halls Mill Road
Mobile, Alabama 36691
Phone: (251) 666-1435
Fax: (251) 666-1438
www.challengetesting.com

>>>> RESUME <<<<

LEONARD S. HOBSON
Physical Laboratory Manager
Nondestructive Inspector Technician - Level II

I. EDUCATION/TECHNICAL TRAINING

Williamson High School - 1980 Graduate
Nelson Perry
Radiological Physicist
Radiation Safety Training Program
General Dynamics Course of Radiography, Magnetic Particle,
Ultrasonic and Liquid Penetrant Examination
Thompson Engineering Testing, Inc.
Training Course of Radiography, Magnetic Particle, Ultrasonic and Liquid Penetrant
Examination: Forty (40) Hours Each

II. PROFESSIONAL REGISTRATION

American Welding Society
Certified Welding Inspector, Certification No. 98030041
Federal Aviation Administration
Repairman Certificate No. 2589877

III. WORK EXPERIENCE

1988 to Present Challenge Testing, Inc., Mobile, Alabama

Certified SNT-TC-1A Level II in:
Radiography, Liquid Penetrant, Magnetic Particle and Ultrasonic Thickness

Equipment Utilized:
Universal Tension and Compression Test Equipment
Radioactive Isotope; IR192
Magnetic Particle Test Equipment
Material Hardness Test Equipment
Small Lathe and Milling Machines
Charpy Impact Test Device - Preparation of Physical Test Specimens for Laboratory Testing

III. WORK EXPERIENCE (Continued)

February 1980 - 1987 **Thompson Engineering Testing, Inc. Mobile, Alabama**
Engineering Testing Laboratories

NDT Technician Serving in Field Inspection Services

IV. QUALIFICATIONS

Certified SNT-TC-1A Level II in:
Radiography, Liquid Penetrant and Magnetic Particle

V. CODES AND STANDARDS

ABS; ASTM; ASME Sec. I, V, VIII and IX; AWS D1.1
ASME B31.1 and B31.3; API 1104 and 650;
Military and Federal Standards; DNV

SES Proposal

SOUTHERN EARTH SCIENCES
Geotechnical | Environmental | Materials Testing

MOBILE OFFICE
5460 Rangeline Road
Mobile, AL 36619

Tel: (251) 344-7711
Fax: (251) 443-9000
www.soearth.com

October 20, 2023

Volkert, Inc.
11 N. Water Street
RSA Tower
Suite 18290
Mobile, AL 36602

Attn: Sam Matheny, Program Manager

Subject: Proposal for Special Inspections and Construction Materials Testing Services - Mobile Civic Center Master Plan Improvements Parking Facility Construction

Dear Mr. Matheny:

Southern Earth Sciences, Inc. (SES) is interested in providing Special Inspections and Construction Materials Testing Services for the Mobile Civic Center Master Plan Improvements Parking Facility Construction on behalf of the City of Mobile as outlined in your Request for Proposals (RFP) dated October 4, 2023. As a local firm within the city limits, we are eager to leverage our extensive experience in ICC Special Inspections and our in-depth knowledge of parking garage construction to contribute to this transformative project. We have performed special inspection services and materials testing on thousands of projects along the Gulf Coast including the ThyssenKrupp Steel Mill in Calvert, Alabama, and more recently the Amazon Distribution Center, the South Alabama Logistics Park (SALP) Project, and multiple hangars, dual bay hangars, and facilities for the Airbus Final Assembly Line (FAL) site. We are pleased to submit our qualifications herein and are certain you will find that our experience and our industry relationships bring us to the forefront of testing firms for this project.

SOUTHERN EARTH SCIENCES, INC. (SES) COMPANY INFO & TECHNICAL QUALIFICATIONS

Southern Earth Sciences, Inc. was founded in 1976 in Mobile, Alabama. SES provides geotechnical engineering, construction materials testing, and environmental services throughout the southeast on industrial, commercial, government, and private projects. SES's corporate office is in Mobile, Alabama, with branch offices in Alabama, Mississippi, Louisiana, and Florida. SES employs approximately 150 people across twelve offices with 45 of those employees in the Mobile area.

SES SERVICES: Geotechnical and Construction Materials Laboratory

All SES locations have basic laboratory facilities, but extensive capabilities exist in Mobile, Alabama; Panama City, Florida; and New Orleans, Louisiana. These laboratories are outfitted to perform ASTM and AASHTO testing of soils, concrete, asphalt, and metals. Our laboratories hold certifications from the Corp of Engineers, American Association of State Highway Transportation Officials (AASHTO), CMEC in Florida, and LDEQ in Louisiana. Strategically located laboratories make testing of soils, concrete, asphalt, and metals quick and convenient. Branch managers supervise all lab operations in accordance with ASTM

Specifications E-329 and E-699. All equipment is calibrated annually to ensure accurate data. SES technicians are certified by appropriate accrediting agencies on a routine basis.

SES's construction resources include testing of concrete, soils, asphalt, and metals. State-of-the-art laboratory facilities and mobile field laboratories for on-site testing are staffed with OSHA-safety certified field technicians available for routine "call-out" services on small projects and full-time quality control testing on large-scale projects.

SES technicians maintain nuclear safety certifications, ACI Concrete certification, ALDOT concrete, asphalt and aggregate certifications, and International Code Council (ICC) special inspector certifications.

Field Testing and Inspection

In addition to our laboratory testing facilities, SES maintains a fully outfitted mobile field laboratory available for on-site testing. This allows certified technicians to perform both call-out services on small projects or full-time quality control testing and inspection on major projects. The on-site testing lab offers a full range of services.

International Code Council (ICC) Special Inspections

Southern Earth Sciences, Inc. boasts a team of certified professionals trained in delivering ICC Special Inspections with precision and expertise. Our team excels in delivering comprehensive inspection services tailored to the intricate demands of multi-disciplined projects, large or small. With a keen eye on regulatory intricacies, our inspection services seamlessly align with and fortify compliance with both project-specific and ICC specifications.

In the dynamic landscape where municipalities are progressively mandating ICC Inspections, Southern Earth Sciences, Inc. stands as an innovative solution provider. Our qualified team not only anticipates but adeptly navigates the evolving challenges inherent in modern projects. By choosing our services, clients gain a strategic advantage, ensuring not just compliance, but an elevated standard of excellence in meeting and exceeding inspection requirements. Southern Earth Sciences has an unwavering commitment to technical proficiency and regulatory adherence.

AASHTO Certifications

Quality Management System - accredited since 8/15/1997
R18, C1077 (Aggregate), C1077 (Concrete), D3740 (Soil), E329 (Concrete)

Soil - accredited since 6/15/2001
R58, T88, T89, T90, T99, T100, T180, T193, T208, T216, T265, T310, D421, D422, D698, D854, D1140, D1557, D1883, D2166, D2216, D2435, D4318, D5084, D6938

Aggregate - accredited since 6/15/2001

R76, T11, T19, T21, T27, T84, T85, T255, T304, C29, C40, C117, C127, C128, C136, C566, C702, C1252

Concrete - accredited since 8/15/1997
M201, R39, R60, T22, T23, T97, T119, T121, T152, T196, T231, T309, C31, C39, C78, C138, C143, C172, C173, C192, C231, C511, C617, C1064, C1231

SES INTRODUCTION OF KEY TEAM MEMBERS:
Our proposed staffing plan includes several seasoned professionals and highly competent technical staff. We believe our proposed team are some of the most experienced and technically proficient industry professionals in the area.

Rafael "RJ" Gonzales, III, P.E., will serve as the project manager. RJ is the Mobile construction department manager and oversees field and laboratory testing operations in the Mobile branch office. RJ has 21 years' experience in CEI and materials testing projects. He holds license registrations in Alabama (#31950), Mississippi (#20449), and Louisiana (#39330). R.J.'s expertise lies in roadway and paving design, construction materials testing, shallow foundation design, deep foundation design, settlement monitoring instrumentation, and vibration monitoring.

The following team members hold ICC Certifications as listed below:

Russell Nipper
Master of Special Inspection (expires 01/03/2025)
Reinforced Concrete Special Inspector (expires 01/03/2025)
Soils Special Inspector (expires 01/03/2025)
Structural Welding Special Inspector (expires 01/03/2025)
Structural Masonry Special Inspector (expires 01/03/2025)
Structural Steel and Bolting Special Inspector (expires 01/03/2025)

Dante Piccini
Soils Special Inspector (expires 01/21/2025)
Spray Applied Fireproofing Special Inspector (expires 03/26/2025)
Structural Masonry Special Inspector (expires 06/20/2026)

Shawn Minchew
Structural Steel and Bolting Special Inspector (expires 01/24/2026)
Spray Applied Fireproofing Special Inspector (expires 01/24/2026)
Reinforced Concrete Special Inspector (expires 01/24/2026)
Soils Special Inspector (expires 01/24/2026)
Structural Masonry Special Inspector (expires 01/24/2026)

Proposed Project Staff Experience

Name	Title	Role	Years Experience
R.J. Gonzales, P.E.	CMT Department Manger	Project Testing Engineer/ Project Manager	21
Kristopher Shantazio, E.I.	Staff Engineer	CMT Technician Manager	15
Justin Hatton, E.I.	Staff Engineer	Project Engineer	2
Shawn Minchew	CMT Technician	Senior Technician	23
Russell Nipper	ICC Master Inspector	Senior Technician/ Special Inspector	39
Victor Tipper	CMT Technician	CMT/ Asphalt Technician	7
Dante Piccini	CMT Technician	CMT/ Concrete Technician	2

RELEVANT PROJECT EXPERIENCE

- Mobile Downtown Airport Parking Garage Structure - Jesco
- Phoenix West II Condo & Parking Garage - Brett Real Estate / Robinson Development
- Phoenix Gulf Shores Condo & Parking Garage - Brett Real Estate / Robinson Development
- Phoenix Gulf Towers Phase I & Phase II Condos & Parking Garage - Brett Real Estate / Robinson Development
- Phoenix Orange Beach Condo & Parking - Brett Real Estate / Robinson Development
- Phoenix Orange Beach II Condo & Parking - Brett Real Estate / Robinson Development
- Phoenix East Condo & Parking - Brett Real Estate / Robinson Development
- Airbus Component Route & Aerospace Drive - City of Mobile
- Airbus FAL-USA Mobile Airport Authority – Multiple Clients
- Airbus Double Bay Final Phase/Flight Line Hangar - HOAR Program Management
- Airbus Double Bay Hangar Bays 3, 4, 5, 6, 7, 8, 9, 10, 11 & 12 - Airbus Americas, Inc.
- GulfQuest National Maritime Museum – HOAR Program Management
- Mobile County Sheriff's Garage - Mobile County Sherriff's Office
- Amazon Fulfillment Center – Johnson Development Associates
- RSA Parking Garage – Retirement Services of Alabama
- Bishop State Community College Parking Garage – Volkert/Bishop State Community College

COMMITMENT TO AVAILABILITY

SES engineers and technicians are committed to being available for this project as the schedule dictates. SES's workload, both current and anticipated future, is not such that it will interfere with our ability in any way to fulfill the services for this project.

LICENSES

Southern Earth Sciences, Inc. and all assigned personnel for this project are licensed in the State of Alabama to perform the indicated scope of services. SES's Alabama Engineering License number is ECA7 and is current through December 23, 2023.

We appreciate the opportunity to submit our qualifications for the Mobile Civic Center Master Plan Improvements Parking Facility Construction. We look forward to the opportunity of collaborating with you and contributing to the success of this project.

Very Truly Yours

SOUTHERN EARTH SCIENCES, INC.

Rafael "R.J." Gonzales, III, P.E.
CMT Department Manager

SOUTHERN EARTH SCIENCES

ATTACHMENT D

GET Fee Proposal

CITY OF MOBILE
AGREEMENT BETWEEN OWNER AND CONSULTANT
(HEREINAFTER "AGREEMENT")

This Agreement made and entered into this _____.

BETWEEN the Owner:	CITY OF MOBILE 205 Government Street P. O. Box 1827 Mobile, Alabama 36633
And the Consultant:	GEOTECHNICAL ENGINEERING TESTING, INC. Professional Engineers 904 Butler Drive Mobile, Alabama 36693 City of Mobile Business License No.: 189640 Secretary of State Registration No.: 000-033-894
For the following Project:	Mobile Civic Center Master Plan Improvements Parking Facility Special Inspections and Construction Materials Testing Services 200 South Claiborne Street Mobile, Alabama 36602
Project Number:	CC-085-22

The Owner and Consultant agree as set forth below:

1.1 CONSULTANT'S SERVICE

1.1.1 The Consultant's services consist of those described herewith and as outlined in the Consultant's Proposal for a sum not to exceed TWO HUNDRED FIFTY-EIGHT THOUSAND SEVEN HUDRED SIXTY-FIVE AND 00/100 DOLLARS ($258,765.00).

1.1.2 The Consultant's services shall be as stated in the attached Fee Proposal dated December 11, 2023, respectively.

1.1.3 The Consultant shall provide professional services as set forth in this Agreement. The Consultant represents that it is properly licensed in the jurisdiction where the project is located to provide services required by this Agreement, or shall cause such services to be performed by appropriately licensed professionals. As a licensed professional the Consultant shall affix to all appropriate documents his or her "Professional Seal".

1.1.4 If Additional Services are required due to circumstances beyond the Consultant's control, the Consultant shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Consultant's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.

2.1 OWNER/CONSULTANT REPRESENTATIVES

2.1.1 The Owner Representative, authorized to act on the Owner's behalf with respect to the Project, is Volkert, Inc., as the Program Manager for the City of Mobile. The Owner's liaison with the Consultant is the Program Manager.

2.1.2 CONSULTANT IN CHARGE

Firm Name:	Geotechnical Engineering Testing, Inc.
Address:	904 Butler Drive, Mobile, Alabama 36693
Phone Number:	(251) 666-7197
Email address:	cdoyle@geoengr.com
Name:	Curt Doyle, P.E., Principal Engineer
License No.:	PE25733

3.1 GENERAL REQUIREMENTS

3.1.1 The Consultant shall provide professional engineering services for construction materials testing and Special Inspection services as required by the project design documents and detailed in the Consultant's Fee Proposal. Deliverables shall be submitted in Electronic Digital Format files for all documents, tests, evaluations, and reports.

3.1.2 The Owner and the Consultant, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, in respect of all covenants of this Agreement. Consultant shall not assign, sublet or transfer his or its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.

3.1.3 This Agreement represents the entire and integrated agreement between the Owner and Consultant and supersedes all prior negotiations, representations or any standards as a part of the Agreement either written or oral. The Owner and Consultant may amend this Agreement only by written instrument signed by both parties.

3.1.4 INDEMNIFICATION

The Consultant shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a sub-consultant or supplier that is committed by Consultant or the Consultant's agent, Consultant under contract, or other entity for which Consultant is legally liable. Consultant shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by Consultant or its agents covered by Consultant's policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires Consultant to procure and maintain professional liability insurance that satisfies the named requirements. Consultant shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to Consultant's liability, or in proportion to the extent Consultant participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in

the foregoing shall be construed to require Consultant to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

3.1.5 STANDARD OF PERFORMANCE

Consultant shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

3.1.6 Filing fees, permit fees, and review fees, as may be required by City of Mobile departments, are hereby waived.

3.1.7 The Consultant shall maintain insurance in accordance with Section 4.1, Insurance. If the Certificate of Insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence Consultant's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement.

3.1.8 Payments will be made to the Consultant in accordance with the attached Consultant's Fee Proposal dated December 11, 2023 in the form of monthly progress payment invoices.

4.1 INSURANCE

For the term of this Agreement, Consultant shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, *which such insurance shall be endorsed to name the City of Mobile as an additional insured,* and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Workers' Compensation/Employer's Liability

Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement and/ or Maritime Coverage Endorsement shall be attached to the policy.

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

2. Employer's Liability with limits of not less than:
Bodily Injury by Accident $1,000,000 Each Accident
Bodily Injury by Disease $1,000,000 Policy Limit
Bodily Injury by Disease $1,000,000 Each Employee

3. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

B. Commercial General Liability Insurance

Consultant shall also obtain Commercial General Liability coverage (occurrence form) including coverage for products/completed operations, independent Consultants, and blanket contractual liability, specifically covering the obligations assumed by Consultant with the following minimums:

1. $1,000,000 Each Occurrence (combined single limit for bodily injury and property damage)

2. $2,000,000 Products/Completed Operations aggregate

3. $1,000,000 Personal and Advertising Injury per person/organization

4. $2,000,000 General Aggregate Limit per Project

C. Automobile Liability Insurance

Consultant shall also obtain a minimum of $1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. *(If Consultant does not own an automobile, but one is used in the execution of the contract, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)*

D. Commercial Umbrella Liability Insurance

Consultant shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability, and Professional Error and Omissions *(if required)* policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. Umbrella limits shall be at least $2,000,000 per line of coverage.

E. Professional Liability Insurance

1. Projects $0 - $1,000,000 $1,000,000/$2,000,000 annual aggregate

2. Projects over $1,000,000 to be determined by Owner

F. Certificates of Insurance

The standard ACORD format shall be provided. The policy endorsements listed in this section are required and must be listed in the "Description of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the Certificate of Insurance *(ACORD 101, Additional Remarks Schedule).*

Consultant and/or any Subconsultants shall provide City of Mobile with valid certificates of insurance (standard ACORD format) within ten (10) days from the date of issuance of contract forms for execution verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Consultant/Subconsultant's Commercial General Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. The Description section of the Certificate shall contain reference to the Project name. The Consultant shall ensure that each Subconsultant complies with the terms of this Section.

G. Additional Insureds

These liability policies shall endorse City of Mobile as an Additional Insured. Coverage for City of Mobile and their officers, directors, and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B,

or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include the Consultant, Owner et al. as an additional insured. Additionally, Consultant agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute with this insurance. A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as:

City of Mobile
P.O. Box 1827
Mobile, AL 36633

H. Insurance Requirement for Subconsultants

Consultant shall ensure that its Subconsultants of any tier shall procure and maintain insurance that complies with the requirements set forth in this Agreement, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the Subconsultants entering the site.

I. Cancellation

Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be modified, canceled, changed, allowed to lapse, or expire for any reason without at least thirty (30) days written notice to City of Mobile. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, the Consultant/Subconsultant shall supply City of Mobile with a new and replacement certificate of insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of City of Mobile and City of Mobile's parties as set forth above.

J. Waiver of Subrogation

Consultant shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of Subrogation requirement shall not apply and Consultant shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

K. Professional Errors and Omissions

If "Professional" services are rendered in this service contract, then minimum coverage limits of $1,000,000 each claim and Policy Aggregate, an Extended Discovery period to apply for at least two (2) years after Consultant's work is accepted by City of Mobile. OPTION- If the Self-Insured Retention (SIR) exceeds $10,000, then City of Mobile shall have the right to review the Consultant's most recent Audited financial statement.

"Claims-made" policies shall carry a retroactive date prior to the effective date of this project. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, or any other circumstance that triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this project, then Consultant shall purchase a SERP with a minimum reporting period of not less than two (2) years. The requirement to purchase a SERP shall not relieve the Consultant of the obligation to provide replacement coverage.

5.1 CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Consultant's Proposal as accepted by the City, and other documents listed in the Agreement, all of which form the Contract and are fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. This Instrument (Agreement);
2. Consultant Proposal, dated December 11, 2023;
3. Certificate of Insurance with Endorsements;
4. State of Alabama Business Entity Record;
5. E-Verify Enrollment Documentation

5.2 TERMINATION OF CONTRACT

The Owner or Consultant may terminate the contract upon thirty (30) days written notice. Notice from the Owner shall be mailed to the address provided by the Consultant on this form. Notice to the City shall be addressed to the Architectural Engineering Department, 205 Government Street, 5th Floor South Tower, Mobile, Alabama 36633. The City shall not be liable for payment to the Consultant for lost profit or damages as the result of its termination of the contract.

6.1 DISPUTE RESOLUTION

A. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.

B. This Agreement shall be governed by the Laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

7.1 NON-DISCRIMINATION

A. Consultant shall comply with all Federal, State, and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that

all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

B. Consultants shall abide by provisions of Mobile Ordinances No. 02-050 which prohibits discrimination in employment by Consultants and Sub-Consultants performing work for the City of Mobile.

8.1 IMMIGRATION LAWS

By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

9.1 NON-ASSIGNMENT

Neither this Agreement nor any rights under this Agreement may be assigned, by any party, without the prior written consent of the other party.

10.1 FORCE MAJEURE

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

11.1 PUBLIC CONTRACTS WITH ENTITIES IN CERTAIN BOYCOTT ACTIVITIES

By signing this contract, the Consultant further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

12.1 SEVERABILITY CLAUSE

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to affect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

13.1 NON-AGENCY CLAUSE

Consultant, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Consultant in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an independent Consultant. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Consultant shall be wholly responsible therefore.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHERE OF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with fully authority and the Consultant by such duly authorized officers or individuals as may be required by law.

This Agreement entered into as of the day and year first written above.

	Legal Name of Party to Contract:
OWNER: City of Mobile	CONSULTANT: Geotechnical Engineering Testing, Inc.
_____	_____
Signature	Signature
William S. Stimpson, Mayor	Curt Doyle, P.E., Principal Engineer
Printed Name and Title	Printed Name and Title

(Corporate Seal if applicable)

ATTEST: City of Mobile

_____

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Curt Doyle as President of Geotechnical Engineering-Testing, Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of corporation.

Sworn to and subscribed for me this 12 day of DEC., 2023.

_____

NOTARY PUBLIC

My Commission Expires:

JACQUELINE TOKUHARA
Notary Public
Alabama State at Large

My Commission Expires
August 16, 2026

ATTACHMENT A

Fee Proposal

Geotechnical Engineering-Testing, Inc.

PROFESSIONAL ENGINEERS

Geotechnical Evaluations - Geosciences - Construction Materials - Pavement Management

December 4, 2023
(Revised December 11, 2023)

City of Mobile c/o
Mr. Sam Matheny
Volkert Program Management
11 North Water Street, Suite 18290
Mobile, Alabama 36602

Sam.matheny@volkert.com

Re: Proposal to Perform Special Inspections and Construction Materials Testing for the Mobile Civic Center Master Plan Improvements Parking Facility Construction

Dear Mr. Matheny:

Geotechnical Engineering-Testing, Inc. (GET) is pleased to provide a cost estimate for providing the construction materials testing and Special Inspection services related to the construction of the Mobile Civic Center Master Plan Improvements Parking Facility. These services include the construction materials testing and the Special Inspection services related to site work, deep foundations, soils, concrete, aggregate, masonry, structural steel and welding testing as indicated in the Bid set of the project plans and specifications. In addition to performing the required testing/inspection services, GET engineers will continue to work with the project design and construction team to finalize the design criteria of the deep foundations to be utilized on the project.

GET understands that the services required by the construction materials testing/special inspection organization will be to provide quality testing and reporting services in a timely manner. Based upon the revised preliminary schedule received from Mr. Wes Tripp, Project Manager for the contractor, White-Spunner Construction, on December 2, 2023, we further anticipate that five-day work weeks are planned for the construction activities to be performed and that field/laboratory/ management personnel must be available for the duration of the project when required. GET and its staff confirm that we will be committed to meeting the schedule requirements of this project and that its personnel can be available up to seven days per week if required to meet the construction schedule.

GET's laboratory is accredited through the AASHTO Materials Reference Laboratory program in soils, aggregates, concrete, asphalt and sprayed fire resistive materials. It maintains this accreditation through bi-annual inspections, annual inspections of its quality program and certifications and proficiency sample testing programs. The laboratory is generally staffed to provide testing services 7 days per week. The laboratory is well staffed and can perform the required testing and reporting in a timely manner.

GET will subcontract and incorporate as part of our team Barter and Associates, Inc. who will provide a licensed structural engineer to perform some of the structural portion of the required Special Inspections. GET will also subcontract Challenge Testing, Inc. who will provide certified welding inspectors to perform the required non-destructive testing and welding inspections. GET has worked together as a team with these two firms successfully and efficiently on numerous projects over the years. The three firms have developed a fluid and seamless line of communication in working together.

We have made a preliminary estimate of the number of hours and tests required for the construction phase services based upon the project plans and specifications, the contractor's revised preliminary schedule and typical construction practices. It is our intent to utilize various inspection staff on the project dependent upon the level of expertise required for the various tasks. A Senior Technician will be utilized for the testing and inspection of soils, deep foundations, structural concrete, and masonry construction. Based upon the schedule provided and due to the number of differing activities anticipated on a daily basis it is anticipated that this individual will be onsite nearly every day from the beginning of test pile installation until all decks have been completed. A Level II Technician will be utilized for nonstructural concrete testing such as sidewalks, curb and gutter, and other miscellaneous testing required. This Level II Technician may also assist the Senior Technician during slab pours. GET's engineering staff will review deep foundation pile submittals, evaluate the results of load tests and select piles for verification and PIT testing. During installation of deep foundation test piles and load testing of test piles and verification piles, GET's engineers will be present.

The estimated numbers of hours and tests to be performed and equipment and supplies along with the associated unit fees have been included in the attached table. Unit fees and an estimate of the number of laboratory tests of soils, concrete, aggregate, and masonry have been included. The rates will remain in effect for the duration of the project. The costs of cylinder and grout molds and time to cure, trim, cap concrete test specimens have been included in the unit cost provided. The associated project supervision and administrative time has been established as 10 percent of the field and laboratory testing cost. This time will cover all time required to review and distribute daily field reports, field test reports and laboratory test reports as well as provide supervision and coordination of technician personnel. Estimated units and hourly rates for the technician supervisor and/or engineer personnel have been included for document/ submittal review; deep foundation installation, testing and evaluations; site visits; miscellaneous meetings or consultation. The actual number of tests and hours required for the project can significantly vary depending on the contractor's schedule, means and methods, and number of times that items may have to be reinspected. Our estimated fee (including the fees associated with the subcontracted inspections) is about TWO HUNDRED FIFTY-EIGHT THOUSAND SEVEN HUNDRED SIXTY-FIVE DOLLARS ($258,765.00). We will obtain prior approval should we believe our fees to exceed this estimated amount. We will submit invoices monthly based upon the work completed.

Special Conditions and Exclusions:

- Fabricator Inspections – Manufacturer letter of certification only
- Fabricated Items – Visual observation upon delivery to job site only. No offsite inspections have been included.
- Steel member sizes and material verification will be evaluated from approved shop drawings
- Special Inspections and testing for seismic resistance are excluded.
- No time or additional trips have been included in this estimate for reinspection. The costs associated with retesting will be maintained so that these costs may be charged to the contractor by the owner.
- No time or additional trips have been included in this estimate for standby due to contractor delays. The costs associated with standby due to contractor delays will be maintained so that these costs may be charged to the contractor by the owner.

GET looks forward to continuing to work on the project to provide continuity between the design and construction aspects of the parking facility project.

Should additional information be needed, please contact us.

Sincerely,

GEOTECHNICAL ENGINEERING-TESTING, INC.



Curt Doyle, P.E.
President, Principal Engineer

TABULATION OF ESTIMATED UNITS OF SERVICE AND FEES TO PROVIDE CONSTRUCTION MATERIALS TESTING AND SPECIAL INSPECTIONS FOR THE CITY OF MOBILE CIVIC CENTER PARKING GARAGE MOBILE, ALABAMA

DECEMBER 11, 2023

ITEM OF SERVICE	EST. UNITS		UNIT FEE		EST. TOTAL FEE
1. Technician Level IV	1680	Hours	$ 74.00	/Hr	$ 124,320.00
2. Technician Level IV (Overtime)	52	Hours	$ 100.00	/Hr	$ 5,200.00
3. Technician Level III	16	Hours	$ 66.00	/Hr	$ 1,056.00
4. Technician Level III (Overtime)		Hours	$ 90.00	/Hr	$ -
5. Technician Level II	224	Hours	$ 58.00	/Hr	$ 12,992.00
6. Technician Level II (Overtime)		Hours	$ 75.00	/Hr	$ -
7. Structural Inspector (Subcontracted)					$ 16,000.00
8. Welding Inspection (Subcontracted)					$ 15,000.00
9. Concrete Cylinders	220	Sets	$ 80.00	/Set	$ 17,600.00
10. Blockfill Tests (Trimmed and Capped) (Set of 4)	40	Sets	$ 100.00	/Set	$ 4,000.00
11. Standard Proctor Density (Soil)	2	Each	$ 125.00	/Ea	$ 250.00
12. Soil Classification Tests	2	Each	$ 100.00	/Ea	$ 200.00
13. Modified Proctor Density (Rock)	1	Each	$ 200.00	/Ea	$ 200.00
14. Aggregate Gradation (Rock)	1	Each	$ 150.00	/Ea	$ 150.00
				SubTotal:	**$ 196,968.00**
1. Supervision, Report Review & Administration	10%				$ 19,696.80
2. Technician Supervisor/Staff Engineer	160	Hours	$ 100.00	/Hr	$ 16,000.00
3. Principal Engineer, P.E.	120	Hours	$ 190.00	/Hr	$ 22,800.00
4. Nuclear Density Gauge Rental	8	Days	$ 25.00	/Day	$ 200.00
5. Mileage	310	Trips	$ 10.00	/Trip	$ 3,100.00
				ESTIMATED TOTAL:	**$ 258,764.80**

Notes

1. Technician time will be charged portal-to-portal with a minimum 2 hour trip charge.
2. Overtime will include work over 8 hours per day and/or weekends.
3. General project management, daily inspection report review, report distribution, and general administration will be charged based upon 10% of the field and laboratory testing services performed.
4. Submittal reviews, review of pile load tests, verification tests and PIT testing and trips to the site by the Technician Supervisor or GET Engineers for meetings and/or consultation will be based upon hourly rates.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1)**, you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on **Form 2** will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Geotechnical Engineering-Testing, Inc.
Address	904 Butler Drive Mobile, AL 36693
Telephone	251-666-7197
E-Mail	cdoyle@geoengr.com

RFP/RFQ Solicitation Number	
Project Description	Special Inspections and Construction Materials Testing Services for the Mobile Civic Center Parking Facility
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 28 Female 4 Minority 7 Non-minority 25 Vets 2 Total #of Employees 32

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Curt Doyle

Signature: _____ Date: 12/11/2023

Title: President

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Curt Doyle Title: President

E-mail:_ Phone: cdoyle@geoengr.com 251-666-7197

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # _____ Your Bid/Proposal Amount $ 258,764.80 Date: 12 / 11 / 2023

Description Special Inspections and Construction Materials Testing Services for the Mobile Civic Center Parking Facility

Name of Bidder/Proposer: Geotechnical engineering-Testing, Inc.

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
Barter & Associates		Structural Special Inspections	16,000.00	6.2	No	
Challenge Testing		Welding Inspections	15,000.00	5.8	No	

Form 2: Good Faith Effort Documentation

Name of Bidder: Geotechnical Engineering-Testing, Inc.

Contact Person: Curt Doyle Phone 251-666-7197 Email cdoyle@geoengr.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
	N/A	**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
X		**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
X		**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
X		**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
	X	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
	X	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities on the *City of Mobile* Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
X		**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.

X		**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
X		**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	X	**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
X		**CONTRACT RECORDS:** The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

_X_ Could not find sufficient DBEs to provide subcontracting or supplier services.

_X_ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. During negotiations with only DBE firm qualified to provide services it was determined that DBE firm did not have the insurance to meet the contract requirements

Suggestions or comments to improve this program. The City could consider reducing the insurance requirements of subconsultants

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Mobile Civic Center Parking Facility

CAPITAL PROJECT # C0806 **DATE OF RECEIPT**

DEPT. PROJECT # CC-085-22

PROJECT DESCRIPTION Mobile Civic Center Master Plan Improvements Parkng Facilty Special Inspection&Construction Materials Testing Services

CONTRACT AMOUNT $258,765.00

VENDOR NAME Geotechnical Engineering Testing, Inc.

VENDOR NUMBER 72600

DEPT # 3032 **DEPT NAME** Architechtural Engineering

CONTRACT ADMINISTRATOR Carleen Stout-Clark

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	NonContractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N X ; 5% of the 1st 50% _____ or If different, indicate special rate_____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

****General Construction requires Change Order for 10% overages.***

Prepared by: Rhonda Lewis/Carleen Stout-Clark **Date** 12/12/2023

Revised 5/16/2022 Tiffany Hollins

GEOTENG-01 EJONES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Amy Price
The Prewitt Group 2146 Highland Avenue South Birmingham, AL 35205	PHONE (A/C, No, Ext): (205) 397-5105 FAX (A/C, No): (205) 397-5155 E-MAIL ADDRESS: aprice@prewitt.group

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AXIS Surplus Insurance Company	26620
INSURER B : Middlesex Insurance Company	23434
INSURER C : The Sheffield Group	
INSURER D : Continental Casualty Company	20443
INSURER E :	
INSURER F :	

INSURED

Geotechnical Engineering Testing Inc.
Geothermal Solutions
904 Butler Dr.
Mobile, AL 36693

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	EMP1900102505	5/22/2023	5/22/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	A0068115	5/22/2023	5/22/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	EMX2000054904	5/22/2023	5/22/2024	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	41359-00	1/1/2024	12/31/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liab			MCH591949859	5/22/2023	5/22/2024	Each claim/Aggregate	2,000,000
A	Contractor Pollution			EMP1900102505	5/22/2023	5/22/2024	Each claim $1M Aggre	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage for Worker's Compensation is limited to the provisions of the Alabama Workers Compensation Law. Officers Excluded from Workers Compensation
are as follows: Lynn C. Doyle II and Clayton B. Doyle. Workers Compensation Employers Liability Carrier for The Sheffield Fund is Evanston Insurance Company NAIC#35378, Limits the same, effective 01-01-2023 to 01-01-2024, Policy# 3FF3824. See attached Dec Page.

Project #CC-085B-22, Mobile Civic Center Parking Facility Design Phase Geotechnical Services, 401 Civic Center Drive, Mobile, Alabama 36602.

City of Mobile is named Additional Insured with Waiver of Subrogation in regard to General Liability, Automobile Liability and Umbrella Liability policy when SEE ATTACHED ACORD 101

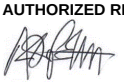
CERTIFICATE HOLDER

City of Mobile
205 Government Street
P. O. Box 1827
Mobile, AL 36633

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: GEOTENG-01 EJONES

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
The Prewitt Group	Geotechnical Engineering Testing Inc. Geothermal Solutions 904 Butler Dr. Mobile, AL 36693
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
required by written contract, per policy terms and conditions.. General Liability provided the Additional Insureds includes On-Going and Completed Operations when required by written contract, per policy terms and conditions. If required by written contract, the coverage provided the Additional Insureds will apply on a Primary and Non-Contributory basis over other valid and collectable insurance. Thirty (30) Day Notice of Cancellation provided directly by carrier, except Ten (10) Day Notice for Cancellation for Non-Payment of Premium.

Workers Comp: Waiver of Subrogation in favor of City of Mobile in regard to Workers Compensation when required by written contract.

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an Additional insured. However, this status exists only for the project specified in that contract.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

© ISO Properties, Inc., 2004

PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement changes the Policy. Please read it carefully.

SCHEDULE

Name of Person or Organization: Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to provide Primary and/or Non-contributory status of this insurance. However, this status exists only for the project specified in that contract.

In consideration of the premium charged, it is hereby agreed that this policy shall be considered primary to any similar insurance held by third parties in respect to work performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) named in the schedule may have is excess and non-contributory to this insurance.

Alabama Secretary of State

Geotechnical Engineering Testing, Inc.	
Entity ID Number	000 - 033 - 894
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	03/27/1974
Registered Agent Name	Not Provided
Registered Office Street Address	Not Provided
Registered Office Mailing Address	Not Provided
Nature of Business	---
Capital Authorized	$1,000
Capital Paid In	$1,000
Incorporators	
Incorporator Name	DOYLE, LYNN
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	DOYLE, SARAH
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	KARRH, JOHN BARNARD
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022

E-Verify

Company ID Number: 296114

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Geotechnical Engineering Testing, Inc.

Company Facility Address: 804 Butler Drive
Mobile, AL 36693

Company Alternate Address:

County or Parish: MOBILE

Employer Identification Number: 630664448

North American Industry Classification Systems Code: 541

Parent Company:

Number of Employees: 20 to 99

Number of Sites Verified for: 2

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- ALABAMA 1 site(s)

E-Verify

Company ID Number: 295114

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Geotechnical Engineering Testing, Inc.

Doyle B Clayton Name (Please Type or Print)	Title
Electronically Signed Signature	01/13/2010 Date

Department of Homeland Security – Verification Division

USCIS Verification Division Name (Please Type or Print)	Title
Electronically Signed Signature	01/13/2010 Date

E-Verify

Company ID Number: 298114

- MISSISSIPPI 1 site(s)

Information relating to the Program Administrators for your Company on policy questions or operational problems:

Name:	Hank Oakes		
Telephone Number:	(251) 666-7197 ext. 12	Fax Number:	(251) 666-7380
E-mail Address:	hoakes@geoengr.com		
Name:	Doyle B Clayton		
Telephone Number:	(251) 666-7197 ext. 20	Fax Number:	(251) 666-7380
E-mail Address:	dbdoyle@geoengr.com		
Name:	Jane Hannon		
Telephone Number:	(251) 666-7197 ext. 21	Fax Number:	(251) 666-7380
E-mail Address:	jhannon@geoengr.com		

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To provide preventative maintenance & repairs to emergency generators at various City of Mobile locations for three years

Amount of Contract:

$63,755.00 first year

Funding Source

Project # Various City of Mobile Locations - Emergency Generator Preventative Maintenance & Repairs SC-011-24	**Discretionary Funds**
Project String 10043037-42150	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
SC-011-24 Various City of Mobile Locations - Emergency Generator Preventative Maintenance & Repairs	Cover Memo	12/12/2023

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate Asset Management	Boatwright, Cassie	Approved	12/13/2023 - 5:36 PM
			12/14/2023 -

Budget	Moore, Rick	Approved	9:06 AM
Legal	Kern, Chris	Approved	12/14/2023 - 2:24 PM
Legal	Kern, Chris	Approved	12/14/2023 - 2:25 PM
Mayors Office	Montgomery, Brandi	Approved	12/14/2023 - 2:36 PM

RESOLUTION

2023

Sponsored by:

Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Service Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the service contract attached hereto and made a part hereof as though set forth in full. A copy of said service contract is on file in the office of the City Clerk.

Name of Company:	ARCCO COMPANY SERVICES INCORPORATED
Project Name:	SERVICE CONTRACT – EMERGENCY GENERATOR PREVENTATIVE MAINTENANCE AND REPAIRS @ VARIOUS CITY OF MOBILE LOCATIONS
Project Number:	SC-011-24
Amount:	$140,821.00 TOTAL CONTRACT AMOUNT $ 63,755.00 YEAR ONE $ 38,533.00 YEAR TWO $ 38,533.00 YEAR THREE

Adopted:

_____

City Clerk

STANDARD SERVICE CONTRACT AGREEMENT BETWEEN CITY OF MOBILE AND SERVICE CONTRACTOR

This **AGREEMENT** made and entered into this _____ day of _____ in the year 20_____, by and between **THE CITY OF MOBILE**, by its Mayor, duly authorized party of the first part, hereinafter called the "City",

And the **SERVICE CONTRACTOR**: ARCCO Company Services Incorporated
9424 North Interstate Drive
Baton Rouge, Louisiana 70809

City of Mobile License Number: 127141
City of Mobile Vendor Number: 298851
Alabama Secretary of State Entity Number: 000-403-952

for the following PROJECT:

PROJECT NAME: Service Contract - Emergency Generator Preventative Maintenance and Repairs

PROJECT LOCATION: Various City of Mobile Locations

PROJECT NUMBER: SC-011-24

County of Mobile
City of Mobile, Alabama

WITNESSETH, that this Service Contractor and City, for the considerations stated herein, agree as follows:

ARTICLE 1. Statement of Work to be Performed:

1.1 The Service Contractor shall furnish all labor, material, tools, equipment and supplies and perform all work required to provide emergency generator preventative maintenance and repair services at various City of Mobile facilities, in strict accordance with the Contract Documents as listed in Article 6, all of which are made part hereof, as prepared by or under the direction of the Director of Real Estate & Asset Management.

ARTICLE 2. Term of Contract:

2.1 The work shall be commenced on the date of a written Notice to Proceed issued by the Owner. The Term of the Contract is for a period of one (1) year commencing on the date of the notice to the Service Contractor to proceed with the option to renew for two (2) additional one-year terms, by notifying the Service Contractor not less than thirty (30) days prior to the expiration date of the preceding term. The

City of Mobile shall have the right to extend the Contract at the end of the third year (2nd Additional Term) at the rates listed in Year 3, Schedule of Values, for a period not to exceed sixty (60) calendar days.

ARTICLE 3. Contract Sum:

3.1 The City shall pay the Service Contractor for the Initial Term of the Contract and each of the two (2) additional terms, subject to additions and deductions provided herein, in current funds, the sum as follows:

Year 1 - Initial Term:	March 2024	$ 53,887.00
	October 2024	$ 9,868.00
	Total Year 1:	$ 63,755.00
Year 2 - 1st Additional Term:	March 2025	$ 28,665.00
	October 2025	$ 9,868.00
	Total Year 2:	$ 38,533.00
Year 3 - 2nd Additional Term:	March 2026	$ 28,665.00
	October 2026	$ 9,868.00
	Total Year 3:	$ 38,533.00

Total Bid Amount (Year 1 + Year 2 + Year 3):

One Hundred Forty Thousand, Eight Hundred, Twenty-One & 00/100 Dollars (Amount in Words) ($140,821.00) (Amount in Numbers)

3.2 SCHEDULE OF VALUES:

	Location	Year 1		Year 2		Year 3		Total
		March	October	March	October	March	October	
1	Lloyd J. Freeman Fire Station – FS#1	$ 860.00	$ 187.00	$ 475.00	$ 187.00	$ 475.00	$ 187.00	$ 2,371.00
2	Central Fire Station – FS#3	$ 1,300.00	$ 224.00	$ 625.00	$ 224.00	$ 625.00	$ 224.00	$ 3,222.00
3	H.H. Edwards, Jr. Fire Station – FS#6	$ 890.00	$ 187.00	$ 425.00	$ 187.00	$ 425.00	$ 187.00	$ 2,301.00
4	Frank J. Seelhorst Fire Station – FS#7	$ 860.00	$ 187.00	$ 475.00	$ 187.00	$ 475.00	$ 187.00	$ 2,371.00
5	Husband Fire Station – FS#9	$ 890.00	$ 187.00	$ 425.00	$ 187.00	$ 425.00	$ 187.00	$ 2,301.00
6	John D. Willett Fire Station – FS#11	$ 975.00	$ 187.00	$ 430.00	$ 187.00	$ 430.00	$ 187.00	$ 2,396.00
7	Crichton Fire Station	$ 1,350.00	$ 224.00	$ 825.00	$ 224.00	$ 825.00	$ 224.00	$ 3,672.00
8	Toulminville Fire Station – FS#14	$ 727.00	$ 187.00	$ 375.00	$ 187.00	$ 375.00	$ 187.00	$ 2,038.00
9	Louis B. Lathan Fire Station - #16	$ 0.00	$ 224.00	$ 650.00	$ 224.00	$ 650.00	$ 224.00	$ 1,972.00

10	Douglas A. Melton Fire Station – FS#17	$ 890.00	$ 187.00	$ 425.00	$ 187.00	$ 425.00	$ 187.00	$ 2,301.00
11	Springhill Fire Station – FS#18	$ 1,450.00	$ 187.00	$ 750.00	$187.00	$ 750.00	$ 187.00	$ 3,511.00
12	Charles McCosker Fire Station – FS#19	$ 890.00	$ 187.00	$ 425.00	$ 187.00	$ 425.00	$ 187.00	$ 2,301.00
13	L.L. Petry Fire Station – FS#20	$ 760.00	$ 187.00	$ 375.00	$ 187.00	$ 375.00	$ 187.00	$ 2,071.00
14	Henry J. Reid Fire Station – FS#21	$ 760.00	$ 187.00	$ 375.00	$ 187.00	$ 375.00	$ 187.00	$ 2,071.00
15	M.S. Tapia Fire Station – FS#22	$ 860.00	$ 187.00	$ 395.00	$ 187.00	$ 395.00	$ 187.00	$ 2,211.00
16	C. Dan Simon Fire Station – FS#23	$ 890.00	$ 187.00	$ 425.00	$ 187.00	$ 425.00	$ 187.00	$ 2,301.00
17	Public Safety Complex – FS#26 & Precinct 4	$ 1,650.00	$ 262.00	$ 825.00	$ 262.00	$ 825.00	$ 262.00	$ 4,086.00
18	Edward A. Berger Fire Station – FS#28	$ 1,350.00	$ 187.00	$ 745.00	$ 187.00	$ 745.00	$ 187.00	$ 3,401.00
19	Police Precinct 2	$ 975.00	$ 224.00	$ 525.00	$ 224.00	$ 525.00	$ 224.00	$ 2,697.00
20	Police Precinct 3	$ 1,250.00	$ 224.00	$ 650.00	$ 224.00	$ 650.00	$ 224.00	$ 3,222.00
21	Police Headquarters	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
22	Police Academy	$ 1,225.00	$ 187.00	$ 475.00	$ 187.00	$ 475.00	$ 187.00	$ 2,736.00
23	Police Traffic Division	$ 1,000.00	$ 187.00	$ 495.00	$ 187.00	$ 495.00	$ 187.00	$ 2,551.00
24	Police Trailer	$ 1,050.00	$ 224.00	$ 495.00	$ 224.00	$ 495.00	$ 224.00	$ 2,712.00
25	Garage	$ 1,475.00	$ 224.00	$ 745.00	$ 224.00	$ 745.00	$ 224.00	$ 3,637.00
26	Garage/Fuel Area	$ 1,200.00	$ 224.00	$ 475.00	$ 224.00	$ 475.00	$ 224.00	$ 2,822.00
27	Facilities Maintenance Carpenter's Shop	$ 865.00	$ 187.00	$ 475.00	$ 187.00	$ 475.00	$ 187.00	$ 2,376.00
28	Facilities Maintenance Carpenter's Shop	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
29	Facilities Maintenance Carpenter's Shop (Trailer-mounted)	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
30	Electrical Dept	$ 1,190.00	$ 224.00	$ 595.00	$ 224.00	$ 595.00	$ 224.00	$ 3,052.00
31	Truck-mounted	$ 960.00	$ 224.00	$ 475.00	$ 224.00	$ 475.00	$ 224.00	$ 2,582.00
32	Trailer-mounted	$ 925.00	$ 187.00	$ 495.00	$ 187.00	$ 495.00	$ 187.00	$ 2,476.00
33	Traffic Engineering	$ 925.00	$ 187.00	$ 430.00	$ 187.00	$ 430.00	$ 187.00	$ 2,346.00
34	MIT	$ 1,500.00	$ 224.00	$ 895.00	$ 224.00	$ 895.00	$ 224.00	$ 3,962.00
35	Telecommunications – Unit 1	$ 865.00	$ 224.00	$ 375.00	$ 224.00	$ 375.00	$ 224.00	$ 2,287.00
36	Telecommunications – Unit 2	$ 2,125.00	$ 224.00	$ 1,275.00	$ 224.00	$ 1,275.00	$ 224.00	$ 5,347.00

37	History Museum	$ 1,700.00	$ 262.00	$ 975.00	$ 262.00	$ 975.00	$ 262.00	$ 4,436.00
38	MMOA	$ 1,350.00	$ 224.00	$ 725.00	$ 224.00	$ 725.00	$ 224.00	$ 3,472.00
39	Exploreum Science Center	$ 1,600.00	$ 262.00	$ 795.00	$ 262.00	$ 795.00	$ 262.00	$ 3,976.00
40	GulfQuest Maritime Museum – Unit 1	$1,600.00	$ 262.00	$ 795.00	$ 262.00	$ 795.00	$ 262.00	$ 3,976.00
41	GulfQuest Maritime Museum – Unit 2	$ 1,600.00	$ 262.00	$ 795.00	$ 262.00	$ 795.00	$ 262.00	$ 3,976.00
42	GulfQuest Maritime Museum – Unit 3	$ 2,195.00	$ 262.00	$ 1,600.00	$ 262.00	$ 1,600.00	$ 262.00	$ 6,181.00
43	Cruise Terminal	$ 1,275.00	$ 224.00	$ 775.00	$ 224.00	$ 775.00	$ 224.00	$ 3,497.00
44	Convention Center	$ 960.00	$ 187.00	$ 445.00	$ 187.00	$ 445.00	$ 187.00	$ 2,411.00
45	Civic Center	$ 950.00	$ 224.00	$ 395.00	$ 224.00	$ 395.00	$ 224.00	$ 2,412.00
46	Library – Ben May	$ 925.00	$ 224.00	$ 425.00	$ 224.00	$ 425.00	$ 224.00	$ 2,447.00
47	Library – West Regional	$ 1,700.00	$ 262.00	$ 1,000.00	$ 262.00	$ 1,000.00	$ 262.00	$ 4,486.00
48	WAC	$ 1,675.00	$ 262.00	$ 875.00	$ 262.00	$ 875.00	$ 262.00	$ 4,211.00
49	Hurtel Armory	$ 1,475.00	$ 224.00	$ 745.00	$ 224.00	$ 745.00	$ 224.00	$ 3,637.00
	TOTALS:	**$ 53,887.00**	**$ 9,868.00**	**$ 28,665.00**	**$ 9,868.00**	**$ 28,665.00**	**$ 9,868.00**	**$ 140,821.00**

3.3 UNIT PRICES: – for Additional Services as specified in the Scope of Work:

Hourly Rates: For work performed outside the basic scope of services and not included in the Total Bid:

1. Regular Time (8:00 AM to 5:00 PM, Monday through Friday):
   Year 1: $ 119.00 per hour;
   Year 2: $ 125.00 per hour;
   Year 3: $ 129.00 per hour.

2. Overtime (5:00 PM to 8:00 AM, Monday through Friday, and Weekends):
   Year 1: $ 179.00 per hour;
   Year 2: $ 199.00 per hour;
   Year 3: $ 199.00 per hour;

3. Overtime Holidays (Bidder's Holidays):
   Year 1: $ 179.00 per hour;
   Year 2: $ 199.00 per hour;
   Year 3: $ 199.00 per hour;

Additional Material: Shall be billed at Service Contractor's direct cost plus fifteen (15%) percent.

The City of Mobile reserves the rights to add, remove and modify units and/or services, as needed, during the term of this Agreement.

ARTICLE 4. Payments:

4.1 The City shall pay the Service Contractor on account of the Contract as follows:

A. Payments shall be made on a monthly basis, for completed work as specified.

B. Original invoices shall be delivered to the Building Services Project Manager for review and approval.

C. Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

ARTICLE 5. Termination of the Contract:

5.1 The Owner or Service Contractor may terminate the Contract upon thirty (30) days written notice. The Owner shall pay the Service Contractor for work executed, and for proven loss with respect to materials, equipment, tools and reasonable overhead.

5.2 The Owner shall not make payment to the Service Contractor for profit and damages, as the result of terminating the Contract.

ARTICLE 6. Contract Documents:

6.1 The contract documents consist of this Agreement, General Conditions of the Contract, and the Specifications (all of which are bound in the Project Manual), Addenda issued prior to the execution of the Contract, The Service Contractor's Proposal as accepted by the City, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. This Agreement;
2. Modified Bid Form;
3. Scope of Work;
4. Exhibit A - Locations and Addresses;
5. DBE Waiver Form;
6. Alabama Secretary of State Entity Documentation;
7. E-Verify Documentation;
8. Certificate of Insurance with Endorsements;
9. General Conditions;
10. Addendum No. One, dated November 8, 2023; Addendum No. Two, dated November 13, 2023; Addendum No. Three, dated November 14, 2023; and Addendum No. Four, dated November 15, 2023.

ARTICLE 7. Insurance:

7.1 Required coverage:

7.1.1 On or before the inception of this Agreement, and annually thereafter for the duration of this Agreement (or longer if stated otherwise), Contractor and/or any subcontractors shall maintain the following insurance policies on a primary and non-contributing basis.

Workers' Compensation/Employer's Liability:

Regardless of any "minimum requirements" of the State of Alabama, Contractor shall obtain Workers' Compensation insurance covering all workers involved in the Project. Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy. Contractor shall also obtain Employer's Liability insurance with minimum limits of $1,000,000 each accident, $1,000,000 disease limits, and $1,000,000 each employee.

Commercial General Liability:

Contractor shall also obtain Commercial General Liability coverage with the following minimums:

- $1,000,000 each occurrence (combined single limit for bodily injury and property damage)
- $2,000,000 Products/Completed Operations aggregate
- $1,000,000 Personal and Advertising Injury per person/organization
- $2,000,000 general aggregate per project

Automobile Liability:

Contractor shall also obtain a minimum of $1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. *(If Contractor does not own an automobile, but one is used in the execution of the contract, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)*

Commercial Umbrella Liability:

Contractor shall also obtain Umbrella Liability of at least $2,000,00 per line of coverage over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability, and Professional Error and Omissions *(if required)* policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies

shall also be met by the Umbrella.

Certificates of Insurance:

Contractor and/or any Subcontractor shall provide City of Mobile with valid certificates of insurance within ten (10) days from the date of issuance of contract forms for execution verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Contractor/Subcontractor's Commercial General Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. All deductibles or Self-Insured Retentions for each policy shall not exceed $10,000 unless otherwise indicated by City of Mobile. The Description section of the Certificate shall contain reference to the Project name. The Contractor shall ensure that each Subcontractor complies with the terms of this Section.

Additional Insureds:

These liability policies shall endorse City of Mobile as an **Additional Insured**. Coverage for City of Mobile and their officers, directors and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B, or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include the contractor, owner et al. as an additional insured. Additionally, Contractor agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute with this insurance. A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as: City of Mobile, P.O. Box 1827, Mobile, Alabama 36633-1827.

Pollution Legal Liability:

Contractor agrees to maintain Pollution Legal Liability limits of note less than $1,000,000 Each Occurrence, $2,000,000 Annual Aggregate. Contractor agrees the policy shall include a minimum three-year discovery (tail) reporting period, and a Retroactive Date that equals or precedes the effective date of the Contract, or the performance of Work hereunder. This coverage may be provided on a Per-Project Basis.

Professional Errors and Omissions:

If "Professional" services are rendered in this service contract, then minimum coverage limits of $1,000,000 each claim and Policy Aggregate, an Extended Discovery period to apply for at least two (2) years after Contractor's work is accepted by City of Mobile and a deductible not to exceed $10,000, for which Contractor will remain solely responsible for, shall apply. OPTION- If the Self-Insured Retention (SIR) exceeds $10,000, then City of Mobile shall have the right to review the Contractor's most recent Audited financial statement.

"Claims-made" policies shall carry a retroactive date prior to the effective date of this project. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, or any other circumstance that triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this project, then Contractor shall purchase a SERP with a minimum reporting period of not less than two (2) years. The requirement to purchase a SERP shall not relieve the Contractor of the obligation to provide replacement coverage.

Insurance Requirements for Sub-subcontractors:

Contractor shall ensure that its subcontractors of any tier shall procure and maintain insurance that complies with the requirements set forth in this Attachment A, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the sub-subcontractors entering the site.

Cancellation:

Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be modified, canceled, changed, allowed to lapse, or expire for any reason without at least thirty (30) days written notice to City of Mobile. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, the Contractor/Subcontractor shall supply City of Mobile with a new and replacement certificate of insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of City of Mobile and City of Mobile's parties as set forth above.

Waiver of Subrogation:

Contractor shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of Subrogation requirement shall not apply and Contractor shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

7.1.2 Certificate of Liability Insurance Endorsement Page

The following language shall be required on the Certificate of Insurance:

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

ARTICLE 8. Miscellaneous Provisions

8.1 Breach of Contract: In the event of any breach or apparent breach by Service Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Service Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

8.2 Indemnification: Service Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Service Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Service Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Service Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

8.3 Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

8.4 Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

8.5 Licenses, permits, etc.: Service Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

8.6 No Agency Relationship Created: Service Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Service Contractor provided for herein are performed, but on the contrary, Service Contractor shall be wholly responsible therefore.

8.7 Anti-discrimination: Service Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen (15%) percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

8.8 Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

8.9 State of Alabama Immigration Law: By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

8.10 Public contracts with entities engaging in certain boycott activities: By signing this contract, the Service Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

ARTICLE 9. Signature:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Service Contractor by such duly authorized officers or individuals as may be required by law.

OWNER:
City of Mobile

_____
Signature

William. S. Stimpson
Mayor, City of Mobile

SERVICE CONTRACTOR:
ARCCO Company Services Incorporated

_____
Signature

Thomas Sanders, President
Printed Name and Corporate Title

(Corporate Seal if applicable)

ATTEST:

_____
City Clerk

STATE OF Louisiana
COUNTY OF East Baton Rouge

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Thomas Sanders as President of ARCCO Company Services Inc and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of _____.
Sworn to and subscribed for me this 8th day of December, 2023.

_____
NOTARY PUBLIC
My Commission Expires: At death

STACY M. DERBES
ID #39623

END OF SECTION

MODIFIED BID FORM

The following Bid Format shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: City of Mobile, 205 Government St., P.O. Box 1827, Mobile, AL, 36633-1827

REF: PROJECT NAME: EMERGENCY GENERATORS PREVENTATIVE MAINTENANCE AND REPAIRS

PROJECT LOCATION: VARIOUS CITY OF MOBILE FACILITIES

PROJECT NO.: SC-011-24

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Building Services Department and dated November 1, 2023; and all Addenda (before submitting any bid it is the Bidder's responsibility to check with the Building Services Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder,

COMPANY NAME: Arcco Company Services, Inc.

ADDRESS: 9424 N Interstate Dr Baton Rouge, LA 70809

PHONE: (225)275-2722 **EMAIL:** TSANDERS@Arcco.com

CITY OF MOBILE BUSINESS LICENSE NUMBER: 127141

CITY OF MOBILE VENDOR NUMBER: Applied for See Attached

SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER: 403-952
Note: The Secretary of State of Alabama Account Number shall be filled in only by non-resident bidders)

(Check one) [✓] **(A Corporation)**
[ ] **(A Partnership)**
[ ] **(An Individual Doing Business)**

hereby proposes to furnish all labor, materials, tools, insurance, equipment, and supplies, and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, Scope of Work, and all applicable laws and regulations for the sum listed below.

The Work shall commence on the date of written Notice to Proceed, issued by the City. The term of the Contract shall extend for One (1) year from the date of the Notice to Proceed with the option to renew for Two (2) additional one-year terms, by notifying the Building Services Project Manager not less than Thirty (30) days prior to the expiration date of the preceding term. The City of Mobile shall have the right to extend the Contract at the end of the third year (2nd Additional Term) at the rates listed in Year 3, Schedule of Values, for a period not to exceed Sixty (60) calendar days.

BASE BID – As specified in Scope of Work

Bids shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents.

Year 1 – Initial Term:	March 2024	$ 53,887.00
	October 2024	$ 9,868.00
	Total Year 1:	$ 63,755.00
Year 2 - 1st Additional Term:	March 2025	$ 28,665.00
	October 2025	$ 9,868.00
	Total Year 2:	$ 38,533.00
Year 3 - 2nd Additional Term:	March 2026	$ 28,665.00
	October 2026	$ 9,868.00
	Total Year 3:	$ 38,533.00

Total Bid Amount (Year 1 + Year 2 + Year3):

One hundred forty Thousand Eight hundred and twenty one & 00/100 Dollars ($ 140,821.00)

(Amount in Words) (Amount in Numbers)

SCHEDULE OF VALUES

	Location	Year 1		Year 2		Year 3		Total
		March	October	March	October	March	October	
1	Lloyd J. Freeman Fire Station – FS#1	$ 860.00	$ 187.00	$ 475.00	$ 187.00	$ 475.00	$ 187.00	$ 2371.00
2	Central Fire Station – FS#3	$ 1300.00	$ 224.00	$ 625.00	$ 224.00	$ 625.00	$ 224.00	$ 3222.00
3	H.H. Edwards, Jr. Fire Station – FS#6	$ 890.00	$ 187.00	$ 425.00	$ 187.00	$ 425.00	$ 187.00	$ 2301.00
4	Frank J. Seelhorst Fire Station – FS#7	$ 860.00	$ 187.00	$ 475.00	$ 187.00	$ 475.00	$ 187.00	$ 2371.00
5	Husband Fire Station – FS#9	$ 890.00	$ 187.00	$ 425.00	$ 187.00	$ 425.00	$ 187.00	$ 2301.00
6	John D. Willett Fire Station – FS#11	$ 975.00	$ 187.00	$ 430.00	$ 187.00	$ 430.00	$ 187.00	$ 2396.00
7	Crichton Fire Station	$ 1350.00	$ 224.00	$ 825.00	$ 224.00	$ 825.00	$ 224.00	$ 3672.00
8	Toulminville Fire Station – FS#14	$ 727.00	$ 187.00	$ 375.00	$ 187.00	$ 375.00	$ 187.00	$ 2038.00
9	Louis B. Lathan Fire Station - #16	$0	$ 224.00	$ 650.00	$ 224.00	$ 650.00	$ 224.00	$ 1972.00
10	Douglas A. Melton Fire Station – FS#17	$ 890.00	$ 187.00	$ 425.00	$ 187.00	$ 425.00	$ 187.00	$ 2301.00
11	Springhill Fire	$ 1450.00	$ 187.00	$ 750.00	$ 187.00	$ 750.00	$ 187.00	$ 3511.00

	Station – FS#18							
12	Charles McCosker Fire Station – FS#19	$ 890.00	$ 187.00	$ 425.00	$ 187.00	$ 425.00	$ 187.00	$ 2301.00
13	L.L. Petry Fire Station – FS#20	$ 760.00	$ 187.00	$ 375.00	$ 187.00	$ 375.00	$ 187.00	$ 2071.00
14	Henry J. Reid Fire Station – FS#21	$ 760.00	$ 187.00	$ 375.00	$ 187.00	$ 375.00	$ 187.00	$ 2071.00
15	M.S. Tapia Fire Station – FS#22	$ 860.00	$ 187.00	$ 395.00	$ 187.00	$ 395.00	$ 187.00	$ 2211.00
16	C. Dan Simon Fire Station – FS#23	$ 890.00	$ 187.00	$ 425.00	$ 187.00	$ 425.00	$ 187.00	$ 2301.00
17	Public Safety Complex – FS#26 & Precinct 4	$ 1650.00	$ 262.00	$ 825.00	$ 262.00	$ 825.00	$ 262.00	$ 4086.00
18	Edward A. Berger Fire Station – FS#28	$ 1350.00	$ 187.00	$ 745.00	$ 187.00	$ 745.00	$ 187.00	$ 3401.00
19	Police Precinct 2	$ 975.00	$ 224.00	$ 525.00	$ 224.00	$ 525.00	$ 224.00	$ 2697.00
20	Police Precinct 3	$ 1250.00	$ 224.00	$ 650.00	$ 224.00	$ 650.00	$ 224.00	$ 3222.00
21	Police Headquarters	$0	$0	$0	$0	$0	$0	$0
22	Police Academy	$ 1225.00	$ 187.00	$ 475.00	$ 187.00	$ 475.00	$ 187.00	$ 2736.00
23	Police Traffic Division	$ 1000.00	$ 187.00	$ 495.00	$ 187.00	$ 495.00	$ 187.00	$ 2551.00
24	Police Trailer	$ 1050.0	$ 224.00	$ 495.00	$ 224.00	$ 495.00	$ 224.00	$ 2712.00
25	Garage	$ 1475.00	$ 224.00	$ 745.00	$ 224.00	$ 745.00	$ 224.00	$ 3637.00
26	Garage/Fuel Area	$ 1200.00	$ 224.00	$ 475.00	$ 224.00	$ 475.00	$ 224.00	$ 2822.00
27	Facilities Maintenance Carpenter's Shop	$ 865.00	$ 187.00	$ 475.00	$ 187.00	$ 475.00	$ 187.00	$ 2376.00
28	Facilities Maintenance Carpenter's Shop	$0	$0	$0	$0	$0	$0	$0
29	Facilities Maintenance Carpenter's Shop (Trailer-mounted)	$0	$0	$0	$0	$0	$0	$0
30	Electrical Dept	$ 1190.00	$ 224.00	$ 595.00	$ 224.00	$ 595.00	$ 224.00	$ 3052.00
31	Truck-mounted	$ 960.00	$ 224.00	$ 475.00	$ 224.00	$ 475.00	$ 224.00	$ 2582.00
32	Trailer-mounted	$ 925.00	$ 187.00	$ 495.00	$ 187.00	$ 495.00	$ 187.00	$ 2476.00
33	Traffic Engineering	$ 925.00	$ 187.00	$ 430.00	$ 187.00	$ 430.00	$ 187.00	$ 2346.00
34	MIT	$ 1500.00	$ 224.00	$ 895.00	$ 224.00	$ 895.00	$ 224.00	$ 3962.00
35	Telecommunications-Unit 1	$ 865.00	$ 224.00	$ 375.00	$ 224.00	$ 375.00	$ 224.00	$ 2287.00
36	Telecommunications-Unit 2	$ 2125.00	$ 224.00	$ 1275.00	$ 224.00	$ 1275.00	$ 224.00	$ 5347.00
37	History Museum	$ 1700.00	$ 262.00	$ 975.00	$ 262.00	$ 975.00	$ 262.00	$ 4436.00
38	MMOA	$ 1350.00	$ 224.00	$ 725.00	$ 224.00	$ 725.00	$ 224.00	$ 3472.00
39	Exploreum Science Center	$ 1600.00	$ 262.00	$ 795.00	$ 262.00	$ 795.00	$ 262.00	$ 3976.00

40	GulfQuest Maritime Museum- Unit 1	$ 1600.00	$262.00	$795.00	$262.00	$795.00	$262.00	$ 3976.00
41	GulfQuest Maritime Museum- Unit 2	$ 1600.00	$262.00	$795.00	$262.00	$795.00	$262.00	$ 3976.00
42	GulfQuest Maritime Museum- Unit 3	$ 2195.00	$262.00	$1600.00	$262.00	$1600.00	$262.00	$ 6181.00
43	Cruise Terminal	$ 1275.00	$224.00	$775.00	$224.00	$775.00	$224.00	$ 3497.00
44	Convention Center	$ 960.00	$187.00	$445.00	$187.00	$445.00	$187.00	$ 2411.00
45	Civic Center	$ 950.00	$224.00	$395.00	$224.00	$395.00	$224.00	$ 2412.00
46	Library - Ben May Main	$ 925.00	$224.00	$425.00	$224.00	$425.00	$224.00	$ 2447.00
47	Library - West Regional	$ 1700.00	$262.00	$1000.00	$262.00	$1000.00	$262.00	$ 4486.00
48	WAC	1675.00	262.00	875.00	262.00	875.00	262.00	4211.00
49	Hurtel Armory	1475.00	224.00	745.00	224.00	745.00	224.00	3637.00
	Totals:	$ 53887.00	$9868.00	$28665.00	$9868.00	$28665.00	$9868.00	$ 140821.00

The City of Mobile reserves the rights to add, remove, and modify units and/or services, as needed, during the term of this Agreement.

Hourly Rates: For work performed outside the basic scope of services and not included in the total Bid:

A. Regular Time (8am to 5pm, Monday through Friday):
Year 1: $ 119 .00 per hour, Year 2: $ 125 .00 per hour, and Year 3: $ 129 .00 per hour

B. Overtime (5pm to 8am, Monday through Friday, and Weekends):
Year 1: $ 179 .00 per hour, Year 2: $ 199 .00 per hour, and Year 3: $ 199 .00 per hour

C. Overtime Holidays (Bidder's Holidays):
Year 1: $ 179 .00 per hour, Year 2: $ 199 .00 per hour, and Year 3: $ 199 .00 per hour

Parts/Material: Service Contractor's direct cost plus Fifteen (15%) percent.

1. BID INCLUDES:
Addendum Number 1, Dated 11/8/2023
Addendum Number 2, Dated 11/13/2023
Addendum Number 3, Dated 11/14/2023
Addendum Number 4, Dated 11/15/2023

2. BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, payable to the City of Mobile, in the amount of 5 % of the bid amount, but in no event more than $10,000 as is the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract and to furnish Surety Bonds (if required). Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

3. NON-DISCRIMINATION: The undersigned Bidder certifies that he/she will comply with Federal, State and local laws concerning discrimination, including Chapter 14, Code of the City of Mobile, adopted December 10, 1991 and as amended December 18, 2018.

4. DOCUMENTS TO BE SUBMITTED AT TIME OF BID:

- Bid Form
- DBE Waiver

- Bid Bond or Cashier's Check
- Secretary of State Authorization (Out of State Bidders Only)
- Any additional information, as required by Project Manual

5. SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any. Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out. Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification.

COMPANY NAME: ARCCO Company Services, Inc.
(Typed)

BY: _____
(Signature of Company Officer)

COMPANY OFFICER: Thomas Sanders
(Typed)

TITLE President
(Typed)

DATE November 20th, 20 23

Sworn to and subscribed before me this 20th **day of 20**23

_____
Notary Public

STACY M. DERBES
NOTARY PUBLIC
ID #39623

END OF SECTION

SCOPE OF WORK
EMERGENCY GENERATORS PREVENTATIVE MAINTENANCE & REPAIRS
November 1, 2023

Scope of Services:
Work to be performed by Service Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, equipment and supplies, and all associated travel time and expenses required for the preventative maintenance and repairs of emergency generators at various City of Mobile Facilities, as specified below and in accordance with the terms of this Contract.

1. Coordinate work schedule with Owner's representative.
2. Preventative Maintenance and required Service shall be performed in March and October of each year.
3. All inspections and repairs shall be performed per NFPA 110 – Standard for Emergency & Standby Power Systems. Any discrepancies shall be documented and a report along with a quote to repair such discrepancies shall be immediately presented to the Service Contract Administrator. The Owner reserves the right to solicit bids for repairs from multiple vendors and award a contract to lowest bidder.
4. The emergency generators to be maintained and inspected are listed in Exhibit A – Locations and Addresses.

Basic Services:
Work included in the Base Bid shall include, but not be limited to, the following:

1. Lube Oil and Filters:
   Change lube oil; Replace primary lube filter(s); Replace bypass lube filter(s); Replace fuel filter(s); Replace water filter(s); Replace air filter(s). The cost of replacement filters shall be included in the base bid.
   Perform service **Annually** during the scheduled October preventative maintenance and service.

2. Hoses and Belts:
   Service provider shall be required during the first scheduled inspection of the executed contract to replace all belts and hoses per generator and provide the City of Mobile Building Services Project Manager proof of said service a total of **One (1) Time** during the term of the contract. The cost of required replacement hoses and belts shall be included in the base bid.

   The Service Provider shall check integrity all hoses and belts for wear and tear, deterioration, breakage, etc. that may affect proper performance of generator during all subsequent preventative maintenance inspections during the contract term. Notification shall be given to the Building Services Project Manager of any needed replacements prior to the start of such activity and shall receive a written Notice to Proceed from the Project Manager to authorize the work to be performed. The cost of replacement hoses and belts shall be in accordance with the "Additional Materials" provision specified in the Project Documents.
   Perform service **Annually** during the scheduled March preventative maintenance and service.

3. 2-Hour Load Test:
   Perform 2-Hour Load Test to ensure proper sustained function.
   Perform service **Annually** during the scheduled March preventative maintenance and service.

4. Battery Testing:
   Check battery and charging systems; Clean all battery terminals; Verify integrity of cables and connectors; Load test battery; Measure specific gravity of each battery cell; Verify proper operation and float voltage of external battery charger; Verify and record output of engine alternator. Replace battery/terminal cables and batteries, as needed. The cost of replacement cables and batteries shall be included in the base bid.
   Perform service **Bi-Annually.**

5. Perform Generator Engine Run Test:
   Verify and record oil pressure; Verify and record water temperatures; Test all safety shutdown circuits and alarms; Inspect air intake system including air filter condition, crankcase breather and Turbocharger, if required; Inspect muffler system and drain condensation and verify rain cap operation; Inspect engine starting system including cables and connectors; Inspect exhaust flex couplings and piping for leaks and proper connections; Check for abnormal vibration or noise; Inspect spark plugs, plug wires and distributor.
   Perform service **Bi-Annually.**

6. Check Fuel System:
   Inspect all wiring, fuel lines and hoses for leaks and general condition, replace as needed. The cost of replacement shall be included in the base quote. Diesel tanks will need to be inspected per NFPA 110, including but not limited to Inspect tank float switch, Inspect fuel control solenoid, Inspect and Drain fuel filter water trap, Record any water within the fuel tank, Clean vents, test piping/connections.
   Perform service **Bi-Annually**.

7. Check Coolant System:
   Inspect all clamps and hoses and identify any visual leaks; Verify proper operation of engine jacket water heater; Test coolant freeze point and verify coolant level; Inspect belt condition and tension and correct as needed, replace clamps, hoses, belts, and coolant as needed. The cost of replacements shall be included in the base quote.
   Perform service **Bi-Annually.**

8. Check Controls:
   Verify and record output voltage and adjust voltage regulator if needed; Calibrate control meters; Verify and record output frequency and adjust governor if necessary; Verify operation of all lamps on control panel and remote annunciators, Inspect for any loose connections or terminals and discoloration.
   Perform service **Bi-Annually.**

9. Check Generator:
   Inspect and lubricate generator end bell bearing; Inspect brushes, brush holders and commutator; Inspect cooling screen and general condition of alternator; Inspect for

abnormal vibration; Verify connections and insulation condition; Verify proper operation of shunt trip on mainline circuit breaker-if applicable'
Perform service **Bi-Annually.**

10. Check Automatic Transfer Switch:
    Verify proper operation of exerciser clock and adjust if needed. The timer on all generators shall be set for test run on Tuesday of each week at 9:00 AM local time; provide visual inspection of all contacts and connection points; verify correct operation of all lamps on control.
    Perform service **Bi-Annually**.

The City of Mobile reserves the rights to add, remove and modify unit and/or services, as needed, during the term of this Agreement.

Additional Services:
The City of Mobile may, during the term of this Agreement, request Additional Services not covered under Basic Services in this Scope of Work. All work shall be performed and invoiced in accordance with the Unit Prices as listed in the Agreement.

EXHIBIT A – LOCATIONS and ADDRESSES

	Location Names	Address
1	Lloyd J. Freeman Fire Station – FS#1	6801 Overlook Road, 36608
2	Central Fire Station – FS#3	701 St. Francis Street, 36602
3	H.H. Edwards, Jr. Fire Station – FS#6	2525 Hillcrest Road, 36695
4	Frank J. Seelhorst Fire Station – FS#7	5525 Commerce Blvd, 36619
5	Husband Fire Station – FS#9	1000 Houston Street, 36606
6	John D. Willett Fire Station – FS#11	1004 South Broad Street, 36603
7	Crichton Fire Station – FS#12	200 Davenport Avenue, 36606
8	Toulminville Fire Station – FS#14	2062 Dr. Martin Luther King Avenue, 36617
9	Louis B. Lathan Fire Station - #16	1951 South Maryvale Street, 36605
10	Douglas A. Melton Fire Station – FS#8/17	57 South Lafayette Street, 36604
11	Springhill Fire Station – FS#18	700 Museum Drive, 36608
12	Charles McCosker Fire Station – FS#19	1275 Azalea Road, 36693
13	L.L. Petry Fire Station – FS#20	3471 Dauphin Island Parkway, 36605
14	Henry J. Reid Fire Station – FS#21	512 Stimrad Road, 36610
15	M.S. Tapia Fire Station – FS#22	4710 Airport Boulevard, 36608
16	C. Dan Simon Fire Station – FS#23	2711 Airport Boulevard, 36606
17	Public Safety Complex – FS#26 & Precinct 4	8080 Airport Boulevard, 36608
18	Edward A. Berger Fire Station – FS#28	7050 Old Military Road, 36582
19	Police Precinct 2	5441 Hwy 90 W. Bldg C, 36619
20	Police Precinct 3	2165 St. Stephens Road, 36617
21	Police Headquarters	2460 Government Boulevard, 36606
22	Police Academy	1251 Virginia Street, 36604
23	Police Traffic Division	850 Virginia Street, 36603
24	Police Trailer	Moveable. Location to be determined by use at time of scheduled PM inspection.
25	Garage	770 Gayle Street, 36604
26	Garage/Fuel Area	770 Gayle Street, 36604
27	Facilities Maintenance Carpenter's Shop	850 Owens Street, 36604
28	Facilities Maintenance Carpenter's Shop	850 Owens Street, 36604
29	Facilities Maintenance Carpenter's Shop (Trailer-mounted)	Moveable. Location to be determined by use at time of scheduled PM inspection.
30	Electrical Department	854 Gayle Street, 36604
31	Truck-mounted	Moveable. Location to be determined by use at time of scheduled PM inspection.
32	Trailer-mounted	Moveable. Location to be determined by use at time of scheduled PM inspection.
33	Traffic Engineering	852 Gayle Street, 36604
34	MIT	651 Church Street, 36602
35	Telecommunications- Unit 1	107 South Royal Street, 36602
36	Telecommunications- Unit 2	107 South Royal Street, 36602
37	History Museum	111 South Royal Street, 36602
38	Mobile Museum of Art (MMoA)	4850 Museum Drive, 36608
39	GulfQuest Maritime Museum- Unit 1	155 South Water Street, 36602
40	GulfQuest Maritime Museum- Unit 2	155 South Water Street, 36602

41	GulfQuest Maritime Museum- Unit 3	155 South Water Street, 36602
42	Convention Center	1 South Water Street, 36602
43	Cruise Terminal	201 South Water Street, 36602
44	Civic Center	401 Civic Center Drive, 36602
45	Exploreum Science Center	65 Government Street, 36602
46	Library - Ben May Main	701 Government Street, 36602
47	Library - West Regional	5555 Grelot Road, 36609
48	Hurtel Armory	1900 Hurtel Street, 36605
49	Western Administrative Complex (WAC)	4851 Museum Drive, 36608

END OF SECTION

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# SC-011-24 Current Date 10.00 / 18.00 / 2023.00

Project Description Service Contract- Various COM Facilities- Emergency Generators PM & Repairs

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

Preventative maintenance and repairs service contract for City of Mobile emergency generators.

C. Brad Holm

Requested By (Department Director) CHAD HOLM — Building Services Project Manager — 10/18/2023

(Signature) (Title) (Date)

251-208-7519 — chad.holm@cityofmobile.org

Telephone Number — Email Address

Reviewed By (Office of Supplier Diversity) Archnique Kidd — Supplier Diversity Manager — 10/31/2023

(Signature) (Title) (Date)

Approved By (CAO)

Alabama Secretary of State

ARCCO COMPANY SERVICES INCORPORATED	
Entity ID Number	000-403-952
Entity Type	Foreign Corporation
Principal Address	9424 N INTERSTATE DRIVE BATON ROUGE, LA 70809
Principal Mailing Address	9424 N INTERSTATE DRIVE BATON ROUGE, LA 70809
Status	Exists
Place of Formation	Louisiana
Formation Date	05/15/1991
Qualify Date	09/27/2017
Registered Agent Name	CT CORPORATION SYSTEMS
Registered Office Street Address	2 N JACKSON ST STE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	2 N JACKSON ST STE 605 MONTGOMERY, AL 36104
Nature of Business	
Capital Authorized	
Capital Paid In	
Doing Business in AL Since	08/19/1999

Annual Reports

Annual Report information is filed and maintained by the Alabama Department of Revenue.
If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.

Report Year	2023

Scanned Documents

Purchase Document Copies

Document Date / Type / Pages	09/27/2017	Certificate of Formation 8 pgs.

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 540189

Approved by:

Employer	
Arcco Company Services, Inc.	
Name (Please Type or Print) TOM SANDERS	**Title**
Signature Electronically Signed	**Date** 04/09/2012
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 04/09/2012

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 540189

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Arcco Company Services, Inc.
Company Facility Address	9424 N Interstate Dr Baton Rouge, LA 70809
Company Alternate Address	
County or Parish	EAST BATON ROUGE
Employer Identification Number	721188889
North American Industry Classification Systems Code	333
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	5 site(s)

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 540189

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	1
LA	3
TX	1

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 540189

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Tom Sanders
Phone Number	2252752722119
Fax	2252751198
Email	tsanders@arcco.com

Name	TOM SANDERS
Phone Number	2252752722119
Fax	2252751198
Email	TSANDERS@ARCCO.COM

PALAGRO-01 BFOREMAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/29/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 231432
Hub International Gulf South
8550 United Plaza Blvd
Suite 500
Baton Rouge, LA 70809

CONTACT NAME:
PHONE (A/C, No, Ext): (800) 789-7365 FAX (A/C, No): (225) 218-2401
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : Lexington Insurance Company	19437
INSURER C : Markel American Insurance Company	28932
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Arcco Company Services, Inc.
9424 N. Interstate Dr.
Baton Rouge, LA 70809

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GLO038145508	7/1/2023	7/1/2024	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			BAP038145608	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR			011448830	7/1/2023	7/1/2024	EACH OCCURRENCE	$ 4,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		WC038145408	7/1/2023	7/1/2024	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Commercial Property			MKLM2IM0001812	7/1/2023	7/1/2024	$750,000/$1,000K	
C	Equipment Floater			MKLM2IM0001812	7/1/2023	7/1/2024	$5,000 Deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Named Insureds: Pala Group, Inc.; Pala, LLC; Pala-Interstate, LLC; Smart Profitability Solutions, LLC (SMART Safety, Gulf Coast), Elite Helical Solutions, a division of PALA Interstate, Arcco Company Services, Inc.

General Liability and Auto Liability include Blanket Additional Insured, Blanket Waiver of Subrogation and Primary & Non Contributory where required by written contract . Workers Compensation includes Blanket Waiver of Subrogation, Alternate Employer endorsement and USL&H Blanket Alternate Employer where required by written contract. Umbrella is follow form to the underlying policies. 30 day notice of cancellation applies to these policies.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CITY OF MOBILE, ALABAMA BUILDING SERVICES DEPARTMENT
Government Plaza,
205 Government St.,
Mobile, Alabama 36602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
James J. Tassin

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: PALAGRO-01 BFOREMAN

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 231432	NAMED INSURED
Hub International Gulf South		Arcco Company Services, Inc. 9424 N. Interstate Dr. Baton Rouge, LA 70809
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Commercial Umbrella 07/01/23-07/01/2024 Aspen Specialty Insurance Company
Policy #EX00RUD23 - Limit of Liability $10,000,000 per Occurrence/Per Aggregate over General, Auto, Employer's, Umbrella, Sudden & Accidental Pollution and Contractors Pollution Liability Policies shown above.

Maritime Liability 07/01/2023 - 07/01/2024 Markel International Insurance
Policy #B1230NG03123A23 - Limit of Liability $1,000,000

Pollution 07/01/2023 - 07/01/2024 Evanston Insurance
Policy #MKLV2ENV102915- Limit of Liability $6,000,000;General Aggregate Limit $6,000,000
Blanket Additional Insured is included where required by written contract.

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

GENERAL CONDITIONS

1. GENERAL REQUIREMENTS:

A. The Contract Documents: The Contract Documents are enumerated in the Standard Service Contract Agreement Between the City of Mobile and the Service Contractor (hereinafter called the Agreement) and consist of the Bidding and Contract Requirements, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.

B. The Contract: The Contract Documents form the Contract for Services. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification.

C. The Work: The term "Work" means the services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Service Contractor to fulfill the Service Contractor's obligations.

D. The Project Manual: The Project Manual is the comprehensive document containing the Bidding and Contract Requirements, the Specifications and other documents as listed.

E. The Bidding and Contract Requirements: The Bidding and Contract Requirements are that part of the Contract Documents consisting of the Invitation to Bid, Instructions to Bidders, Service Contractor's Bid, Agreement, Bonds, and General Conditions and other requirements listed in the Agreement.

F. The Specifications: The Specifications are that part of the Contract Documents consisting of written requirements for Services including materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

G. Correlation and Intent of the Contract Documents: The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Service Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Service Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

2. THE CITY:

A. The "City" and "Owner" is the City of Mobile, as identified in the Agreement and is referred to throughout the Contract Documents as if singular in number. The City's designated representative is the Building Services Department, Service Contract Administrator.

3. THE SERVICE CONTRACTOR:

A. The Service Contractor is the person or entity identified as such in the Agreement and is referred throughout the Contract Documents as if singular in number. The Service

Contractor shall be lawfully licensed in the City of Mobile and the State of Alabama as required. The Service Contractor shall designate in writing a representative who shall have express authority to bind the Service Contractor with respect to all matters under this Contract. The term "Service Contractor" means the Service Contractor or the Service Contractor's authorized representative.

B. The Service Contractor shall perform the Work in accordance with the Contract Documents.

C. Execution of the Contract by the Service Contractor is a representation that the Service Contractor has visited the site(s), become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

D. The Service Contractor shall be responsible to the Owner for acts and omissions of the Service Contractor's employees and their agents, and other persons or entities performing portions of the Work for, or on behalf of, the Service Contractor.

E. Unless otherwise provided in the Contract Documents, the Service Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for proper execution and completion of the Work.

F. The Service Contractor's technicians or workmen shall be qualified and have had sufficient education, training and experience to perform all Work properly and satisfactorily as prescribed in the Contract Documents.

G. The Service Contractor shall pay all applicable sales, consumer, use and similar taxes for the Work provided by the Service Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

H. Unless otherwise provided in the Contract Documents, the Service Contractor shall secure and pay for all applicable permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

I. The Service Contractor shall perform the Work in accordance with the specified schedules as listed in the Contract Documents.

J. The Service Contractor shall confine operations at the site to areas permitted by the City of Mobile, facility director or building manager, and shall not unreasonably encumber the site with materials or equipment.

K. The Service Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Service Contractor shall remove all waste materials, rubbish, tools, equipment, and surplus materials from and about the site. If the Service Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner

shall be entitled to reimbursement from the Service Contractor.

L. The Service Contractor shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by Service Contractor any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier that is committed by Service Contractor or the Service Contractor's agent, Service Contractor under contract, or other entity for which Service Contractor is legally liable. Service Contractor shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by Service Contractor or its agents covered by Service Contractor's policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires Service Contractor to procure and maintain professional liability insurance that satisfies the named requirements. Service Contractor shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to Service Contractor's liability, or in proportion to the extent Service Contractor participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require Service Contractor to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

M. Service Contractor shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent Service Contractor.

N. Additionally, the City of Mobile reserves the rights to have any of Service Contractor's employees removed, barred, and/or restricted from the facility and request the immediate replacement as needed during the term of this Agreement.

4. CHANGES IN THE WORK:

A. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by a written modification based upon agreement between the City and the Service Contractor and signed by both parties.

B. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Service Contractor shall proceed promptly, unless otherwise directed.

5. SCHEDULE:

A. **STARTING WORK**: The date of commencement of the Contract is the date established in a written Notice to Proceed. No Work shall commence and no materials shall be ordered before the Notice to Proceed has been issued.

B. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

6. **PAYMENTS:**

A. **CONTRACT SUM:** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the City to the Service Contractor for performance of the Work under the Contract Documents.

B. **SCHEDULE OF VALUES:** The Schedule of Values allocating the entire Contract Sum to the various portions of the Work, shall be used as a basis for reviewing the Service Contractor's Invoices for Payment.

C. **METHOD OF PAYMENT:** The City shall pay the Service Contractor on the account of the Contract as follows:

1) Payments shall be made bi-annually upon completion of work as specified.
2) Invoices for completed Work shall be delivered to the Service Contract Administrator for review and approval upon completion of work as listed in the Scope of Work. Invoices shall list unit pricing in accordance with the approved Schedule of Values.
3) Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

7. **SAFETY:**

A. The Service Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

B. The Service Contractor shall comply with all Federal, State and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest revision. Service Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

1) employees on the Work and other persons who may be affected thereby; and
2) the Work and materials and equipment to be incorporated therein; and
3) other property at the site or adjacent thereto.

C. The Service Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing safety of persons or property or their protection from damage, injury or loss.

D. If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding Twenty-One (21) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

E. The Service Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Service Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or

polychlorinated biphenyl (PCB), encountered on the site by the Service Contractor, the Service Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City in writing.

F. In an emergency affecting safety of persons or property, the Service Contractor shall act, at the Service Contractor's discretion, to prevent threatened damage, injury or loss.

8. INSURANCE:

A. The Service Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Work is located such insurance as will protect the Service Contractor from claims set forth below which may arise out of or result from the Service Contractor's operations and completed operations under the Contract and for which the Service Contractor may be legally liable, whether such operations be by the Service Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1) Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed

2) Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Service Contractor's employees;

3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Service Contractor's employees;

4) Claims for damages insured by usual personal injury liability coverage;

5) Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

6) Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

7) Claims for bodily injury or property damage arising out of completed operations; and

8) Claims involving contractual liability insurance applicable to the Service Contractor's obligations.

B. The Service Contractor shall take out and maintain during the life of the Contract not less than the following minimum amounts of insurance.

1) Worker's Compensation and Employer's Liability:
Statutory - amount and coverage as required by law of place in which the work is performed.

2) Comprehensive General Liability:
The Service Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises product-completed operations) for limits of liability not less than:

a) Bodily Injury	$1,000,000 each person
	$1,000,000 each occurrence
b) Property Damage	$1,000,000 each occurrence
c) Or Bodily Injury	$1,000,000 combined single limit and Property Damage

Such comprehensive policy shall include the following:
a) All liability of the Service Contractor, for the Service Contractor's Direct Operations.
b) Completed Operations Coverage, thereby meaning any loss which shall occur after the Contract has been completed, but which can be traced back to the Contract.
c) Contractual Liability, meaning thereby, any risk assumed by the Service Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically item (8.A.6.).
d) Broad Form Property Damage Coverage, including Completed Operations.
e) Personal Injury Liability, with employees exclusions removed.
f) The Service Contractor shall indemnify and save harmless the Owner against all loss, cost, or damage on account of injuries to persons or property occurring in the performance of the Contract, including all reasonable attorney's fees incurred by the Owner, on account thereof.
g) Care, custody, and control for property in the care, custody and control of the Service Contractor.

3) Comprehensive Automobile Liability:

The Service Contractor shall carry for himself and shall require that all owners of automobile or trucks rented or hired on the Contract carry until the Contract is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and Property Damage in amounts not less than the minimum amounts as indicated. The Service Contractor shall also carry for himself insurance for all non-owned and hired automobile at the limits of liability as indicated below:

a) Bodily Injury	$1,000,000 each person
	$1,000,000 each occurrence
b) Property Damage	$1,000,000 each occurrence
c) Or Bodily Injury and Property Damage	$1,000,000 combined single limit Property

4) Excess/Umbrella Liability:

a) $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. Certificates of Insurance acceptable to the Owner shall be filed with the Owner at the time of signing of the Contract, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least Thirty (30) days' prior written notice has been given to the Owner. Such certificates of insurance shall state that Thirty (30) days advance written notice will be given in the event of cancellation or material change in the coverage.

D. Surety Qualifications: All insurance must be furnished by a Surety licensed to do business in the State of Alabama, must be signed or countersigned by a Licensed Resident Agent of the State of Alabama, and if bid price exceeds $50,000 have a minimum rating of A/Class VI as

reported in the latest issue of Best's Key Rating Guide Property-Casualty.

E. The insurance required by Section 8. shall be written for not less than limits of liability specified or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until completion of the Contract.

F. The Service Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's completed operations.

9. MISCELLANEOUS PROVISIONS:

A. The Contract shall be governed by the laws of the State of Alabama.

B. The Owner and Service Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

C. No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.

D. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

E. No action or failure to act by the Owner or Service Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

F. Inspections and approvals of portions of the Work shall be made as required by the Contract Documents. The Service Contractor shall give the Owner timely notice of when and where Inspections are to be made so that the Service Contract Administrator or other City personnel may be present for such procedures.

G. Required inspection reports along with approvals shall, unless otherwise required by the Contract Documents, be delivered to the Owner with Invoices for Payment.

H. On all jobs with the City of Mobile, A City License is required. Bidders may obtain information on licensing by writing the City Revenue Department, Post Office Box 1827, Mobile, AL 36633-1827 or calling 251-208-7454. Successful Bidder must have City License at the time of Bidding.

I. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, ***inter alia***, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent (15%) of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

J. The Service Contractor shall secure and pay all required fees and permits and shall pay all taxes on materials, supplies, fixtures, and equipment purchased by him (including the city of Mobile sales tax), and shall comply with all laws, regulations and codes applicable to the site on which the Work is to be performed.

K. All work performed shall be in conformance with the appropriate codes of the City of Mobile.

L. CDC/NIH Covid-19 Guidelines are in effect. The Service Contractor shall adhere to current guidelines as directed by the City. All Service Contractor's personnel shall wear a face mask/face covering at all times while in a City of Mobile building, adhere to current social distancing guidelines, and note that temperature checks may be conducted.

10. TERMINATION OR SUSPENSION OF THE CONTRACT:

A. The Owner may terminate the Contract for cause if the Service Contractor:
1) fails to perform service in a satisfactory manner; or
2) repeatedly refuses or fails to supply properly skilled workers or proper equipment or materials; or
3) repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
4) otherwise is guilty of substantial breach of a provision of the Contract Documents.

B. When any of the above reasons exist, the Owner, upon determination that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Service Contractor and the Service Contractor's surety, if any, Seven (7) days' written notice, withhold payments and terminate the Contract.

C. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause upon Thirty (30) days written notice.

D. In case of such termination for cause or for the Owner's convenience, the Service Contractor shall be entitled to receive payment for Work executed, and costs incurred. The Owner shall not make payment for profit or damages as a result of such termination.

11. CLAIMS AND DISPUTES

A. Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Service Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest

with the party making the Claim.

B. Claims by either the Owner or Service Contractor must be initiated within Twenty-One (21) days after occurrence of the event giving rise to such Claim or within Twenty-One (21) days after the claimant acting with due diligence, reasonable should have first recognized the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Service Contractor and the other party.

C. In the event of a Claim against the Service Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Service Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

D. Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to litigation.

END OF SECTION

Addendum No. 1

To: Service Contract Providers

From: Chad Holm, Project Manager
City of Mobile Building Services Department

Re: Service Contract – Various City of Mobile Facilities – Emergency Generators Preventative Maintenance

Project #SC-011-24

Date: November 8, 2023

This Addendum forms a part of, and modifies, the Bid Documents for the above referenced project, dated November 1, 2023. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

General:

Item 1. The Pre-Bid Conference Attandance Roster, dated November 8, 2023, and agenda are attached and form part of Addendum No. 1.

Item 2. DBE Requirements for this project have been waived. The attached DBE Waiver shall be included in the bid packet when submitted by interested parties.

Scope of Work:

Item 1: An annoted version of Exhibit A has been attached to this Addendum No. 1 and shall serve as the most accurate list the City of Mobile can provide regarding those generators to be included in the Base Bid. This list serves as a general guide to follow for the purposes of bid pricing. The City of Mobile cannot guarantee the overall accuracy of all units at all locations. It is the sole responsibility of a Service Provider to fully inform themselves of all site conditions and verify the individual units prior to the submission of the Bid.

Item 2: Contractor shall not include line items #28 and #29 from the attached annotated Exhibit A in the Base Bid.

Item 3: The generator at Louis B. Lathan Station (Line Item #9) shall be under warranty during the March 2024 inspection time. The generator shall not be inpsected or serviced at this time. Contractor shall not include the generator as a part of the Base Bid pricing.

Item 4: The generator at Police Headquarters (Line Item #21) has been determined to be under a previous extended warranty agreement. Contractor shall not include the generator as a part of the Base Bid pricing.

END OF ADDENDUM NO. 1

ATTENDANCE ROSTER

MEETING	PROJECT	LOCATION	DATE
Pre-Bid Conference	Service Contract - Various City of Mobile Facilities - Emergency Generators Preventative Maintenance & Repairs SC-011-24	Various	2023-11-08

NAME	ORGANIZATION	PHONE	FAX	CELL PHONE	E-MAIL
Chad Holm	City of Mobile, B/S Department	251-208-7519			chad.holm@cityofmobile.org
Jacob Laurence	City of Mobile, REAM Department	251-208-7703		251-422-3312	laurencej@cityofmobile.org
Jimmy Williams	Taylor SSI	254-366-3852			JWilliams@TaylorPower.com
Chris Howell	Thompson Power Systems	251-331-6451		same	chrishowell@ThompsonTractor.com
Justin Downey	Taylor SSI	251.298.3864			jdowney@taylorbigred.com
Brent Corley	Taylor SSI	251-348-2368			bcorley@taylorbigred.com
Chad Clary	IPS/TAW	251-234-0584		" "	chad.clary@IPS.us
Michael Cunningham	ARCCO PS	228-243-9109			mcunningham@arcco.com
Van Keller	Arcco Power Systems	225-275-3733			VKeller@arcco.com

Service Contract – Various City of Mobile Facilities – Emergency Generators
Preventative Maintenance & Repairs
Project # SC-011-24
PRE-BID CONFERENCE
10:00am Wednesday, November 8, 2023
205 Government Street, Mobile, Alabama 36602

AGENDA

---

1) **Attendance roster.** Include a contact person and an e-mail address where any Addenda should be sent. Please write legibly.
   A. Introductions – Building Services Department, Project Manager
      Chad Holm, 251-208-7519 office; chad.holm@cityofmobile.org
      REAM, Operations Manager
      Jacob Laurence, 251-422-3312 cell; laurencej@cityofmobile.org

2) **Discussion of Scope of Work:**
   A. The scope of this project is to:
      1) Provide a Base Bid for Preventative Maintenance and various required repairs as outlined in the Scope of Work and Exhibit A – Locations and Addresses in the Bid Documents, dated November 1, 2023;
      2) Provide said preventative maintenance inspections that shall be annually- one major inspection in March and one minor inspection in October;
      3) Replace hoses and belts one time during the contract duration;
      4) Unit Pricing as specified on the Bid Form;
      5) Best Management Practices for quality control, testings & trouble shooting, manufacturer's recommendations for safe use of fuels, fluids, chemicals, and cleaning solutions, in accordance with all Federal, State, and local laws.
   B. City of Mobile Business License and Certificate of Insurance shall be required by the Service Contractor for the duration of the contract.
   C. Generally, the facilities will remain open to the public and City of Mobile maintenance crews. Service Contractor shall pre-schedule visits for PMs and shall secure the area of the site in which they are working.
   D. Site access shall be limited to pre-approved locations agreed upon in advance by the Building Services Project Manager and the Contractor. Contractor parking shall not impede the flow of traffic or use of the facility by the City of Mobile, its occupants, or its guests.
   E. Service Contractor shall take every precaution to avoid damage to the existing facility and its amenities and shall at their own costs make repairs if damage occurs.
   F. Any proposed changes to the Scope of Work shall be submitted to the Building Services Project Manager for approval in advance of commencement of any work.
   G. Work hours shall typically be 7am to 4pm for Fire Stations & Police Precincts. All other facilities work hours shall be 8am to 4pm.
   H. Upon coordination with the Building Services Project Manager, Contractor shall start with the project within 10 days following the written Notice to Proceed.
   I. Contract duration is One (1) year from the written Notice to Proceed, with the option, at the City of Mobile's sole discretion, to extend the contract for two (2) terms following the initial year.

3) **Bidding instructions, forms, special requirements and time:**
   A. Any observed ambiguities, discrepancies, omissions or errors in any part of the contract documents shall be submitted as written RFIs to Chad Holm at chad.holm@cityofmobile.org and copied to laurencej@cityofmobile.org
   B. Official clarifications or corrections will be made by written addendum sent to all registered prospective Bidders via e-mail. Building Services Project Manager shall issue all addenda.

C. Cut off time for submission of RFIs is three (3) calendar days prior to the Bid Opening date by 3:00pm.
D. City of Mobile Mun. Code Sec 14-2 requires that the city in all contracts have contractors make every reasonable effort to have at least fifteen percent participation by socially and economically disadvantaged subcontractors and/or material suppliers who are certified as a Disadvantaged Business Enterprises. Documentation of this effort shall be required and included in the Bid envelope for all bids $250,000 or more.
E. Receipt of Sealed Bids shall be Wednesday, November 22, 2023 no later than 2:15pm in the City Clerk's office, 9th Floor, Government Plaza, South Tower. Bids will be publicly opened at 2:30pm the same day in the Atrium Lobby, Government Plaza.
F. Bids shall be submitted only on a copy of the Bid Form included in the Bid documents and Bid envelope shall include Bid Security and DBE Documentation, as applicable. Bids submitted dgitially or without the proper documentation or envelope shall be rejected.

4) Additional Requirements within 10 Days of Contract Award:

1. A valid City of Mobile business license for the duration of the contract period
2. E-verify Documentation: The Beason-Hammond Taxpayer Protection Act applies to this project. Contractor shall comply with the requirements of this Act and show proof of enrollment in the E-verify program by submitting the electronically generated Federal E-verify document prior to signing of the construction contract. (see Project Manual)
3. Certificate of Insurance in amounts and with endorsements as required by the City of Mobile (see attached Certificate of Insurance).
4. A current W-9 Taxpayer Identification Form and City of Mobile Vendor Information Form must be on file with the City of Mobile prior to issuance of Contract.
5. On all documents: City of Mobile Business License, the Alabama Secretary of State Business Identity, the Alabama Secretary of State Certificate of Authority (out of state contractors), E-verify documentation, and ACORD Insurance Form, the Contractors name shall be EXACTLY the same.

5) Payment requirements.

a. Invoices for services rendered shall be submitted monthly by the Service Contractor monthly to the Building Services Project Manager. Invoices shall be received no later than the 25th day of each month.

6) Review of Scope of Work Exhibits

7) Adjourn

MOBILE
ALABAMA

Addendum No. 2

To: Service Contract Providers

From: Chad Holm, Project Manager
City of Mobile Building Services Department

Re: Service Contract – Various City of Mobile Facilities – Emergency Generators Preventative Maintenance

Project #: SC-011-24

Date: November 13, 2023

This Addendum forms a part of, and modifies, the Bid Documents for the above referenced project, dated November 1, 2023. Acknowledge the receipt of this Addendum No. 2, Addendum No. 1, and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

GENERAL:

Item 1. Contractors shall use the attached Modified Bid Form when submitting pricing for the listed project. Bid Form has been annotated to coincide with Generator Units and/or Inspections Dates specified in Addendum No. 1 as no longer part of the Scope of Work. For clarity, the line items have been left on the Bid Form and zeroed out per applicable table cell.

REQUEST FOR INFORMATION (RFI):

Question 1: Scope of Work Item #7, Check Cooling System.

"7. Check Coolant System: Inspect all clamps and hoses and identify any visual leaks; Verify proper operation of engine jacket water heater; Test coolant freeze point and verify coolant level; Inspect belt condition and tension and correct as needed, replace clamps, hoses, belts, and coolant as needed. The cost of replacements shall be included in the base quote. Perform Service Bi-Annually"

Could we include coolant to be changed once the contract term? Instead of as needed, there is no way to determine how much coolant to quote unless we assume replacing coolant for all units.

ANSWER 1:
The "replace coolant as needed" phrasing is not intended to include wholesale fluid changes, but rather replacement of lost fluids associated with contracted replacement of the clamps, hoses, and the topping off as needed, and in the event of a fluid leak or other wastage.
The scope of work remains unchanged, as specified in the Bid Documents, dated November 1, 2023, and by locations, as amended in Addendum No. 1, dated November 8,2023. Contractors shall refer to and provide bids based on the aforementioned documents on the attached Modified Bid Form.

END OF ADDENDUM NO. 2

Attachments:
Modified Bid Form, Dated November 13, 2023

Addendum No. 3

To: Service Contract Providers

From: Chad Holm, Project Manager
City of Mobile Building Services Department

Re: Service Contract – Various City of Mobile Facilities – Emergency Generators Preventative Maintenance

Project #SC-011-24

Date: November 14, 2023

This Addendum forms a part of, and modifies, the Bid Documents for the above referenced project, dated November 1, 2023. Acknowledge the receipt of this Addendum No. 3, Addendum No. 2, Addendum No. 1, and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

REQUEST FOR INFORMATION (RFI):

Question 1:
Where do we add shipping cost and expedited shipping to the parts pricing? It's a cost to the vendor but the city is only asking for parts cost at 15%, being we are only marking up the part.

How can we get paid for the shipping cost?

ANSWER 1:
The shipping cost (or expedited shipping cost) shall be included as an itemized line item in the parts price quote or proposal provided to the Building Services Project Manager for approval, prior to order placement. Shipping shall not receive mark up but shall be paid to the contractor for the actual cost.

END OF ADDENDUM NO. 3

MOBILE
ALABAMA

Addendum No. 4

To: Service Contract Providers

From: Chad Holm, Project Manager
City of Mobile Building Services Department

Re: Service Contract – Various City of Mobile Facilities – Emergency Generators Preventative Maintenance

Project #SC-011-24

Date: November 15, 2023

This Addendum forms a part of, and modifies, the Bid Documents for the above referenced project, dated November 1, 2023. Acknowledge the receipt of this Addendum No. 4, Addendum No. 3, Addendum No. 2, Addendum No. 1, and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

REQUEST FOR INFORMATION (RFI):

Question 1:
"4. Battery Testing: ... Replace battery/terminal cables and batteries, as needed. The cost of replacement cables and batteries shall be included in the base bid."

Battery replacement: Once during the contract period? Or as needed? So, we are to assume to know how many batteries will need to be replaced?

ANSWER 1:
The battery replacement noted in the bid document is on an as needed basis. As of the date of this addendum, there are no known battery issues at any of the sites listed in the Annotated Exhibit A.

Question 2:
Regarding load testing for units at the Gulf Quest Maritime Museum, Convention Center and the Exploreum. Units at these locations are on the roof and in an areas that are not at ground level. Will we be able to use the building spaces near the generators for maintenance of these units? Or are there connection points on the ground?

ANSWER 2:
There are no known ground level connections for the emergency generators at the locations in question. On-site managers at the locations will do their best to accommodate and provide space for required maintenance procedures. An on-site assessment by all potential Service Contractors for these and similar locations is strongly recommended prior to bidding to determine the most advantageous means to perform the required maintenance.

Question 3:
Regarding load testing for all specified units, what load test is required – load bank or building load?

ANSWER 3:
A load bank test in accordance with NFPA 110 is required.

END OF ADDENDUM NO. 4

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Submitted by:

Leslie Rey, Director of Human Resources

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

Actuarial services in the preparation and review of actuarial reports as it relates to the GASB 75, other ad hoc actuarial studies related to the City's Health Plan and Other Post Employment Benefits (OPEB) and GASB 101

Amount of Contract:

$15,900

Effective Date of Contract:

12/1/2023

Renewal Date of Contract:

12/1/2024

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Agenda Item Summary Sheet-Southern Actuarial Svcs	Cover Memo	12/12/2023
Resolution - Southern Actuarial Servies	Resolution Letter	12/12/2023
Prof Svcs Contract-Southern		

Actuarial Services Backup Material 12/12/2023

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Bryars, Donna	Approved	12/12/2023 - 5:48 PM
Legal	Kern, Chris	Approved	12/12/2023 - 5:09 PM
Mayors Office	Montgomery, Brandi	Approved	12/14/2023 - 2:41 PM
Legal	Kern, Chris	Approved	12/12/2023 - 5:10 PM

AGENDA ITEM SUMMARY SHEET

Agenda of: 12/19/2023 (Date) Item No. _____

Submitted by: Human Resources (Department) Leslie Rey (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: Richard Moore, Executive Director of Finance (Executive Director)

Routing Authorized: James Barber, Chief of Staff (Mayor's Office) 12/12/2023 (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Southern Actuarial Services

PURPOSE & SCOPE OF PROJECT:
Actuarial services in the preparation and review of actuarial reports as it relates to the GASB 75, other ad hoc actuarial studies related to the City's Health Plan and Other Post Employment Benefits (OPEB) and GASB 101

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $15,900

FUNDING SOURCE:

Budget Item: Fund 7100 Discretionary Funds: n/a

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: n/a Matching funds: n/a

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: 12/1/2023

Renewal date of contract (if applicable): _____

If not bid, state reason: _____

How many bidders received bid packages (if applicable): n/a

How many bidders submitted bids (if applicable): n/a

If this is not the lowest bid, explain why not:
n/a

R E S O L U T I O N

Sponsored By: William S. Stimpson, Mayor

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract with Southern Actuarial Services Company, Inc., to act as consulting actuarial for the City of Mobile in the preparation and review of actuarial report as it relates to post employment benefits as required by GASB 75, and other actuarial services, as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

STATE OF ALABAMA

COUNTY OF MOBILE

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT (sometimes hereinafter "Agreement") made and entered into by and between the City of Mobile, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City"), and **Southern Actuarial Services Company, Inc.,** a corporation organized and existing under the laws of the State of Georgia and doing business as "Southern Actuarial Services" (sometimes hereinafter "Contractor"), as follows:

WHEREAS, Contractor is engaged in the business of **actuarial consulting and services**; and,

WHEREAS, City desires to engage Contractor to provide said services upon the following terms and conditions;

NOW, THEREFORE,

WITNESSETH:

City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

Contractor agrees that it shall be totally responsible for, and shall have exclusive control over the management and disbursement of all such monies received from the City, and that all monies received under the Agreement shall be used only for the following purposes:

Act as consulting actuary for the City of Mobile in the preparation and review of actuarial report as it relates to Post Employment Benefits as required by GASB 75 and prepare actuarial calculations pertaining to the City of Mobile Health and Dental Plan.

II. COMPENSATION

City hereby agrees to pay the Contractor the sum of no more than **FIFTEEN THOUSAND NINE HUNDRED DOLLARS AND NO/100 DOLLARS ($15,900) annually for the GASB 75 valuation,** payable for the term of this Agreement to September 30, 2026. Said funds will be disbursed in payments, which shall result from written requests to be delivered to the City's Accounting Department.

Additionally, ad hoc actuarial studies 1) related to the City of Mobile's Health and Dental and 2) Other Post Employment Benefits (OPEB) and GASB 101 compensated absences calculation with fees to be agreed upon prior to each requested study based on the complexity of the work to be performed.

III. TERM OF AGREEMENT

The term of this Agreement shall commence upon its adoption by the City Council of the City of Mobile and shall continue thereafter for one calendar year, with the option to renew for two additional one-year periods if mutually agreed upon by both parties.

IV. GENERAL PROVISIONS

A. Contractor agrees to permit at all reasonable times and places an audit of its books and records by City's duly authorized representatives.

B. Notwithstanding any of the provisions of this Agreement, it is agreed that City has no financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor shall Contractor at any time or times use the name or credit of City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

C. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefor.

D. Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City; which such consent shall be granted or denied solely at City's discretion.

E. Contractor hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.

F. Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at its option, terminate and cancel this Agreement.

G. Contractor agrees that it will comply with Title 6 of the Civil Rights Act of 1964 which provides that no person will be excluded from participation in, or be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or disability, in connection with federally funded programs.

H. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

I. Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this contract or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

J. The Contractor agrees that it shall comply with all of the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-35, Alabama Code (1975) Section 31-13-1, et. Seq., see Section 31-13-9, and the provisions of said Act including all penalties for violations thereof, are incorporated herein. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom. Verification of Provider's enrollment in the E-Verify program is attached to this Agreement as Exhibit A and incorporated by reference herein.

K. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City at:

Finance Department
P.O. Box 1827
Mobile, Alabama 36633-1827

Copy to: City Attorney
City of Mobile Legal Department
P.O. Box 1827
Mobile, Alabama 36633-1827

And to Contractor at: Southern Actuarial Services Company, Inc.
P.O. Box 888343
Atlanta, Georgia 30356-0343

L. This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

M. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

N. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

O. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

P. Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.

CITY OF MOBILE, A Municipal Corporation

By:_____

Mayor

ATTEST:

_____

City Clerk

CONTRACTOR:

Southern Actuarial Services

By: _____

Its President

STATE OF GEORGIA

COUNTY OF ~~BARROW~~
DEKALB

I, the undersigned Notary Public, in and for said county in said state, hereby certify that Carlos G. Carr, whose name is signed to the foregoing Professional Services Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Professional Services Contract, he as such officer of Southern Actuarial Services (Business Entity) and with full authority, executed the same voluntarily for and as the act of said business entity on the day the same bears date.

Given under my hand and official seal of office this the 15 day of November, 2023.

Samuel L Perry

Notary Public

My Commission Expires: 07/14/2025

SAMUEL L. PERRY NOTARY PUBLIC OCONEE COUNTY EXPIRES GEORGIA 7/14/2025

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Submitted by:

Carleen Stout-Clark, Deputy Director, Real Estate Asset Management

Sponsored by:

Mayor William S. Stimpson and Councilmember William Carroll

Purpose and Scope of Project:

Authorize the extension of the closing deadline within the Purchase and Sale Agreement dated May 30, 2023, Exhibit A, Ordinance Number 88-226, attached hereto, from December 31, 2023 to June 30, 2024, of 63 S. Royal Street, LLC

Amount of Contract:

N/A

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	12/14/2023
Extension	Exhibit	12/14/2023
Ordinance 88-026 May 30 2023	Exhibit	12/14/2023
Purchase & Sale Agreement Signed May 30, 2023	Exhibit	12/14/2023
REVISED resolution	Cover Memo	12/15/2023

REVIEWERS:

Department Reviewer	Action	Date
Real Estate Stout, Carleen	Approved	12/14/2023 - 11:33 AM

Legal	Kern, Chris	Approved	12/14/2023 - 2:21 PM
Mayors Office	Montgomery, Brandi	Approved	12/14/2023 - 3:16 PM

2023

RESOLUTION

Sponsored by: Mayor William S. Stimpson and Councilmember William Carroll

WHEREAS, the City of Mobile, as Seller, and 63 S. Royal Street, LLC, as Purchaser, and with consent of the Mobile City Council via Ordinance Number 88-226, did enter into a certain Purchase and Sale Agreement for the property located at 63 S. Royal Street in Mobile, Alabama; and

WHEREAS, pursuant to Section 5.5 of that Agreement, closing of the subject transaction was to occur no later than December 31, 2023; and

WHEREAS, it is the desire of both Seller and Purchaser to extend the said closing deadline in order that Purchaser may continue to satisfy all contingencies contained in the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mobile that the Seller and Purchaser are hereby authorized to extend the closing deadline until June 30, 2024, and that the Mayor is authorized to execute the attached Extension of Purchase and Sale Agreement to effect same.

Adopted:

_____

City Clerk

EXTENSION OF PURCHASE AND SALE AGREEMENT

Whereas, the City of Mobile, as Seller, and 63 S. Royal Street, LLC, as Purchaser, did enter into that certain Purchase and Sale Agreement dated May 30, 2023 ("Agreement"), for the purchase of the property identified on Exhibit A attached hereto and incorporated herein by reference; and

Whereas, pursuant to Section 5.5 of the Agreement, closing of the subject transaction was to occur no later than December 31, 2023; and

Whereas, it is the desire of both Seller and Purchaser to extend the said closing deadline in order that Purchaser may continue to satisfy all contingencies contained in the Agreement.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Seller and Purchaser do hereby extend the closing deadline until June 30, 2024.

Effective this the ___ day of December, 2023.

SELLER:

THE CITY OF MOBILE
a Municipal Corporation

By:_____
William S. Stimpson
As Its: Mayor

PURCHASER:

63 S. ROYAL STREET LLC,
an Alabama Limited Liability Company

By:_____
J. Gavin Bender, Sr.
Its: Member

ATTEST:

_____
City Clerk

88-026 **2023**

AN ORDINANCE DEEMING CERTAIN PROPERTY NOT NOW NEEDED FOR PUBLIC OR MUNICIPAL PURPOSES AND AUTHORIZING THE SALE THEREOF

Sponsored by Mayor William S. Stimpson and Councilmember William Carroll

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA as follows:

SECTION ONE: It is hereby found and determined by the City Council of the City of Mobile, Alabama, that the real property hereinafter described is not now needed for public or municipal purposes and that it is in the best interest of the City of Mobile and in the public interest that said property be sold to 63 S. Royal Street, LLC.

SEE ATTACHED EXHIBIT 'A'

SECTION TWO: The Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and in the name of and on behalf of the City of Mobile, the Purchase and Sales Agreement for the property shown above.

SECTION THREE: Said Agreement is by reference made a part of this Ordinance as fully as if set forth herein and a copy of such will be on file in the office of the City Clerk of the City of Mobile, 9th Floor, Government Plaza, 205 Government Street, Mobile, Alabama.

SECTION FOUR: The Mayor and City Clerk are also hereby authorized and directed to execute and attest, respectively, for and in the name and on behalf of the City of Mobile, the deed for the property shown above, when said deed is prepared.

SECTION FIVE: The Deputy Director, Real Estate Asset Management, of the City of Mobile is hereby authorized and directed to negotiate, and to execute for and in the name and on behalf of the City of Mobile, whatever supporting documents, affidavits, closing statements, or other ancillary forms necessary to complete the sale of said property.

SECTION SIX: The proceeds from this sale to be placed in a Public Facilities Improvement Fund.

SECTION SEVEN: This Ordinance shall be in full force and effect from and after its adoption and publication as required by law.

Adopted: MAY 30 2023

City Clerk

EXHIBIT 'A'

Land Address: 63 S. Royal St., Mobile, AL 36602

Parcel No. R022906400002291.002, Key No. 02567528

LEGAL DESCRIPTION:

LOT 2, RIVERVIEW PLAZA, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 61, PAGE 70 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

STATE OF ALABAMA
COUNTY OF MOBILE

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is made and entered into effective as of the 30 day of May, 2023 by and between THE CITY OF MOBILE (hereinafter referred to as "**Seller**") and 63 S. ROYAL STREET LLC, an Alabama Limited Liability Company, (hereinafter referred to as "**Purchaser**").

RECITALS:

WHEREAS, on June 9, 2004 the Mobile Housing Board and TQP Riverview LLC entered into a certain Lease Agreement for land described as Lot 2 Riverview Plaza. Whereby, Section 43 of the Lease Agreement granted TPQ Riverview LLC the exclusive and sole right to purchase the property at the appraisal value of the undeveloped land, without the improvements. RPB 5606, PG 1273;

WHEREAS, on August 5,2005 TQP Riverview LLC assigned its interests in the Lease Agreement to ARI-Riverview Plaza LLC. RPB 5826, PG 543;

WHEREAS, on November 1, 2011 the City of Mobile accepted a total of 39 Mobile Housing Board deeds, including Lot 2 River Plaza through Resolution 23-524;

WHEREAS, on May 31, 2012 the Mobile Housing Board assigned its interest in the Lease Agreement to the City of Mobile and conveyed fee simple ownership of Lot 2 Riverview Plaza by warranty deed to City of Mobile. RPB 6784, PG 1714;

WHEREAS, on February 29, 2012 ARI-Riverview Plaza LLC assigned its interests in the Lease Agreement to Royal Street, LLC. RPB 6866, PG 1250;

WHEREAS, on November 29, 2022 the current Lessee notified Lessor in writing exercising its exclusive and sole right to purchase Lot 2 Riverview Plaza.

WHEREAS, this Agreement shall be considered by the Mobile City Council for approval on May 23, 2023 and May 30, 2023.

WITNESSETH:

1. **Property.** The Seller is the owner of one (1) tax parcel of land identified by Lot 2 Riverview Plaza, located at 63 S. Royal Street, in the City of Mobile, County of Mobile, Alabama, as more fully described on Exhibit "A" attached hereto and made a part hereof by this reference, without improvements, referred to as the "Land";

2. **Purchase and Sale.** Seller agrees to sell and convey the Land to Purchaser, and Purchaser agrees to purchase and pay for the Land from Seller, all in accordance with the terms and conditions provided in this Agreement. It is expressly understood and agreed by the parties

hereto that the Land is being sold "AS IS, WHERE IS" with no express or implied warranties of any sort, except for any warranty of title set forth in the statutory warranty deed executed pursuant hereto. IN PARTICULAR, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

3. **Purchase Price.** The purchase price (the "**Purchase Price**") for the Land shall be One Million One Hundred Sixty-Three Thousand and No/100 Dollars ($1,163,000.00). The Purchase Price shall be paid to Seller in cash or immediately available funds suitable to Seller at the Closing subject to prorations, credits and other adjustments provided herein.

4. **Earnest Money.** Within seven (7) business days of execution of this agreement by both parties **("Effective Date")**, Purchaser shall deposit with Pierce Ledyard PC 3801 Airport Blvd., Mobile, AL 36608 (hereinafter referred to as the "**Escrow Agent**") the sum of Ten Thousand Dollars ($10,000.00) (the "**Earnest Money**"). The Earnest Money shall be held by Escrow Agent in accordance with the terms of this Agreement. However, the parties agree to execute or attach customary escrow instructions satisfactory to the parties in their respective sole and absolute discretion, provided, however, that if and to the extent any inconsistencies exist between the terms of the escrow agreement and this Agreement, the terms of this Agreement shall control. Escrow Agent shall hold the Earnest Money in an interest-bearing account. If this Agreement is terminated, canceled, or rescinded, the Earnest Money shall be refunded to Purchaser or paid over to the Seller as liquidated damages as further provided herein and the parties shall be relieved of all obligations under this Agreement, except for those obligations which are expressly provided to survive the termination of this Agreement.

5. **Survey and Title.**

5.1 Survey. Simultaneously with execution of this Agreement by both parties, Seller shall deliver to Purchaser, upon written request, all existing surveys, title examinations, commitments and policies, including copies of all exceptions to title, which Seller has in its possession. Purchaser, at Purchaser's expense, may, on or before expiration of the Inspection Period, obtain a land and title boundary, improvement and topographical survey of the Land (the "**Survey**") with permanent corner pins in place, prepared from an on-the-ground inspection by a land surveyor registered in the State of Alabama, showing thereon the correct legal description of the Land, its proper easements, rights-of-way, and adjacent roadways on and/or to the Land, the existing topography of the Land to the centerline of adjacent rights-of-way, and certifying to Purchaser that no improvements situated on or adjacent to the Land are the subject of encroachments or overlaps and that the survey has been prepared in compliance with applicable law and ALTA requirements for extended coverage owner's title insurance. The legal description drawn from the Survey shall be considered incorporated by reference into this Agreement as the description of the Land and shall be used as such in the statutory warranty deed delivered at Closing, unless a subdivision of the Land is required and approved by the City of Mobile Planning Commission, in which case the subdivision description shall be used in said statutory warranty deed. In the event the Survey discloses any title objections, the Purchaser shall notify the Seller in writing of such objections, which shall be subject to the provisions of Section 5.3 hereof.

5.2 Seller's Title. At the Closing, Seller shall convey to Purchaser Insurable Fee Simple Title to the Land subject only to the following exceptions (herein referred to as the "**Permitted Exceptions**"):

(i) all prior conveyances, reservations and exceptions of oil, gas and other minerals that appear of record;
(ii) zoning ordinances, restrictive covenants and/or building setback lines, if any, applicable to the Land;
(iii) ad valorem taxes for the year of closing which shall be prorated at closing;
(iv) easements for public or private utilities and/or roadways of record or in place;
(v) all other matters relating to the Land recorded in the land records of Mobile County, Alabama;
(vi) all other matters which would be disclosed by an accurate survey and inspection of the Land; and
(vii) any exceptions set forth on the title commitment, as hereinafter defined, to which Purchaser has no objection or is deemed to have waived objection, in accordance with the provisions of Section 5.3. "**Insurable Fee Simple Title,**" where used in this Agreement, shall be such fee simple title as is acceptable to and insurable in Purchaser's favor in the amount of the Purchase Price by Escrow Agent at standard rates, on an ALTA Form B Owner's Policy, and subject only to the standard printed exceptions and the Permitted Exceptions.

5.3 Title Objections. On or before the expiration of the Inspection Period, herein defined, Purchaser, at Purchaser's expense, may obtain a title commitment issued by Escrow Agent, which shall provide a commitment to insure title to the Land on the full-coverage, standard, revised ALTA Owner's Policy of title insurance, Form B (the "**Title Commitment**") in the amount of the Purchase Price subject, however, to the Permitted Exceptions (to which Purchaser does not object), but without exception as to mechanics or similar liens, free and clear of any and all other mortgages, liens, judgments, leases, encumbrances, parties in possession, licenses, covenants, conditions, restrictions, easements, encroachments and any other matters of any nature affecting the title except as permitted in this Agreement. Within ten (10) days of receipt by Purchaser of the Title Commitment and the Survey, Purchaser shall advise Seller in writing of any objections to the Title Commitment (including any of the Permitted Exceptions) and/or the Survey and, if no objections are so submitted by Purchaser within the applicable time period, it shall be deemed that the Title Commitment and the Survey are satisfactory, and Purchaser has no objections thereto. If Purchaser does advise Seller in writing of any objections, Seller shall have ten (10) days after the receipt of such statement of objections in which to notify Purchaser as to whether it will cure or remove such objections, Seller having no obligation to do so. If Seller notifies Purchaser that it will not cure or remove such objections, or if Seller is deemed to have elected not to cure such objections, then within ten (10) days after the receipt by Purchaser of such notice from Seller, or upon expiration of such ten (10) day period, Purchaser shall elect to either (i) terminate this Agreement, whereupon this Agreement shall be of no further force and effect, the Earnest Money shall be returned to Purchaser, and no

party hereto shall have any further rights, liabilities or obligations hereunder or (ii) waive such objections to Seller's title. Failure by Purchaser to elect either alternative within such ten (10) day period shall be deemed an election to waive such objections.

5.4 Inspection Period. Upon the execution of this Agreement, Seller shall deliver, upon written request from the Purchaser, copies of the survey and title information described in Section 5.1 above, any environmental studies or reports, and any engineering plans and related reports or studies, and all service contracts and agreements in Seller's possession relative to the Land. The Purchaser, at Purchaser's sole expense, personally or through agents, employees, or contractors, may go upon the Land upon request following the Effective Date of this Agreement and through the date of Closing, to inspect the Land, to conduct such soil, engineering, environmental, "wetlands" and other tests, investigations and analyses of the Land as Purchaser deems appropriate. The Seller hereby agrees to cooperate fully with the Purchaser so as to allow the Purchaser the reasonable opportunity to inspect the Land and any other information respecting the Land. In connection with Purchaser's review and inspection of the Land, Purchaser will provide to Seller copies of all surveys, plans, zoning submission materials, and inspection reports, upon Seller's request. The Purchaser shall pay all of its costs incurred in making such surveys, inspections, tests, analyses and investigations, and Purchaser, at its own expense, shall be responsible for the repair of any damages to the Land incurred by reason of Purchaser's inspection of the Land. Purchaser shall indemnify, defend and hold Seller entirely harmless from any cost, expense, liability or obligation resulting from physical injury, property damage, mechanics' or materialmen's liens, caused by Purchaser's entry upon the Land pursuant to this section. Notwithstanding any other provision of this Agreement, the foregoing indemnity shall survive the expiration or termination of this Agreement for any reason whatsoever. On or before the expiration of the time period ending thirty (30) days following the Effective Date (the "**Inspection Period**"), Purchaser shall have the right to terminate this Agreement by delivery of written notice to Seller and Escrow Agent. Subject to paragraph 5.5. below, unless Seller and Escrow Agent receive express written instructions from Purchaser on or before the expiration of the Inspection Period that it is exercising its right to terminate the Agreement, Purchaser shall be deemed to have not terminated this Agreement. If Purchaser does give such notice of termination, the Escrow Agent shall refund the Earnest Money to Purchaser. The parties hereunder shall have no further rights, duties or obligations under this Agreement, except for such rights, duties or obligations as are expressly stated herein to survive a termination of this Agreement.

5.5 Contingencies. Seller is on notice of the fact that Purchaser is contemporaneously herewith negotiating with third party lenders to arrange financing for construction and renovation of the improvements located on the Property (Riverview Plaza Office Tower). Purchaser will also be required to obtain certain state, federal and municipal permits related to said construction/renovation. This sale is contingent on Purchaser securing all governmental approvals and third party financing necessary to move forward with the construction/renovations of the improvements. In the event that Purchaser is unable to obtain the necessary financing and governmental approvals by December 31, 2023, then it may terminate this agreement and receive a full refund of the Earnest Money.

6. **Seller's Representations.** As an inducement to the Purchaser to enter into this Agreement and to purchase the Property, Seller warrants, represents to, and covenants with Purchaser as follows:

6.1. Title. Seller is the owner of Insurable Fee Simple Title to the Land, which shall be free and clear of all encumbrances, occupancies or restrictions except for those matters listed in Schedule B, Section 2 of the Title Commitment.

6.2. Authority. Seller has the right, power, and authority to enter into this Agreement and has the right, power and authority to convey the Property in accordance with the terms and conditions of this Agreement. Seller represents and warrants to Purchaser that (i) all action necessary to authorize the execution of this Agreement by Seller, including, but not limited to the passage by the City Council of the City of Mobile, Alabama of a resolution specifically authorizing same, has been taken by Seller; (ii) The individual(s) executing this Agreement on Seller's behalf has all requisite authority to bind Seller as aforesaid. Seller, at Purchaser's request, shall provide evidence of the foregoing.

6.3. The execution and delivery of this Agreement by Seller, the execution and delivery of every other document and instrument delivered pursuant to this Agreement by or on behalf of Seller, and the consummation of the transactions contemplated by this Agreement have been duly authorized and validly executed and delivered by Seller, and will not: (a) constitute or result in the breach of or default under any oral or written agreement to which Seller is a party or which affects the Land; (b) constitute or result in a violation of any order, decree or injunction with respect to which Seller and/or the Land is bound; (c) cause or entitle any party to have a right to accelerate or declare a default under any oral or written agreement to which Seller is a party or which affects the Land; and/or, (d) violate any provision of any municipal, state or federal law, statutory or otherwise, to which Seller or the Land may be subject.

6.4. No Other Representations. Except as expressly provided in this Agreement, Purchaser acknowledges that neither Seller nor any agent, attorney, employee or representative of Seller has made any representation regarding the subject matter of this sale, including, but not limited to, representations as to the physical nature or condition of the Land.

6.5. Tenants. Purchaser is the ground lessee of the subject property, and is aware of all current leases and tenants.

6.6. Management: Contracts. There are no management arrangements or service contracts respecting the Land, except those of Purchaser.

6.7. Environmental Matters. Seller has furnished to Purchaser copies of all environmental studies which Seller has had performed or otherwise has in its possession pertaining to the Land, if any. Seller has not used, nor authorized nor allowed the use of the Land for the handling, treatment, storage, disposal or release of any hazardous or toxic substance as defined under any applicable state or federal law or regulation including without limitation CERCLA. Seller has no knowledge of any environmental matters pertaining to said Property and shall

not be liable for any latent or future environmental matters that have not otherwise been previously disclosed and/or identified prior to Closing.

6.8. Land Conditions. Seller represents and warrants that to the best of Seller's knowledge, Seller has no knowledge of, and has received no notice of any conditions which would negatively impact the Land.

7. **Closing Conditions.** Purchaser's obligations to consummate the purchase of the Property pursuant to this Agreement are subject to and conditioned upon the satisfaction of the conditions precedent listed in Sections 9.1 through 9.3.3 hereinafter. In connection with such conditions precedent, Purchaser shall have the obligation to use good faith efforts to attempt to satisfy the conditions precedent at or prior to Closing. Unless Purchaser shall advise Seller in writing that same are not satisfied at or prior to Closing, the conditions precedent shall be deemed fully satisfied. If any of the conditions precedent is not then satisfied, at Seller's election, and upon delivery of written notice to Purchaser at or prior to Closing, Seller may terminate this Agreement and Escrow Agent shall refund the Earnest Money to Purchaser and thereafter the parties shall have no rights, duties or obligations under this Agreement except for those obligations which expressly survive any termination of this Agreement.

7.1. Title. Purchaser's obligations under this Agreement are subject to and conditioned upon Seller's conveyance of Insurable Title to Purchaser, subject only to the Permitted Exceptions and any liens or other encumbrances as may have been caused or created by Purchaser and issuance by Escrow Agent of a Title Policy pursuant to the Title Commitment.

7.2. Land Conditions. Purchaser's obligations under this Agreement are subject and conditioned upon Purchaser determining that they are satisfied with the condition of the Land as determined during the Inspection Period.

7.3. Compliance with Agreement. Purchaser's obligations under this Agreement are subject to and conditioned upon Seller's compliance with all of the terms, conditions, obligations, covenants, representations and warranties as are contained in this Agreement applicable to Seller. These conditions precedent shall be applicable through the Closing date, as may be extended.

8. **Closing.**

8.1. Closing Date and Location. Unless otherwise agreed upon between Seller and Purchaser, the Closing (the **"Closing"**) shall occur no later than thirty (30) days after the Purchaser has obtained necessary governmental approvals and lender financing as described in Section 5.5 above.

8.2. Deliveries at Closing. The purchase and sale of the Property contemplated by this Agreement shall be closed at Closing by the Seller's delivery of a properly executed statutory warranty deed conveying Insurable Fee Simple Title to such Land to Purchaser, subject only to the Permitted Exceptions, and by payment by Purchaser of the Purchase Price for the

Property in the manner provided in Section 3 hereof, and by the execution and delivery of the following documents to be prepared by Purchaser:

8.2.1. A duly executed closing statement itemizing all credits between Seller and Purchaser;

8.2.2. A duly executed certificate of Seller reaffirming the representations and warranties made in Section 8 of this Agreement;

8.2.3. A duly executed affidavit of title with respect to the Land and such other agreements as may be necessary to cause issuance of the Title Policy with an effective date on the Closing Date without exception for mechanics' or materialmen's liens, other statutory liens, or the rights of persons in possession, or for the "filing and indexing gap", which shall mean the risk that notice of intervening liens might be filed, recorded, indexed, or all of the above, subsequent to the time of the last title check down prior to Closing and prior to the filing, recording, indexing, or all of the above, of the closing documents that are to be filed, recorded and indexed in the public records (it shall be a condition of Closing that Purchaser is issued the Title Policy at Closing in the manner described herein);

8.2.4. A duly executed certificate with respect to Section 1445 of the Internal Revenue Code of 1986, as amended, stating, among other things, that Seller is not a foreign corporation or non-resident alien, as defined in the Code and regulations issued pursuant thereto;

8.2.5. A real estate reporting transferor identification, showing Seller's correct federal tax identification number, to enable the closing attorneys to complete and file the required IRS Form 1099-S;

8.2.6. Physical possession of all the Property; and

8.2.7. Such other instruments, documents, certificates, affidavits or agreements as are customary for closings in Mobile County, Alabama, and reasonably requested by Escrow Agent, the title company, or counsel.

8.3. Closing Costs. At the Closing, Seller and Purchaser shall respectively pay the following costs and expenses:

8.3.1. Seller shall pay any fees and expenses of the Seller's attorneys for preparation of the statutory warranty deed and Purchaser shall pay the fees and expenses of Purchaser's attorneys, all title insurance costs and premiums, prorated ad valorem taxes and all other closing costs or fees.

8.3.2. Purchaser shall record this fully executed Agreement or prepare a Memorandum of Purchase and Sale Agreement and record said Memorandum complete with statutory warranty deed in Mobile County Probate Court, along with the Real Estate Validation Form (RT-1) and pursuant to Section 40-22-1 of the Alabama Code (1975) within ten (10) days of Closing.

9. **Condemnation.** In the event, at any time between the Effective Date of this Agreement and the Closing, all or any portion of the Land which has not yet been purchased by Purchaser is condemned by any legally constituted authority for any public use or purpose (or conveyed in lieu thereof), then Purchaser shall have the right to terminate this Agreement as to the Property, in which event all Earnest Money paid by Purchaser remaining on deposit with Escrow Agent, shall be immediately refunded to Purchaser, and neither Purchaser nor Seller shall have any further liabilities, obligations or rights with regard to this Agreement.

10. **Brokers.** Seller and Purchaser each represent and warrant one to the other that neither has employed, retained, or consulted any real estate broker, agent or other finder in carrying on the negotiations relative to this Agreement and the transaction contemplated hereby.

11. **Default.**

11.1. Seller's Default.

11.1.1. If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Seller's default or breach of any terms or conditions herein contained, or if Seller otherwise defaults in the performance of its obligations under this Agreement, Purchaser may (i) terminate this Agreement and the Earnest Money shall be promptly refunded to Purchaser, or (ii) Purchaser may seek specific performance.

11.1.2. As a condition precedent to the effective exercise of Purchaser's option to terminate this Agreement Purchaser shall give Seller notice in writing, in accordance with the notice provisions of this Agreement, which notice shall state, with particularity, the alleged breach or default or non-performance of Seller and the action required by Seller to cure such breach. Seller shall have a period of ten (10) days after receipt of such notice to cure the alleged default, breach, or non-performance to Purchaser's reasonable satisfaction, and to thereby cure the default and prevent termination of this Agreement.

11.2. Purchaser's Default.

11.2.1. If the sale and purchase of the Property contemplated by this Agreement is not consummated because of the Purchaser's default, the Escrow Agent shall pay the Earnest Money to Seller as the Seller's full liquidated damages, the parties hereto acknowledging that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Purchaser's default. The right to receive the Earnest Money as full liquidated damages is Seller's sole and exclusive remedy in the event of default hereunder by Purchaser, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Purchaser for specific performance under this Agreement or to prove that Seller's actual damages exceed the amount of said sums.

11.2.2. As a condition precedent to the effective exercise of Seller's option to terminate this Agreement, or take other action, pursuant to the provisions of Section 13.2.1 above, Seller shall give Purchaser notice in writing, in accordance with the notice provisions of

this Agreement, which notice shall state, with particularity, the alleged breach or default or non-performance of Purchaser and the action required by Purchaser to cure such breach. Purchaser shall have a period of ten (10) days after receipt of such notice to cure the alleged default, breach, or non-performance to Seller's reasonable satisfaction, and to thereby cure the default and prevent termination of this Agreement. If Purchaser does not cure said default then this Agreement shall terminate and Seller and Purchaser shall be relieved of all obligations under this Agreement, except for those obligations which are expressly provided to survive the termination of this Agreement.

12. **Assignment of Agreement**. This Agreement is not assignable.

13. **Time of Essence**. Time is of the essence hereof.

14. **Notices.** Any notices, requests, or other communications required or permitted to be given hereunder shall be in writing and shall be delivered (i) by United States registered or certified mail, return receipt requested, postage prepaid, (ii) by delivery via a nationally recognized overnight courier service that obtains receipts or a recognized same day courier service that obtains receipts, or (iii) by delivery via electronic (pdf or facsimile) transmission with receipt confirmation and with an original sent by first class mail. Each notice shall be addressed to each party at its address set forth below its signature, or such other addresses as may be changed by the parties by written notice as herein provided. Any such notice, request or other communication shall be considered given or delivered, as the case may be, on the date of courier delivery or electronic transmission, or on the third day after the date of deposit in the United States mail as to notices sent only by certified mail.

Seller:
The City of Mobile, Alabama
Real Estate Asset Management
PO Box 1827
Mobile, AL 36633

Copy to:
The City of Mobile, Alabama
Assistant City Attorney
PO Box 1827
Mobile, AL 36633

Purchaser:
63 S. ROYAL STREET LLC
917 Western Drive, suite 102
Mobile, Al 36609

Copy to:
Douglas L. Anderson
Burr & Forman, LLP
11 North Water Street, Suite 22200
Mobile, AL 36602

15. **Entire Agreement; Modification.** This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the Property and contains the sole and entire understanding between Seller and Purchaser with respect to the Property. All promises, inducements, offers, solicitations, agreements, commitments, representations and warranties heretofore made between such parties are merged into this Agreement. This Agreement shall not be modified or amended in any respect except by a written instrument executed by or on behalf of each of the parties to this Agreement.

16. **Binding Effect; Governing Law.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns (if permitted pursuant to the terms hereof). This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama and it is expressly agreed and stipulated that this Agreement shall be deemed to have been executed and performable by all parties in Mobile County, Alabama. The jurisdiction and venue for any actions arising under this Agreement shall lie in the state and federal courts of Mobile County, Alabama.

17. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument and agreement.

18. **Waiver.** Any condition, right, election, or option of termination, cancellation, or rescission granted by this Agreement to Purchaser or Seller may be waived in writing by such party.

19. **Date of Performance.** If the time period by which or date on which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing(s) must be held, expires on a Saturday, Sunday or legal holiday, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day in the State of Alabama.

20. **Offer; Effective Date.** The execution of this Agreement by Purchaser constitutes an offer to purchase the Land. This Agreement shall be effective as the first day, if any, on which the parties have executed an identical counterpart of this Agreement and an executed counterpart is received by each party (the "**Effective Date**").

21. **Anti-Discrimination.** All of City of Mobile contracts require that parties shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

22. **Indemnification.** Purchaser shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all

claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

23. **Immigration.** By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

24. **Acceptance**. If this Agreement is not executed by Seller and delivered to Purchaser unaltered on or before close of business 8/1/2023, then said offer shall become null and void and of no further effect and all earnest money shall be returned to Purchaser.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Signature page immediately following.

IN WITNESS WHEREOF, the parties hereto have duly signed, sealed, and delivered this Agreement on the dates specified below their signatures.

SELLER:

The City of Mobile, a Municipal Corporation

By: _____

Name: William S. Stimpson

As Its: Mayor

ATTEST:

_____

City Clerk

PURCHASER:

63 S. ROYAL STREET LLC, an Alabama Limited Liability Company

By: _____

Name: J. GAVIN BENDER

Its: Member

EXHIBIT "A"

Land Address: 63 S. Royal St., Mobile, AL 36602

Parcel No. R022906400002291.002, Key No. 02567528

LEGAL DESCRIPTION:

LOT 2, RIVERVIEW PLAZA, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 61, PAGE 70 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

2023

RESOLUTION

Sponsored by: Mayor William S. Stimpson and Councilmember William Carroll

WHEREAS, the City of Mobile, as Seller, and 63 S. Royal Street, LLC, as Purchaser, and with consent of the Mobile City Council via Ordinance Number 88-026, did enter into a certain Purchase and Sale Agreement for the property located at 63 S. Royal Street in Mobile, Alabama; and

WHEREAS, pursuant to Section 5.5 of that Agreement, closing of the subject transaction was to occur no later than December 31, 2023; and

WHEREAS, it is the desire of both Seller and Purchaser to extend the said closing deadline in order that Purchaser may continue to satisfy all contingencies contained in the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mobile that the Seller and Purchaser are hereby authorized to extend the closing deadline until June 30, 2024, and that the Mayor is authorized to execute the attached Extension of Purchase and Sale Agreement to effect same.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Adolph Parker

Amount of Contract:

n/a

Effective Date of Contract:

12/19/2023

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Parker

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Settlement Agreement and Release of Claims - Parker	Resolution Letter	12/14/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	12/14/2023 - 12:04 PM

Legal	Kern, Chris	Approved	12/14/2023 - 2:14 PM
Mayors Office	Montgomery, Brandi	Approved	12/14/2023 - 2:41 PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Adolph Parker, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

\\CITYLAWSRV\Cycom\WPDocs\D013\P006\00122207.doc

AGENDA ITEM SUMMARY SHEET

Agenda of:12/19/2023

Submitted by:
Ricardo A. Woods, City Attorney

Sponsored by:
William S. Stimpson, Mayor

Purpose and Scope of Project:
to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Gregory Reese

Amount of Contract:
n/a

Effective Date of Contract:
12/19/2023

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Reese

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Settlement Agreement and Release of Claims - Reese	Resolution Letter	12/13/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	12/13/2023 - 12:59 PM
			12/14/2023 -

Legal	Kern, Chris	Approved	12:04 PM
Mayors Office	Montgomery, Brandi	Approved	12/14/2023 - 2:41 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Gregory Reese, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

\\CITYLAWSRV\Cycom\WPDocs\D012\P006\00122093.doc