



AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, June 17, 2025, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Len Chilton, Public Safety Chaplain

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

June 10, 2025

7. COMMUNICATIONS FROM THE MAYOR

8. ADOPTION OF THE AGENDA

9. APPEALS

Request of Derrick James for a waiver of the Noise Ordinance at Dotch Community Center on June 28, 2025, from 3:00 p.m. - 6:00 p.m. (District 1).

Request of Cynthia Arrington for a waiver of the Noise Ordinance at LeFlore High School on October 9, 2025, from 12:30 p.m. - 2:00 p.m. (District 1).

Request of Kimberly Knight for a waiver of the Noise Ordinance in the blocks of Conception, Conti, and Dauphin Streets on June 29, 2025, from 1:00 p.m. - 7:00 p.m. (District 2).

Request of Johna Brown for a waiver of the Noise Ordinance at 1508 Carlisle Drive on June 28, 2025, from 3:30 p.m. - 8:30 p.m. (District 7).

Request of St. John Lodge #2 for a waiver of the Noise Ordinance at Langan Park on September 27, 2025, from 10:00 a.m. - 4:00 p.m. (District 7).

Request of Edwin Stuardi for a waiver of the Noise Ordinance at 3671 Hayfield Place on November 22, 2025, from 7:00 p.m. - 11:00 p.m. (District 7).

10. PUBLIC HEARINGS

Public hearing to consider proposed modification of a previously approved Planned Unit Development for property located at the East Terminus of Leighton Place Drive (District 4).

Public hearing to declare the structure at 4021, f/k/a 4051, Seabreeze Road North a public nuisance and order it demolished (District 5).

Public hearing to declare the structures at 352-358 Seabreeze Road East and 4001-4017 Seabreeze Road North public nuisances and order them secured/demolished (District 5).

Public hearing to declare the structures at 4000-4016 Seabreeze Road North, 351-359 Seabreeze Road East, 300-322 Seabreeze Court, and 3980 Cresthaven Road public nuisances and order them secured/demolished (District 5).

Public hearing to declare the structures at 4005 Cresthaven Road and 402 Seabreeze Road East public nuisances and order them secured/demolished (District 5).

Public hearing to declare the structures at 403 and 405 Seabreeze Road East public nuisances and order them demolished (District 5).

Public hearing to declare the structure at 4008 Seabreeze Road North a public nuisance and order it demolished (District 5).

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

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Nina Dortch - gun violence and lack of opportunities for citizens.

Robert Clopton - current concerns of WAVE employees.

Reggie Hill - continueto petition for better public safety practices, highlight irregularities in bid regulations, and request investigation on where HUD funds are disbursed.

12. ORDINANCES HELD OVER

64-029 Consider rezoning property located at 2005 Old Bay Front Drive and 4182 Commanders Drive from R-1 to I-2 (sponsored by Councilmember Small).

64-030 Amend the Unified Development Code by adding Article 15 "Historic Avenue Overlay" (sponsored by Mayor Stimpson).

13. RESOLUTIONS HELD OVER

01-804 Authorize Landfill Accounting Agreement with the Solid Waste Disposal Authority (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

08-807 Approve purchase order to Long Lewis Ford of the Shoals, Inc. for Ford Cargo Van for Museum of Art; \$50,688.50 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-808 Approve purchase order to Sunbelt Fire, Inc. for 30 sets of fire bunker gear; \$146,550.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-810 Approve purchase order to Truck Equipment Sales, Inc. for five Ford extended cab pickup trucks; \$301,265.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-811 Transfer funds from Grant Project Dauphin St. Intersection Improvement to Grant Project STPM7533 for Dauphin Street improvements from Sage Ave. to Rimes Rd.; \$125,000.00 (sponsored by Mayor Stimpson) (submitted by Jennifer White,

Traffic Eng. Dept.).

09-812 Transfer funds from Capital Project Langan Park Lake Dredging to Grant Project Threemile Creek Watershed: Langan Park Storm Water Low Impact Development Project; \$253,600.00 (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Program & Project Mgmt.).

09-813 Transfer funds from Capital Project Langan Park Storm Water to Grant Project Threemile Creek Watershed: Langan Park Storm Water Low Impact Development Project; \$221,000.00 (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Program & Project Mgmt.).

09-814 Transfer funds from Capital Project Capital Improvement Reserves to Capital Project Civic Center Parking Facility (\$150,000.00) and funds from Capital Project Civic Center Marketing to Capital Project Civic Center Parking Facility (\$150,000.00) (sponsored by Mayor Stimpson) (submitted by Scott Collins, Finance Director).

09-815 Authorize funding order for use of funds for new Mobile Arena remaining construction costs (sponsored by Mayor Stimpson) (submitted by Scott Collins, Finance Director).

21-816 Authorize Contract with Moffatt & Nichol, Inc. for construction engineering and inspection services for the Mobile Riverfront Redevelopment Project; \$326,000.00 (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Program and Project Mgmt.).

60-817 Authorize Settlement Agreement and Release of Claims; Populus (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

01-820 Authorize the Foreign Trade Zone Operator Agreement for operator services with Merchants Transfer Company (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

14. ORDINANCES BEING INTRODUCED

64-031 Consider proposed modification of a previously approved Planned Unit Development for property located at the East Terminus of Leighton Place Drive (sponsored by Councilmember Reynolds).

15. CONSENT RESOLUTIONS BEING INTRODUCED

03-822 Appoint Will Graham to the Mobile City County Youth Council (sponsored by

Councilmember Reynolds).

09-823 Transfer funds from District 2 Discretionary Account to Parks & Recreation-James Seals for the Ronnie Williams Memorial (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

09-824 Transfer funds from the District 2 CIP Contingency Account for the critical repair program (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

31-825 Authorize the Mayor to apply, accept and receive a grant from the American Society for the Prevention of Cruelty to Animals for the 2025 Disaster Capacity Building Grant for the Animal Shelter; \$35,000.00 (no local match) (sponsored by Mayor Stimpson) (submitted by Robert Bryant, Animal Services).

40-826 Declare the structure at 4021, f/k/a 4051, Seabreeze Road North a public nuisance and order it demolished (sponsored by Councilmember Daves).

40-827 Declare the structures at 352-358 Seabreeze Road East and 4001-4017 Seabreeze Road North public nuisances and order them secured/demolished (sponsored by Councilmember Daves).

40-828 Declare the structures at 4000-4016 Seabreeze Road North, 351-359 Seabreeze Road East, 300-322 Seabreeze Court, and 3980 Cresthaven Road public nuisances and order them secured/demolished (sponsored by Councilmember Daves).

40-829 Declare the structures at 4005 Cresthaven Road and 402 Seabreeze Road East public nuisances and order them secured/demolished (sponsored by Councilmember Daves).

40-830 Declare the structures at 403 and 405 Seabreeze Road East public nuisances and order them demolished (sponsored by Councilmember Daves).

40-831 Declare the structure at 4008 Seabreeze Road North a public nuisance and order it demolished (sponsored by Councilmember Daves).

58-832 Declare weeds noxious, Weed Lien Group 1665.

60-833 Approve award of special bonus to the Officer of the Month; Monte (sponsored by Mayor Stimpson) (submitted by Chief William Jackson, MPD).

60-834 Determine an appropriation to Brave by Reflections, Inc. serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-835 Determine an appropriation to Opportunity 4 Entertainers & Performing Arts serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-836 Determine an appropriation to State Street Community Development Corporation serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-837 Determine an appropriation to Senior Citizens Services, Inc./Via Helath, Fitness, and Enrichment Center serves a public purpose and approve payment (sponsored by Councilmember Reynolds) (submitted by Donna Bryars, Accounting Dept.).

60-838 Determine an appropriation to Kingdom Covenant Connections, Inc. serves a public purpose and approve payment (sponsored by Councilmember Daves) (submitted by Donna Bryars, Accounting Dept.).

60-839 Determine an appropriation to Foxfire Neighborhood serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

60-840 Determine an appropriation to Opportunity 4 Entertainers & Performing Arts serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

60-841 Determine an appropriation to Forest Hill Elementary School serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

60-842 Determine an appropriation to John Will Elementary School serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

60-843 Determine an appropriation to Mary B. Austin Elementary School serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

60-844 Determine an appropriation to Orchard Elementary School serves a public

purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

09-870 Transfer funds from District 6 Discretionary account to Mobile Regional Community Center to assist with upkeep, special events, and the Center's goals (sponsored by Councilmember Woods) (submitted by Donna Bryars, Accounting Dept.).

60-871 Determine an appropriation to Connie Hudson Senior Center Foundation serves a public purpose and approve payment (sponsored by Councilmember Woods) (submitted by Donna Bryars, Accounting Dept.).

09-872 Declare discretionary fund transfers to Mobile Parks and Recreation-Heroes Park, on April 29, 2025, serve a public purpose (sponsored by Councilmembers Carroll, Small, Reynolds, Daves, and Gregory) (submitted by Ricardo Woods, City Attorney).

09-873 Transfer funds from District 1 Discretionary Account to Mobile Parks and Recreation-Heroes Park and declare said funds serve a public purpose (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

16. CIP RESOLUTIONS BEING INTRODUCED

08-845 Approve purchase order to APT Advanced Polymer Technology Corp. for materials for tennis court repair at Lyons Park; \$18,355.06 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-846 Approve purchase order to Musco Sports Lighting, LLC for new lighting at Westside Park; \$580,000.00 (sponsored by Councilmember Woods and Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-847 Approve purchase order to Tarkett USA, Inc. for flooring at Azalea City Golf Course; \$34,489.97 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

17. RESOLUTIONS BEING INTRODUCED

01-848 Authorize Agreement with Twin City Security, LLC for unarmed guard services at various City facilities; \$200,000.00 per year (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-849 Approve item-based bid for street sweeper, brooms, and mandrels

(sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-850 Approve purchase order to Gulf South Metals, LLC for patio canopies for various fire stations; \$40,701.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-851 Approve purchase order to Henry Schein, Inc. for reusable pulse oximetry sensors for MFRD; \$17,325.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-852 Approve purchase order to Locution Systems, Inc. for annual subscription for fire station alerting and 911 dispatching software for MFRD; \$28,270.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-853 Approve purchase order to Long Lewis Ford of the Shoals, Inc. for 1 Ford Bronco Sport and 2 Ford Cargo Vans; \$169,829.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-854 Approve purchase order to Long Lewis Ford of the Shoals, Inc. for Ford F150 Cargo Van for Animal Services; \$56,413.50 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-855 Approve purchase order to Northstar Performance Improvement, LLC for incident investigation workshop for MFRD; \$24,705.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-856 Approve purchase order to Stivers Ford Lincoln, Inc. for 3 Ford pickup trucks and 1 Ford Explorer for Build Mobile; \$131,065.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-857 Approve purchase order to Stivers Ford Lincoln, Inc. for 2025 Ford Cargo Van for Parks Dept.; \$44,786.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-858 Approve purchase order to Sunbelt Fire, Inc. for fire helmet facepieces and parts for MFRD; \$16,500.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-859 Approve purchase order to UJ Chevrolet Co., Inc. for wreck repair for Chevrolet Tahoe; \$20,540.74 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-860 Authorize Contract with A and D Remodeling, LLC for shower renovations at Fire Station #7; \$34,884.00 (sponsored by Councilmember Reynolds and Mayor Stimpson) (submitted by Carleen Stout, REAM Dept.).

21-861 Authorize Contract with Asphalt Services, Inc. for downtown street optimization; resurfacing and striping; \$3,379,238.77 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by John Forrester, Engineering Dept.).

21-862 Authorize Contract with McElhenney Construction Co., LLC for downtown street optimization; removal of traffic signals; \$1,086,470.50 (sponsored by Mayor Stimpson) (submitted by Jennifer White, Traffic Engineering).

21-863 Authorize Contract with Southern View Media, LLC for digital marketing and design services for public safety candidate recruiting; \$4,000.00 per month (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

37-864 Consider the application of Kahtan Ahmed for a Certificate of Public Convenience and Necessity to operate a shuttle service.

60-865 Authorize Settlement Agreement and Release of Claims; Hattenstein (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

18. CALL FOR PUBLIC HEARINGS

41-866 Call for public hearing to consider rezoning property located at 5945, 6000, & 6030 Rangeline Road and 5933 Rabbit Creek Drive from R-A and B-5 to R-1 and B-5 (scheduled for July 22, 2025) (District 4).

41-867 Call for public hearing to consider the modification of a previously approved Planning Approval for property located at the northwest corner of Loyola and Provident Lanes (scheduled for July 22, 2025) (District 7).

41-868 Call for public hearing to consider the modification of a previously approved Planned Unit Development for property located at the northwest corner of Loyola and Provident Lanes (scheduled for July 22, 2025) (District 7).

41-869 Call for public hearing to consider the modification of a previously approved Planned Unit Development for property located at 5487, 5491, and 5495 Hilltop Drive, South (scheduled for July 22, 2025) (District 7).

19. ANNOUNCEMENTS

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

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

Name of Applicant: Derrick James
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-753-7169

Organization (if applicable) Omega Lamplighter

Mailing Address of Applicant 4059 Loyal Station Rd

Telephone No. 251-753-7169 E-mail address dque2@hotmail.com

Location or address of event where amplification will be used:

Dutch Community Center

Date of Event: 6/28/25 Starting Time: 3pm Ending Time 6pm
(NOTE: In residential areas cannot go beyond 10:00 p.m.)

Type of Event: Omega Lamplighter Scholarship Program

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

Music containing obscene language or profanity is prohibited

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



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Name of Applicant: Cynthia Arrington
PLEASE PRINT ALL INFORMATION

Home Phone Number: N/A Cell Number: (251) 232-7263

Organization (if applicable) MCPSS / LEFLORE Magnet High School

Mailing Address of Applicant 8149 Beretta Dr. Theodore, AL 36582

Telephone No. (251) 232-7263 E-mail address Carrington@mcpss.com

Location or address of event where amplification will be used:

lelore High School (700 Donald St.)

Date of Event: Oct. 9, 2025 Starting Time: 12:30p Ending Time 2:00p

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

Type of Event: Homecoming Motorcade

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

Music containing obscene language or profanity is prohibited

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Name of Applicant: Kimberly Knight

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251.725.0197 Cell Number: 251.533.0852

Organization (if applicable) Great Day Latte

Mailing Address of Applicant 1957 Lebaron Dr. W. Mobile, AL 36618

Telephone No. 251.533.0852 E-mail address itsagreatday@greatdaylatte.com

Location or address of event where amplification will be used:

Block of 10 S. Conception St. blocking Conception St/Conti and Conception St/Dauphin St

Date of Event: 6/29/25 Starting Time: 1:00 PM Ending Time 7:00 PM

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

Type of Event: Summer Block Party

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

Music containing obscene language or profanity is prohibited

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

P. O. Box 1827 Mobile, AL 36633

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

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02

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Name of Applicant: Johna Brown

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: (251) 222-1266

Organization (if applicable) _____

Mailing Address of Applicant 3312 Anson Court, Mobile AL 36605

Telephone No. (251) 222-1266 E-mail address johna_brown11@yahoo.com

Location or address of event where amplification will be used:

1508 Carlisle Dr Mobile, AL 36618

Date of Event: 06/28/25 Starting Time: 3:30pm Ending Time 8:30pm

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

Type of Event: Birthday Pool Party

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

Music containing obscene language or profanity is prohibited

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Name of Applicant: St. John Lodge #2
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: (251) 289-0609

Organization (if applicable) St. John Lodge #2

Mailing Address of Applicant 164 New Shiloh Ave Mobile, AL 36607

Telephone No. _____ E-mail address tim_turk@hotmail.com

Location or address of event where amplification will be used:

Langan Park Jimmie Morris Performing Arts Pavilion

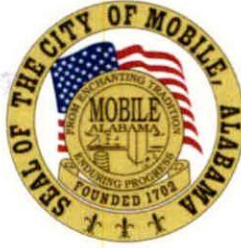
Date of Event: Sept 27th Starting Time: 10am Ending Time 4pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Picnic in the park

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

Music containing obscene language or profanity is prohibited

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

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

Name of Applicant: Edwin Stuardi

PLEASE PRINT ALL INFORMATION

Home Phone Number: n/a Cell Number: 251-379-9952

Organization (if applicable) Studio08 Event Planning

Mailing Address of Applicant 3671 Hayfield Place #H Mobile, AL 36608

Telephone No. 251-379-9952 E-mail address winstuardi@gmail.com

Location or address of event where amplification will be used:

3671 Hayfield Place #H Mobile, AL 36608

Date of Event: 11/22/25 Starting Time: 7:00 pm Ending Time 11:00 PM

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

Type of Event: Wedding

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

Music containing obscene language or profanity is prohibited

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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 the East Terminus of
Leighton Place Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted May 13, 2025, a public hearing will be held on the 17th day of June, 2025, at 10:30 a.m., to consider adoption of an ordinance for the proposed modification of a previously approved Planned Unit Development for property located at the East Terminus of Leighton Place Drive

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planned Unit Development was approved on January 5, 2023, to allow reduced front yard and side yard setbacks, and increased site coverage in an R-1, Single-Family Residential Suburban District, on property located at the East terminus of Leighton Place Drive and described as follows:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE ALONG THE EAST LINE OF SAID QUARTER, RUN SOUTH 00 DEGREES, 01 MINUTES, 00 SECONDS EAST 1023.30 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING SOUTH 00 DEGREES, 45 MINUTES, 07 SECONDS WEST ALONG SAID EAST LINE OF SAID QUARTER, RUN A DISTANCE OF 507.14 FEET TO THE NORTHEAST CORNER OF THE COMMON AREA, AS SHOWN IN THE PLAT OF LEIGHTON VILLAGE, AS RECORDED IN INSTRUMENT NUMBER 2023018780, OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID COMMON AREA, RUN NORTH 89 DEGREES, 12 MINUTES, 08 SECONDS WEST 170.24 FEET TO A POINT; THENCE CONTINUE, ALONG SAID NORTH LINE, RUN SOUTH 57 DEGREES 21 MINUTES 05 SECONDS WEST, 223.84 FEET TO THE SOUTHEAST CORNER OF LOT 23, SAID LEIGHTON VILLAGE; THENCE RUN NORTH 32 DEGREES 37 MINUTES 15 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 23, 139.66 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF LEIGHTON PLACE DRIVE AND A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A DELTA ANGLE OF 09 DEGREES 59 MINUTES 31 SECONDS; THENCE RUN NORTHEASTWARDLY, ALONG SAID CURVE AND SOUTH RIGHT-OF-WAY LINE, AN ARC LENGTH OF 4.36 FEET (CHORD BEARS NORTH 52 DEGREES 39 MINUTES 42 SECONDS EAST, 4.35 FEET) TO A POINT; THENCE ALONG THE EAST LINE OF SAID LEIGHTON VILLAGE, RUN NORTH 32 DEGREES 40

MINUTES 47 SECONDS WEST, 50.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID LEIGHTON PLACE DRIVE, SAID POINT ALSO BEING THE SOUTH LINE OF LOT 9, SAID LEIGHTON VILLAGE; THENCE ALONG THE SOUTH LINE OF SAID LOT 9, RUN NORTH 57 DEGREES 32 MINUTES 26 SECONDS EAST, 20.72 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9; THENCE ALONG THE EAST LINE OF SAID LOT 9, RUN NORTH 32 DEGREES 40 MINUTES 03 SECONDS WEST, 139.86 FEET TO THE NORTHEAST CORNER OF SAID LOT 9; THENCE RUN NORTH 57 DEGREES 22 MINUTES 23 SECONDS EAST, 619.78 FEET TO THE POINT OF BEGINNING.

WHEREAS, the owner of said property applied for a major modification of the Planned Unit Development (PUD) on October 21, 2024, to allow reduced front yard and side yard setbacks, and increased site coverage in an R-1, Single-Family Residential Suburban District.

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

1. Revision of the cul-de-sac to provide a 60-foot radius (120-foot diameter);
2. Revision of the site plan to label the proposed street extension with its name and right-of-way width, and labeled as a public right-of-way;
3. Revision of the site plan to label all lots with their sizes in both square feet and acres, or the furnishing of a table on the site plan providing the same information;
4. Revision of the site plan to provide the revised sizes of the lots around the enlarged cul-de-sac in both square feet and acres;
5. Retention of the setback data and site coverage data in the Site Data table;
6. Revision of the site plan to indicate a City-standard public sidewalk along both sides of the proposed street within the right-of-way;
7. Revision of Note #4 to state that the maintenance of the Common Areas/Detention Areas is the responsibility of the property owners and not the City of Mobile;
8. If easements are indicated on the site plan, placement of a note on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder;
9. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat of the associated subdivision;
10. Compliance with all Engineering comments noted in the staff report;
11. Placement of a note on the site plan stating all Traffic Engineering comments noted in the staff report;
12. Compliance with all Urban Forestry comments noted in the staff report; and,
13. Compliance with all Fire Department comments noted in the staff report.

WHEREAS, the City Council finds that the proposed modification:

- A. Is consistent with all applicable requirements of this Chapter;
- B. Is compatible with the character of the surrounding neighborhood;
- C. Will not impede the orderly development and improvement of surrounding property;
- D. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and

- G. Shall not be detrimental or endanger the public health, safety or general welfare.
- H. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

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

1. Revision of the cul-de-sac to provide a 60-foot radius (120-foot diameter);
2. Revision of the site plan to label the proposed street extension with its name and right-of-way width, and labeled as a public right-of-way;
3. Revision of the site plan to label all lots with their sizes in both square feet and acres, or the furnishing of a table on the site plan providing the same information;
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10. Compliance with all Engineering comments noted in the staff report;
11. Placement of a note on the site plan stating all Traffic Engineering comments noted in the staff report;
12. Compliance with all Urban Forestry comments noted in the staff report; and,
13. Compliance with all Fire Department comments noted in the staff report.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 17th day of June, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 21st day of May, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at the East terminus of Leighton Place Drive.

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on January 5, 2023. The owner of said property has applied for a major modification of the PUD to allow reduced front yard and side yard setbacks, and increased site coverage in an R-1, Single-Family Residential Suburban District. If approved, the major modification will allow reduced front yard and side yard setbacks, and increased site coverage in an R-1, Single-Family Residential Suburban District, subject to the following proposed conditions: 1. Revision of the cul-de-sac to provide a 60-foot radius (120-foot diameter); 2. Revision of the site plan to label the proposed street extension with its name and right-of-way width, and labeled as a public right-of-way; 3. Revision of the site plan to label all lots with their sizes in both square feet and acres, or the furnishing of a table on the site plan providing the same information; 4. Revision of the site plan to provide the revised sizes of the lots around the enlarged cul-de-sac in both square feet and acres; 5. Retention of the setback data and site coverage data in the Site Data table; 6. Revision of the site plan to indicate a City-standard public sidewalk along both sides of the proposed street within the right-of-way; 7. Revision of Note #4 to state that the maintenance of the Common Areas/Detention Areas is the responsibility of the property owners and not the City of Mobile; 8. If easements are indicated on the site plan, placement of a note on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder; 9. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat of the associated subdivision; 10. Compliance with all Engineering comments noted in the staff report; 11. Placement of a note on the site plan stating all Traffic Engineering comments noted in the staff report; 12. Compliance with all Urban Forestry comments noted in the staff report; and, 13. Compliance with all Fire Department comments noted in the staff report.

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

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

Sponsored by: Councilmember Ben Reynolds

WHEREAS, a Planned Unit Development was approved on January 5, 2023, to allow reduced front yard and side yard setbacks, and increased site coverage in an R-1, Single-Family Residential Suburban District, on property located at the East terminus of Leighton Place Drive and described as follows:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE ALONG THE EAST LINE OF SAID QUARTER, RUN SOUTH 00 DEGREES, 01 MINUTES, 00 SECONDS EAST 1023.30 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING SOUTH 00 DEGREES, 45 MINUTES, 07 SECONDS WEST ALONG SAID EAST LINE OF SAID QUARTER, RUN A DISTANCE OF 507.14 FEET TO THE NORTHEAST CORNER OF THE COMMON AREA, AS SHOWN IN THE PLAT OF LEIGHTON VILLAGE, AS RECORDED IN INSTRUMENT NUMBER 2023018780, OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID COMMON AREA, RUN NORTH 89 DEGREES, 12 MINUTES, 08 SECONDS WEST 170.24 FEET TO A POINT; THENCE CONTINUE, ALONG SAID NORTH LINE, RUN SOUTH 57 DEGREES 21 MINUTES 05 SECONDS WEST, 223.84 FEET TO THE SOUTHEAST CORNER OF LOT 23, SAID LEIGHTON VILLAGE; THENCE RUN NORTH 32 DEGREES 37 MINUTES 15 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 23, 139.66 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF LEIGHTON PLACE DRIVE AND A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A DELTA ANGLE OF 09 DEGREES 59 MINUTES 31 SECONDS; THENCE RUN NORTHEASTWARDLY, ALONG SAID CURVE AND SOUTH RIGHT-OF-WAY LINE, AN ARC LENGTH OF 4.36 FEET (CHORD BEARS NORTH 52 DEGREES 39 MINUTES 42 SECONDS EAST, 4.35 FEET) TO A POINT; THENCE ALONG THE EAST LINE OF SAID LEIGHTON VILLAGE, RUN NORTH 32 DEGREES 40 MINUTES 47 SECONDS WEST, 50.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID LEIGHTON PLACE DRIVE, SAID POINT ALSO BEING THE SOUTH LINE OF LOT 9, SAID LEIGHTON VILLAGE; THENCE ALONG THE SOUTH LINE OF SAID LOT 9, RUN NORTH 57 DEGREES 32 MINUTES 26 SECONDS EAST, 20.72 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9; THENCE ALONG THE EAST LINE OF SAID LOT 9, RUN NORTH 32 DEGREES 40 MINUTES 03 SECONDS WEST, 139.86 FEET TO THE NORTHEAST CORNER OF SAID LOT 9; THENCE RUN NORTH 57 DEGREES 22 MINUTES 23 SECONDS EAST, 619.78 FEET TO THE POINT OF BEGINNING.

WHEREAS, the owner of said property applied for a major modification of the Planned Unit Development (PUD) on October 21, 2024, to allow reduced front yard and side yard setbacks, and increased site coverage in an R-1, Single-Family Residential Suburban District.

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

1. Revision of the cul-de-sac to provide a 60-foot radius (120-foot diameter);
2. Revision of the site plan to label the proposed street extension with its name and right-of-way width, and labeled as a public right-of-way;
3. Revision of the site plan to label all lots with their sizes in both square feet and acres, or the furnishing of a table on the site plan providing the same information;
4. Revision of the site plan to provide the revised sizes of the lots around the enlarged cul-de-sac in both square feet and acres;
5. Retention of the setback data and site coverage data in the Site Data table;
6. Revision of the site plan to indicate a City-standard public sidewalk along both sides of the proposed street within the right-of-way;
7. Revision of Note #4 to state that the maintenance of the Common Areas/Detention Areas is the responsibility of the property owners and not the City of Mobile;
8. If easements are indicated on the site plan, placement of a note on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder;
9. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat of the associated subdivision;
10. Compliance with all Engineering comments noted in the staff report;
11. Placement of a note on the site plan stating all Traffic Engineering comments noted in the staff report;
12. Compliance with all Urban Forestry comments noted in the staff report; and,
13. Compliance with all Fire Department comments noted in the staff report.

WHEREAS, the City Council finds that the proposed modification:

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

- F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- G. Shall not be detrimental or endanger the public health, safety or general welfare.
- H. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

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

- 1. Revision of the cul-de-sac to provide a 60-foot radius (120-foot diameter);
- 2. Revision of the site plan to label the proposed street extension with its name and right-of-way width, and labeled as a public right-of-way;
- 3. Revision of the site plan to label all lots with their sizes in both square feet and acres, or the furnishing of a table on the site plan providing the same information;
- 4. Revision of the site plan to provide the revised sizes of the lots around the enlarged cul-de-sac in both square feet and acres;
- 5. Retention of the setback data and site coverage data in the Site Data table;
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- 7. Revision of Note #4 to state that the maintenance of the Common Areas/Detention Areas is the responsibility of the property owners and not the City of Mobile;
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- 9. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat of the associated subdivision;
- 10. Compliance with all Engineering comments noted in the staff report;
- 11. Placement of a note on the site plan stating all Traffic Engineering comments noted in the staff report;
- 12. Compliance with all Urban Forestry comments noted in the staff report; and,
- 13. Compliance with all Fire Department comments noted in the staff report.

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

Adopted:

Lisa Lambert, City Clerk

**195, LLC
East terminus of Leighton Place Drive
Council District 4
Ben Reynolds**



THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

May 8, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on December 19, 2024, considered the request of 195, LLC for a Major Modification of a previously approved Planned Unit Development (PUD) allowing reduced front yard and side yard setbacks, and increased site coverage in an R-1, Single-Family Residential Suburban District, for the property located at the East terminus of Leighton Place Drive.

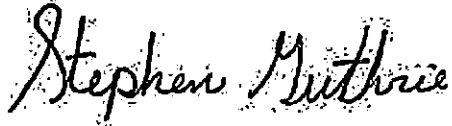
After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Revision of the cul-de-sac to provide a 60-foot radius (120-foot diameter);
2. Revision of the site plan to label the proposed street extension with its name and right-of-way width, and labeled as a public right-of-way;
3. Revision of the site plan to label all lots with their sizes in both square feet and acres, or the furnishing of a table on the site plan providing the same information;
4. Revision of the site plan to provide the revised sizes of the lots around the enlarged cul-de-sac in both square feet and acres;
5. Retention of the setback data and site coverage data in the Site Data table;
6. Revision of the site plan to indicate a City-standard public sidewalk along both sides of the proposed street within the right-of-way;
7. Revision of Note #4 to state that the maintenance of the Common Areas/Detention Areas is the responsibility of the property owners and not the City of Mobile;
8. If easements are indicated on the site plan, placement of a note on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder;
9. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat of the associated subdivision;
10. Compliance with all Engineering comments noted in the staff report;

11. Placement of a note on the site plan stating all Traffic Engineering comments noted in the staff report;
12. Compliance with all Urban Forestry comments noted in the staff report; and,
13. Compliance with all Fire Department comments noted in the staff report.

Copies of the application and reports are attached.

Sincerely,

A handwritten signature in cursive script that reads "Stephen Guthrie". The ink is dark and the signature is fluid.

Stephen Guthrie
Deputy Director, Planning & Zoning Department

dla
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

REVISED

January 24, 2025

195, LLC
549 Congress Street
Mobile, Alabama 36603

Re: East terminus of Leighton Place Drive
MOD-003120-2024
Leighton Village Subdivision, Phase III
195, LLC
District 4

Major Modification of a previously approved Planned Unit Development allowing reduced front yard and side yard setbacks, and increased site coverage in an R-1, Single-Family Residential Suburban District.

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

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

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

- a. The request is consistent with all applicable requirements of this Chapter;
- b. The request is compatible with the character of the surrounding neighborhood;
- c. The request will not impede the orderly development and improvement of surrounding property;
- d. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- e. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- f. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- g. The request shall not be detrimental or endanger the public health, safety or general welfare.
- h. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

1. Revision of the cul-de-sac to provide a 60-foot radius (120-foot diameter);
2. Revision of the site plan to label the proposed street extension with its name and right-of-way width, and labeled as a public right-of-way;
3. Revision of the site plan to label all lots with their sizes in both square feet and acres, or the furnishing of a table on the site plan providing the same information;
4. Revision of the site plan to provide the revised sizes of the lots around the enlarged cul-de-sac in both square feet and acres;
5. Retention of the setback data and site coverage data in the Site Data table;
6. Revision of the site plan to indicate a City-standard public sidewalk along both sides of the proposed street within the right-of-way;
7. Revision of Note #4 to state that the maintenance of the Common Areas/Detention Areas is the responsibility of the property owners and not the City of Mobile;
8. If easements are indicated on the site plan, placement of a note on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder;
9. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat of the associated subdivision;
10. Compliance with all Engineering comments noted in the staff report;
11. Placement of a note on the site plan stating all Traffic Engineering comments noted in the staff report;
12. Compliance with all Urban Forestry comments noted in the staff report; and,
13. Compliance with all Fire Department comments noted in the staff report.

The advertising fee for this application based on the current legal description is **\$691.98**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

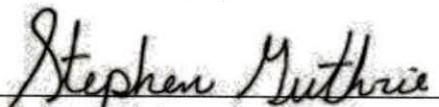
If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION

Jennifer Denson, Secretary

By:



Stephen Guthrie

Deputy Director of Planning and Zoning



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:	195, LLC	
Firm:	195, LLC	
Phone:	251-298-8129	
Email:	contact@acre.dev	
Address:	PO Box 7845, Mobile, AL 36670	

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

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

Revised February 2023

	Owner	Design Professional
Name:	Two owners	Anchor Engineering
Firm:		
Phone:		(251) 459-8470
Email:		dsmith@anchoreng.com
Address:		918 Government Street, Mobile AL 36602

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

Property Address

04003597

Property Area (acres or square feet)

Parcel Number(s) or Key Number(s)

PUD

Same, PUD

Present Zoning or Transect District

Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Owner Signature

Date



10/21/24

Applicant or Agent Signature (if applicable)

Date

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

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



10/21/24

Applicant or Agent Signature

Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

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

Revised February 2023

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

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

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

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

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

Comp plan calls for suburban neighborhood, which is exactly what this is.

Suburban neighborhood

Future Land Use Map (FLUM) Designation

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

Extension of the existing phases of the neighborhood (same builder as well)

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

N/A

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

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

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

Revised February 2023

6. Please provide the following information:

- ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

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

☐ Lighting:

☐ Hours of operation:

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

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.
N/A

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.

More housing in a desirable area

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

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

Revised February 2023



Plan Submission Contact Information

Name of Project Leighton Village subdivision
Address Parcel Key: 04003597
Owner AUDUBON PROPERTIES LLC
Address PO BOX 850669 Zip Code 36685
Phone _____ Fax _____ Email twilleybuilders@bellsouth.net
Authorized Agent 195, LLC
Address PO Box 7845 Zip Code 36670
Phone 251-298-8129 Fax _____ Email contact@acre.dev
Contractor TBD
Address _____ Zip Code _____
Phone _____ Fax _____ Email _____
Civil Engineer Anchor Engineering
Address 918 Government Street Zip Code 36602
Phone (251) 459-8470 Fax _____ Email dsmith@anchordbg.com
Architect TBD
Address _____ Zip Code _____
Phone _____ Fax _____ Email _____
Submitted by: [Signature] 195 LLC
Signature _____ Print _____
10/21/24 Agent
Date _____ Affiliation to project/Organization _____



Owner's Letter of Authorization

I, Kurt Besson, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 4066 Leighton Place Dr.

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

195, LLC
Designee (1)

patjessalex@comcast.net
Email

251-605-6738
Phone Number

Kurt Besson
Signature of Property Owner

Designee (2)

Email

Phone Number

Nov 19 2024
Date

lot 1 4074



City of Mobile • Planning & Zoning

Owner's Letter of Authorization

I, Rick Twilley, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 4074 Leighton Place Dr.

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

195, LLC
Designee (1)

twilleybuilders@bellsouth.net
Email

251-422-8900
Phone Number

[Signature]
Signature of Property Owner

Designee (2)

Email

Phone Number

10-4-24
Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633
For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Revised February 2022

Lot 2 4070



City of Mobile • Planning & Zoning

Owner's Letter of Authorization

I, Rick Twilley, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 4070 Leighton Place Dr.

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

195, LLC
Designee (1)
twilleybuilders@bellsouth.net
Email
251-422-8900
Phone Number
[Signature]
Signature of Property Owner

Designee (2)

Email

Phone Number
10-11-24
Date

#1



City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, Rick Twilley, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of Audubon Properties LLC, a corporation for the property located within the city limits of Mobile, Alabama at 4074 Leighton Place Drive.

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

195, LLC
Designee (1)
twilley.builders@bellsouth.net
Email
251-422-8900
Phone Number

[Signature]
Signature of Company Owner

Designee (2)

Email

Phone Number
10-4-24
Date

#2



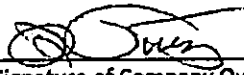
City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, Rick Twilley, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of Twilley Builders Inc., a corporation for the property located within the city limits of Mobile, Alabama at 4070 Leighton Place Drive.

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

195, LLC
Designee (1)
twilleybuilders@bellsouth.net
Email
251-422-8900
Phone Number


Signature of Company Owner

Designee (2)

Email

Phone Number

Date

#23



City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, Rick Twilley, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of Audubon Properties LLC, a corporation for the property located within the city limits of Mobile, Alabama at 4031 Leighton Place Drive.

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

195, LLC
 Designee (1)
twilleybuilders@bellsouth.net
 Email
251-422-8900
 Phone Number

[Signature]
 Signature of Company Owner

 Designee (2)

 Email

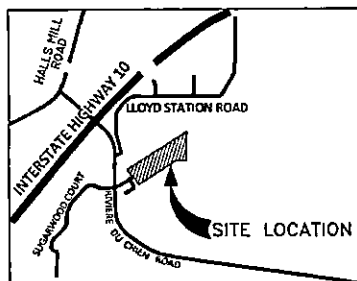
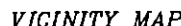
 Phone Number

10-4-24
 Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633
 For more information: www.BuildMobile.org | planning@cityofmobile.org | 251-208-5895
 Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Revised February 2022

- RIVIERE DU CHIEN ROAD (60' R/W)



(NOT TO SCALE)

THE WOODLANDS GROUP
Surveying Solutions

CLIENT: THULEY BUILDERS, INC.	DATE: 10/08/2019
FIELD WORK BY: CE CG	DRAWING NO.: 14003-69
DRAWN BY: CK	CHECKED BY: P
	SHEET 1 OF 1
SCALE: 1"=50'	

LEIGHTON VILLAGE
LIEGHTON PLACE DRIVE, MOBILE,
MOBILE COUNTY, ALABAMA
SECTION-13, TOWNSHIP-5-SOUTH, RANGE-2-WEST

REFERENCE MATERIAL	DATE
RECORD PLANT OF LEIGHTON PLACE PHASE ONE - BOOK 6337 PAGE 797	07/25/2008

OK TWILLEY, PRESIDENT OF TWILLEY BUILDERS, INC., AS OWNER OF THE LAND EMBRACED AND SHOWN IN AND BY THIS MAP OR PLAT OF SURVEY AND SUBDIVISION HEREBY ACCEPT THIS MAP AND PLAT OF SURVEY AND CERTIFY THAT THE SAME IS TRUE AND CORRECT.

3-28-23

TESTIFICATION OF NOTARY PUBLIC:

STATE OF ALABAMA
CITY OF MOBILE

THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, HEREBY CERTIFY THAT KICK TILLEY, PRESIDENT OF TILLEY BUILDERS, WHOSE NAME AS OWNERS, ARE SIGNED TO THE OREGGONG CERTIFICATE AND WHO ARE KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY, HAT BEING INFORMED OF CONTENTS OF SAID CERTIFICATE, HE AND SHE AS OWNERS, EXECUTED THE SAME VOLUNTARILY ON THE DAY THE SAME BEARS DATE.

EVEN, UNDER MY HAND AND SEAL THIS 28th DAY OF MARCH 2023

Guendolen W. Hall
NOTARY PUBLIC

COMMISSION EXPIRES: 6-4-2025



PROPERTY DESCRIPTION (PER THIS SURVEY)

COUNTY OF MOBILE
STATE OF ALABAMA

THENCE AT A POINT BEING USED AS THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP-5-SOUTH, RANGE-2-WEST, MOBILE COUNTY, ALABAMA; THENCE RUN S 01°00'E 1,023.30 FEET ALONG THE EAST LINE OF SAID NORTHWEST QUARTER TO A POINT; THENCE THRU SOUTH 57°21'09" WEST 819.78 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN SOUTH 32°39'00" EAST 133.95 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF LEIGHTON PLACE DRIVE; THENCE RUN SOUTH 57°21'09" WEST 101.11 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF LEIGHTON PLACE DRIVE; THENCE RUN SOUTH 57°21'00" WEST 20.87 FEET TO A POINT; THENCE RUN SOUTH 32°39'00" EAST 50.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF LEIGHTON PLACE DRIVE, WITH A NON-TANGENT CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 4.35 FEET, A CHORD BEARING SOUTH 52°02'21" WEST, AND A CHORD LENGTH OF 19.94 FEET; THENCE RUN SOUTH 57°21'09" WEST 101.11 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN SOUTH 57°21'22" EAST 223.84 FEET TO A POINT; THENCE RUN SOUTH 69°16'48" EAST 170.00 FEET TO A POINT; THENCE RUN SOUTH 00°45'34" WEST 143.72 FEET TO A POINT; THENCE RUN SOUTH 21°22" WEST 77.72 FEET TO A POINT; THENCE RUN NORTH 32°38'38" WEST 81.06 FEET TO A POINT; THENCE RUN NORTH 28°38'16" WEST 133.18 FEET TO A POINT; THENCE RUN SOUTH 57°21'22" EAST 143.72 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THE NORTHERLY RIGHT-OF-WAY LINE OF LEIGHTON PLACE DRIVE; THENCE RUN NORTH 32°38'17" WEST 80.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF LEIGHTON PLACE DRIVE; THENCE RUN ALONG D NORTHERLY RIGHT-OF-WAY LINE SOUTH 57°21'00" WEST 25.00 FEET TO A POINT; THENCE RUN SOUTH 32°42'27" WEST 140.00 FEET TO A POINT; THENCE RUN NORTH 57°21'09" EAST 803.00 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; BEING THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP-5-SOUTH, RANGE-2-WEST, MOBILE COUNTY, ALABAMA.

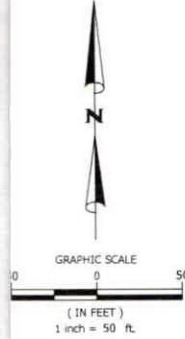
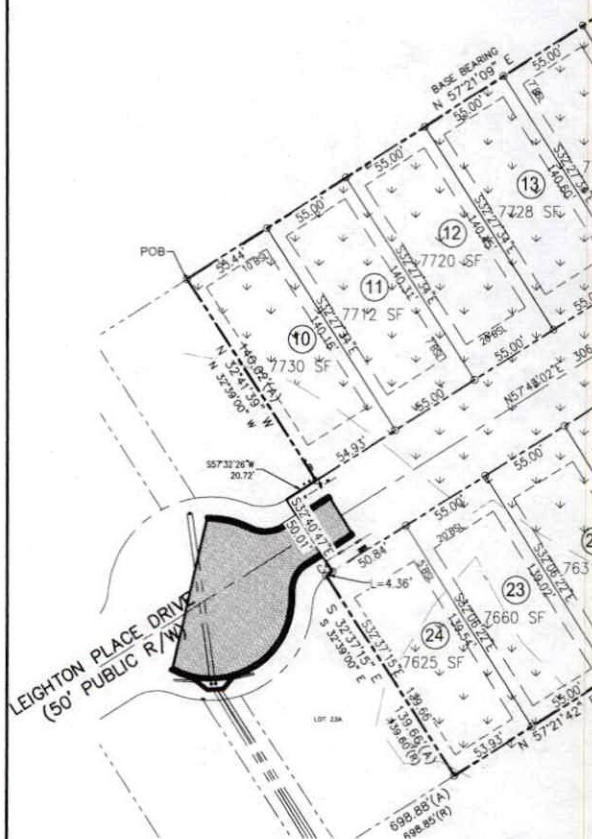
REVIEWER'S CERTIFICATION:

STATE OF ALABAMA, COUNTY OF MOBILE
JUSTIN PALMER, A LICENSED PROFESSIONAL SURVEYOR IN MOBILE COUNTY, ALABAMA, HEREBY
JUSTIFY THAT ALL PARTS OF THIS PLAT AND DRAINING HAVE BEEN COMPLETED IN ACCORDANCE
WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE
STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.


 JUSTIN PALMER, PLS DATE 03/27/2023
 LICENSE NO. 34934
 CERTIFICATE OF AUTHORIZATION - 1073 - LS
 IE WOODLANDS GROUP LLC
 1681 US HWY. 98, FAIRHOPE, AL 36532
 PHONE: 251-829-4774



R023306132000001.003
COLLIAS BESS L C/O ADVISER
INVESTMENTS
85 WELLS AVE STE 109
NEWTON CENTER, MA 02459



RECORD'S NOTES:
OF SURVEY: **ALTA/HP'S LAND TITLE SURVEY**
ING BASED ON RTK GPS DATUM. SETBACKS BASED
2ND PLAT.
ERTY IS LOCATED IN FLOOD ZONE X-UNSHADED AS
FROM FEDERAL INSURANCE ADMINISTRATION FLOOD
BOUNDARY MAP **010870** PANEL NO. 0657 SUFFIX **L**
LINE 8, 2020.
E IS NO VISIBLE POSTED ADDRESS OF THE SUBJECT
TY.
SUBJECT PROPERTY SURVEYED CONTAINS AN AREA
VORES (352,913.89 SQUARE FEET), MORE OR LESS.
S WERE NO STRIPPED PARKING SPACES LOCATED ON
JECT PROPERTY AT THE TIME OF SURVEY.
HE TIME OF SURVEY, THERE WAS NO OBSERVABLE
E OF PARTY OR COMMON WALLS ON THE SUBJECT
TY.
LOCATION OF THE UTILITIES SHOWN HEREON ARE
BSERVED VISIBLE EVIDENCE OF ABOVE GROUND
DIMANCES ONLY.
HE TIME OF SURVEY, THERE WAS NO OBSERVABLE
E OF EARTH MOVING WORK, BUILDING CONSTRUCTION
LONG ADDITIONS.
THE TIME OF SURVEY, THERE WERE NO CHANGES IN
RIGHT OF WAY LINES OR OBSERVABLE EVIDENCE OF
OR SIDEWALK REPAIRS.
JECT PROPERTY HAS DIRECT NO ACCESS TO
N PLACE DRIVE, WHICH IS A DEDICATED, PUBLIC
F-WAY.
THE TIME OF SURVEY, THERE WAS NO OBSERVABLE
E OF THE SITE BEING USED AS A CEMETERY.
77E FEATURES SHOWN ON THIS PLAT MAY BE SHOWN
SCALE FOR CLARITY. ALL DIMENSIONS SHOWN ARE
AND DECIMALS THEREOF.
OFFSITE EASEMENTS BENEFITTING THE PROPERTY, IF
E SHOWN HEREON BASED ON DOCUMENTS PROVIDED
FIRM. NO IMPROVEMENTS HAVE BEEN LOCATED
OFFSITE EASEMENTS.
COMPONENT PARCELS OF THE LAND SHOWN ON THE
ARE CONTIGUOUS AND THERE ARE NO APPARENT
GORES BETWEEN THEM.

RECORD'S CERTIFICATION
IS TO CERTIFY THAT THIS MAP OR PLAT AND THE
EY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE
THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS
ALTA/HP'S LAND TITLE SURVEYS, JOINTLY ESTABLISHED
ADOPTED BY ALTA AND HP'S, AND INCLUDES ITEMS 1, 2,
8A, 6B, 7A, 7B, 7C, 8, 9, 13, 14, 16, 17, 18 AND 20
ABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON
EMBER 21st, 2024.

BETT ORRELL, P.L.S. ALA. LICENSE NO. 31838-S



Vicinity Map
N.T.S.



Leighton Village - Phase III

A Residential Subdivision

Mobile, Alabama

PUD MOD SITE PLAN

PROJECT NO: 24-0082
DATE: 11/05/2024
DRAWN: HBJ
CHECKED: BDS
TITLE: PUD MOD SITE PLAN

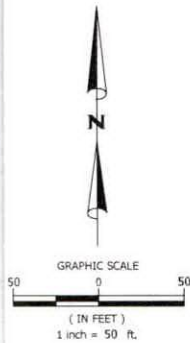
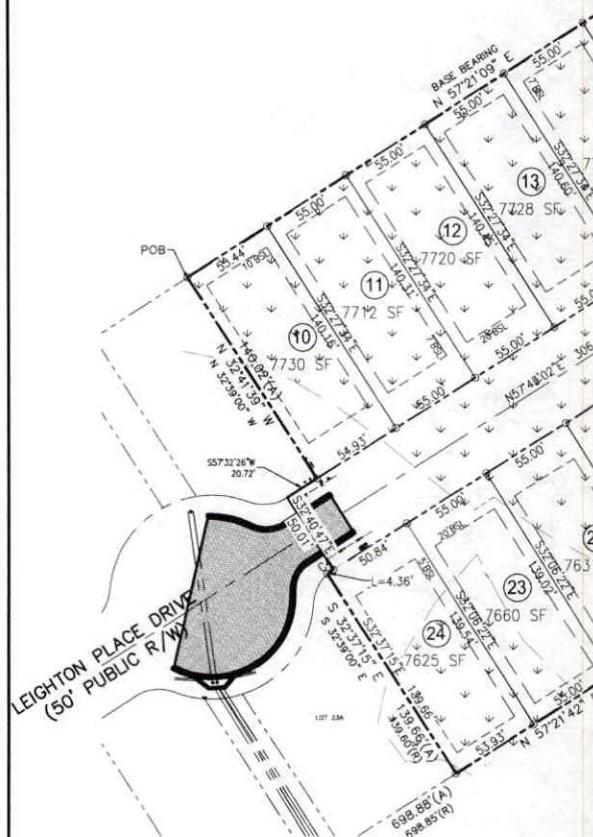
REVISION:

SHEET:

1 of 1

While the final plat for the front two phases shows lots in the rear phase, for some reason the existing PUD did not account for these lots being developed and houses ultimately built. This PUD modification allows for that final phase to be constructed.

R023306132000001.003
COLLIAS BESS L C/O ADVISER
INVESTMENTS
85 WELLS AVE STE 109
NEWTON CENTER, MA 02459



VEYOR'S NOTES:
DATE OF SURVEY: **ALTA/NSPS LAND TITLE SURVEY**
RING BASED ON RTK GPS DATUM. SETBACKS BASED
CORD PLAT.
PROPERTY IS LOCATED IN FLOOD ZONE X-UNSHADED AS
FROM FEDERAL INSURANCE ADMINISTRATION FLOOD
3 BOUNDARY MAP **010670** PANEL NO. 0657 SUFFIX **L**
JUNE 8, 2022.
THERE IS NO VISIBLE POSTED ADDRESS OF THE SUBJECT
PROPERTY.
SUBJECT PROPERTY SURVEYED CONTAINS AN AREA
ACRES (352,913.89 SQUARE FEET), MORE OR LESS.
THERE WERE NO STRIPED PARKING SPACES LOCATED ON
SUBJECT PROPERTY AT THE TIME OF SURVEY.
THE TIME OF SURVEY, THERE WAS NO OBSERVABLE
EVIDENCE OF PARTY OR COMMON WALLS ON THE SUBJECT
PROPERTY.
LOCATION OF THE UTILITIES SHOWN HEREON ARE
OBSERVED VISIBLE EVIDENCE OF ABOVE GROUND
UTILITIES ONLY.
THE TIME OF SURVEY, THERE WAS NO OBSERVABLE
EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION
OR ADDITIONS.
THE TIME OF SURVEY, THERE WERE NO CHANGES IN
RIGHT OF WAY LINES OR OBSERVABLE EVIDENCE OF
OR SODIALLY REPAIRS.
SUBJECT PROPERTY HAS DIRECT NO ACCESS TO
ON PLACE DRIVE, WHICH IS A DEDICATED, PUBLIC
OF-WAY.
THE TIME OF SURVEY, THERE WAS NO OBSERVABLE
EVIDENCE OF THE SITE BEING USED AS A CEMETERY.
THE FEATURES SHOWN ON THIS PLAT MAY BE SHOWN
SCALE FOR CLARITY. ALL DIMENSIONS SHOWN ARE
AND DECIMALS THEREOF.
OFFSITE EASEMENTS BENEFITING THE PROPERTY, IF
RE SHOWN HEREON BASED ON DOCUMENTS PROVIDED
S FORM. NO IMPROVEMENTS HAVE BEEN LOCATED
OFFSITE EASEMENTS.
COMPONENT PARCELS OF THE LAND SHOWN ON THE
ARE CONTIGUOUS AND THERE ARE NO APPARENT
OR GORES BETWEEN THEM.

VEYOR'S CERTIFICATION
I DO HEREBY CERTIFY THAT THIS MAP OR PLAT AND THE
WORK ON WHICH IT IS BASED WERE MADE IN ACCORDANCE
THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS
ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED
ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2,
6A, 6B, 7A, 7B, 7C, 8, 9, 13, 14, 15, 17, 18 AND 20
TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON
OCTOBER 21st, 2024.

RETT ORRELL, P.L.S. ALA. LICENSE NO: 31836-S



Vicinity Map
N.T.S.



Leighton Village - Phase III

A Residential Subdivision
Mobile, Alabama

PUD MOD SITE PLAN

PROJECT NO: 24-0062
DATE: 11/05/2024
DRAWN: HBJ
CHECKED: BDS
TITLE: PUD MOD SITE PLAN

REVISION:

SHEET:

1 of 1

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MOBILE, STATE OF ALABAMA AND IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE ALONG THE EAST LINE OF SAID QUARTER, RUN SOUTH 00 DEGREES, 01 MINUTES, 00 SECONDS EAST 1023.30 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING SOUTH 00 DEGREES, 45 MINUTES, 07 SECONDS WEST ALONG SAID EAST LINE OF SAID QUARTER, RUN A DISTANCE OF 507.14 FEET TO THE NORTHEAST CORNER OF THE COMMON AREA, AS SHOWN IN THE PLAT OF LEIGHTON VILLAGE, AS RECORDED IN INSTRUMENT NUMBER 2023018780, OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID COMMON AREA, RUN NORTH 89 DEGREES, 12 MINUTES, 08 SECONDS WEST 170.24 FEET TO A POINT; THENCE CONTINUE, ALONG SAID NORTH LINE, RUN SOUTH 57 DEGREES 21 MINUTES 05 SECONDS WEST, 223.84 FEET TO THE SOUTHEAST CORNER OF LOT 23, SAID LEIGHTON VILLAGE; THENCE RUN NORTH 32 DEGREES 37 MINUTES 15 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 23, 139.66 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF LEIGHTON PLACE DRIVE AND A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A DELTA ANGLE OF 09 DEGREES 59 MINUTES 31 SECONDS; THENCE RUN NORTHEASTWARDLY, ALONG SAID CURVE AND SOUTH RIGHT-OF-WAY LINE, AN ARC LENGTH OF 4.36 FEET (CHORD BEARS NORTH 52 DEGREES 39 MINUTES 42 SECONDS EAST, 4.35 FEET) TO A POINT; THENCE ALONG THE EAST LINE OF SAID LEIGHTON VILLAGE, RUN NORTH 32 DEGREES 40 MINUTES 47 SECONDS WEST, 50.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID LEIGHTON PLACE DRIVE, SAID POINT ALSO BEING THE SOUTH LINE OF LOT 9, SAID LEIGHTON VILLAGE; THENCE ALONG THE SOUTH LINE OF SAID LOT 9, RUN NORTH 57 DEGREES 32 MINUTES 26 SECONDS EAST, 20.72 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9; THENCE ALONG THE EAST LINE OF SAID LOT 9, RUN NORTH 32 DEGREES 40 MINUTES 03 SECONDS WEST, 139.86 FEET TO THE NORTHEAST CORNER OF SAID LOT 9; THENCE RUN NORTH 57 DEGREES 22 MINUTES 23 SECONDS EAST, 619.78 FEET TO THE POINT OF BEGINNING.

3600
200
3800

ARTICLES OF ORGANIZATION
OF
AUDUBON PROPERTIES, LLC

Pursuant to the provisions of The Alabama Limited Liability Company Act, the undersigned hereby adopts the following Limited Liability Company Articles of Organization:

ARTICLE I

The name of the limited liability company is AUDUBON PROPERTIES, LLC.

ARTICLE II

The limited liability company shall have perpetual duration.

ARTICLE III

The purpose of the limited liability company is to engage in rental, buying, selling, development of property in the State of Alabama and to own, operate, and otherwise deal in other businesses, and the company shall have all of the powers listed in Section 10-12-4, Code 1975, from time to time as amended.

ARTICLE IV

The location and mailing address of the initial registered office and agent is Rick Twilley, 6353 Piccadilly Square Dr., Mobile, AL 36609.

ARTICLE V

The initial member of the limited liability company and his mailing address is as follows:

Rick Twilley
P.O. Box 850669
Mobile, AL 36693

ARTICLE VI

Restrictions on the transfer of membership interests and the admission of additional members are provided in the Operating Agreement.

ARTICLE VIII

The limited liability company shall be managed by the member who is the only member:

Rick Twilley
P.O. Box 850669
Mobile, AL 36693

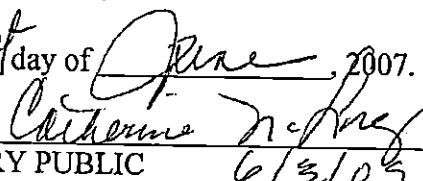
Dated this 1st day of June, 2007.


_____(SEAL)
RICK TWILLEY

STATE OF ALABAMA)
COUNTY OF MOBILE)

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

Given under my hand and seal on this the 1st day of June, 2007.



NOTARY PUBLIC 6/3/07

This Instrument Prepared By:
CLIFFORD C. (KIP) SHARPE
Attorney at Law
Post Office Box 8116
Mobile, Alabama 36689
(251) 343-6700
(lcaud)

State of Alabama-Mobile County
I certify this instrument was filed on:
June 1, 2007 @ 2:55:35 PM
RECORDING FEE \$35.00
S.R. FEE \$2.00
RECORDING FEES \$1.00
TOTAL AMOUNT \$38.00

2007041931
Don Davis, Judge of Probate

00896

ARTICLES OF INCORPORATION
OF
TWILLEY BUILDERS, INC.

RECORD FEE \$6.00
STATE OF ALABAMA
I CERTIFY THIS INSTRUMENT
WAS FILED ON
APR 30 4 04 PM '86
JULY 1986
NOTARY PUBLIC
STATE OF ALABAMA
JULY 1986
NOTARY PUBLIC
STATE OF ALABAMA

2912669

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, acting as incorporators of a corporation under the Code of Alabama, adopt the following Articles of Incorporation for such corporation.

I

The name of this corporation is TWILLEY BUILDERS, INC.

II

The period of its duration is perpetual.

III

The purpose of purposes for which the corporation is organized are as follows:

To engage in the construction of residences, apartment buildings, office buildings, commercial buildings, industrial buildings, or other buildings, or any part or parts thereof, and to engage in the purchase, sale, leasing and development of real property, and to engage in any and all business activities not required to be specifically enumerated herein and not prohibited under the Laws of the State of Alabama and,

pursuant thereto, the corporation shall have all powers expressly conferred upon corporations or enumerated in Section 10-2A-20, et seq. of the Alabama Business Corporation Act, as last amended, together with all powers bestowed upon such corporations under any of the Laws of the State of Alabama, as well as those necessarily implied, and together with the following additional powers:

(a) To borrow money from any source without limitation as to amount of corporate indebtedness or liability, with authority to give any kind or form of obligation or security therefor in carrying out the interests and purposes of these Articles of Incorporation.

(b) To establish agencies and grant franchises to others, including the sale, rental or leasing to others of any product, mechanical device, privilege or trade name of this corporation.

(c) To own, operate, lease, rent and maintain motor vehicles or any other mode of transportation for the purpose of transporting, grading, moving and otherwise re-locating fill materials, goods, wares and merchandise.

(d) To have one or more offices, to carry on all or any of its operations and business and without restriction or limit as to amount to purchase or otherwise acquire, hold, own, mortgage, sell, convey or otherwise dispose of, real and personal property

of every class and description in any of the states, territories, districts or colonies of the United States, and in any and all foreign countries, subject to the laws of such state, territory, district, colony or country.

(e) To exercise and enjoy all rights, powers, privileges and immunities incident to like corporations organized for profit under the Laws of the State of Alabama. The foregoing clauses shall be construed as independent objects, purposes and powers in furtherance of and not in limitation of the general powers conferred by the Laws of the State of Alabama to like corporations, and the enumeration of specific powers above shall not be construed to limit or restrict the general powers of the corporation.

P 29128 270

IV

The aggregate number of shares which the corporation shall have authority to issue shall be Twenty-five Thousand (25,000) Shares, with each share having a par value of One and No/100 (\$1.00) Dollar per share.

V

Shareholders of the corporation shall have no pre-emptive rights to acquire newly issued shares of stock of the corporation. The unissued shares of stock herein authorized or hereafter increased or created may be issued from time to time for such consideration as may be fixed from time to time by the Board of Directors of the corporation, which may consist of money or property (including stock or securities of this or any other corporation, real property or personal property) or services performed. The judgment of the Board of Directors as to the value of any property or of any services received or resolved to be received in exchange for any issuance shall, in the absence of fraud or bad faith, be conclusive upon all persons.

VI

A director or officer of the corporation shall not be disqualified by his office from dealing or contracting with the corporation as a vendor, purchaser, employee, agent or otherwise; nor shall any transaction, contract or other act of the corporation be void or voidable, or in any other way affected or invalidated by reason of the fact that any director or officer, or any firm in which such director or officer is a member, or any corporation of which such director or officer is a stockholder, director or officer, is in any way interested in such transaction, contract or other action, provided the fact that such director or officer, firm or corporation is so interested shall be disclosed or shall be known to the Board of Directors or such members thereof as shall be present at any meeting of the Board of Directors at which action upon any such transaction, contract or other action shall be taken; nor shall any director or officer be

accountable or responsible to the corporation, or for any gains or profits realized by him by reason of the fact that he, or any firm of which he is a member, or any corporation of which he is a shareholder, director or officer, is interested in such transaction, contract or other action, and any such director may be counted in determining the existence of a quorum at any meeting of the Board of Directors of the corporation which shall authorize or take action in respect of any such contract, transaction or other action with like force and effect as if he, or any firm of which he is a member, or any corporation in which he is a shareholder, director or officer, were not interested in such transaction, contract or other action.

MR 29, 2PC 271

VII

The corporation shall indemnify any and all of its directors, officers, or former directors or officers or any person who may have served at its request as a director or officer of another corporation in which it owns shares of capital stock or of which it is a creditor against expenses actually and necessarily incurred by them in connection with the defense of any action, suit or proceeding in which they, or any of them, are made parties or a party, by reason of being or having been directors or officers or a director or officer of the corporation, or of such other corporation, except in relation to matters as to which any such director or officer or former director or officer or persons shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty. Such indemnification shall not be deemed exclusive of any other rights to which those indemnified may be entitled, under any by-law, agreement, vote of stockholders, or otherwise.

VIII

Any resolution of the shareholders or directors of the corporation in regard to matters as to which they have power and authority to act, when reduced to writing and signed by all shareholders or directors shall be valid and binding on the corporation and shall have the same force and effect as if duly adopted at any regular or special meeting of the shareholders or directors.

IX

Stock of this corporation shall be offered pursuant to a plan under Section 1244 of the Internal Revenue Code of 1940, as amended.

X

The location of the initial registered office of said corporation shall be Route 4, Box 464B, Mobile, Alabama, 36609, and the initial registered agent at such address shall be Rick Twilley.

XI

The corporation shall be governed by a Board of Directors consisting of one or more members, as fixed in the by-laws of the corporation. The number of directors constituting the initial Board of Directors shall be two. The names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors be elected and qualified are:

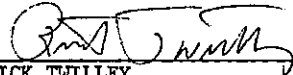
Name	Address
Rick Twilley	Route 4, Box 464B, Mobile, AL., 36609
Richard Twilley	Route 4, Box 459, Mobile, AL., 36609

XII

The names and addresses of the incorporators are:

Name	Address
Rick Twilley	Route 4, Box 464B, Mobile, AL., 36609
Richard Twilley	Route 4, Box 459, Mobile, AL., 36609

IN WITNESS WHEREOF, the said incorporators have hereunto set their hands and seals on this the 30 day of April, 1986.


 RICK TWILLEY (SEAL)


 RICHARD TWILLEY (SEAL)

STATE OF ALABAMA:

COUNTY OF MOBILE:

I, Charles H. Erwin, a Notary Public in and for said State and County, do hereby certify that Rick Twilley and Richard Twilley, whose names are signed to the foregoing Articles of Incorporation, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal this the 30 day of April, 1986.


 NOTARY PUBLIC, STATE OF AL., AT LARGE
 My Commission Expires 10-15-89

This Instrument Prepared By:
 Charles H. Erwin, Attorney at Law
 Suite B, 2252 Government Street
 Mobile, Alabama 36608

ME 2912PG 272

STATE OF ALABAMA

PROBATE COURT OF SAID COUNTY

COUNTY OF MOBILE

RP 2912P8 273

CERTIFICATE OF INCORPORATION OF

TWILLEY BUILDERS, INC.

KNOW YE, That Rick Twilley and Richard Twilley

and

your associates and successors are duly organized as a corporation under the name of

TWILLEY BUILDERS, INC.

for the purposes expressed in the

ARTICLES OF INCORPORATION filed in the Office of the Probate Judge of Mobile County,

Alabama on the 30th day of April 1986, having the

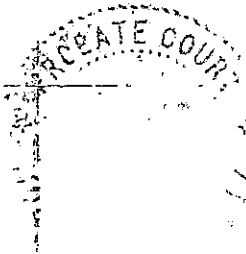
powers, capacity and authority conferred by law. The said Corporation

having been in all respects organized pursuant to Code of

Alabama, 1975, Sec. 10-2A-91 et seq.

WITNESS, my hand and seal of the Probate Court of Mobile County, Alabama, this 30th

day of April 1986



L.W. NOONAN
Judge of Probate
Mobile County, Alabama

AUDUBON PROPERTIES LLC

PO BOX 850669
MOBILE, AL 36685-0669

ADAMS HOMES LLC
100 W GARDEN ST FLOOR #2
Pensacola, FL 32502-5696

Twilley Builders LLC
2924 RIVERVIEW POINTE DR S
THEODORE , AL 36582

ADAMS HOMES LLC
100 W GARDEN ST FLOOR #2
Pensacola, FL 32502-5696

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Pensacola, FL 32502-5696

Twilley Builders LLC
2924 RIVERVIEW POINTE DR S
THEODORE , AL 36582

LEIGHTON VILLAGE HOMEOWNERS
ASSOCIATION INC
PO BOX 850669
MOBILE, AL 36685-0669

AUDUBON PROPERTIES LLC
PO BOX 850669
MOBILE, AL 36685-0669

Twilley Builders LLC
2924 RIVERVIEW POINTE DR S
THEODORE , AL 36582

MOBILE COUNTY
205 GOVERNMENT ST
10TH FL SOUTH TWR
MOBILE, AL 36644

AUDUBON PROPERTIES LLC
PO BOX 850669
MOBILE, AL 36685-0669

GREENE STEVE 1/2 INT, PAUL CAREY &
BARBARA GREENE THOMPSON 1/2
INT
3817 SAINT ANDREWS DR
MOBILE, AL 36693-5337

LEIGHTON VILLAGE HOMEOWNERS
ASSOCIATION INC
PO BOX 850669
MOBILE, AL 36685-0669

COLLIAS BESS L C/O ADVISER
INVESTMENTS
85 WELLS AVE STE 109
NEWTON CENTER, MA 02459

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BARBARA GREENE THOMPSON 1/2 INT
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NEWTON CENTER, MA 02459

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BARBARA GREENE THOMPSON 1/2 INT
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MOBILE COUNTY
205 GOVERNMENT ST
10TH FL SOUTH TWR
MOBILE, AL 36644

MOBILE COUNTY
205 GOVERNMENT ST
10TH FL SOUTH TWR
MOBILE, AL 36644

Kurt Bessonon
4066 LEIGHTON PLACE DR
MOBILE , AL 36693

MOBILE COUNTY
205 GOVERNMENT ST
10TH FL SOUTH TWR
MOBILE, AL 36644

Cory Bronenkamp
195, LLC
50 N Florida St
Mobile, AL 36607



Agenda Item # 11
SUB-003146-2024 & MOD-003120-2024

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

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

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

DETAILS

Location:
East terminus of Leighton Place Drive

Subdivision Name:
Leighton Village Subdivision, Phase III

Applicant / Agent:
195, LLC

Property Owner:
Rick Twilley and Kurt Bessonen

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

Future Land Use:
Low Density Residential

- Applicable Codes, Policies, and Plans:**
- Unified Development Code (UDC)
 - Subdivision Regulations
 - Map for Mobile Comprehensive Plan
- Schedule for Development:**
- Depends upon wetlands
- Proposal:**
- Subdivision approval to create fifteen (15) legal lots of record
 - Modification of a previously approved Planned Unit Development
- Commission Considerations:**
- Subdivision approval with twelve (12) conditions.
 - Major Modification of a previously approved Planned Unit Development with thirteen (13) conditions.

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PLANNING COMMISSION **VICINITY MAP - EXISTING AERIAL**



The site is surrounded by residential units.

APPLICATION NUMBER	11	DATE	December 19, 2024
APPLICANT	Leighton Village Subdivision, Phase III		
REQUEST	Subdivision, PUD Modification		
 NTS			

SITE HISTORY

Since 2004, the subject site has had Subdivision and Planned Unit Development (PUD) applications before the Planning Commission, beginning with Oak Creek Subdivision, proposed for 69 lots, but denied at the April 1, 2004 meeting.

In July 2006, the Commission approved Leighton Place Subdivision, a standard 41-lot subdivision, but only 15 of the lots were recorded, as Leighton Place, Phase One.

In October 2013, the Commission approved Leighton Place Phase Two, a standard 15-lot subdivision which was never recorded.

In October 2016, the Commission approved Leighton Place Phase Two as a 29-lot private street gated subdivision, approved via an accompanying PUD. That subdivision was never recorded.

In September 2019, the Commission approved Leighton Village Subdivision, proposed for 30 lots, with an accompanying PUD to allow reduced front and side yard setbacks. The PUD was amended in October 2021 for 17 of the lots in the subdivision. That subdivision was never recorded.

In January 2023, the Commission approved Leighton Place Subdivision, Phase II as a 17-lot subdivision with an accompanying PUD to amend the previously approved PUD to allow reduced front and side yard setbacks and increased site coverage. That subdivision was recorded as Leighton Village Subdivision.

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

STAFF COMMENTS

Engineering Comments:

Subdivision

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

- A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
- B. Provide reference, on the map and the description, to a monumented corner.
- C. Provide and label the monument set or found at each subdivision corner.
- D. Add legible street names to the vicinity map.
- E. Provide a written description for the subdivision boundary.
- F. Revise the plat to label each lot with its size in acres and square feet, or the furnishing of a table on the Plat providing the same information.
- G. NOTE #5 – delete “...to be maintained by the City of Mobile.”. Acceptance for public maintenance will be decided by the City Council.
- H. Revise the cul-de-sac to the required 60-foot radius.
- I. Delete NOTES 3 and 6 – 9 as they deal with Mobile County requirements. This proposed subdivision is located within the City of Mobile.

- J. National Wetlands Inventory (NWI) mapping, as shown on City of Mobile GIS information, indicates that there is potential for wetlands within the property or properties shown on this plat. Show and label the delineated wetlands, or provide a note stating that the wetlands shown on this plat are scaled from the NWI data and have not been delineated.
- K. Provide a note that a 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
- L. Show and label all flood zones. New maps went into effect on June 5, 2020.
- M. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an A, AE, or X (shaded) flood zone designation. BFE = 11.
- N. Provide a table of "PROPOSED WEIGHTED RUNOFF COEFFICIENT (Cw)" for each LOT. This number will be used to review the land disturbance permit for each structure.
- O. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance 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.
- P. Add a note that 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.
- Q. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
- R. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
- S. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
- T. Provide the as-built certification form, test reports, etc. and as-built plans for the proposed infrastructure prior to providing a copy of the FINAL PLAT to the Engineering Dept. for FINAL PLAT review.
- U. The street must be submitted for acceptance by the Mobile City Council prior to submitting the Final Plat for City Engineer signature.
- V. 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.

Modification of Planned Unit Development

- A. Delete NOTES 3 and 6 – 9 as they deal with Mobile County requirements. This proposed subdivision is located within the City of Mobile.
- B. Revise the cul-de-sac radius to 60 feet.
- C. Add the following notes to the PUD MOD Site Plan sheet:
 - 1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
 - 2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
 - 3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control; the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
 - 4. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.

5. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
6. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
7. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in 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 15-lot, 3.35±-acre subdivision of the Future Development portion of the previously recorded Leighton Village Subdivision. The area was originally proposed as a 13-lot subdivision. The site is served by public water and sanitary sewer services.

The site is located at the East terminus of Leighton Place Drive, a public right-of-way with curb and gutter and a compliant 50-foot right of way. However, the preliminary plat indicates the street will terminate in a cul-de-sac with a 50-foot radius (100-foot diameter). As the Subdivision Regulations require a 60-foot radius (120-foot diameter) for a cul-de-sac, the plat should be revised to provide a cul-de-sac with a 60-foot radius. The street extension is not named, nor is the right-of-way width provided on the preliminary plat. If approved, the plat should be revised to label the proposed street extension with its name, right-of-way width, and label it as a public right-of-way.

All proposed lots meet the minimum size requirements of the Subdivision Regulations and are labeled with their sizes in square feet. If approved, the plat should be revised to label all lots with their sizes in both square feet and acres, or a table should be furnished on the Final Plat providing the same information. As the revision of the cul-de-sac to a 120-foot diameter will result in those lots around the cul-de-sac being slightly reduced in size, the plat should be revised to provide the revised sizes of those lots in both square feet and acres.

The lots are proposed to have a 20-foot minimum building setback line along the street frontage, as in previous phases of the Leighton Village development. Side yard setbacks are proposed as seven (7) feet (14 feet combined), and ten (10)-foot rear setbacks. As on the preliminary plat, the setback data should be retained on the Final Plat, if approved. The preliminary plat indicates a proposed 50% maximum lot coverage in the Site Data table. If approved the setback data and lot coverage data should be retained in the Site Data table on the Final Plat.

The preliminary plat indicates a Common Area within the Southern portion of the proposed subdivision. And the proposed subdivision is adjacent to a large Common Area/Detention Area recorded with the previous Leighton Village Subdivision. Therefore, Note #4 on the preliminary plat should be revised to state that the maintenance of the Common Areas/Detention Areas is the responsibility of the property owners and not the City of Mobile and placed on the Final Plat.

No easements are indicated on the preliminary plat. If easements are provided on the Final Plat, a note should be placed on the Final Plat stating that no structure may be constructed or placed in any easement without the permission of the easement holder.

A revised PUD site plan should be submitted to and approved by Planning and Zoning prior to signing the Final Plat for the subdivision.

Planned Unit Development Modification

The purpose of the Planned Unit Development (PUD) Modification under consideration is to amend the previously approved PUD to include the newly created lots. The previously approved PUD contained 13 lots, and 15 are now proposed; therefore, the PUD must be amended.

The applicant states the following concerning the MOD application:

While the final plat for the front two phases shows lots in the rear phase, for some reason the existing PUD did not account for these lots being developed and houses ultimately built. This PUD modification allows for that final phase to be constructed.

The site plan submitted is almost identical to the preliminary plat and site plan approved with the January 5, 2023 PUD, and contains the same information as on the accompanying preliminary plat. Therefore, any required revisions would be the same as on the preliminary plat.

The site plan should be revised to provide a cul-de-sac with a 60-foot radius. The street extension is not named, nor is the right-of-way width provided on the site plan. If approved, the site plan should be revised to label the proposed street extension with its name, right-of-way width, and to label it as a public right-of-way.

The lots are labeled with their sizes in square feet only. If approved, the site plan should be revised to label all lots with their sizes in both square feet and acres, or a table should be furnished on the site plan providing the same information. As the revision of the cul-de-sac to a 120-foot diameter will result in those lots around the cul-

de-sac being slightly reduced in size, the site plan should be revised to provide the revised sizes of those lots in both square feet and acres.

The lots are proposed to have a 20-foot minimum building setback line along the street frontage, as in previous phases of the Leighton Village development. Side yard setbacks are proposed as seven (7) feet (14 feet combined), and ten (10)-foot rear setbacks. The setback data should be retained on the site plan, if approved. The site plan indicates a proposed 50% maximum lot coverage in the Site Data table. If approved the setback data and lot coverage data should be retained in the Site Data table on the site plan.

The site plan should be revised to indicate a City-standard public sidewalk along both sides of the proposed street within the right-of-way, unless a Sidewalk Waiver application is submitted to and approved by the Planning Commission.

The site plan indicates a Common Area within the Southern portion of the proposed subdivision. And the proposed subdivision is adjacent to a large Common Area/Detention Area recorded with the previous Leighton Village Subdivision. Therefore, Note #4 on the site plan should be revised to state that the maintenance of the Common Areas/Detention Areas is the responsibility of the property owners and not the City of Mobile. No easements are indicated on the site plan. If easements are provided within the site, a note should be placed on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder.

A revised PUD site plan should be submitted to and approved by Planning and Zoning prior to signing the Final Plat for the accompanying 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:

Based on the preceding, if the Subdivision request is considered for approval, the following conditions could apply:

1. Revision of the cul-de-sac to provide a 60-foot radius (120-foot diameter);
2. Revision of the plat to label the proposed street extension with its name and right-of-way width, and labeled as a public right-of-way;
3. Revision of the plat to label all lots with their sizes in both square feet and acres, or the furnishing of a table on the Final Plat providing the same information;
4. Revision of the plat to provide the revised sizes of the lots around the enlarged cul-de-sac in both square feet and acres;
5. Retention of the setback data and site coverage data in the Site Data table on the Final Plat;
6. Revision of Note #4 to state that the maintenance of the Common Areas/Detention Areas is the responsibility of the property owners and not the City of Mobile on the Final Plat;
7. Placement of a note on the Final Plat stating that no structure may be constructed or placed in any easement without the permission of the easement holder, if applicable;

8. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat;
9. Compliance with all Engineering comments noted in this staff report;
10. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
11. Compliance with all Urban Forestry comments noted in this staff report; and,
12. Compliance with all Fire Department comments noted in this staff report.

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-8-B.2.(b)(5) states the following concerning Planned Unit Development Modifications:

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

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
 - a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
 - b. Includes adequate public facilities and utilities;
5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

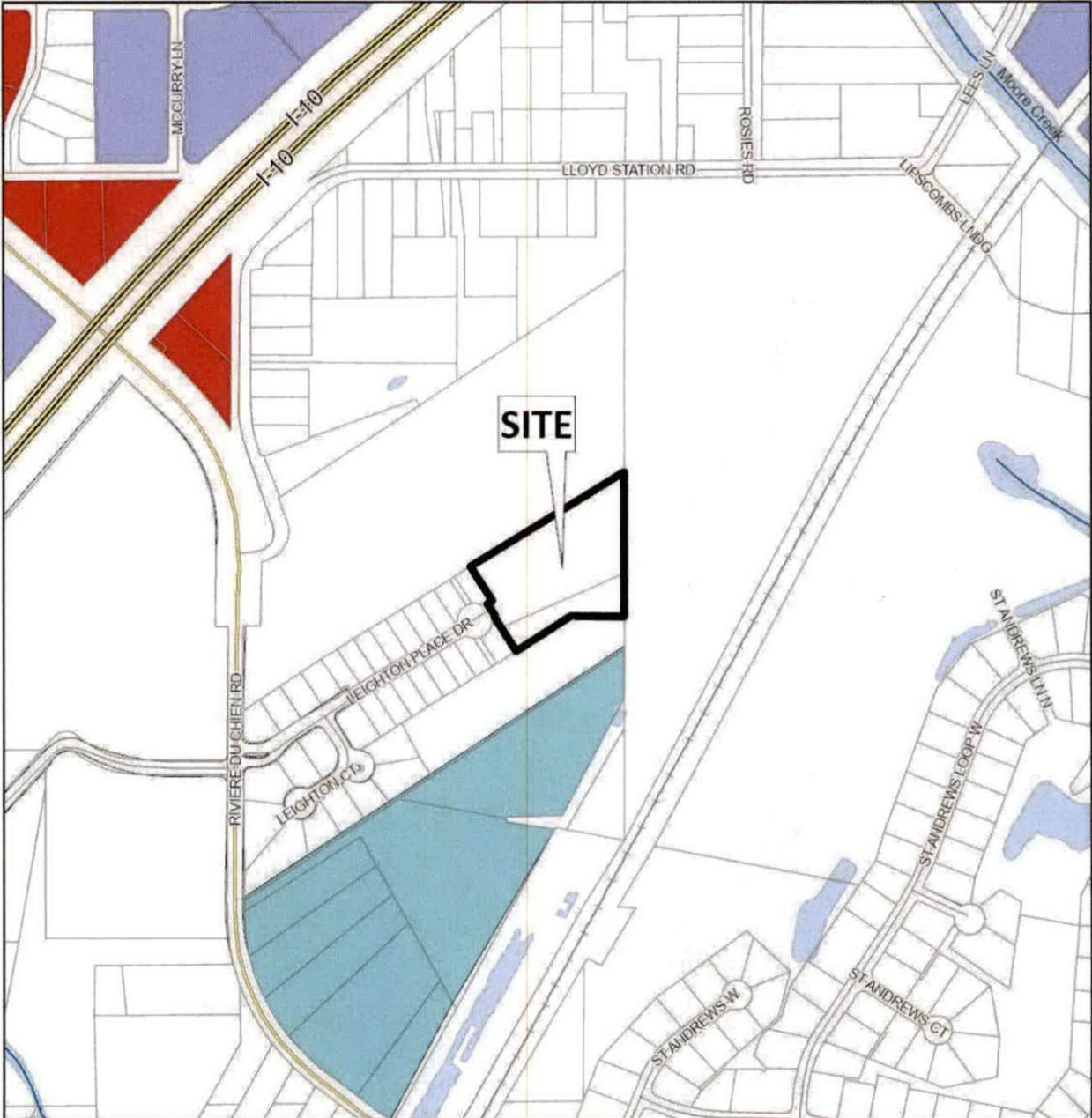
Considerations:

If the Planning Commission considers a recommendation of approval of the Modified Planned Unit Development, the following findings should be present:

1. Revision of the cul-de-sac to provide a 60-foot radius (120-foot diameter);
2. Revision of the site plan to label the proposed street extension with its name and right-of-way width, and labeled as a public right-of-way;
3. Revision of the site plan to label all lots with their sizes in both square feet and acres, or the furnishing of a table on the site plan providing the same information;
4. Revision of the site plan to provide the revised sizes of the lots around the enlarged cul-de-sac in both square feet and acres;
5. Retention of the setback data and site coverage data in the Site Data table;
6. Revision of the site plan to indicate a City-standard public sidewalk along both sides of the proposed street within the right-of-way;

7. Revision of Note #4 to state that the maintenance of the Common Areas/Detention Areas is the responsibility of the property owners and not the City of Mobile;
8. If easements are indicated on the site plan, placement of a note on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder;
9. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat of the associated subdivision;
10. Compliance with all Engineering comments noted in this staff report;
11. Placement of a note on the site plan stating all Traffic Engineering comments noted in this staff report;
12. Compliance with all Urban Forestry comments noted in this staff report; and,
13. Compliance with all Fire Department comments noted in this staff report.

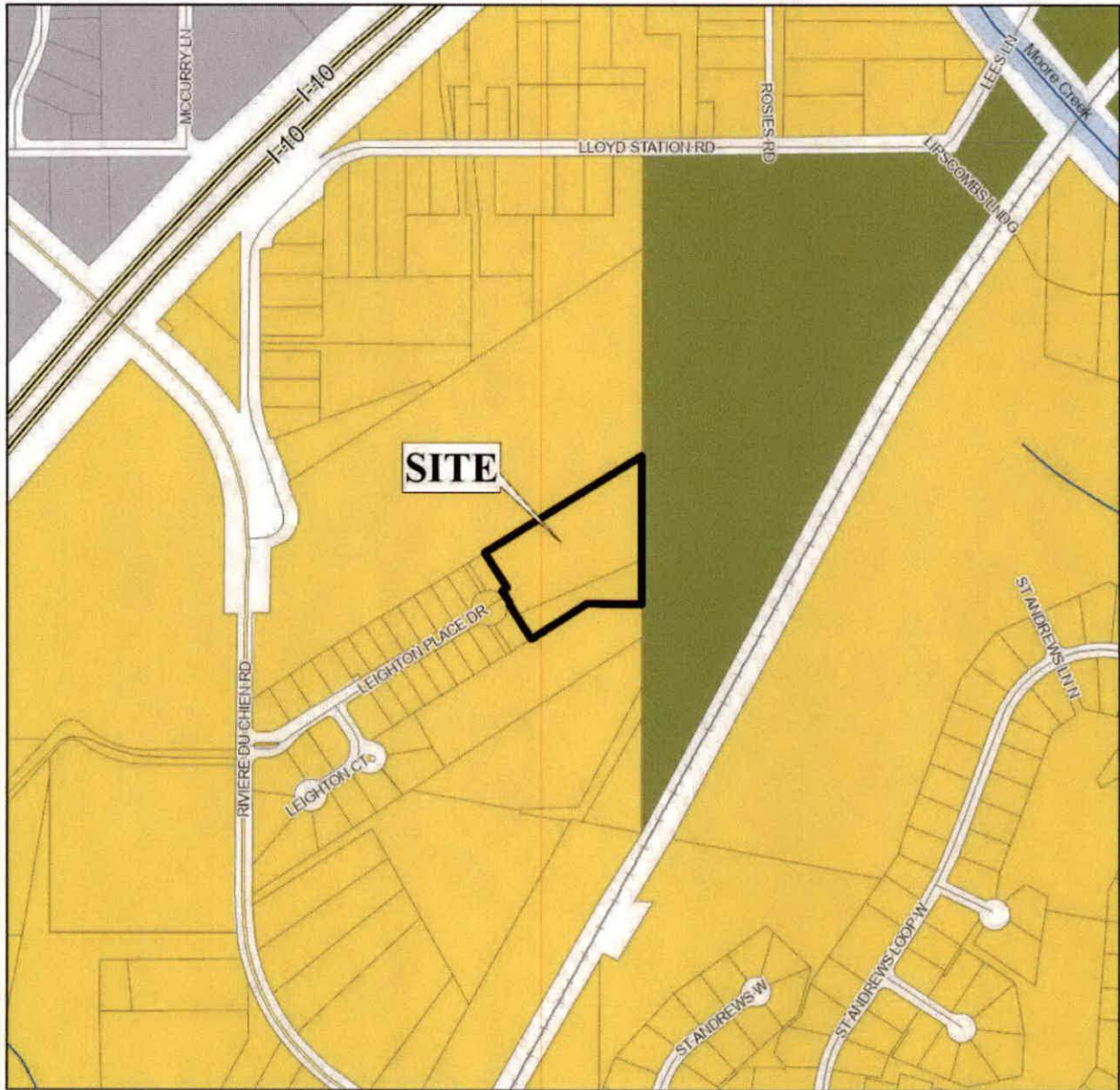
LOCATOR ZONING MAP



APPLICATION NUMBER 11 DATE December 19, 2024
APPLICANT Leighton Village Subdivision, Phase III
REQUEST Subdivision, PUD Modification



FLUM LOCATOR MAP



APPLICATION NUMBER 11 DATE December 19, 2024

APPLICANT Leighton Village Subdivision, Phase III

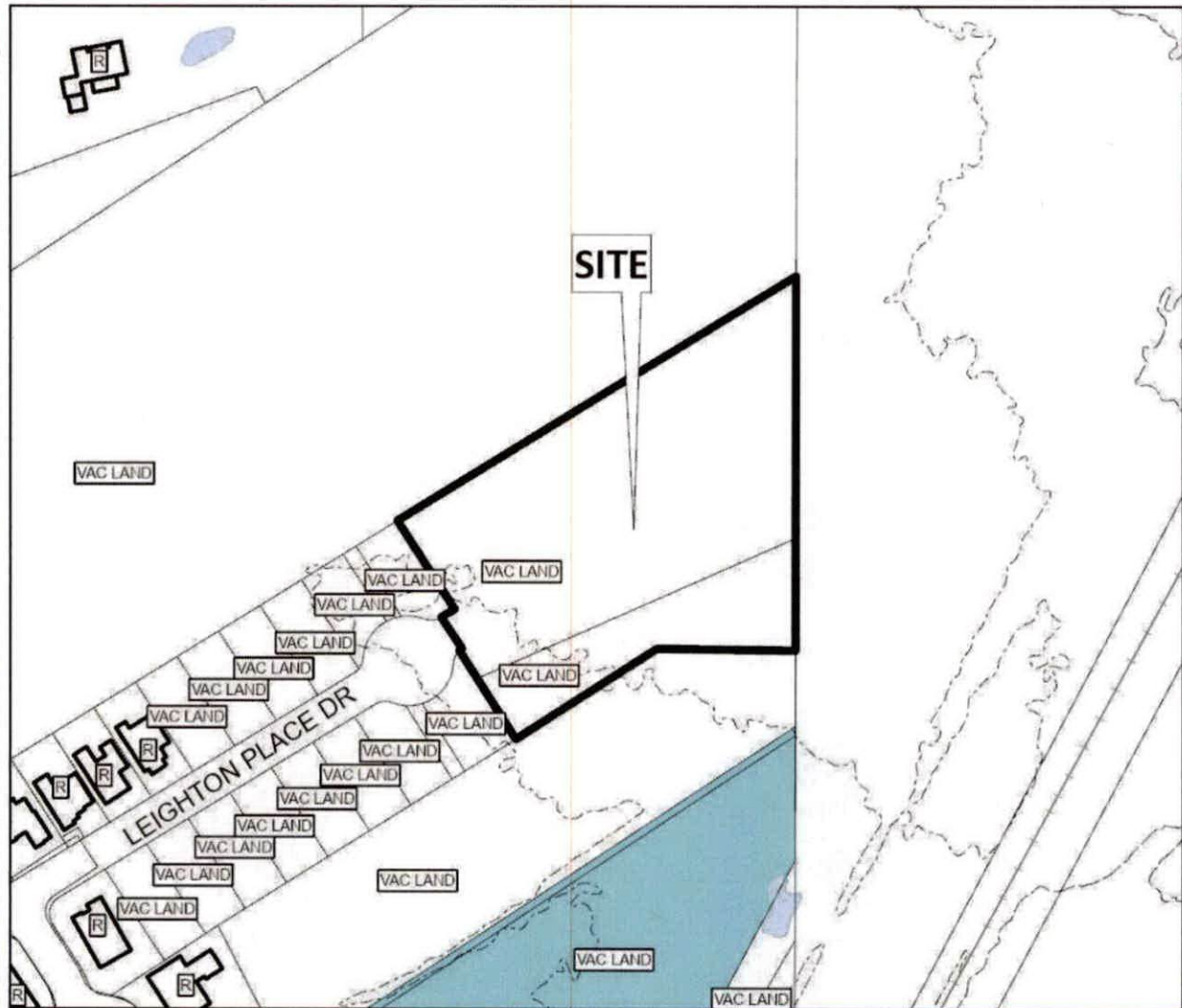
REQUEST Subdivision, PUD Modification

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



NTS

PLANNING COMMISSION **VICINITY MAP - EXISTING ZONING**



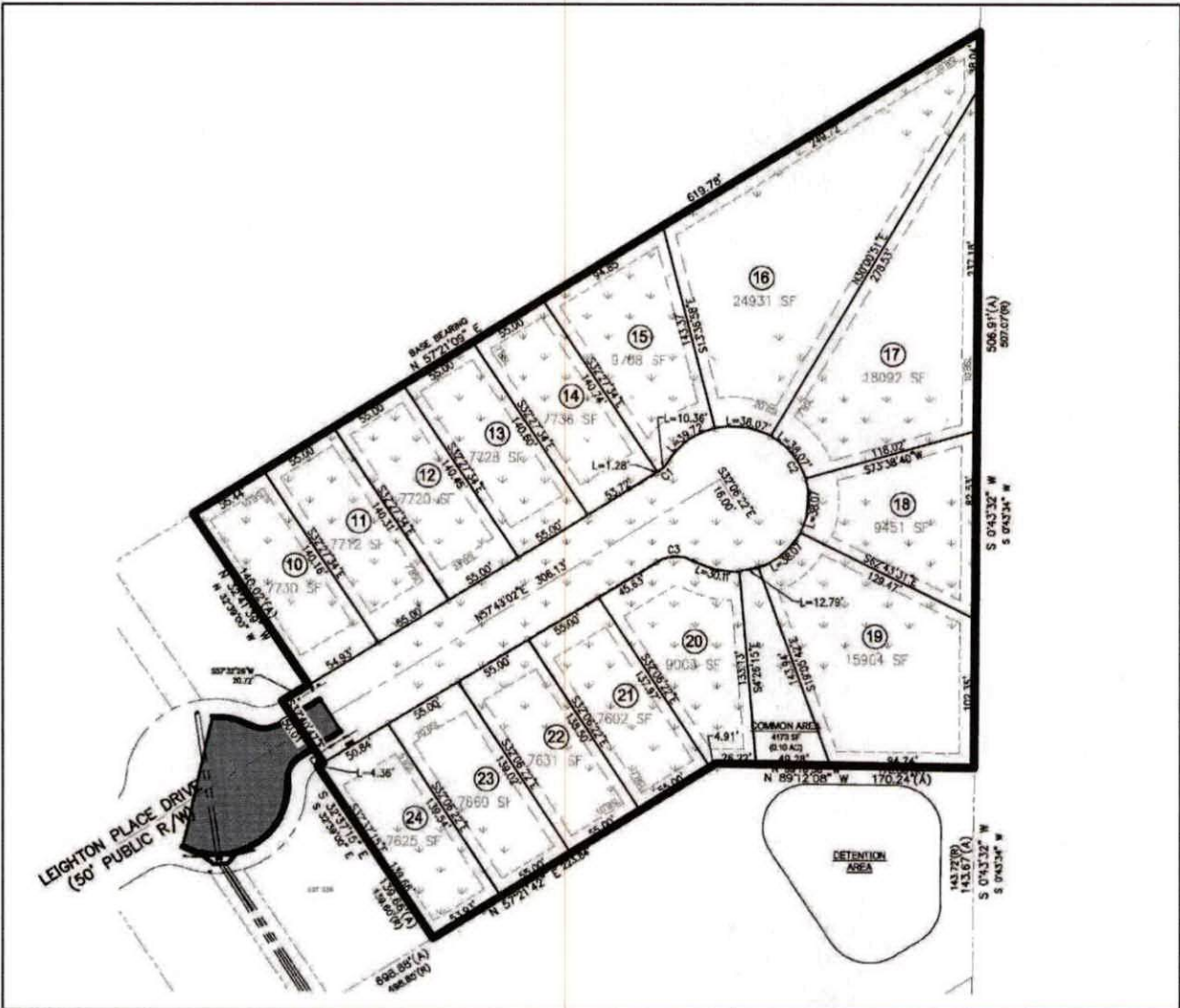
The site is surrounded by residential units.

APPLICATION NUMBER 11 DATE December 19, 2024
 APPLICANT Leighton Village Subdivision, Phase III
 REQUEST Subdivision, PUD Modification

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



SITE PLAN



The site plan illustrates the proposed lots, setbacks, and common area.

APPLICATION NUMBER <u>11</u> DATE <u>December 19, 2024</u>
APPLICANT <u>Leighton Village Subdivision, Phase III</u>
REQUEST <u>Subdivision, PUD Modification</u>



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

Zoning District Correspondence Matrix

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

Residential Land Use

LOW DENSITY RESIDENTIAL (LDR)

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

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

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

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

R E S O L U T I O N

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

Adopted:

City Clerk

**NOTICE OF HEARING ON PROPOSED CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY TO OPERATE
A SHUTTLE SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Kahtan Ahmed to operate a shuttle service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on June 17, 2025, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.



Lisa C. Lambert
City Clerk

R E S O L U T I O N

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

Adopted:

City Clerk



APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

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

I. Certificate Information

Name of Person or Legal Entity seeking certificate: _____

Haktan Ahmed

Mobile Business Address: _____

Telephone _____ Trade Name (d/b/a): _____

II. Business Information

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

Birthdate: _____ SSN: _____

Address _____ City _____ State _____ Zip _____
code

Telephone Number: _____ Driver's License #: _____

Residing in Mobile County: Years: 7 Months: 1

U.S. Citizenship: Yes ☒ No _____

I attest, under penalty of perjury that I am:

☒ A citizen or national of the United States

_____ A lawful permanent resident

(Alien # A _____)

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

(Alien # or Admission # _____)

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

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

Business Address: _____



(If different from address provided in Part I)

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

Name	Title	Address	Amount of Stock Held (if any)

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

Name	Date	Amount	Location	Disposition

Part III. Vehicle/Carriage Information:

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

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

Location of terminal/depot or stand & stables: Airport + Mobile Regional

What will be your days and hours of operation? Everyday / Anytime

How many vehicles (carriages) do you intend to operate? 1

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

Vehicle Description:

Make: <u>Ford</u>	Year: <u>2010</u>	Model: <u>Transit</u>
Make: _____	Year: _____	Model: _____
Make: _____	Year: _____	Model: _____
Make: _____	Year: _____	Model: _____

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

Taxi Shuttle, "DayTrip Shuttle Service, LLC"
white vehicle,



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

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

Applicant's Signature

NAME OF ENTITY:

Day Trip LLC

By: Kahtan H Ahmend

Its Member

SWORN TO AND SUBSCRIBED BEFORE ME THIS
21 DAY OF April, 2025

NOEMID V ACOSTA
Notary Public
Alabama State at Large

Notary Public



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

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

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

NAME: Kahtan H Ahmed

Date of Birth: _____ Security #: _____

Present Address ⁹ _____ 36609

Home Phone Number _____ Work Phone Number: _____

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

Present Employer and Address: _____

Present Position/Title: _____

Judicial History:

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

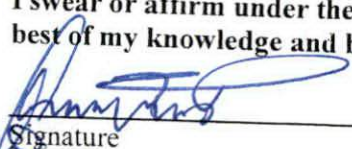
VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

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

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

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


Signature

Date Signed

**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:

Day Trip 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): Kahtan H Ahmed

Street (**no PO Boxes**) address of registered office (must be located in Alabama):

*COUNTY of above address: MOBILE

Mailing address in Alabama of registered office (if different from street address):

4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama	
Sec. Of State	
001-186-457	DLL
Date	04/18/2025
Time	11:36:00
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 4 / 18 / 2025 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 : 36 ☒ 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).

4 / 18 / 2025
Date (MM/DD/YYYY)

Kahtan H Ahmed
Signature as required by 10A-5A-2.04

Member
Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.



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

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Kahtan H Ahmed

Nickname(s) or Maiden Name: _____

Current Address: _____

Previous Address: _____

Personal Description: _____

Height: 5' 6"

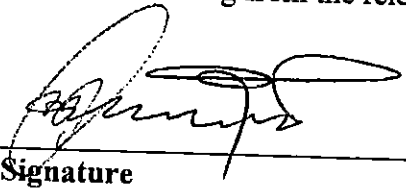
Weight: 165 lbs

Hair Color: Black

Eye Color: Brown

Social Security Number: _____

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


Signature

4/21/25
Date signed



Mobile County Sheriff's Office

Sheriff Paul Burch, Jr.

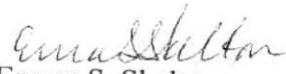
Date: 04/21/2025

To Whom It May Concern:

SUBJECT: KAHTAN HAZAM AHMED
DOB:

The Central Records Section of the Mobile County Sheriff's Office, Alabama, shows
no arrest /records for the above named individual.

Mobile County Sheriff's Office


Emma S. Skelton
Record Specialist
251-574-8660

APPLICANT
163250031

AHMED, KAHTAN HAZAM

AL0020000

1/21/25

Bonnie Larame

US

M A 506

APPLICANT SCREENING



1632500311

AHMED, KAHTAN HAZAM

AL0020000

4/21/25

Bonnie Laramie

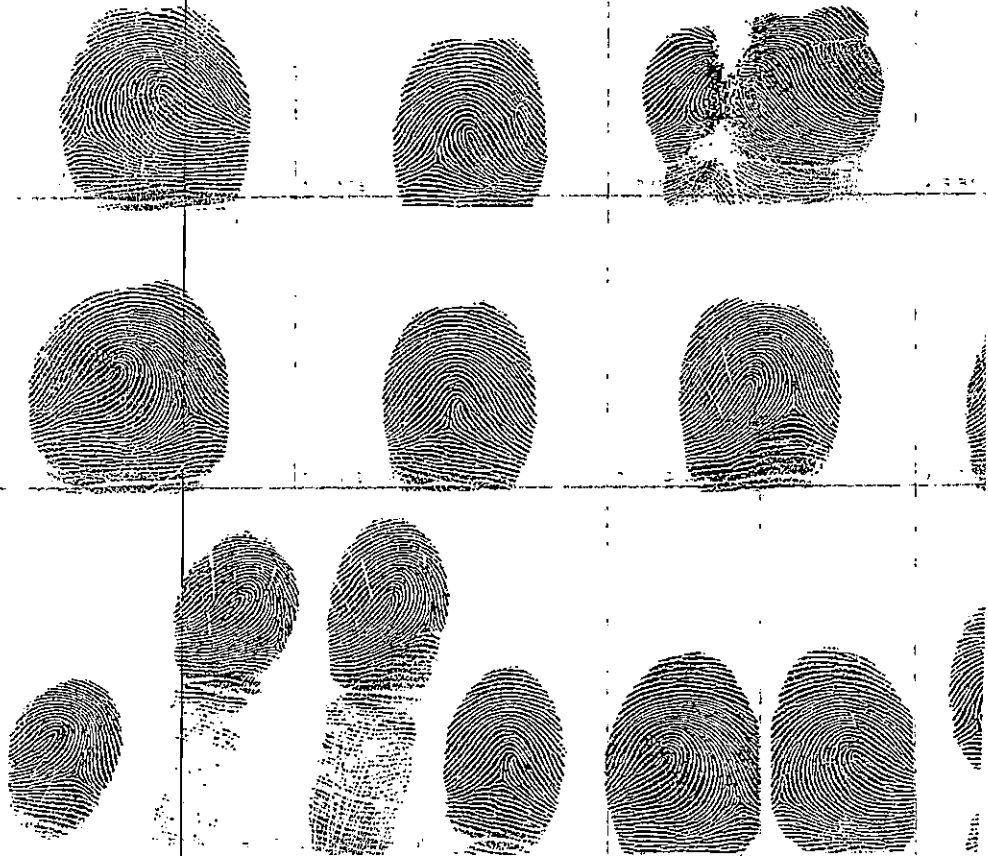
US

M

A

5

APPLICANT SCREENING





DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

DAY TRIP LLC
KAHTAN H AHMED SOLE MBR
900 DOWNTOWNER BLVD APT 167
MOBILE, AL 36609

Date of this notice: 04-18-2025

Employer Identification Number:
33-4657859

Form: SS-4

Number of this notice: CP 575 G

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 33-4657859. 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.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is DAYT. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Keep this part for your records.

CP 575 G (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 G

9999999999

Your Telephone Number Best Time to Call
() -

DATE OF THIS NOTICE: 04-18-2025
EMPLOYER IDENTIFICATION NUMBER: 33-4657859
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023
[Barcode]

DAY TRIP LLC
KAHTAN H AHMED SOLE MBR

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

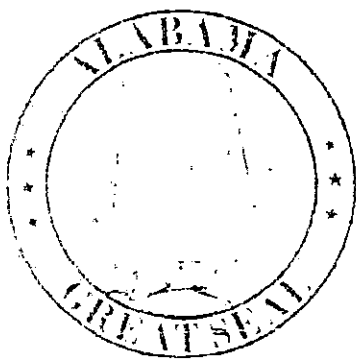
STATE OF ALABAMA

**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:

Day Trip LLC

This name reservation is for the exclusive use of Kahtan H Ahmed, 900
Downtowner Blvd., Apt 167, Mobile, AL 36609 for a period of one year beginning
April 18, 2025 and expiring April 18, 2026



RES214395

**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 18, 2025

Date

A handwritten signature in black ink, appearing to read "Wes Allen", written over a horizontal line.

Wes Allen

Secretary of State

From: [City Clerk](#)
To: [Gauthier, Lana](#)
Subject: Fw: CityofMobile.org: Addressing City Council Submission
Date: Thursday, June 12, 2025 7:39:22 AM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Thursday, June 12, 2025 6:15 AM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

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

Name: Nina Dortch
Date To Address Council: 2025-06-17
Address: 5801 Woodgate Rd, Mobile, AL 36609, USA
Email: ninatdortch@gmail.com
Phone: 2518880559
Subject And Specific Questions: Gun violence - Lack of opportunities for Mobile Citizens
Pertain To City Business: We have a gap within the city and it's the absence of a Workforce Development Director
Signature: Nina Dortch
Signature Verify: X
Agree: X
Date Submitted: 2025-06-12 06:15:29

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

From: [City Clerk](#)
To: [Gauthier, Lana](#)
Subject: Fw: CityofMobile.org: Addressing City Council Submission
Date: Thursday, June 12, 2025 8:36:32 AM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Thursday, June 12, 2025 8:33 AM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

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

Name: Robert e Clopton
Date To Address Council: 2025-06-17
Address: 2612 Charlotte Oaks Dr.
Email: robertcloptonsr@gmail.com
Phone: 3865893145
Subject And Specific Questions: The current concerns of WAVE employees
Pertain To City Business: It pertains to city business because it affects the life and welfare of those needing daily transportation.
Signature: Robert e Clopton
Signature Verify: X
Agree: X
Date Submitted: 2025-06-12 08:33:54

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

From: [RJHILL II](#)
To: [Gauthier, Lana](#)
Date: Thursday, June 12, 2025 1:52:36 PM

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

Madam Asst. City Clerk,

This is a formal request to be added to the upcoming Agenda. I will continue my Presentation from last week.

Please excuse the informal email from my phone. Handling a personal matter.

Kindest Regards,

Reginald J. Hill, II - M. Ed

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 2005 Old Bay Front Drive
and 4182 Commanders Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted **May 6, 2025**, a public hearing will be held on the **10th** day of **June, 2025**, at 10:30 a.m., to consider adoption of an ordinance for the proposed rezoning of property located at 2005 Old Bay Front Drive and 4182 Commanders Drive from R-1, Single-Family Residential Suburban District, to I-2, Heavy Industry District.

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

Lisa C. Lambert
City Clerk

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

Sponsored by: Councilmember C. J. Small

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 A CONCRETE MONUMENT DESIGNATED "MOBILE CBL 1945" RUN S 89° 26' 03" E, 15.73 FEET TO A POINT; THENCE RUN N 00° 33' 57" E, 3114.94 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING N 00° 33' 57" E, RUN 2571.30 FEET TO A POINT; THENCE RUN N 52° 45' 06" E, 730.42 FEET TO A POINT ON THE CENTERLINE OF A PAVED ROAD; THENCE ALONG SAID CENTERLINE OF A PAVED ROAD RUN AS FOLLOWS: S 07° 36' 03" E, 908.10 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 07° 51' 19" AND A RADIUS OF 1500.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 205.65 FEET (CHORD BEARS S 03° 40' 24" E, AND MEASURES 205.49 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 00° 15' 16" W, 155.65 FEET TO P.C. OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11 ° 45' 51" AND A RADIUS OF 400.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 82.13 FEET (CHORD BEARS S 05° 37' 39" E, AND MEASURES 81.98 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 11 ° 30' 34" E, 61.98 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 16° 28' 28" AND A RADIUS OF 550.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 158.14 FEET (CHORD BEARS S 03° 16' 20" E, AND MEASURES 157.60 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 04° 57' 54" W, 72.99 FEET TO THE P.C. OF A

CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 14° 57' 32" AND A RADIUS OF 550.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 143.59 FEET (CHORD BEARS S 02° 30' 52" E, AND MEASURES 143.19 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 09° 59' 38" E, 329.35 FEET TO A POINT; THENCE RUN S 11 ° 39' 31" E, 185.37 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 04° 36' 22" AND A RADIUS OF 6000.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 482.35 FEET (CHORD BEARS S 09° 21' 20" E, AND MEASURES 482.22 FEET) TO THE P.T. OF SAID CURVE; THENCE RUNS 07° 03' 09" E, 266.96 FEET TO A POINT; THENCE DEPARTING THE AFOREMENTIONED CENTERLINE OF A PAVED ROAD RUN N 89° 26' 03" W, 974.61 FEET TO THE POINT OF BEGINNING. CONTAINING 2,178,000 SQUARE FEET OR 50.00 ACRES.

The classification of said property is hereby changed from Rezoning from R-1, Single-Family Residential Suburban District, to I-2, Heavy 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 an I-2, Heavy 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 an I-2, Heavy Industry District, until all of the conditions set forth below have been complied with: 1. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and 2. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 10th day of June, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 14th day of May, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 2005 Old Bay Front Drive and 4182 Commanders Drive.

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

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

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

Sponsored by: Councilmember C. J. Small

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 A CONCRETE MONUMENT DESIGNATED "MOBILE CBL 1945" RUN S 89° 26' 03" E, 15.73 FEET TO A POINT; THENCE RUN N 00° 33' 57" E, 3114.94 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING N 00° 33' 57" E, RUN 2571.30 FEET TO A POINT; THENCE RUN N 52° 45' 06" E, 730.42 FEET TO A POINT ON THE CENTERLINE OF A PAVED ROAD; THENCE ALONG SAID CENTERLINE OF A PAVED ROAD RUN AS FOLLOWS: S 07° 36' 03" E, 908.10 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 07° 51' 19" AND A RADIUS OF 1500.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 205.65 FEET (CHORD BEARS S 03° 40' 24" E, AND MEASURES 205.49 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 00° 15' 16" W, 155.65 FEET TO P.C. OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11 ° 45' 51" AND A RADIUS OF 400.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 82.13 FEET (CHORD BEARS S 05° 37' 39" E, AND MEASURES 81.98 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 11 ° 30' 34" E, 61.98 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 16° 28' 28" AND A RADIUS OF 550.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 158.14 FEET (CHORD BEARS S 03° 16' 20" E, AND MEASURES 157.60 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 04° 57' 54" W, 72.99 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 14° 57' 32" AND A RADIUS OF 550.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 143.59 FEET (CHORD BEARS S 02° 30' 52" E, AND MEASURES 143.19 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 09° 59' 38" E, 329.35 FEET TO A POINT; THENCE RUN S 11 ° 39' 31" E, 185.37 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 04° 36' 22" AND A RADIUS OF 6000.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 482.35 FEET (CHORD BEARS S 09° 21' 20" E, AND MEASURES

482.22 FEET) TO THE P.T. OF SAID CURVE; THENCE RUNS 07° 03' 09" E, 266.96 FEET TO A POINT; THENCE DEPARTING THE AFOREMENTIONED CENTERLINE OF A PAVED ROAD RUN N 89° 26' 03" W, 974.61 FEET TO THE POINT OF BEGINNING. CONTAINING 2,178,000 SQUARE FEET OR 50.00 ACRES.

The classification of said property is hereby changed from Rezoning from **R-1, Single-Family Residential Suburban District**, to **I-2, Heavy 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 an **I-2, Heavy 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 an **I-2, Heavy Industry District**, until all of the conditions set forth below have been complied with: **1. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and 2. Full compliance with all 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

Philip Burton, Burton Property Group, LLC
2005 Old Bay Front Drive & 4182 Commanders Drive
Council District 3
C.J. Small



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

April 29, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on April 17, 2025, considered the request of Philip Burton, Burton Property Group, LLC, for a change in zoning from R-1, Single-Family Residential Suburban District, to I-2, Heavy Industry District, for the property located at 2005 Old Bay Front Drive and 4182 Commanders Drive.

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

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

April 21, 2025

Philip Burton
Burton Property Group, LLC
41 W, I-65 Service Road N.
Suite 310
Mobile, Alabama 36608

Re: 2005 Old Bay Front Drive & 4182 Commanders Drive
ZON-UDC-003286-2025
Phillip Burton, Burton Property Group, LLC
District 3
Rezoning from Single-Family Residential Suburban District (R-1) to Heavy Industry District (I-2).

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

At its meeting on April 17, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following criteria prevail to support Rezoning of the property to **I-2, Heavy Industry District**:

- A) Consistency. The proposed amendment is consistent with the Comprehensive Plan; and
- B) Compatibility. The proposed amendment is compatible with:
 - (1) The current development trends, if any, in the vicinity of the subject property;
 - (2) Surrounding land uses;
 - (3) Would not adversely impact neighboring properties; or
 - (4) Cause a loss in property values.
- 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. 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 Rezoning the property to **I-2, Heavy Industry District**, subject to the following conditions:

ZON-UDC-003286-2025 2005 Old Bay Front Drive & 4182 Commanders Drive
April 21, 2025

1. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and,
2. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **\$449.92**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

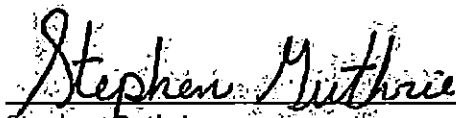
If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:



Stephen Guthrie

Deputy Director of Planning and Zoning



Burton
PROPERTY GROUP

Burton Property Group
41 W. I-65 Service Road N.
Suite 310
Mobile, AL 36608

Misty C. Gray
Staff Attorney
Direct Dial: 251-380-7230
Email: missy@burtonprop.com

April 28, 2025

Via Hand Delivery:

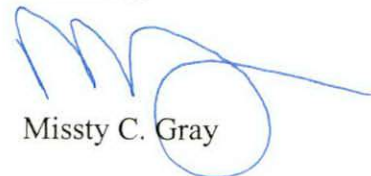
City of Mobile
Planning and Zoning Department
205 Government Street
3rd Floor, South Tower
Mobile, AL 36602

RE: ZON-UDC-003286-2025
2005 Old Bay Front Dr. and 4182 Commander Dr.

Planning and Zoning:

Pursuant to the April 21, 2025, letter received from the City of Mobile Planning Commission (a copy of which is attached hereto), please find enclosed a check in the amount of \$449.92. Said check is for the advertising fee on the above referenced application. Should you need anything else to forward this matter to the City Council for consideration, please do not hesitate to contact me.

Sincerely,



Misty C. Gray

Encls.

PLANNING AND ZONING
28 APR 2025 PM 1:23

MOBILE CITY PLANNING COMMISSION

March 28, 2025

PUBLIC HEARING NOTICE



Re: 2005 Old Bay Front Drive & 4182 Commanders Drive
ZON-UDC-003286-2025
Phillip Burton, Burton Property Group, LLC
District 3
Rezoning from Single-Family Residential Suburban District (R-1) to Heavy Industry District (I-2).

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, April 17, 2025, 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:

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, April 16, 2025, 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.

STATEMENT OF JUSTIFICATION

The rezoning the subject property to a I-2 aligns with the City's Comprehensive Plan. The rezoning of this property will allow for the redevelopment of the property that has been unoccupied for many years. It will also provide support for Mobile International Airport and surrounding businesses. The property is currently unoccupied and contained multiple buildings in disrepair. This property is surrounded by the Mobile International Airport, Brookley Areoplex and property owned by the City of Mobile. The rezoning to I-2 will align this property with the current uses of all surrounding property and provide additional support to this industrial area. The completed development is not anticipated to have any negative impacts on surrounding properties. There are adequate utilities to serve the property although some infrastructure upgrades may be required by the Applicant. Improvements will be required to Old Bay Front Dr. and Commanders Dr. The City of Mobile is undertaking the required improvements to Old Bay Front Dr. and the Application will be working in conjunction with the City to make the necessary improvements to Commanders Dr.



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? X 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:	Philip Burton	
Firm:	Burton Property Group, LLC	
Phone:	(251) 341-5777	
Email:	Philip@burtonprop.com	
Address:	41 W. I-65 Service Rd. N, Ste 310, Mobile, AL 36608	

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	Owner		Design Professional
Name:	University of South Alabama		Evan M. Geerts
Firm:			Duplantis Design Group
Phone:	(251) 460-6100		(251) 930-5891
Email:	Hbrisl@southalabama.edu		egeerts@ddgpc.com
Address:	775 N. University Blvd, Ste 150, Mobile, AL 36608-4548		3703 Old Shell Rd., Mobile, AL 36608

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

Commanders Circle and Old Bay Front Dr., Mobile, AL	50 +/- acres
Property Address 00977223, 00974949 and 00974903	Property Area (acres or square feet) Legal description and list of addresses attached
Parcel Number(s) or Key Number(s) R-1	I-2
Present Zoning or Transect District	Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

Have you provided the required Neighborhood Meeting Documentation, if applicable? Yes ☐ No ☒ *meeting has not occurred, but we have attached the information for the scheduled meeting.

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.

Kristen Roepke

Owner Signature

Kurt H. O'Sullivan

Applicant or Agent Signature (if applicable)

3/16/25

Date

3/17/25

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.

Kurt H. O'Sullivan

Applicant or Agent Signature

3/17/25

Date

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CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

- | | |
|---|---|
| ☒ Planning Commission Application

☐ Neighborhood Meeting documentation
☒ Boundary Plan | ☐ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission

☐ Traffic Impact Studies, as prescribed by the Traffic Engineer |
|---|---|

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
 One of the principles of the Map for Mobile is strategic infill and redevelopment focusing on vacant properties. The rezoning of this property will allow for the redevelopment of the property that has been unused for many years. It will also provide support for Mobile International Airport surrounding businesses.

Institutional
 Future Land Use Map (FLUM) Designation

I-2
 Requested Zoning

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

3. Describe how this proposal promotes the community's health, safety, and welfare.
 This property is currently unoccupied and contains multiple buildings in disrepair. The rezoning will allow for the redevelopment of the property with the same zoning as much of the surrounding property and uses that provide support for the surrounding businesses.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
 The property to the immediate west is Mobile International Airport (BFM). The Brookley Aeroplex is a thriving industrial complex supporting BFM's operations. This property is not suitable for R-1 uses given the zoning and uses of all of the surrounding properties.

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

1. Describe the current development trends in the area of the property.

Mobile International Airport (BFM), located to the west is currently undergoing an expansion. The Brookley Aeroplex is an Industrial complex that provides support for BFM and surrounding businesses.

2. Describe the surrounding land uses.

The property to the east, west and south are zoned R-1, but all have institutional uses and are designated as institutional in FLUM. The property to the north is I-2.

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

The completed development of the property is not anticipated to have any adverse impacts on neighboring properties.

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

Utilities are adequate to accommodate the proposed request. Improvements will be required to Old Bay Front Dr. and Commanders Dr. The City of Mobile is undertaking the required improvements to Old Bay Front Dr. and the Applicant will be working in conjunction with the City to make the necessary improvements to Commanders Dr.

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 property is located in close proximity to the Port of Mobile and immediately adjacent to Mobile International Airport (BFM). This proposal will provide additional support to the Port and BFM and the City's growing industrial businesses. Additionally, it will result in the redevelopment of currently unoccupied property that contains multiple buildings in disrepair.

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

There are no specific area plans for this property.

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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 neighborhood meeting is scheduled for March 25, 2025 from 4:00 PM to 5:30 PM. It will be held at the Aviation Center at Mobile located at 1975 Avenue C, Mobile, AL 36615. The required information will be submitted following that meeting.

2. What information was presented at the meeting?

3. What concerns were raised during the meeting?

4. Were any modifications made or considered in response to the concerns raised at the meeting?

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LEGAL DESCRIPTION and PROPERTY ADDRESSES

LEGAL:

COMMENCING AT A CONCRETE MONUMENT DESIGNATED "MOBILE CBL 1945" RUN S 89° 26' 03" E, 15.73 FEET TO A POINT; THENCE RUN N 00° 33' 57" E, 3114.94 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING N 00° 33' 57" E, RUN 2571.30 FEET TO A POINT; THENCE RUN N 52° 45' 06" E, 730.42 FEET TO A POINT ON THE CENTERLINE OF A PAVED ROAD; THENCE ALONG SAID CENTERLINE OF A PAVED ROAD RUN AS FOLLOWS: S 07° 36' 03" E, 908.10 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 07° 51' 19" AND A RADIUS OF 1500.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 205.65 FEET (CHORD BEARS S 03° 40' 24" E, AND MEASURES 205.49 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 00° 15' 16" W, 155.65 FEET TO P.C. OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11 ° 45' 51" AND A RADIUS OF 400.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 82.13 FEET (CHORD BEARS S 05° 37' 39" E, AND MEASURES 81.98 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 11 ° 30' 34" E, 61.98 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 16° 28' 28" AND A RADIUS OF 550.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 158.14 FEET (CHORD BEARS S 03° 16' 20" E, AND MEASURES 157.60 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 04° 57' 54" W, 72.99 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 14° 57' 32" AND A RADIUS OF 550.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 143.59 FEET (CHORD BEARS S 02° 30' 52" E, AND MEASURES 143.19 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 09° 59' 38" E, 329.35 FEET TO A POINT; THENCE RUN S 11 ° 39' 31" E, 185.37 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 04° 36' 22" AND A RADIUS OF 6000.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 482.35 FEET (CHORD BEARS S 09° 21' 20" E, AND MEASURES 482.22 FEET) TO THE P.T. OF SAID CURVE; THENCE RUNS 07° 03' 09" E, 266.96 FEET TO A POINT; THENCE DEPARTING THE AFOREMENTIONED CENTERLINE OF A PAVED ROAD RUN N 89° 26' 03" W, 974.61 FEET TO THE POINT OF BEGINNING. CONTAINING 2,178,000 SQUARE FEET OR 50.00 ACRES.

ADDRESSES – the following addresses have been associated with this property.

226-229 Commanders Circle
249 Commanders Circle
243 Commanders Dr
252-254 Commanders Dr.
4168 Commanders Dr.
4170-4173 Commanders Dr.
4182 Commanders Dr.
234 Club Manor Dr.
243 Club Manor Dr
2004-2005 Old Bay Front Dr.
251 Old Bay Front Dr
254 Old Bay Front Dr

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 neighborhood meeting is scheduled for March 25, 2025 from 4:00 PM to 5:30 PM. It will be held at the Aviation Center at Mobile located at 1975 Avenue C, Mobile, AL 36615. The required information will be submitted following that meeting.

2. What information was presented at the meeting?

3. What concerns were raised during the meeting?

4. Were any modifications made or considered in response to the concerns raised at the meeting?

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

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

Revised February 2023



UNIVERSITY OF SOUTH ALABAMA

MEMORANDUM

Office of the President

DATE: March 29, 2024

TO: Trae Catrett
Claire Easley
Kristen Roberts
Peter Susman

FROM: Jo Bonner

A handwritten signature in blue ink, appearing to read 'Jo Bonner', written over the printed name.

SUBJECT: Contract Officer Appointments

Please be advised that, pursuant to authorization by the USA Board of Trustees at its September 2020 meeting, I am designating you to serve as a contract officer for the University of South Alabama. This appointment memorandum supersedes the appointment memorandum dated April 12, 2023.

I appreciate your willingness to serve in this capacity.



KIM HASTIE
REVENUE COMMISSIONER
ASSESSMENT RECORD - 2025

P. O. BOX 1169
MOBILE AL 36633-1169
Tel: 251-574-8530
Printed On: 3/13/2025

PARCEL: 32 01 03 3 000 001.XXX
CORPORATION: I
OWNER: UNIVERSITY OF SOUTH ALABAMA
ATTN USA PROPERTIES
ADDRESS: 775 N UNIVERSITY BLVD BLDG 2 STE 150
MOBILE, AL 36608-4537
EXEMPT CODE: OTH []
OVER 65 CODE: DISABILITY CODE: EXM OVERRIDE AMT: \$0
PROP. CLASS: 2 [] SCHOOL DIST: 02 HS YEAR: 0
OVR ASD VALUE: CLMNT:

CLASS USE
FOREST ACRES: 0 TAX SALE: ASSMT. FEE:
LAND USE CODE: 0 TIF DIST: PVT CODE:
PREV. YEAR VALUE: \$320,500
NBH: MUNI 14 BROOKLEY AEROSPACE
PARENT PARCEL:
REMARKS: EXEMPT EDU
Last Modified: 3/13/2025 4:47:27 PM LETTERS
DEMOLITION TAX FIRE FEE STORM WATER FEE WEED FEE

LAND VALUE 10% \$0
LAND VALUE 20% \$320,500
CU VALUE [DEACTIVATED] \$0
LV 10% WITH CU [DEACTIVATED] \$0

TOTAL MARKET VALUE: \$320,500

Assessment Override:

MARKET VALUE:

CU VALUE:

PENALTY:

ASSESSED VALUE:

ACT 2024-344 7% CAP:

STATUS: **EXCLUDED** REVIEW: **COMPLETED**

ASSD. VALUE: \$64,100 % CHANGE: 0.00

OVERRIDE: **NO**

Property Address:
Contiguous Parcels:

CURR ASSMT: [NONE] MTG CODE: - LOAN: ACCOUNT NO : 00974903

ASSESSMENT/TAX		Sort Code : B 00974903						
	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX	
STATE	2	14	\$64,100	\$416.65	\$64,100	\$416.65	\$0.00	
COUNTY	2	14	\$64,100	\$1,314.05	\$64,100	\$1,314.05	\$0.00	
SCHOOL	2	14	\$64,100	\$897.40	\$64,100	\$897.40	\$0.00	
DIST SCHOOL	2	14	\$64,100	\$993.55	\$64,100	\$993.55	\$0.00	
CITY	2	14	\$64,100	\$448.70	\$64,100	\$448.70	\$0.00	
FOREST	2	14	\$0	\$0.00	\$0	\$0.00	\$0.00	

ASSD. VALUE: \$64,100.00 (\$64,100.00)

TAXABLE VALUE: \$320,500.00

EXMT. TAX: \$4,070.35

TOTAL MILLAGE: 63.5

\$4,070.35

ESTIMATED TOTAL:

\$0.00

INSTRUMENTS

INST NUMBER	DATE
6720-635	11/10/2010
WD914-245	690900

SALES INFORMATION

SALE DATE	SALE PRICE	SALE TYPE	RATIOABLE
11/10/2010	\$20,000,000	Land	NO - A
9/1/1969	\$0	Land & Building	YES

BOOK:6720 PAGE:635
BOOK:914 PAGE:245

LEGAL DESCRIPTION

MAP NUMBER: 32 01 03 3 000 CODE1: CODE2:
SUB DIVISON1:
SUB DIVISON2:

MAP BOOK: PAGE:

MAP BOOK: PAGE:

PRIMARY LOT: PRIMARY BLOCK:
SECONDARY LOT: SECONDARY BLOCK:

SECTION1 3 TOWNSHIP1 5S RANGE1 1W
SECTION2 TOWNSHIP2 RANGE2
SECTION3 TOWNSHIP3 RANGE3
SECTION4 TOWNSHIP4 RANGE4
LOT DIM1 0.00 LOT DIM2 0.00 ACRES 2.862

SQ FT 124,652.597

METES AND BOUNDS:

COMG AT SW COR FRAC SEC 3 T 5S R1W THEN RUN E WITH S/L SD RUN SELY W/ N/L 50 FT(S) TO PT
THEN RUN S 2082 FT(S) TO S/L FRAC SEC 3 TH RUN W 60 FT(S) TO POB #SEC 3 T5S R1W #MP32 01 03 3
000

REMARKS:

Tax Year	Entity Name.	Assmt Class	Exempt Code	Mailing Address
2025	UNIVERSITY OF SOUTH ALABAMA ATTN USA PROPERTIES	2	OTH	775 N UNIVERSITY BLVD BLDG 2 STE 150, MOBILE AL - 36608-4537
2024	BROOKLEY BAY FRONT PROPERTIES LLC C/O UNIVERSITY OF SOUTH ALABAMA	2	JUK	775 N UNIVERSITY BLVD BLDG 2 STE 150, MOBILE AL - 36608-4537
2023	BROOKLEY BAY FRONT PROPERTIES LLC C/O MAXEY J ROBERTS	2	JUK	MANAGING DIRECTOR, USA FOUNDATION, MOBILE AL - 36652-3148
2022	BROOKLEY BAY FRONT PROPERTIES LLC C/O MAXEY J ROBERTS	2	JUK	MANAGING DIRECTOR, USA FOUNDATION, MOBILE AL - 36652-3148



City of Mobile • Planning & Zoning

Plan Submission Contact Information

Name of Project Brookley USA Property

Address Commanders Circle and Old Bay Front Dr., Mobile, AL

Owner University of South Alabama

Address 775 N. University Blvd, Ste 150, Mobile, AL Zip Code 36608

Phone 251-460-6100 Fax _____ Email hbrislin@southalabama.edu

Authorized Agent Philip Burton/Burton Property Group, LLC

Address 41 W. I-65 Service Rd. N, Ste 310, Mobile, AL Zip Code 36608

Phone 251-341-5777 Fax _____ Email philip@burtonprop.com

Contractor N/A

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer Evan M. Geerts

Address 3703 Old Shell Rd., Mobile, AL Zip Code 36608

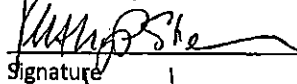
Phone 251-930-5891 Fax _____ Email egeerts@ddpc.com

Architect _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by:



Signature

Date

3/17/2025

Print

Kathy Shenman

Applicant/Burton Property Group, LLC

Affiliation to project/Organization



City of Mobile · Planning & Zoning
Neighborhood Meeting Cover Sheet

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

Date of Submittal: 4/1/2025

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

Neighborhood Meeting Date: 3/25/2025

Neighborhood Meeting Time: 4pm - 5:30pm

Neighborhood Meeting Location: 1975 Ave C, Mobile, AL.

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

- ☒ Dated photograph(s) of the posted sign(s)
- ☒ The verified address list of surrounding property owners to whom notification was provided
- ☒ A copy of the notice advertising the Neighborhood Meeting
- ☒ A sign-in sheet documenting meeting attendance
- ☒ A written summary or minutes of the meeting
- ☒ Copies of any site plans, building elevations or other documents provided or referenced at the meeting
- ☐ Additional documents (Describe: _____)

Applicant's Name: Burton Property Group, LLC

(First Name & Last Name)

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

X

Philip Burton

Date: 4/1/2025

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

BROOKLEY BAY FRONT PROPERTIES LLC
C/O MAXEY J ROBERTS, MANAGING DIRECTOR
PO BOX 3148
MOBILE, AL 36652-3148

UNIVERSITY OF SOUTH ALABAMA
775 N UNIVERSITY BLVD STE 150
MOBILE, AL 36608

MOBILE AIRPORT AUTHORITY
P O BOX 88004
MOBILE, AL 36608

**ARMY AVIATION FEDERAL
CREDIT UNION**
PO BOX 8
DALEVILLE, AL 36322

UNIVERSITY OF SOUTH ALABAMA
ATTN: REAL ESTATE SERVICES
775 N UNIVERSITY BLVD STE 150
MOBILE, AL 36688

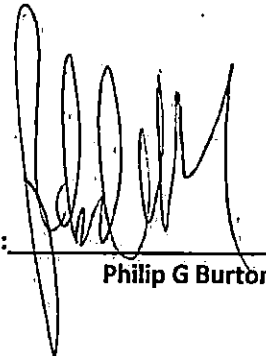
MOBILE AIRPORT AUTHORITY
1891 9TH ST
MOBILE, AL 36615

CITY OF MOBILE ALABAMA
ATTN PAUL WESCH
205 GOVERNMENT ST 10TH FLOOR
MOBILE, AL 36602

CITY OF MOBILE REAL ESTATE DEPT
PO BOX 1827
MOBILE, AL 36633

BURTON PROPERTY GROUP
PO BOX 16167
MOBILE, AL 36616-0167

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



Philip G Burton



Burton
PROPERTY GROUP

Burton Property Group
41 W. I-65 Service Road N.
Suite 310
Mobile, AL 36607

March 10, 2025

Notice of Neighborhood Meeting

Dear Property Owner:

This letter is to inform you that a Neighborhood Meeting has been scheduled to discuss the following application that **Burton Property Group** will be submitting to the Mobile City Planning Commission:

Application - Zoning Change to rezone the property at 226-229, 243 249-254, 4168, 4170-4173, 4182 Commanders Circle and 2005 Old Bay Front Road (tax parcel key numbers #00977223 and 00974949) from Single-Family Residential (R-1) to Heavy Industry (I-2).

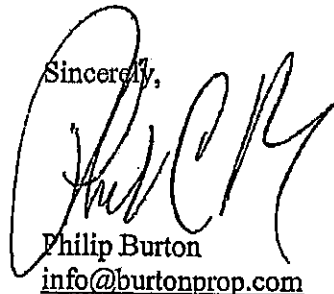
The Neighborhood Meeting will be held at the following time, date, and location:

March 25, 2025

4:00 PM to 5:30 PM
Aviation Center at Mobile
1975 Avenue C
Mobile, AL 36615
In the Library (LRC)

You are receiving this notice because your property is located within 300 feet of the above property, in compliance with the notification requirements of Article 5 of the city's Unified Development Code (UDC). You or your agent are invited to attend the Neighborhood Meeting to learn more about the above-referenced application, ask questions, and present your views.

Sincerely,



Philip Burton
info@burtonprop.com

NEIGHBORHOOD MEETING

Date: March 25, 2025

Time: 4:00 pm – 5:30 pm

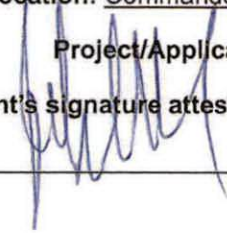
Location of Neighborhood Meeting: Aviation Center of Mobile,

1975 Avenue C, Mobile, AL 36615, in the Library (LRC)

Project Location: Commanders Circle and Old Bay Front Road, Mobile, AL

Project/Application: Rezoning from R-1 to I-2

Applicant's signature attesting to the accuracy of pages 1 thru 1:

X  Date: 3/25/2025

Please Sign in:

Name: HARRY BRISLIN, IV Email: hbrislin@southalabama.edu

Address: 403 ALFWOOD DR Phone: 251.460.6100

Name: Philip Mahoney Karen Hong Email: pmahoney@comtal.net

Address: 2039 Broad Street Phone: 251-214-4202

Name: David Rodgers Email: d.rodgers@mobilechamber.com

Address: 451 Goo's St Phone: 251-802-4541

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

NEIGHBORHOOD MEETING SUMMARY

Meeting date: March 25, 2025

Meeting time: 4:00 p.m. – 5:30 p.m.

Meeting location: Aviation Center of Mobile, 1975 Avenue C, Mobile, AL

Below is a summary of the proposed project presented at the Neighborhood meeting:

The Applicant is seeking to rezone the 50+/- acres located at Commanders Circle and Old Bay Front Dr., Mobile, AL. (Key #'s 00977223, 00974949 and 00974903) from an R-1 to I-2.

The following information was distributed:

No information was distributed at the meeting. The attached site exhibit, labeled P-5.1, and vicinity exhibit, labeled P-5.2 were on display during the meeting.

Below is a summary of what occurred at the meeting.

Philip Burton, with Burton Property Group, explained that an application has been filed to rezone the property from R-1 to I-2. Those in attendance asked about the allowed uses for I-2 zoning and Philip Burton explained that the surrounding property was zoned I-2 as well. There were no other questions and the meeting concluded. No minutes were recorded.

The Neighborhood Meeting ended at the following time: 5:30 p.m.

Applicant's signature attesting to the accuracy of this summary:


Philip Burton, Burton Property Group, LLC

Date: 4/1/2025

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:

- X Dated Photograph(s) of the posted sign(s)
- X The verified address list of surrounding property owners who were notified
- X A sign-in sheet documenting meeting attendance
- X Written summary or minutes of the meeting
- X 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?

March 25, 2025, 4:00 pm – 5:30 pm, at Aviation Center of Mobile, 1975 Avenue C, Mobile, AL 36615

2. What information was presented at the meeting?

See attached Neighborhood Meeting Summary

3. What concerns were raised during the meeting?

See attached Neighborhood Meeting Summary

4. Were any modifications made or considered in response to the concerns raised at the meeting?

No modifications were necessary.



Add a Caption

Friday • Mar 14, 2025 • 10:14 AM

[Adjust](#)

 IMG_4124

Apple iPhone 13 Pro Max

HEIF



Telephoto Camera — 77 mm $f2.8$

12 MP • 3024 × 4032 • 3.3 MB

ISO32

132mm

0ev

$f2.8$

1/125s



BROOKLEY BAY FRONT PROPERTIES LLC
C/O MAXEY J ROBERTS, MANAGING DIRECTOR
PO BOX 3148
MOBILE, AL 36652-3148

**ARMY AVIATION FEDERAL
CREDIT UNION**
PO BOX 8
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CITY OF MOBILE ALABAMA
ATTN PAUL WESCH
205 GOVERNMENT ST 10TH FLOOR
MOBILE, AL 36602

UNIVERSITY OF SOUTH ALABAMA
775 N UNIVERSITY BLVD STE 150
MOBILE, AL 36608

UNIVERSITY OF SOUTH ALABAMA
ATTN: REAL ESTATE SERVICES
775 N UNIVERSITY BLVD STE 150
MOBILE, AL 36688

CITY OF MOBILE REAL ESTATE DEPT
PO BOX 1827
MOBILE, AL 36633

MOBILE AIRPORT AUTHORITY
P O BOX 88004
MOBILE, AL 36608

MOBILE AIRPORT AUTHORITY
1891 9TH ST
MOBILE, AL 36615

BURTON PROPERTY GROUP
PO BOX 16167
MOBILE, AL 36616-0167



Agenda Item # 9

ZON-UDC-003286-2025

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

[Applicant Materials for Consideration](#)

DETAILS

Location:

2005 Old Bayfront Road & 4182 Commanders Drive

Applicant / Agent:

Phillip Burton, Burton Property Group, LLC

Property Owner:

University of South Alabama

Current Zoning:

R-1, Single-Family Residential Suburban District

Proposed Zoning:

I-2, Heavy Industry District

Future Land Use:

Institutional

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Proposal:

- Rezoning from R-1 to I-2
Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Rezoning with two (2) conditions.

Report Contents:

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

PLANNING COMMISSION **VICINITY MAP - EXISTING AERIAL**



The site is surrounded by military units, and an airport.

APPLICATION NUMBER	9	DATE	April 17, 2025
APPLICANT	Phillip Burton, Burton Property Group, LLC		
REQUEST	Rezoning from R-1 to I-2		
NTS 			

SITE HISTORY

The subject site was developed in 1940 as part of Brookley Army Airfield with the military in preparation for World War II. With the formation of the U.S. Air Force later in the war, it became known as Brookley Air Force Base.

The area was annexed into the City of Mobile in 1956.

With the closure of Brookley Air Force Base in 1969, the area was transferred to the City of Mobile, and later to the University of South Alabama and used for student housing and various educational purposes.

The site has never been before the Planning Commission or the Board of Zoning Adjustment.

STAFF COMMENTS

Engineering Comments:

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

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

Planning Comments:

The applicant is requesting to rezone the subject site from R-1, Single-Family Residential Suburban District, to I-2, Heavy Industry District. A detailed description of the proposed request is available via the link on Page 1 of this report.

The site is surrounded by properties zoned R-1 used for various military, technical school and commercial purposes. It is generally within 300 feet of the Brookley Aeroplex area used for the airfield and Airbus Final Assembly facility. It was used for personnel housing and recreational/entertainment purposes during its military occupation, and is now vacant.

The applicant states that the property is not suitable for R-1 use given the zoning and uses of all the surrounding properties. It is stated that the rezoning will allow for the redevelopment of the property and will provide support for Mobile International Airport and surrounding businesses, and will align the property with the current uses of all surrounding property.

The applicant states that there are no specific plans for the property at this time. The site plan submitted with the application is in line with that statement as it does not indicate any new development for the site.

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:

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

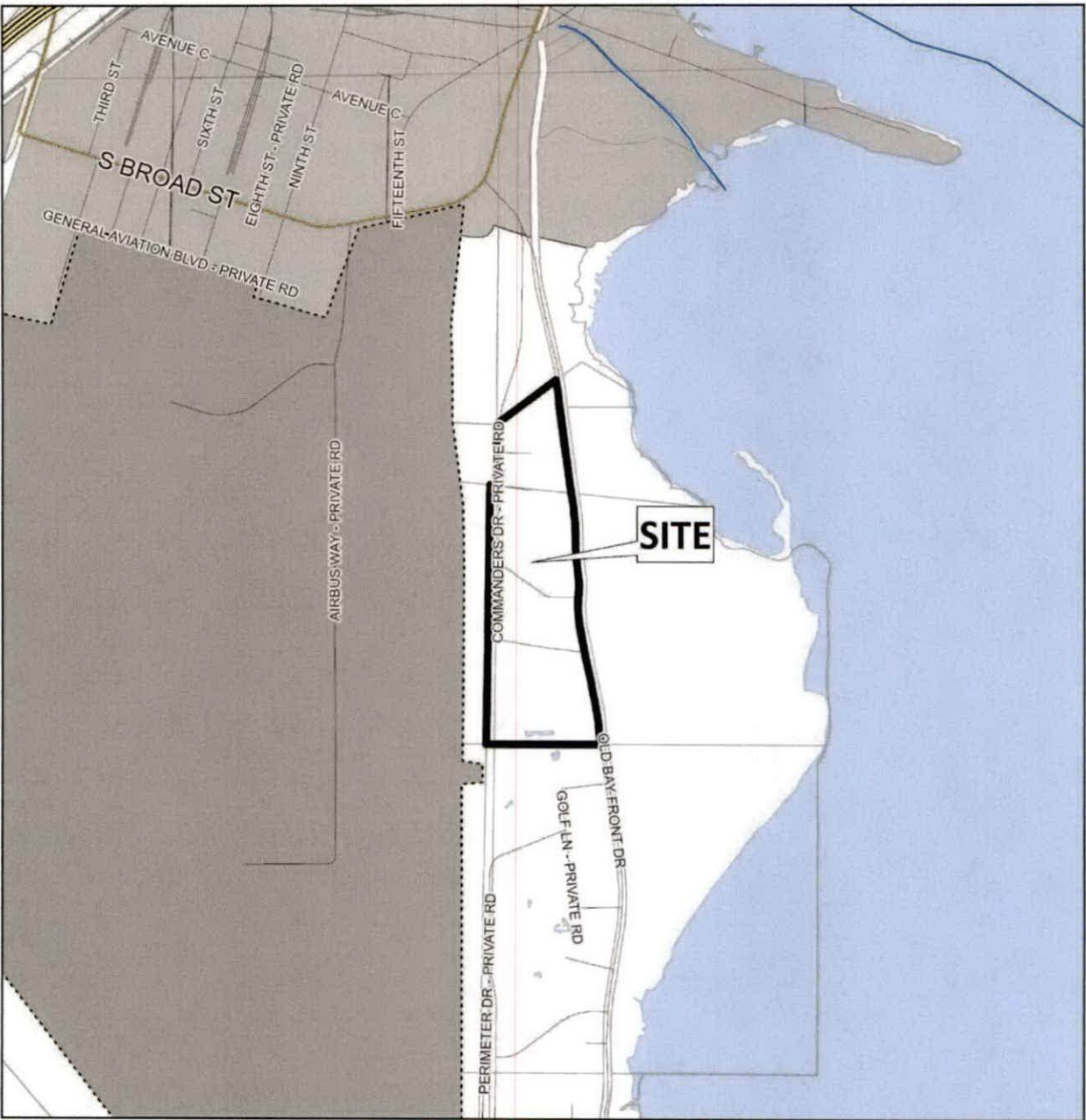
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the request to the City Council to Rezone the site to I-2, the following conditions could apply:

1. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and,
2. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



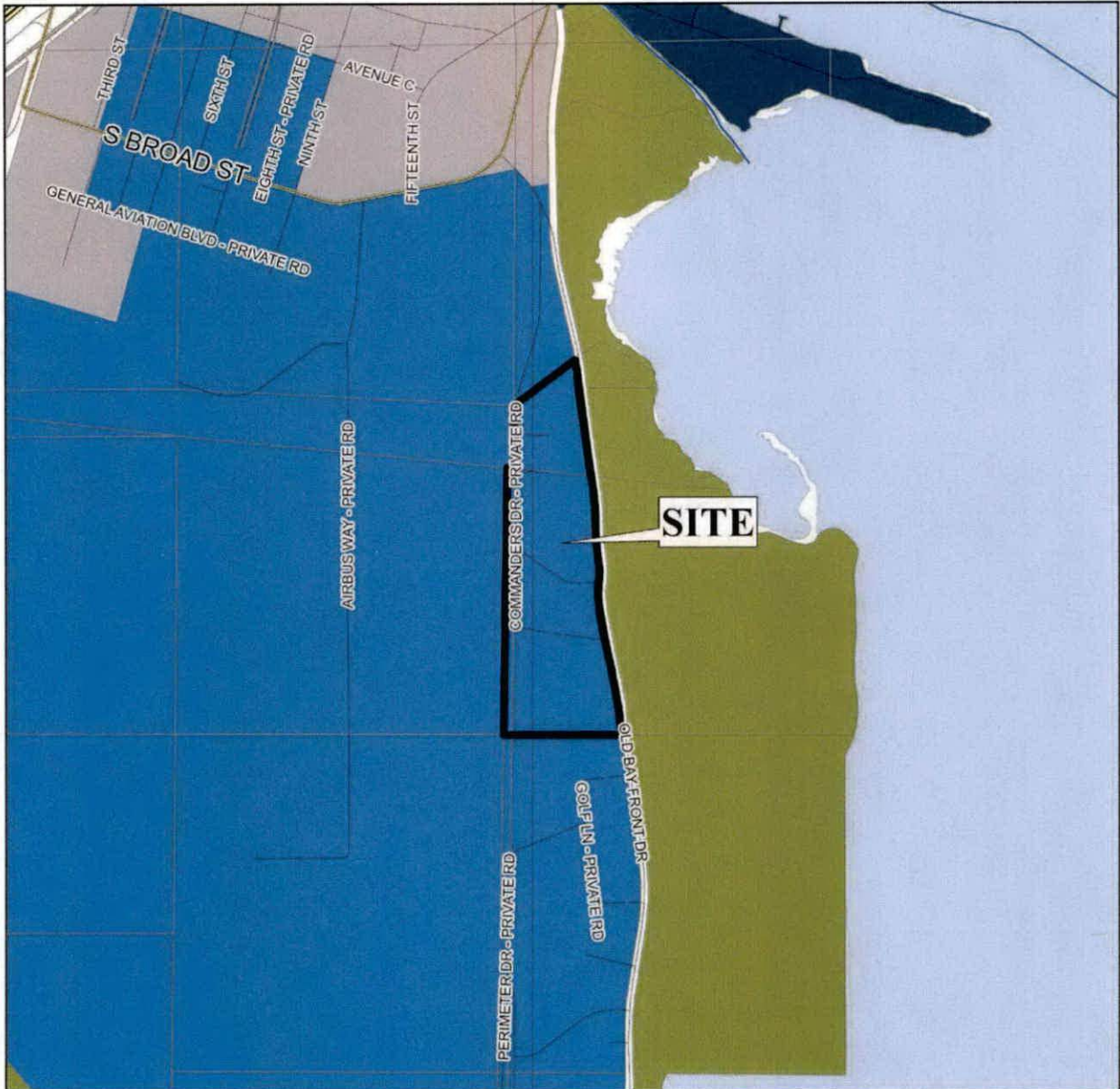
APPLICATION NUMBER 9 DATE April 17, 2025

APPLICANT Phillip Burton, Burton Property Group, LLC

REQUEST Rezoning from R-1 to I-2



FLUM LOCATOR MAP



APPLICATION NUMBER 9 DATE April 17, 2025

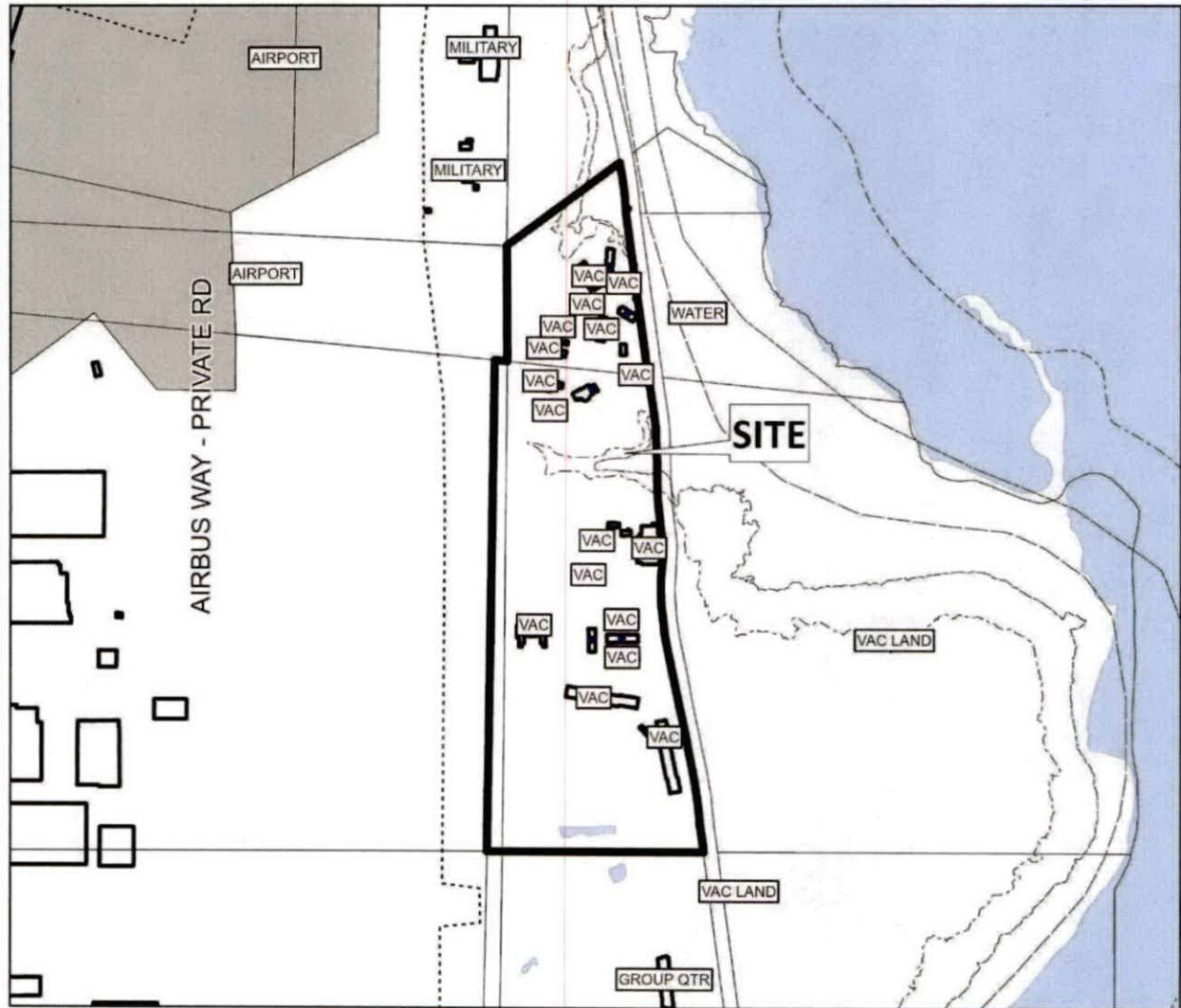
APPLICANT Phillip Burton, Burton Property Group, LLC

REQUEST Rezoning from R-1 to I-2

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



PLANNING COMMISSION **VICINITY MAP - EXISTING ZONING**



The site is surrounded by military units, and an airport.

APPLICATION NUMBER 9 DATE April 17, 2025

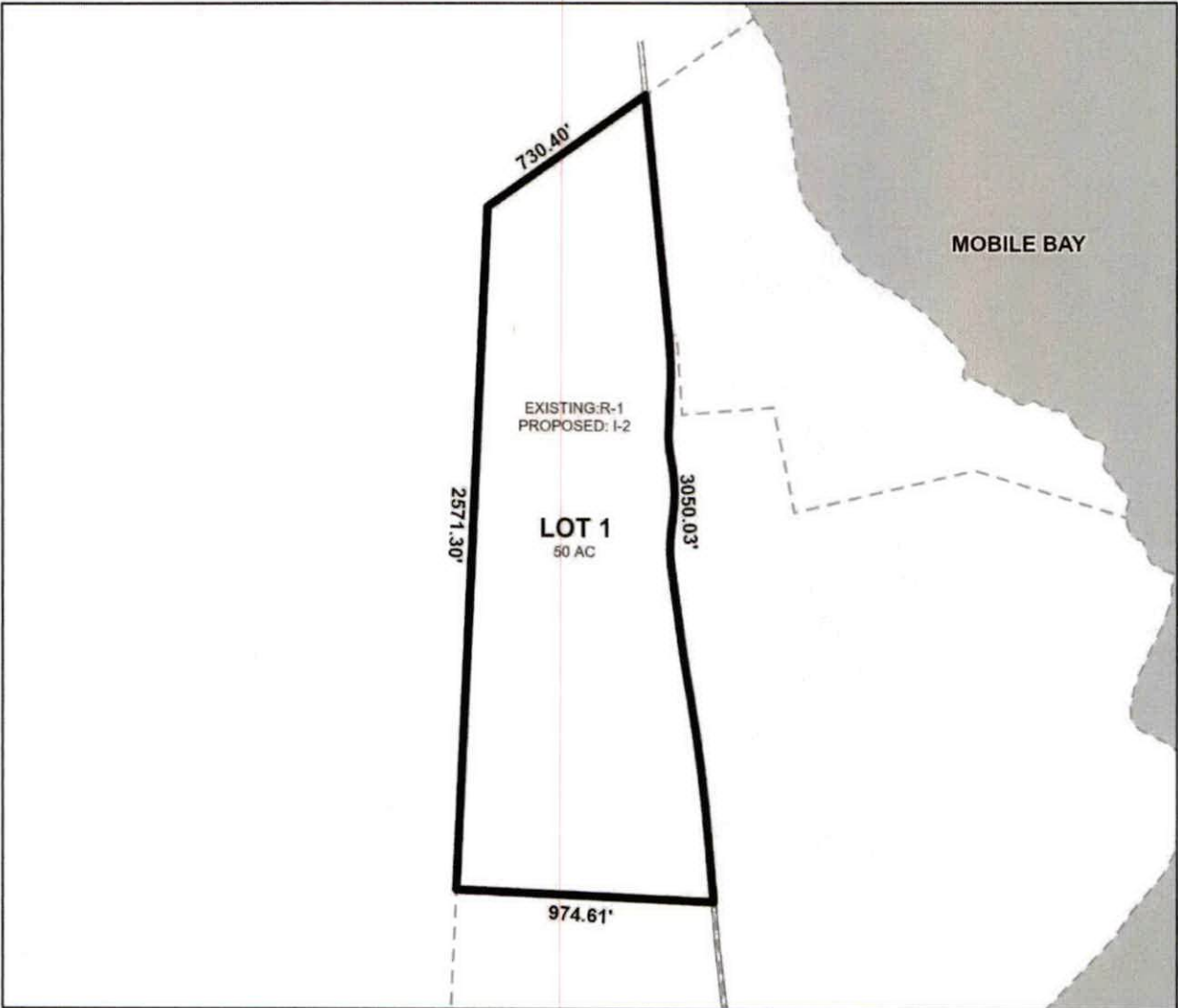
APPLICANT Phillip Burton, Burton Property Group, LLC

REQUEST Rezoning from R-1 to I-2

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



SITE PLAN



The site plan illustrates the proposed zoning change.

APPLICATION NUMBER <u>9</u>	DATE <u>April 17, 2025</u>
APPLICANT <u>Phillip Burton, Burton Property Group, LLC</u>	
REQUEST <u>Rezoning from R-1 to I-2</u>	



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

Zoning District Correspondence Matrix

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

Institutional Land Use (INS)

This designation includes land and buildings occupied by municipal and other governmental agencies for the exercise of their functions, to serve the public or provide a civic use or amenity. These include major libraries, airports, public schools and public safety facilities, but exclude parks and public open space which are identified under a separate land use classification (see below). Semi-public uses such as grammar and high schools, colleges and universities, hospitals, and other major institutions that serve the public and/or operate in a public function are

included. Parks and public open space are not included but have their own land use classification.

Note: Small-scale properties (less than 2 acres) accommodating subsidiary public and semi-public facilities, such as branch libraries, substations, satellite clinics, etc., may not be specifically called out in the FLUM under this land use designation, but may instead be considered part of the array of integrated complementary uses typically found in a residential neighborhood or a mixed-use center or corridor. The specific location and design of these complementary uses is subject to zoning.

NOTICE OF PUBLIC HEARING OF PROPOSED AMENDMENT OF THE UNIFIED DEVELOPMENT CODE

NOTICE is hereby given that the City Council of the City of Mobile proposes to consider the adoption of the below **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 10th day of June, 2025 at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

HISTORIC AVENUE OVERLAY

A. Applicability

1. This Article applies to residential properties within the Historic Avenue Overlay, the boundaries of which are depicted on the official Zoning Map and is the area as follows:

(a) Beginning at the intersection of North Broad Street and Spring Hill Avenue; continuing westward along the centerline of Spring Hill Avenue to the intersection with North Ann Street; thence westward from the intersection of North Ann Street and Spring Hill Avenue along the centerline of Saint Stephens Road to the intersection with Three Mile Creek; thence northeast along the centerline of Three Mile Creek to the centerline of Dr. Martin Luther King, Jr. Avenue; thence northwest along the centerline of Dr. Martin Luther King, Jr. Avenue to Butchers Lane; thence northeast along the centerline of Butchers Lane to Pecan Street; thence southeast along the centerline of Pecan Street to the centerline of Three Mile Creek Canal; thence northeast along the centerline of Three Mile Creek Canal to a point marking the extension of the northern boundary of the Fisher Tract, as recorded in Deed Book 22, Page 330-333, of the Mobile County Probate Court; thence southeast along the northern boundary of the Fisher Tract and its extension to a point intersecting with the centerline of Marion Street; thence northeast along the centerline of Marion Street to a point on the centerline of One Mile Creek; thence southward along the centerline of One Mile Creek, as depicted on the Water Street Area Urban Renewal Project, First Unit plat recorded in Map Book 18, Page 68, of the Mobile County Probate Court, to a point on the centerline of Beauregard Street; thence southwest along the centerline of Beauregard Street, which becomes North Broad Street, to the intersection of North Broad Street and Spring Hill Avenue, back to the point of beginning.

2. Properties developed or redeveloped within the Historic Avenue Overlay shall comply with the regulations of the Historic Avenue Overlay, all applicable requirements of the Uniform Development Code, and all other applicable requirements of the City Code,

including but not limited to Chapter 17 – Stormwater Management and Flood Control and Chapter 25 – Garbage, Litter And Lot Maintenance.

3. Except where explicitly provided to the contrary, whenever the requirements of these Overlay regulations are in conflict with the other requirements of this Chapter, the requirements within this Overlay shall supersede.

4. However, the underlying requirements remain applicable where this overlay remains silent. To the extent that the requirements of this Overlay conflict with any requirements of the Unified Development Code, the requirements of this Overlay shall govern. However, the base zoning district requirements apply where this Overlay is silent.

B. Purpose and Intent

1. This Overlay establishes an overall strategy for improving the community by encouraging sustained reinvestment, in-fill development, new residential development, enhanced economic opportunity, and better quality of life for residents, while maintaining the historic fabric of the neighborhoods and the rhythm and continuity of the existing streetscapes.

2. This Overlay recognizes that with very few exceptions the properties within this Overlay are primarily zoned for Single-Family residences or Two-Family residences, and therefore it is the intent of this Overlay to preserve the historic residential fabric of the communities while encouraging a diversity of housing types. By adopting this Overlay, it is the intention of the City Council to discourage the rezoning of any property within the Overlay boundaries to R-3, Multi-Family Residential.

C. Lot of Record

1. A Lot of Record is defined as a lot which is part of a subdivision, the plat of which has been recorded in the Office of the Probate Court of Mobile County, or a lot described by metes and bounds, the description of which has been recorded in the Office of the Probate Court of Mobile County prior to the date of annexation or March 8, 1962.

(a) Lots of Record as defined above may be developed for Single-Family Dwellings, Duplexes, Triplexes, Accessory Dwelling Units (ADU), Cottage Courts, and Townhomes by Right in compliance with all other requirements of this Overlay.

2. For sites that are not a Lot of Record, the applicant should work with the Planning Staff regarding the requirements for Subdivision approval.

D. Permitted Uses.

1. Duplexes.

(a) A Duplex is a detached house on a single lot designed for and occupied exclusively as the residence of not more than two (2) families, each living as an independent housekeeping unit.

(b) One (1) Duplex is allowed by right on a single lot, subject to the requirements of Section E. Dimensional Standards of this Overlay.

(c) Two (2) off-street parking spaces are required for each Duplex.

2. Triplexes.

(a) A Triplex is a detached house on a single lot designed for and occupied exclusively as the residence of not more than three (3) families, each living as an independent housekeeping unit.

(b) One (1) Triplex is allowed by right on a single lot that is 4,500 square feet or larger, subject to the requirements of Section E. Dimensional Standards of this Overlay.

(c) Three (3) off-street parking spaces are required for each Triplex.

3. Accessory Dwelling Units.

(a) An Accessory Dwelling Unit (ADU) is a secondary, independent living facility located in, or on the same lot or Building site as, a single-family residence. This includes a Building or part of a Building that provides complete independent living facilities, including a kitchen, living room, bathroom and bedroom, and that is attached to the principal dwelling, or a detached Building on the same lot or Building site.

(b) Applicability. This Section allows Accessory Dwelling Units (ADUs) with standards to ensure that they do not change the residential character of the principal use.

(c) Where Allowed:

(1) ADUs are permitted by right in the Overlay on residential lots that do not have more than one (1) dwelling unit. ADUs are not permitted on lots containing a Duplex, Triplex or a Cottage Court.

(2) There shall not be more than one (1) ADU on the same lot as a principal dwelling unit.

(d) Dimensional Standards

(1) ADUs shall not exceed a gross floor area of more than 50% of the principal structure's floor area.

(2) No ADU may be taller than the principal dwelling unit.

(e) Location of ADU

(1) An ADU shall be located behind the principal dwelling and comply with the setback requirements of Section E. Dimensional Standards of this Overlay.

(2) An ADU shall not be located in any recorded easement.

(f) Building Standards.

(1) All Structures used for ADUs shall comply with current Building Code requirements, including the obtaining of all required building and construction permits, inspections and approvals.

(2) All Structures used for ADUs shall be affixed to or constructed on a permanent foundation.

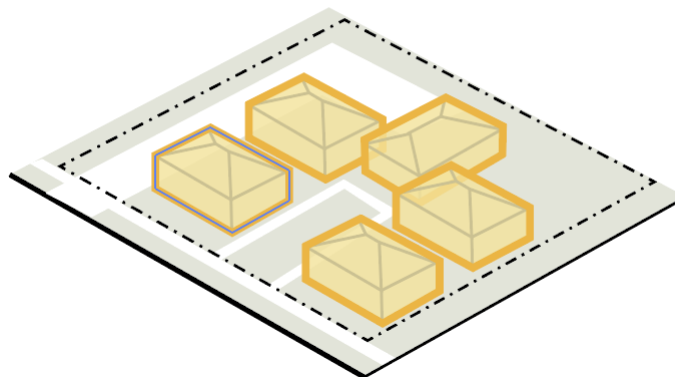
(3) A manufactured or mobile home shall not be used for an ADU.

(4) A moveable Structure shall not be used for an ADU.

(g) Parking. Any ADU located on a corner lot shall provide at least one (1) off-street parking space.

4. Cottage Courts

Figure 64-15-1.1 Cottage Courts



(a) Cottage Courts consist of three (3) or more detached, single-family dwellings arranged around a courtyard or open space.

(1) Cottage Courts are allowed by Right subject to the following requirements:

- a. For three dwellings on a single lot, the lot must consist of 6,000 square feet or greater.
- b. For four (4) dwellings or more, an additional 1,000 square feet of lot size is required per dwelling.
- c. One (1) off-street parking space per dwelling unit must be provided and cannot be located between the dwelling unit or courtyard/open space and the street.

5. Townhome

(a) A Townhome is a single-family dwelling unit erected in a row as a single building on adjoining lots, each being separated from the adjoining unit or units by a fire wall (constructed in accordance with applicable building codes) along the dividing lot line and in compliance with the Section E. Dimensional Standards of this Overlay.

(b) Townhomes constructed on adjoining lots are allowed by right, subject to the requirements of the Dimensional Standards of this Overlay.

(c) One (1) off-street parking space is required for each Townhome.

E. Dimensional Standards.

1. Applications to create new legal lots of record shall comply with the requirements of this Overlay.

2. When subdividing an existing lot into one (1) or more lots, no new lot shall be smaller in area than 2,000 square feet, or narrower in width than 20 feet.

Lot Area	No minimum lot area required; however, for newly created lots the minimum lot area shall be 2,000 square feet.
Lot Width	For newly created lots, no new lots shall be narrower in width than 20 feet.
Coverage (max)	For lots less than 6,000 sq. ft. building site coverage may go up to 75% including an ADU. Otherwise, underlying district requirements apply.

Height (max)	35 -feet
Front Yard (min-max)	The Front Yard setback shall be a minimum of five (5) feet. The maximum setback shall be no greater than the setback of any existing structure on the same side of the street within the same block face, but in no event more than 25-feet.
Side Yard (min)	Side Yards must be in compliance with all applicable building and fire codes (exclusive of right-of-way). Additions to an existing Structure may align with the existing building. For attached homes such as townhomes (i.e. zero-lot line), the side yard setback for lots adjoining lots outside the development must provide a minimum three (3) foot side yard setback. For corner lots, the side street setback shall be at least five (5) feet; however, additions to an existing dwelling may align with said dwelling.
Rear Yard (min)	5 feet

F. Developmental Standards.

1. Sites located in City designated flood zones must have a finished floor elevation that meets the minimum standards of the City of Mobile Engineering Departments Flood Damage Control Ordinance.

a. Additionally, sites located within an area of known flooding as designated by the City Engineer must comply with the requirements set forth by the City Engineer.

G. Parking

1. Unless otherwise specified in this Overlay, lots 30 feet or more in width shall provide one (1) parking space for each single-family dwelling unit. For lots less than 30 feet in width, no off-street parking is required for a Single-Family dwelling.

H. Existing Foundations

1. A residential structure may be placed on an existing foundation footprint subject to compliance with the applicable Building Code and Section F. Developmental Standards.
2. Expansion of, or additions to, the existing foundation footprint shall comply with Section E. Dimensional Standards of this Overlay.

Written comments may be submitted. Those desiring to submit written comments may email them to cityclerk@cityofmobile.org or may mail them to City Clerk, City of Mobile, P.O. Box 1827, Mobile, Alabama 36633, or hand deliver them to the City Clerk's Office, 9th Floor, Mobile Government Plaza, South Tower, 205 Government Street, Mobile, Alabama 36644.

Written comments must be received by 2:00 p.m. on Thursday, June 5, 2025.

**NOTICE OF PUBLIC HEARING
OF PROPOSED AMENDMENT OF THE
UNIFIED DEVELOPMENT CODE**

NOTICE is hereby given that the City Council of the City of Mobile proposes to consider the adoption of the below synopsisized **amendment** to the Ordinance adopted on the 12th day of July, 2022, and known as the “Unified Development Code”. The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 10th day of June, 2025 at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

The proposed amendment to the Unified Development Code was published in full on the 14th day of May 2025 in the Lagniappe.

The proposed Historic Avenue Overlay is intended to establish an overall strategy for improving the community by encouraging sustained reinvestment, in-fill development, new residential development, enhanced economic opportunity, and better quality of life for residents, while maintaining the historic fabric of the neighborhoods and the rhythm and continuity of the existing streetscapes.

The Overlay will apply to residential properties within the following described area:

Beginning at the intersection of North Broad Street and Spring Hill Avenue; continuing westward along the centerline of Spring Hill Avenue to the intersection with North Ann Street; thence westward from the intersection of North Ann Street and Spring Hill Avenue along the centerline of Saint Stephens Road to the intersection with Three Mile Creek; thence northeast along the centerline of Three Mile Creek to the centerline of Dr. Martin Luther King, Jr. Avenue; thence northwest along the centerline of Dr. Martin Luther King, Jr. Avenue to Butchers Lane; thence northeast along the centerline of Butchers Lane to Pecan Street; thence southeast along the centerline of Pecan Street to the centerline of Three Mile Creek Canal; thence northeast along the centerline of Three Mile Creek Canal to a point marking the extension of the northern boundary of the Fisher Tract, as recorded in Deed Book 22, Page 330-333, of the Mobile County Probate Court; thence southeast along the northern boundary of the Fisher Tract and its extension to a point intersecting with the centerline of Marion Street; thence northeast along the centerline of Marion Street to a point on the centerline of One Mile Creek; thence southward along the centerline of One Mile Creek, as depicted on the Water Street Area Urban Renewal Project, First Unit plat recorded in Map Book 18, Page 68, of the Mobile County Probate Court, to a point on the centerline of

Beauregard Street; thence southwest along the centerline of Beauregard Street, which becomes North Broad Street, to the intersection of North Broad Street and Spring Hill Avenue, back to the point of beginning.

The Overlay recognizes that with very few exceptions the properties within the Overlay are primarily zoned for Single-Family residences or Two-Family residences, and therefore it is the intent of the Overlay to preserve the historic residential fabric of the communities while encouraging a diversity of lower density housing types. Except where explicitly provided to the contrary, whenever the requirements of the Overlay regulations are in conflict with the other requirements of the Unified Development Code, Chapter 65 of the Mobile City Code, the requirements within the Overlay shall supersede and govern.

The Overlay provides as follows:

1. Defined Lots of Record may be developed for Single-Family Dwellings, Duplexes, Triplexes, Accessory Dwelling Units (ADU), Cottage Courts, and Townhomes by Right in compliance with all other requirements of this Overlay.
2. One Duplex, as defined in the Overlay, is allowed by right on a single lot, subject to the requirements of the Dimensional Standards of the Overlay; and that two (2) off-street parking spaces are required for each Duplex.
3. One Triplex, as defined in the Overlay, is allowed by right on a single lot that is 4,500 square feet or larger, subject to the requirements of the Dimensional Standards of the Overlay; and that three (3) off-street parking spaces are required for each Triplex.
4. Accessory Dwelling Units (ADUs) are permitted by right in the Overlay on residential lots that do not have more than one (1) dwelling unit. ADUs are not permitted on lots containing a Duplex, Triplex or a Cottage Court.

There shall not be more than one (1) ADU on the same lot as a principal dwelling unit.

ADUs shall not exceed a gross floor area of more than 50% of the principal structure's floor area.

No ADU may be taller than the principal dwelling unit.

An ADU shall be located behind the principal dwelling and comply with the setback requirements of Dimensional Standards of the Overlay.

All Structures used for ADUs shall be affixed to or constructed on a permanent foundation. A manufactured or mobile home shall not be used for an ADU. A moveable Structure shall not be used for an ADU.

Any ADU located on a corner lot shall provide at least one (1) off-street parking space.

5. Cottage Courts consisting of three (3) or more detached, single-family dwellings arranged around a courtyard or open space, are allowed by Right subject to certain requirements.

6. Townhomes constructed on adjoining lots are allowed by right, subject to Dimensional Standards established by the Overlay.

7. Unless otherwise specified in this Overlay, lots 30 feet or more in width shall provide one (1) parking space for each single-family dwelling unit. For lots less than 30 feet in width, no off-street parking is required for a Single-Family dwelling.

8. A residential structure may be placed on an existing foundation footprint subject to compliance with applicable Building Code and Developmental Standards.

Written comments may be submitted. Those desiring to submit written comments may email them to cityclerk@cityofmobile.org, or may mail them to City Clerk's Office, City of Mobile, P.O. Box 1827, Mobile, Alabama 36633, or may deliver them to the City Clerk's Office, 9th Floor, Mobile Government Plaza, South Tower, 205 Government Street, Mobile, Alabama 36644.

Written comments must be received by noon on 2:00 p.m. on Thursday, June 5, 2025.



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 17, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Agreement to provide accounting services to the SWDA

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution - Standard - SWDA Landfill Accounting Agreement
2. SWDA Accounting Agreement

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are authorized to execute and attest, respectively, for and on behalf of the City of Mobile, the Agreement for accounting services described in the LANDFILL ACCOUNTING AGREEMENT between the City of Mobile and the Solid Waste Disposal Authority (SWDA) of The City of Mobile, Alabama attached hereto or one with wording substantially similar, and made apart hereof, as though set forth in full, and to take such further action necessary to effectuate the Agreement. A copy of said Agreement is on file in the office of the City Clerk.

ADOPTED: _____

City Clerk

LANDFILL ACCOUNTING AGREEMENT

This LANDFILL ACCOUNTING AGREEMENT (“Agreement”), is effective as of June ___, 2025, between Solid Waste Disposal Authority of The City of Mobile, Alabama (“SWDA”), and The City of Mobile, Alabama (“City”) (collectively, the “Parties”).

RECITALS

WHEREAS, the SWDA was formed by the City of Mobile pursuant to §11-89A-1 et. seq. of the Alabama Code (“Act”); and

WHEREAS, the SWDA has been the owner of the Chastang Sanitary Landfill (Landfill) in Mount Vernon, Alabama since 1993, acquiring it from the City in that year; and

WHEREAS, the Landfill is leased to Waste Away Group, Inc. as part of a 2003 Bond Issue whereby the SWDA issued bonds, the proceeds of which were used for the construction of the GCCS; and

WHEREAS, the Landfill is operated pursuant to that certain Solid Waste Management Contract (“WM Operating Agreement”) entered into as of October 6, 1993 between the SWDA and Transamerican Waste Industries, Inc (“TWI”); and

WHEREAS, Waste Management, Inc., along with its affiliates, Waste Away Group, Inc. and WM Mobile Bay Environmental Center, Inc., (collectively, “WM”) are the successors to TWI; and

WHEREAS, the City is the Determining Municipality, and Determining Subdivision of the SWDA as defined under the Act; and

WHEREAS, the Act, specifically § 11-89A-15, provides for the that the City may provide services to the SWDA that benefit its function; and

WHEREAS, the SWDA is a non-profit entity third party entity, and its net earnings, pursuant to § 11-89A-19, are paid to its Determining Subdivision, in this case the City; and

WHEREAS, the SWDA does not have an accounting or bookkeeping department to handle its royalties from various operations at the Chastang Landfill, and the City has historically performed, and is currently performing, accounting functions for the SWDA; and

WHEREAS, the Parties intend that the purpose of this Agreement is to ratify and memorialize the arrangement and understanding of the Parties relating to the accounting services provided to the SWDA by the City, and the mutual benefit to both Parties of this arrangement:

NOW, THEREFORE, in consideration of the promises described herein, the mutual benefit of the Parties and other good and valuable consideration, the Solid Waste Disposal Authority of The City of Mobile, Alabama and The City of Mobile, Alabama agree as follows:

1. The City agrees to designate an employee in the Accounting Department who at the direction of the City's Comptroller will account for all income paid to the SWDA, including but not limited to the receipt of royalty payments that are due to the SWDA, and further pay all expenses, fees, costs, settlements, and other expenditures authorized by the SWDA. It is understood and acknowledged that the City Comptroller will supervise this process and be available to the SWDA to answer any questions relating to the account and provide account balances, and income and expense details and history. The City understands and agrees that its approval is not needed with respect to payments authorized by SWDA, and that it will process and make the payments as directed by the SWDA.
2. The City will provide a line-item monthly accounting statement that accurately depicts the SWDA's balance, and income and expense information. The City shall confirm that the SWDA's balance as reflected on the line item is in immediate available funds and provide the Chairman of the SWDA or the Chairman's designee with monthly accounting reports showing the balance, income and expenses for each month.
3. The City agrees to promptly pay all reasonable expenses, fees, costs and settlements authorized by the Director of Public Works/Services and the SWDA through its Chairman or Chairman's designee.
4. The City understands and acknowledges that certain expenses of the Chastang Landfill may relate to a portion of the Landfill operated by the City prior to 1993, and that certain expenses, including monitoring and testing expenses and costs, may be associated with disproving assertions made by the Landfill Operator. In those situations, the City agrees to pay those costs directly to, or reimburse, the SWDA for such costs.
5. The Parties acknowledge that the term of this Agreement extends for a period of Forty-Five (45) years as provided in the Act, and any extension thereof as the Act allows.
6. The Parties each, respectively, represent and warrant that their execution of this Agreement is duly authorized by their respective bodies and entities.
7. The Parties each acknowledge there shall be no third party beneficiaries to this agreement.
8. This agreement may be terminated by either party by providing thirty (30) days written notice to the other party.

WHEREUPON, the Parties have set their executed same on this the __ day of _____, 2025.

Solid Waste Disposal Authority of The City
of Mobile, Alabama.

By: _____
Pete Riehm, Chairman

Attest: _____
Secretary

The City of Mobile, Alabama.

By: _____
William S. Stimpson, Mayor

Attest: _____
City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 17, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Long Lewis Ford of the Shoals, Inc for 2025 Ford Transit high-roof cargo van for Museum of Art.

Amount of Contract:

\$50,688.50

Funding Source

General fund.

ATTACHMENTS:

1. 20250604 Long Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 10 June 2025 Date Item No. _____

Submitted by: Procurement Department John Paine, Purchasing Agent Department Head

Sponsored by: William S. Stimpson Name Mayor Title

Reviewed by: _____ Executive Director

Routing Authorized: James Barber Mayor's Office _____ Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Long Lewis Ford of the Shoals, Inc.

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Long Lewis Ford of the Shoals, Inc for 2025 Ford Transit
high-roof cargo van for Museum of Art.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$50,688.50

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual-cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: AL state contract

How many bidders received bid packages (if applicable): NA

How many bidders submitted bids (if applicable): NA

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>25266</u>	2025	(F7000) MOTOR POOL	2025 FORD TRANSIT HIGH ROOF CARGO VAN FOR MUSEUM OF ART (AL STATE CONTRACT)	\$50,688.50	<u>(290649) LONG LEWIS FORD OF THE SHOALS, INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025266-00 FY 2025 Acct No: 1000.50.23.0560.0560.4000.0000.0000.45040. Review: Buyer: Status: Approved
--	--

Page 1

Vendor LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/25	290649				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	2025 OR NEWER FORD TRANSIT HIGH ROOF VAN AS FOLLOWS: EXTERIOR LENGTH:219.9"; EXTERIOR WIDTH: 81.3"; EXTERIOR HEIGHT 82.2"; WHEELBASE: 148"; CARGO VOLUME: 277.7CU.FT GVWR 8,670// BODY EXTERIOR: 3 DOORS; SLIDING RIGHT REAR PASSENGER; DRIVER AND PASSENGER POWER REMOTE; MANUAL FOLDING DOOR MIRRORS; BLACK DOOR MIRRORS; BLACK BUMPERS; MANUAL AIR CONDITIONING; POWER FRON WINDOWS; DRIVER 1 TOUCH DOWN; REMOTE POWER DOOR LOCKS WITH 2 STAGE UNLOCK AND ILLUMINATED ENTRY; MANUAL TILT STEERING WHEEL; MANUAL TELESCOPIC STEERING WHEEL; A11 EMERGENCY SOS, WIRELESS PHONE CONNECTIVITY; 1 1ST ROW LCD MONITOR; FRONT CUPHOLDERS; DRIVER AND PASSENGER DOOR BINS; SEATING CAPACITY OF 2; FRONT BUCKET SEATS; 4-WAY DRIVER SEAT ADJUSTMENT; 4-WAY PASSENGER SEAT ADJUSTMENT; AM/FM STEREO RADIO; AUXILIARY AUDIO INPUT; EXTERNAL MEMORY CONTROL; STEERING WHEEL MOUNTED RADIO CONTROLS; 4 SPEAKERS; STREAMING AUDIO; FIXED ANTENNA; HALOGEN AEROCOMPOSITE HEADLIGHTS; BRAKE ASSIST W/HILL HOLD CONTROL;	1.00 EACH	49950.50000	49950.50

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025266-00 FY 2025 Acct No: 1000.50.23.0560.0560.4000.0000.0000.45040. Review: Buyer: Status: Approved	Page 2
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Vendor LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/25	290649				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	DUAL FRONT IMPACT AIRBAG SUPPLEMENTAL RESTRAINT SYSTEM W/PASSENGER CANCEL; DUAL SEAT MOUNTED SIDE IMPACT AIRBAG SUPPLEMENTAL RESTRAINT SYSTEM; SAFETY CANOPY SYSTEM CURTAIN 1ST ROW OVERHEAD AIRBAG SUPPLEMENTAL RESTRAINT SYSTEM; BLIND SPOT INFO SYSTEM; AIRBAG SUPPLEMENTAL RESTRAINT SYSTEM OCCUPANCY SENSOR; POWER REMOTE DOOR LOCKS W/2 STAGE UNLOCK AND PANIC ALARM; MANUALLY ADJUSTABLE FRONT HEAD RESTRAINTS; 3.5PFDI V6 ENGINE;TRANSIT CARGO VAN HIGH ROOF 148 WB. LONG RWD; BACK UP ALARM; DRIVER/PASS VINYL SEAT W/ARM REST;RUNNING BOARDS;WHITE IN COLOR WITH THE FOLLOWING OPTIONS R1X HIGH ROOF 148 WHEELBASE RWD 43B BACK UP ALARM 21P VINYL SEATS 68H RUNNING BOARDS PYZ WHITE AS PER STATE OF ALABAMA CONTRACT T-191 MA220000003123-11 AND YOUR QUOTE Additional Description Notes ----- 2025 OR NEWER FORD TRANSIT HIGH ROOF VAN AS FOLLOWS: EXTERIOR LENGTH:219.9"; EXTERIOR WIDTH: 81.3"; EXTERIOR HEIGHT 82.2"; WHEELBASE: 148"; CARGO VOLUME: 277.7CU.FT GVWR 8,670// BODY EXTERIOR: 3 DOORS; SLIDING RIGHT REAR PASSENGER; DRIVER AND PASSENGER POWER REMOTE; MANUAL FOLDING DOOR MIRRORS; BLACK DOOR MIRRORS; BLACK BUMPERS; MANUAL AIR CONDITIONING; POWER FRON			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025266-00 FY 2025 Acct No: 1000.50.23.0560.0560.4000.0000.0000.45040. Review: Buyer: Status: Approved	Page 3
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Vendor LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/25	290649				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	WINDOWS; DRIVER 1 TOUCH DOWN; REMOTE POWER DOOR LOCKS WITH 2 STAGE UNLOCK AND ILLUMINATED ENTRY; MANUAL TILT STEERING WHEEL; MANUAL TELESCOPIC STEERING WHEEL; ALL EMERGENCY SOS, WIRELESS PHONE CONNECTIVITY; 1 1ST ROW LCD MONITOR; FRONT CUPHOLDERS; DRIVER AND PASSENGER DOOR BINS; SEATING CAPACITY OF 2; FRONT BUCKET SEATS; 4-WAY DRIVER SEAT ADJUSTMENT; 4-WAY PASSENGER SEAT ADJUSTMENT; AM/FM STEREO RADIO; AUXILIARY AUDIO INPUT; EXTERNAL MEMORY CONTROL; STEERING WHEEL MOUNTED RADIO CONTROLS; 4 SPEAKERS; STREAMING AUDIO; FIXED ANTENNA; HALOGEN AEROCOMPOSITE HEADLIGHTS; BRAKE ASSIST W/HILL HOLD CONTROL; DUAL FRONT IMPACT AIRBAG SUPPLEMENTAL RESTRAINT SYSTEM W/PASSENGER CANCEL; DUAL SEAT MOUNTED SIDE IMPACT AIRBAG SUPPLEMENTAL RESTRAINT SYSTEM; SAFETY CANOPY SYSTEM CURTAIN 1ST ROW OVERHEAD AIRBAG SUPPLEMENTAL RESTRAINT SYSTEM; BLIND SPOT INFO SYSTEM; AIRBAG SUPPLEMENTAL RESTRAINT SYSTEM OCCUPANCY SENSOR; POWER REMOTE DOOR LOCKS W/2 STAGE UNLOCK AND PANIC ALARM; MANUALLY ADJUSTABLE FRONT HEAD RESTRAINTS; 3.5PFDI V6 ENGINE;TRANSIT CARGO VAN HIGH ROOF 148 WB. LONG RWD; BACK UP ALARM; DRIVER/PASS VINYL SEAT W/ARM REST;RUNNING BOARDS;WHITE IN COLOR			

AS REQUESTED BY 0560-MOBILE MUSEUM OF ART

1	1000.50.23.0560.0560.4000.0000.0000.45040.	49950.50
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Ship To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 TRAVESIA AGEE

Deliver To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025266-00 FY 2025 Acct No: 1000.50.23.0560.0560.4000.0000.0000.45040. Review: Buyer: Status: Approved
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Page 4

Vendor LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/25	290649				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
002	FREIGHT	1.00 EACH	738.00000	738.00
	Vendor Item Inventory Item/Loc 14009			
1	1000.50.23.0560.0560.4000.0000.0000.45040.			738.00
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE			
	Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 50688.50

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

Account	Amount	Remaining Budget
1000.50.23.0560.0560.4000.0000.0000.45040.	50688.50	293130.69
MOBILE MUSEUM OF ART EXP	MOTOR POOL BUDGET RATE	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025266-00 FY 2025 Acct No: 1000.50.23.0560.0560.4000.0000.0000.45040. Review: Buyer: Status: Approved
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Page 5

Vendor
 LONG LEWIS FORD OF THE SHOALS, INC
 2800 WOODWARD AVE

Ship To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET

MUSCLE SHOALS, AL 35661

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Tel#256-386-7800
 Fax 256-263-4613

Delivery Reference
 TRAVESIA AGEE

Deliver To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/25	290649				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
***** Approval/Conversion Info *****			
Activity Date Clerk	Comment		
Approved 06/03/25 DONALD ROSE	Auto approved by: 9105paij		
Approved 06/03/25 SANDRA LEWIS	Auto approved by: 9105paij		
Approved 06/03/25 STEVEN KRONINGER	Auto approved by: 9105paij		
Approved 06/03/25 SAMANTHA COOLEY	Auto approved by: 9105paij		
Approved 06/03/25 CLAUDE BUERGER IV	Auto approved by: 9105paij		
Approved 06/03/25 ANNE FOLEY	Auto approved by: 9105paij		
Approved 06/03/25 JOHN PAINE			

Authorized By: _____ Date: _____
 Signature

Contract Header

Contract

Ford Fleet T191 Long Lewis Shoals

Supplier

Long-Lewis Of The Shoals Inc

Linked Solicitation

Ford Fleet T191 -Bid-

Type

Master Agreement

Contract Code

MA220000003123

Sourcing Number

SRC0000007870

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	334-242-4610

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Christina	Croteau	christina.croteau@longlewis.net	256-710-5229
Christina	Croteau	christina.croteau@longlewis.net	256-710-5229

2 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

6/14/2022

End Date

6/14/2026

Documents

- Master_Agreement_V1.pdf
- 2023 Order Bank Opening Updates.pdf
- Master_Agreement_V1 (7).pdf
- Updated Ford_Bid_specs T191 5-23-22.pdf
- Ford 2023 Order Bank Opening Updates.pdf
- MA220000003123_Long_Lewis_of_the_Shoals_T191_V1.pdf

Items

Item Name	Product Code	UOM
Ford Escape	220000003123-1	31,289.50 Each
Ford Bronco Sport	220000003123-2	37,945.50 Each
Ford Edge	220000003123-4	34,658.50 Each

Item Name	Product Code	UOM	
Ford Expedition	220000003123-5	49,920.50	Each
Ford Transit Passenger 15 Van	220000003123-9	53,880.50	Each
Ford Transit Cargo Van	220000003123-11	45,998.50	Each
Optional Equipment	220000003123-36	0.00	USD
Vehicle Delivery	220000003123-37	0.00	USD



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 17, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sunbelt Fire Inc for 30 sets of fire bunker gear and boots, and 30 fire helmets, for MFRD.

Amount of Contract:

\$146,550.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250603 Sunbelt Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 10 June 2025 Date Item No. _____

Submitted by: Procurement Department John Paine, Purchasing Agent Department Head

Sponsored by: William S. Stimpson Name Mayor Title

Reviewed by: _____ Executive Director

Routing Authorized: James Barber Mayor's Office _____ Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Sunbelt Fire Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Sunbelt Fire Inc for 30 sets of fire bunker gear and boots,
and 30 fire helmets, for MFRD.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$146,550.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual-cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: HGAC cooperative purchasing agreement, not on state contract.

How many bidders received bid packages (if applicable): NA

How many bidders submitted bids (if applicable): NA

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>24785</u>	2025	(1510) FIRE ADMINISTRATION	30 SETS OF FIRE BUNKER GEAR (COATS AND PANTS), 30 PAIRS OF LEATHER FIRE BOOTS, AND 30 FIRE HELMETS FOR MFRD (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$146,550.00	<u>(198904)</u> <u>SUNBELT FIRE</u> <u>INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024785-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 1
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Vendor SUNBELT FIRE INC 8050 MCGOWIN DRIVE FAIRHOPE, AL 36532 Tel#251-928-9917 Fax 251-928-9933	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/20/25	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER QUOTE Q-36760/Q-36761/Q-36759 AND HGAC CONTRACT EE11-24 FIRE PROTECTION CLOTHING AS SPECIFIED: FIRE COAT, GLDC364-J Gxcel Coat, PBI Max, Glide Ice PBI G2, Stedair Gold ; *HGAC Contract: EE11-24* PER QUOTE Q-36759 Vendor Item	30.00 EACH	2215.00000	66450.00
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1	1000.30.15.1510.1522.1510.0000.0000.44020.			66450.00
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

002	FIRE PROTECTION CLOTHING AS SPECIFIED: FIRE PANT, GLFC364-J	30.00 EACH	1660.00000	49800.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024785-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 2
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Vendor
 SUNBELT FIRE INC
 8050 MCGOWIN DRIVE

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

FAIRHOPE, AL 36532

MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Tel#251-928-9917
 Fax 251-928-9933

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/20/25	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Pant System, PBI Max, Glide Ice PBI G2, Stedair Gold *HGAC Contract: EE11-24* PER QUOTE Q-36759 Vendor Item			

1 6120.70.15.0000.0000.1510.0000.0000.44020. 49800.00

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

003	BOOTS FIRE, LEATHER, PULL ON, BLACK.	30.00 EACH	585.00000	17550.00
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Additional Description Notes

BOOT, LEATHER 14" GLOBE, PULL ON
 GL1201420; *HGAC Contract: EE11-24* PER QUOTE Q-36761
 Vendor Item
 Inventory Item/Loc 13931

1 6120.70.15.0000.0000.1510.0000.0000.44020. 1755.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024785-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 3
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Vendor SUNBELT FIRE INC 8050 MCGOWIN DRIVE FAIRHOPE, AL 36532 Tel#251-928-9917 Fax 251-928-9933	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/20/25	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
2	1000.30.15.1510.1522.1510.0000.0000.44020.			15795.00
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607				
004	HAT/HELMET SAFETY INC FIRE HELMET AS SPECIFIED; HELMETS; MSA10247315 Stock Black 1836, Defender, Blk Nomex Earlaps, Carved Brass Eagle; *HGAC Contract: EE11-24* PER QUOTE Q-36760 Vendor Item	30.00 EACH	425.00000	12750.00
1	6120.70.15.0000.0000.1510.0000.0000.44020.			12750.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024785-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 4
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Vendor SUNBELT FIRE INC 8050 MCGOWIN DRIVE FAIRHOPE, AL 36532 Tel#251-928-9917 Fax 251-928-9933	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/20/25	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Requisition Link

Requisition Total 146550.00

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

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.44020.	82245.00	3976045.44
FIRE SUPPRESSION DIV EXP OPERATING SUPPLIES		
6120.70.15.0000.0000.1510.0000.0000.44020.	64305.00	2076438.35
EMERGENCY MEDICAL SVCS EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	06/02/25	DONALD ROSE	Auto approved by: 910520704
Approved	06/02/25	SANDRA LEWIS	Auto approved by: 910520704
Approved	06/02/25	STEVEN KRONINGER	Auto approved by: 910520704
Approved	06/02/25	SAMANTHA COOLEY	



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Product Information

Product Description

Variety of turnout jackets, pants, boots, and hoods

Manufacturer

Globe Manufacturing Company LLC

Contract

EE11-24 Emergency Medical, Safety, and Rescue Equipment

Discount

25%

Keyword(s)

Emergency, medical, safety, rescue

Product Code

Contract Category

Emergency Equipment & Supplies

[View Catalog](#)

Suppliers Offering This Product

Casco Industries, Inc.

David Stewart
david@cascoindustries.com
Phone: 800-551-8787
Fax: 253-681-7877

Sunbelt Fire, Inc.

Kent Bradley
kbradley@sunbeltfire.com
Phone: 800-642-8484 x 106
Fax: 251-928-9933

Sunbelt Fire, Inc.

Mike Sims
msims@sunbeltfire.com
Phone: 800.642.8484
Fax: 251-928-9933

MSA Safety Incorporated

Scott McGuire
scott.mcguire@msasafety.com
Phone: 724-742-8028
Fax: 724-741-1558

Sunbelt Fire, Inc.

Patrick Hitpas Hitpas
phitpas@sunbeltfire.com
Phone: 251-850-6929
Fax:

Contact HGACBuy

Veronica Johnson

veronica.johnson@h-gac.com
Phone: 713-993-2446
Fax: 713-993-4548

[Return to Products & Services](#)[View This Contract](#)

Contact Information

H-GAC Mailing Address:

P.O. Box 22777
Houston, TX. 77227-2777

H-GAC Physical Address

3555 Timmons Lane, Suite 120
Houston, TX 77027

Phone: 1-800-926-0234

Fax: 713-993-4548

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Product Information

Product Description

MSA safety products, PPE, and gas detection equipment

Manufacturer

MSA

Contract

EE11-24 Emergency Medical, Safety, and Rescue Equipment

Discount

15%

Keyword(s)

Safety, PPE, emergency, gas detection

Product Code

Contract Category

Emergency Equipment & Supplies

[View Catalog](#)

Suppliers Offering This Product

Casco Industries, Inc.

David Stewart
david@cascoindustries.com
Phone: 800-551-8787
Fax: 253-681-7877

Sunbelt Fire, Inc.

Kent Bradley
kbradley@sunbeltfire.com
Phone: 800-642-8484 x 106
Fax: 251-928-9933

Sunbelt Fire, Inc.

Mike Sims
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MSA Safety Incorporated

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Sunbelt Fire, Inc.

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Emergency Medical, Safety, and Rescue Equipment

Contract Information

Contract Number

EE11-24

Effective Dates

11/01/2024 - 10/31/2028

Contract Details

A. Emergency Medical Equipment: comprehensive range of emergency medical response equipment and supplies including all types of defibrillators, work/public access automatic external defibrillators (AEDs), chest compression systems, patient monitoring equipment and supplies, patient transport equipment and supplies, patient treatment equipment and supplies, medical kits and bags, and other miscellaneous emergency medical equipment and supplies.

B. Emergency Safety Equipment: comprehensive range of emergency safety equipment including electronic personnel accountability systems and equipment, EMS/Fire/Law Enforcement personal protective equipment (PPE), turnout gear including coats, gloves, helmets, pants, etc., decontamination products and equipment, miscellaneous personal safety equipment and supplies, and other miscellaneous emergency safety equipment and supplies.

C. Emergency Rescue Equipment: comprehensive range of emergency rescue equipment and tools including all types of spreaders, cutters, and combination units, all types of rescue saws, thermal imaging equipment, drone and unmanned aerial vehicle (UAV) equipment, rams, shoring/stabilizing equipment, hoses and related equipment, breathing air systems and equipment, self-contained breathing apparatus (SCBA), portable lights, portable blowers and fans, air lift rescue equipment, all types of water rescue equipment including ice rescue, swift water rescue and flood rescue equipment, flood response equipment and supplies, and other miscellaneous emergency rescue and response equipment and supplies.

Note: Use of this contract may require an additional competitive step. Click here for details (</about/how-to-make-purchases.aspx>)

View Contacts (</contracts/contact-information?contractid=1138>)

[View Documents \(/contracts/documents?contractid=1138\)](/contracts/documents?contractid=1138)

[Return to Products & Services \(/products-and-services?contractid=1138\)](/products-and-services?contractid=1138)

All Products

Search Products				
Description	Code	Manufacturer	Price	Discount
3M ScottFire Safety Price List - Effective May 1, 2024 (/products-and-services/view-product?productid=38731)		3M Company		15%
Accessories, anchors, ascenders, carabiners, connectors, descenders, hardware, rigging, harness fall arrest equipment, working positioning equipment, suspension equipment, hauling & evacuation, headlamps, helmets, kits, lanyards, packs, pulleys, rope, knives. (/products-and-services/view-product?productid=38687)		Petzl		10%
Arctic Compressor 2024 - Breathing air compressor systems (\$175.00/HR Installation) (/products-and-services/view-product?productid=38694)		Arctic Compressors		2%
Adapters, etc. - MES-Kochek 2024 List Price List (/products-and-services/view-product?productid=36341)		Kochek		25%
Adapters, Valves, Caps, Elbows, Flow Meters, Eductors, & Gated Wyes (/products-and-services/view-product?productid=36499)		Task Force Tips (TFT)		25%
Adapters, Valves, Caps, Elbows, Hose Equipment, SCBA Bracket / Straps, & Wrenches (/products-and-services/view-product?productid=36512)		Task Force Tips (TFT)		Varied by product line/catalog
Adapters, Valves, Caps, Elbows, Hose Equipment, SCBA Bracket / Straps, & Wrenches (/products-and-services/view-product?productid=36497)		South Park Brass		5%

AED devices, accessories, and training products (/products-and-services/view-product?productid=36395)	Cubix Safety, Stryker, HeartSine, ZOLL Medical, Cardiac Science, Defibtech, Philips, SafetyMed	Varied by product line/catalog
AED Unit Semi-Automatic AED Plus Electrode Pads Contact (/products-and-services/view-product?productid=36280)	Zoll Medical	10%
AED, CPR, BBP training (/products-and-services/view-product?productid=36398)	SafetyMed	10%
Air Compressor (/products-and-services/view-product?productid=36444)	Arctic Compressor	5%
Air Hammers (/products-and-services/view-product?productid=36439)	Ajax Rescue Tools	5%
All Hose - MES-Kochek 2024 List Price List (/products-and-services/view-product?productid=36340)	Kochek	24%
All lighting Products (/products-and-services/view-product?productid=36508)	Whelen	5%
Anchor devices, Apparel, bags, packs, belts, carabiners, cord, edge protection, gloves, hardware, harnesses, helmets, kits, manuals & guides, miscellaneous, patient care & transport, personal gear, pulleys, rope, bags, straps & lanyards, tripods, water rescue, webbing, winches. (/products-and-services/view-product?productid=38681)	CMC	10%
Ascenders, Escape Kits, Confined Space Rescue & Rescue Equipment (/products-and-services/view-product?productid=36486)	Rescue Tech	5%
Assorted emergency response clothing, footwear, and equipment (/products-and-services/view-product?productid=36397)	Ironwear	25%
Assorted emergency response clothing, gear, and uniforms (/products-and-services/view-product?productid=36366)	5.11	16%
Assorted emergency response clothing, gear, and uniforms (/products-and-services/view-product?productid=36367)	Armor Express	20%

Assorted emergency response clothing, gear, and uniforms (/products-and-services/view-product?productid=36368)	Black Diamond	18%
Assorted emergency response clothing, gear, and uniforms (/products-and-services/view-product?productid=36369)	Fechheimer	4%
Assorted emergency response clothing, gear, and uniforms (/products-and-services/view-product?productid=36370)	Firecraft	3%
Assorted emergency response clothing, gear, and uniforms (/products-and-services/view-product?productid=36374)	Shelby	10%
Assorted emergency response clothing, gear, and uniforms (/products-and-services/view-product?productid=36375)	Weinbrenner/Thorogood	15%
Assorted emergency response clothing, gear, and uniforms (/products-and-services/view-product?productid=36371)	HAIX	15%
Assorted emergency response clothing, gear, and uniforms (/products-and-services/view-product?productid=36373)	Lion	10+%
Assorted emergency response clothing, gear, and uniforms (/products-and-services/view-product?productid=36372)	Kappler	3%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36388)	Pelican	14%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36389)	Rescue 42	4%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36384)	Enforcer	5%

Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36390)	SEEK	2%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36392)	Streamlight	24%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36380)	Elkhart Brass	31%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36391)	Shelby	10%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36393)	SuperVac	20%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36386)	Kochek	28%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36394)	Zico	6%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36376)	Akron Brass	31%

Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36377)	Ansul	11%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36378)	Arctic Compressors	1%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36379)	CET	11%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36381)	Euramco-Ramfan	12%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36382)	Fire Service Plus	5%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36383)	Fireade	5%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36385)	Key	28%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36387)	National Foam	3%
Auto Crib It (/products-and-services/view-product?productid=36483)	Power Hawk	5%

Bear Training Solutions MSRP 2024 (/products-and-services/view-product?productid=38695)	Bear Training Solutions	0%
Belts, Suspenders, Radio Holders (/products-and-services/view-product?productid=36409)	Boston Leather	5%
Black Diamond 2024 MSRP (/products-and-services/view-product?productid=38696)	Black Diamond	10%
Blowers, Fans, Fire Blankets, Thermal Imagers, & Foam Equipment (/products-and-services/view-product?productid=36502)	Tempest	5%
Boots (/products-and-services/view-product?productid=36419)	HAIX	5%
Boots (/products-and-services/view-product?productid=36408)	Black Diamond	5%
Boots, Gloves, Helmets, & Eyewear (/products-and-services/view-product?productid=36411)	CMC	10.00%
Brackets, Bags, Tarps, & SCBA Storage (/products-and-services/view-product?productid=36511)	Ziamatic Corp	5%
Breathing Air Compressor and Fill Equipment (/products-and-services/view-product?productid=38672)	Eagle Air, Inc.	0%
Breathing Air Filtration Equipment (/products-and-services/view-product?productid=38678)	Air Systems	10%
Breathing Air System (/products-and-services/view-product?productid=36489)	SCBAS	5%
Brocco RANKIN 2024 MSRP (/products-and-services/view-product?productid=38697)	Broco Rankin	15%
Bullard Helmets 2024 MSRP Price List (/products-and-services/view-product?productid=38698)	Bullard Helmets	26%
Bullard Thermal Imager 2024 MSRP Price List (/products-and-services/view-product?productid=38699)	Bullard Imagers	7%

Certification, training, accessories, cameras, breach accessories, thermal monoculars, thermal cameras & accessories. (/products-and-services/view-product?productid=38682)	Flir Teledyne	10%
Chemical Suits, Hand & Arm Protection, Safety Vest/Coats (/products-and-services/view-product?productid=36422)	Lakeland	5%
Chisels, Kits, Accessories, Structural Collapse Equipment (/products-and-services/view-product?productid=38679)	Ajax Rescue Tools	10%
CMC Rescue Products (/products-and-services/view-product?productid=36285)	CMC Rescue	5%
Command Light Products (/products-and-services/view-product?productid=36312)	Command Light	10%
Complete RescueONE catalog of rescue boats and options (/products-and-services/view-product?productid=38673)	RescueONE	1%
Compressors, Fill Stations, Cylinders (/products-and-services/view-product?productid=36351)	MES-RevolveAir	0%
Confined space communication equipment & replacement parts (/products-and-services/view-product?productid=38689)	Rescom	10%
Connected Safety Systems for fixed facility & Mobile Lone Workers (/products-and-services/view-product?productid=38677)	Grace Industries	5%
Council Tools Products (/products-and-services/view-product?productid=36303)	Council Tools	15%
Couplings, Adapters, Valves, Nozzles & Fire Equipment (/products-and-services/view-product?productid=36485)	Red Head Brass	5%
Covert Armor Products (/products-and-services/view-product?productid=36294)	Covert Armor	40%
CrewBoss Products (/products-and-services/view-product?productid=36296)	CrewBoss	8%
Cribbing, Blocking, & Grain Bin Rescue (/products-and-services/view-product?productid=36505)	Turtle Plastics	5%

Curaplex Stop the Bleed Kit (/products-and-services/view-product?productid=36283)	North American Rescue	10%
Decon Products (/products-and-services/view-product?productid=36432)	SC Products	5%
Decon Shower & Pools (/products-and-services/view-product?productid=36421)	Husky Portable Containment	15%
Decontamination (/products-and-services/view-product?productid=36252)	FSI	9%
Decontamination (/products-and-services/view-product?productid=36246)	Decon7 Systems	8%
Decontamination, misc. safety equipment, flood equipment (/products-and-services/view-product?productid=36266)	Spill Tech	7%
Delta Fire & Safety Products and Services (/products-and-services/view-product?productid=36284)	Delta Fire & Safety	0%
DQE MSRP Price List - 2024 (/products-and-services/view-product?productid=38700)	DQE Haz-Mat	2%
Dragon Fire Products (/products-and-services/view-product?productid=36297)	Dragon Fire	10%
Drones and unmanned aerial vehicles (/products-and-services/view-product?productid=36275)	Fotokite	8%
Elbows, Adapter, Fittings, & Valves (/products-and-services/view-product?productid=36504)	Trident Emergency Products	20%
Elbows, Adapters, fittings & Valves (/products-and-services/view-product?productid=36514)	Trident Emergency Products	20%
Emergency rescue & safety equipment (/products-and-services/view-product?productid=38692)	Yates	10%
Emergency rescue equipment (/products-and-services/view-product?productid=38691)	Team	10%
Emergency Safety Equipment, PPE, boots (/products-and-services/view-product?productid=36279)	Black Diamond Group, Inc.	5%

Equipment, Hose, & Couplings (/products-and-services/view-product?productid=36506)	U.S. Coupling	5%
Escape Bags, Hose Straps, & Ladder Boots (/products-and-services/view-product?productid=36438)	343 Fire	5%
Euramco Ramjet 2024 MSRP PL (/products-and-services/view-product?productid=38701)	Euramco Ramjet Fans	5%
Extinguishers (/products-and-services/view-product?productid=36447)	Buckeye Fire Equipment	5%
Extrication and rescue equipment (/products-and-services/view-product?productid=36270)	AMKUS Rescue Systems	5%
Extrication and rescue equipment (/products-and-services/view-product?productid=36271)	DeWalt	5%
Extrication Edraulic Tools: Cutters, Spreaders & Rams - Extrication Edraulic Tools: Cutters, Spreaders & Rams (/products-and-services/view-product?productid=36332)	Hurst Jaws of Life	13%
Extrication High Pressure Tools: Cutters, Spreaders & Rams - Extrication High Pressure Tools: Cutters, Spreaders & Rams (/products-and-services/view-product?productid=36333)	Hurst Jaws of Life	5%
Extrication Rescue Tools: Cutters, Spreaders & Rams (/products-and-services/view-product?productid=36326)	Genesis	9%
Fans (Battery, Gas & Electric), Smoke Ejectors & Saws (/products-and-services/view-product?productid=36359)	SuperVac	9%
Fans, Saws, etc. (/products-and-services/view-product?productid=36361)	Tempest	20%
FAST Rescue Solutions Price List 2024 (/products-and-services/view-product?productid=38702)	FAST Rescue Solutions	0%
Fire & Law Enforcement Body Armor (/products-and-services/view-product?productid=36327)	GH Armor	30%
Fire & Law Enforcement Body Armor Vests, Shields, etc. (/products-and-services/view-product?productid=36353)	PointBlank	38%

Fire Blankets (/products-and-services/view-product?productid=36278)	Bridgehill Fire Blankets	15%
Fire Department, EMS & Law Enforcement Uniforms - MES-SuperVac 2024 List Price List (/products-and-services/view-product?productid=36348)	MES	0%
Fire Helmets (/products-and-services/view-product?productid=36322)	Bullard	26%
Fire Helmets - MES-Honeywell Helmets 2024 List Price List (/products-and-services/view-product?productid=36331)	Honeywell-Morning Pride	26%
Fire Hooks Unlimited Products (/products-and-services/view-product?productid=36302)	Fire Hooks Unlimited	10%
Fire Hose (/products-and-services/view-product?productid=36346)	Matex	20%
Fire Hose (/products-and-services/view-product?productid=36495)	Snap Tite / Fire Quip Hose	5%
Fire Hose (/products-and-services/view-product?productid=36475)	North American Fire Hose	5%
Fire Hose (/products-and-services/view-product?productid=36468)	Key Fire Hose	40%
Fire Hose & Couplings (/products-and-services/view-product?productid=36449)	BullDog Hose	5%
Fire Tools (/products-and-services/view-product?productid=36471)	Leatherhead Tools	5%
Fire Tools, Hydra Ram, & Rescue Tools (/products-and-services/view-product?productid=36457)	Fire Hooks Unlimited	5%
Fire, EMS, and Black Eagle Line Footwear (/products-and-services/view-product?productid=36308)	HAIX North America Inc.	20%
FireCraft Gloves 2024 MSRP (/products-and-services/view-product?productid=38703)	Firecraft PPE & Gloves	12%
Firecraft Sensit Gas Instruments MSRP 2024 (/products-and-services/view-product?productid=38704)	FireCraft Sensit Instruments	5%

Firefighter Accountability Systems (/products-and-services/view-product?productid=38674)	Grace Industries	10%
First Aid & Medical Equipment (/products-and-services/view-product?productid=36402)	Line2 Design	5%
Firstlook 360 Rescue Cameras 2024 MSRP (/products-and-services/view-product?productid=38706)	FirstLook 360 Rescue Cameras	1%
Fixed mount thermal cameras, handheld cameras, joystick and cable accessories. (/products-and-services/view-product?productid=38683)	Flir Marine	10%
Flashlights, Scenelights & etc. (/products-and-services/view-product?productid=36358)	Streamlight	25%
FLIR Imagers, & Rescue Saws (/products-and-services/view-product?productid=36500)	Team Equipment	8%
FLIR Products (/products-and-services/view-product?productid=36290)	Flir	5%
Foam (/products-and-services/view-product?productid=36478)	Perimeter Solutions	5%
Foam (/products-and-services/view-product?productid=36450)	Chemguard	5%
Foam (/products-and-services/view-product?productid=36440)	ADH Fire Equipment Services Inc	10%
Foam (/products-and-services/view-product?productid=36459)	FireBull Enforcer	5%
Foam (/products-and-services/view-product?productid=36474)	National Foam	5%
FOL-DA-TANK - EVAC MSRP 2024 (/products-and-services/view-product?productid=38707)	Fold-A-Tank	20%
Folding Frame Tanks, Bladder Tanks, & Containment Tanks (/products-and-services/view-product?productid=36467)	Husky Portable Containment	5%
Footwear, Hoods & Suspenders - MES-Honeywell Footwear, Hoods & Suspenders 2024 List Price List (/products-and-services/view-product?productid=36330)	Honeywell-Morning Pride	26%

Forceable Entry Tools: Axes, Sledge, etc. - MES-Leatherhead Tools List Price List (/products-and-services/view-product?productid=36342)	Leatherhead Tools	25%
Forceable Entry Tools: Axes, Pike Poles, Roof Hooks, etc. (/products-and-services/view-product?productid=36325)	Firehooks Unlimited	5%
Forcible entry tool, pakhammer , rescue support systems, rescue air cushions, vehicle stabilization kits, multiforce air lifting bags, maxiforce airlifting bags. (/products-and-services/view-product?productid=38686)	Paratech	7%
Full range Fire-Dex equipment price list (/products-and-services/view-product?productid=36324)	Fire-Dex	45%
Full range of emergency safety equipment, including turnout gear, EMS, USAR, Wildland, gloves, hoods, helmets, and boots (/products-and-services/view-product?productid=36305)	Fire-Dex	45%
Gas Detectors (/products-and-services/view-product?productid=36493)	Sensit / FireCraft	0%
Gate Valve, Hydrant Valves, & Intake Valves (/products-and-services/view-product?productid=36465)	Harrington	5%
Genesis Rescue Products (/products-and-services/view-product?productid=36310)	Genesis Rescue Systems	5%
GfG Instruments 2024. (/products-and-services/view-product?productid=38708)	GfG Instruments	2%
Glass Removal Tool (/products-and-services/view-product?productid=36462)	Fox Manufacturing / Glas Master	5%
Gloves (/products-and-services/view-product?productid=36433)	Sensit / FireCraft	5%
Gloves (/products-and-services/view-product?productid=36434)	Shelby	5%
Gloves (/products-and-services/view-product?productid=36253)	Guardian Gloves	12%
Gloves (/products-and-services/view-product?productid=36258)	MCR Safety	7%

Gloves (/products-and-services/view-product?productid=36413)	Dragon Fire	5%
Gloves (/products-and-services/view-product?productid=36437)	Vanguard	5%
Gloves, Helmets, Hearing Protection, Eyewear, & Body Protection (/products-and-services/view-product?productid=36420)	HexArmor	5%
Gloves, Safety Vest, Safety Glasses, & Hard Hats (/products-and-services/view-product?productid=36414)	Ergodyne	5%
Grain Bin Rescue (/products-and-services/view-product?productid=36463)	Great Wall of Rescue / Dunrite	5%
Gross Decon (/products-and-services/view-product?productid=36435)	Task Force Tips (TFT)	25%
Groves - Ready Rack 2024 MSRP Price List (/products-and-services/view-product?productid=38709)	Groves/Ready-Rack	9%
Hand Tools (/products-and-services/view-product?productid=36476)	Nupla	5%
Harness/Personal Safety Belt (/products-and-services/view-product?productid=36425)	Pac Mule Belts / JL2 Inc	5%
Harnesses, & Ladder/Escape Belts (/products-and-services/view-product?productid=36417)	Gemtor	15%
Harnesses, Escape Belts, & Personal Search Lines (/products-and-services/view-product?productid=36431)	Rit Safety	5%
Harrington Inc 2024 MSRP (/products-and-services/view-product?productid=38710)	Harrington Valves	40%
Helmets (/products-and-services/view-product?productid=36427)	Phenix	5%
Helmets (/products-and-services/view-product?productid=36272)	Bullard Helmets	17%
Helmets (/products-and-services/view-product?productid=36412)	Draeger	10%
Helmets (/products-and-services/view-product?productid=36410)	Bullard	10%

Helmets, Safety Vest, & Boots (/products-and-services/view-product?productid=36426)	Peco Sales / Forestry Supplier	5%
HexArmor Gloves 2024 MSRP (/products-and-services/view-product?productid=38711)	HexArmor Gloves	18%
HexArmor Products (/products-and-services/view-product?productid=36287)	HexArmor	10%
Holmatro Rescue and Extrication Equipment Price list (/products-and-services/view-product?productid=36317)	Holmatro	3%
Honeywell Products (/products-and-services/view-product?productid=36288)	Honeywell	25%
Hoods & Gloves (/products-and-services/view-product?productid=36424)	Majestic	5%
Hose Testers, Fire Extinguisher Cabinets, Pike Poles, & SCBA Brackets (/products-and-services/view-product?productid=36460)	Flamefighter	5%
Hurst Service Parts - MES-Hurst Parts 2024 List Price List (/products-and-services/view-product?productid=36339)	Hurst Jaws of Life	0%
Hurst/Vetter Hazmat Products - MES-Hurst-Vetter Hazmat Products 2024 List Price List (/products-and-services/view-product?productid=36337)	Hurst Jaws of Life	15%
Hurst/Vetter Rescue Products - MES-Hurst-Vetter Rescue Products 2024 List Price List (/products-and-services/view-product?productid=36336)	Hurst Jaws of Life	15%
Hurst/Vetter Tent & Shower Products - MES-Hurst-Vetter Tent & Shower Products 2024 List Price List (/products-and-services/view-product?productid=36338)	Hurst Jaws of Life	15%
IDEX - Akron Brass 2024 MSRP (/products-and-services/view-product?productid=38712)	I dex - Akron Brass	39%
IDEX Weldon 2024 MSRP (/products-and-services/view-product?productid=38713)	I dex - Weldon	25%
Ironwear, Cubix Safety, Stryker, Life Corporation, ZOLL Medical (/products-and-services/view-product?productid=36396)	Ironwear, Cubix Safety, Stryker, Life Corporation, ZOLL Medical	Varied by product line/catalog

Jersey Tactical Company MSRP 2024 (/products-and-services/view-product?productid=38714)	Jersey Tactical Tools	0%
Kappler Products (/products-and-services/view-product?productid=36292)	Kappler	5%
Key Hose 2024 MSRP (/products-and-services/view-product?productid=38715)	Key Hose	40%
Kochek 2024 MSRP Pricing (/products-and-services/view-product?productid=38716)	Kochek Water Flow	38%
Ladders (/products-and-services/view-product?productid=36455)	Duo Safety Ladder	5%
Ladders (/products-and-services/view-product?productid=36442)	Alco-lite (Sam Carbis)	5%
Ladders (/products-and-services/view-product?productid=36472)	Little Giant	10%
Lakeland FIRE MSRP Price List 02.01.2024 (/products-and-services/view-product?productid=38717)	Lakeland Fire PPE	20%
Lakeland Fire Products (/products-and-services/view-product?productid=36289)	Lakeland	15%
Landing Zone Lights & Road Flare (/products-and-services/view-product?productid=36479)	Pi Lit	5%
Leatherhead Tools Products (/products-and-services/view-product?productid=36304)	Leatherhead Tools	10%
Lifting / Hoisting Equipment (/products-and-services/view-product?productid=36503)	Tractel	5%
Light Towers and all Hi-Viz lighting products (/products-and-services/view-product?productid=36458)	Firetech by HiViz LED Lighting	5%
Lightning X Gear Bags & Medical Equipment MSRP 2024 (/products-and-services/view-product?productid=38718)	Lightning X Gear & Medical	25%
Lightning X Products (/products-and-services/view-product?productid=36298)	Lightning X	15%
Lone Worker and Fall protection suspension trauma prevention (/products-and-services/view-product?productid=38675)	Grace Industries	10%

Majestic Hoods 2024 MSRP (/products-and-services/view-product?productid=38719)	Majestic Fire Apparel	15%
Medical Equipment (/products-and-services/view-product?productid=36399)	343 Fire	5%
Medical Equipment & Supplies (/products-and-services/view-product?productid=36404)	Matrix Henry Schein	5%
Medical gloves and ppe (/products-and-services/view-product?productid=36241)	Ansell	5%
Medical Supplies & Equipment (/products-and-services/view-product?productid=36405)	R&B Fabrications	5%
Medical Supplies & First Aid (/products-and-services/view-product?productid=36401)	Lightning X	5%
MES Certified 3M Scott Fire & Safety SCBA & Compressor Service (/products-and-services/view-product?productid=36350)	MES- SCBA & Compressor Service	0%
MES Certified Rescue Tool Hurst, Makita & Genesis Service (/products-and-services/view-product?productid=36349)	MES- Rescue Tool Service	0%
Misc. medical equipment, ppe, misc. safety equipment (/products-and-services/view-product?productid=36245)	Dupont	27%
Misc. medical equipment, ppe, misc. safety equipment (/products-and-services/view-product?productid=36257)	Kappler	9%
Misc. medical equipment, ppe, misc. safety equipment (/products-and-services/view-product?productid=36261)	Protective Industrial Products (PIP)	37%
Misc. personal safety equipment (/products-and-services/view-product?productid=36242)	Blackline	5%
Misc. personal safety equipment (/products-and-services/view-product?productid=36243)	Draeger	8%
Misc. safety equipment (/products-and-services/view-product?productid=36262)	RAE Systems - Portables	4%
Misc. safety equipment (/products-and-services/view-product?productid=36263)	RAE Systems - Wireless	4%
Misc. safety equipment (/products-and-services/view-product?productid=36264)	RKI Instruments	5%

Misc. safety equipment (/products-and-services/view-product?productid=36265)	Redwave	1%
Misc. safety equipment (/products-and-services/view-product?productid=36255)	HazSim	4%
Misc. safety equipment (/products-and-services/view-product?productid=36268)	TSI	8%
Misc. safety equipment, misc. rescue equipment (/products-and-services/view-product?productid=36248)	Edwards & Cromwell	7%
Misc. safety equipment, misc. rescue equipment (/products-and-services/view-product?productid=36249)	Environics	1%
Misc. safety equipment, misc. rescue equipment (/products-and-services/view-product?productid=36250)	FLIR - UGV/UAV/Surv	1%
Misc. safety equipment, misc. rescue equipment (/products-and-services/view-product?productid=36251)	FLIR - Detection/ Radiation	4%
Misc. safety equipment, misc. rescue equipment (/products-and-services/view-product?productid=36240)	All Safe Industries	3%
Misc. safety equipment, misc. rescue equipment, misc. medical equipment (/products-and-services/view-product?productid=36254)	Honeywell/ BW	5%
Mounting Equipment (/products-and-services/view-product?productid=38685)	PAC	10%
Mounting hardware, paratech accessory mounts, fluid container caddys, Poly-Trac, Poly-Rub Rails, Equipment mounting, MVA Bag Mount, Tilt-N-Deploy Equipment Mounts, Extinguisher Cabinets, Vertical Picket Mounts, Horizontal Picket Mounts, Poly-Snap Clips, Glove Boxes, Cabinets, Poly hook ups, Rescue tools & mounts, Extrication tools. (/products-and-services/view-product?productid=38688)	Poly-tech	10%
Mounting Systems (/products-and-services/view-product?productid=36492)	Sensible Products	10%

MSA safety products, PPE, and gas detection equipment (/products-and-services/view-product?productid=36364)	MSA	15%
Multi-Purpose Storage System & Hose winder (/products-and-services/view-product?productid=36464)	Groves Ready Rack	5%
Multiple product line catalogs including: NFPA compliant helmets, gloves, pants, coats, and coveralls. (/products-and-services/view-product?productid=36318)	Lakeland Industries, Inc.	Varied by product line
NAR Survival 52x84 Inch mylar 1.7oz. (/products-and-services/view-product?productid=36281)	North American Rescue	10%
National Foam 2024 MSRP Price List (/products-and-services/view-product?productid=38720)	National Foam	25%
Non-Sparking Tools (/products-and-services/view-product?productid=38680)	Ampco	10%
North Shore Compressors MSRP 2024 (\$175/HR installation) (/products-and-services/view-product?productid=38721)	North Shore Compressors	0%
Nozzles, & Hoses (/products-and-services/view-product?productid=36470)	Kuriyama Fire Hose	5%
Nozzles, Adapters, Plugs, Spanners, Elbows, & Caps (/products-and-services/view-product?productid=36469)	Kochek	20%
Nozzles, fittings (/products-and-services/view-product?productid=36323)	Elkhart Brass	41%
Nozzles, fittings (/products-and-services/view-product?productid=36320)	Akron	41%
Nozzles, Foam Products, Wildland Equipment, & Adapters (/products-and-services/view-product?productid=36451)	C&S Supply	20%
Nozzles, Monitors, & Valves (/products-and-services/view-product?productid=36456)	Elkhart	20%
Nozzles, Monitors, Valves, & Lighting (/products-and-services/view-product?productid=36441)	Akron	5%

Nozzles, Valves, (/products-and-services/view-product?productid=36445)	B&B Fire	20%
Nozzles, Wrenches, Adapters, & Backpacks (/products-and-services/view-product?productid=36491)	Scotty Firefighter	5%
Nozzles, Wyes, Gated Valves, & Shut Off Valves (/products-and-services/view-product?productid=36488)	S&H Products	5%
Paratech 2024 Price List - Metro Fire (/products-and-services/view-product?productid=38722)	Paratech Rescue USA	7%
Patient Handling & First Aid (/products-and-services/view-product?productid=36400)	Junkin Safety	15%
Patient transportation (/products-and-services/view-product?productid=36256)	Junkin Safety	9%
Patient treatment, medical kits and bags, misc. medical equipment (/products-and-services/view-product?productid=36244)	Disaster Management Systems (DMS)	12%
Perimeter Solutions Firefighting Foams - A & B 2024 MSRP (/products-and-services/view-product?productid=38723)	Perimeter Solutions Foams	10%
Petzl Products (/products-and-services/view-product?productid=36286)	Petzl	10%
Phenix Products (/products-and-services/view-product?productid=36293)	Phenix	12%
Plastix Plus products (/products-and-services/view-product?productid=36314)	Plastix Plus	10%
Plastix Plus rescue tool products (/products-and-services/view-product?productid=36315)	Plastix Plus	15%
Poly Tech Products (/products-and-services/view-product?productid=36313)	Poly-Tech America	15%
Portable blowers and fans (/products-and-services/view-product?productid=36247)	Euramco	22%
Portable Gas & Flame Detection (/products-and-services/view-product?productid=36501)	Teledyne/Detcon	5%
Portable Lights (/products-and-services/view-product?productid=36453)	Command Light	5%

Portable Lights (/products-and-services/view-product?productid=36496)	Streamlight	5%
Portable Tanks, & Strainers (/products-and-services/view-product?productid=36461)	Fol-Da-Tank	5%
Portable water tanks (/products-and-services/view-product?productid=36274)	Fold Da Tank	17%
Positive Pressure, Confined Space, & Smoke Ejector Fans (/products-and-services/view-product?productid=36498)	Super Vac	15%
PPE Waher / Dryer & Decon Products (/products-and-services/view-product?productid=36418)	Groves Ready Rack	5%
PPE, misc. safety equipment (/products-and-services/view-product?productid=36267)	Tingley	36%
Prusik cords, Ropes, accessories, bags, static & low stretch ropes, tech ropes, dynamic rope, water & float rope, hardware, sewn cordage, kits & systems, sewn webbing, webbing, (/products-and-services/view-product?productid=38690)	Sterling Rope	10%
Pumps, associated products (/products-and-services/view-product?productid=36507)	Waterax	5%
R&B Fabrication Products (/products-and-services/view-product?productid=36301)	R&B Fabrication	5%
Rescue blanket 52wx84l inch mylar/aluminum (/products-and-services/view-product?productid=36282)	Dynarex	10%
Rescue Equipment (/products-and-services/view-product?productid=36403)	PMI	5%
Rescue equipment, portable lights (/products-and-services/view-product?productid=36260)	Pelican	12%
Rescue Rope, Personal Flotation Device, & Water Rescue Equipment (/products-and-services/view-product?productid=36482)	PMI	5%
Rescue Tool Brackets (/products-and-services/view-product?productid=36363)	Zico	20%
Rescue Tool Brackets (/products-and-services/view-product?productid=36352)	Plastix Plus	0%

Rescue Tool Mounting Brackets (/products-and-services/view-product?productid=36481)	Poly Tech	5%
Rescue Tools (/products-and-services/view-product?productid=36466)	Holmatro	5%
Rescue Tools & Portable Lights (/products-and-services/view-product?productid=36473)	Makita	5%
Rescue Tools & PPV Fans (/products-and-services/view-product?productid=36443)	Amkus DeWalt	3%
Rescue Tools, Saws, etc. (/products-and-services/view-product?productid=36345)	Makita	1%
Rope Gloves, & Helmets (/products-and-services/view-product?productid=36428)	PMI	5%
Rope Rescue, Confined Space, Harnesses, & Lanyards (/products-and-services/view-product?productid=36509)	Yates	5%
Sabilization Systems (/products-and-services/view-product?productid=36356)	Res-Q-Jack	8%
SafeFleet Elkhart Brass 2024 (/products-and-services/view-product?productid=38724)	SafeFleet - Elkhart Brass	39%
Safety lighting and Firefighter PPE (/products-and-services/view-product?productid=38676)	Grace Industries	10%
Safety Vest (/products-and-services/view-product?productid=36423)	Line2 Design	5%
Safety Vest (/products-and-services/view-product?productid=36406)	343 Fire	10%
Safety Vest (/products-and-services/view-product?productid=36430)	R&B Fabrications	500%
Safety Vest, Eyewear, & Hearing Protection (/products-and-services/view-product?productid=36416)	Fireninja	10%
Safety Vest/Coats, Gloves, Eye/Ear Protection, Gloves, & Boots (/products-and-services/view-product?productid=36429)	Portwest	5%
SCBA Personal Breathing System (/products-and-services/view-product?productid=36490)	Scott 3M	5%

SCBA's & Gas Detection (/products-and-services/view-product?productid=36454)	Draeger	10%
SCBA, misc. safety equipment (/products-and-services/view-product?productid=36259)	MSA	7%
Scene Lighting, Light Towers, Tripods, etc (/products-and-services/view-product?productid=36360)	SuperVac-Command Light	1%
SEEK Products (/products-and-services/view-product?productid=36291)	SEEK	5%
Smoke Ejectors, Confined Space Fans, & PPV (/products-and-services/view-product?productid=36484)	RamFan	5%
Snap-Tite Hose 2024 List Price Sheet (/products-and-services/view-product?productid=38725)	Snap-Tite Hose	49%
Special Entry Tools: Breacher Irons - MES-Leatherhead - S.E.T. - Breacher Irons List Price List (/products-and-services/view-product?productid=36344)	Leatherhead Tools	25%
Special Entry Tools: Halligan Bars - MES-Leatherhead - S.E.T. -Halligan Bar No Pike List Price List (/products-and-services/view-product?productid=36343)	Leatherhead Tools	25%
Specialty Tools & Accessories - MES-Hurst Specialty Tools & Accessories 2024 List Price List (/products-and-services/view-product?productid=36334)	Hurst Jaws of Life	5%
Spreaders, cutters, and combination units (/products-and-services/view-product?productid=36276)	Genesis Rescue Systems	8%
Stihl Rescue Tools (/products-and-services/view-product?productid=36446)	Blue Mountain / Sthil Dealer	15%
Streamlight MSRP List - 2024 (/products-and-services/view-product?productid=38726)	Streamlight	26%
Streamlight Products (/products-and-services/view-product?productid=36300)	Streamlight	20%

StrongArm Tool - MES-Hurst StrongArm 2024 List Price List (/products-and-services/view-product?productid=36335)	Hurst Jaws of Life	5%
Super Vac Products (/products-and-services/view-product?productid=36311)	Supver Vac	25%
Super Vac Products 2024 (/products-and-services/view-product?productid=38727)	Super Vac	22%
Task-Force-Tips-Price-List_April-2024 (/products-and-services/view-product?productid=38728)	Task Force Tips	26%
Team Wendy Helmets (/products-and-services/view-product?productid=36407)	Accurate Law Enforcement	5%
Telecrib, Struts & Stabilizaiton Products - MES-Rescue 42 2024 List Price List (/products-and-services/view-product?productid=36355)	Rescue42	8%
Tempest-Leader MSRP 2024 (/products-and-services/view-product?productid=38729)	Tempest - Leader Fans	19%
The Ripper -Glass Cutter Tools - MES-Rescue42 The Ripper 2024 List Price List (/products-and-services/view-product?productid=36354)	Rescue42	8%
Thermal Imagers (/products-and-services/view-product?productid=36448)	Bullard	5%
Thermal Imagers (/products-and-services/view-product?productid=36273)	Bullard Thermal Imagers	11%
Thermal Imagers - FireProX & Attack Pro (/products-and-services/view-product?productid=36357)	Seek Thermal	10%
Tool Mounts (/products-and-services/view-product?productid=36494)	Siddons-Martin Poly Product	20%
Tool Mounts, Brackets, & Bottle Holders (/products-and-services/view-product?productid=36477)	Performance Advantage	5%
Tools (/products-and-services/view-product?productid=38684)	Husqvarna Construction	10%
Toxic Suppression Products (/products-and-services/view-product?productid=36295)	Toxic Suppression	5%

Turnout Gear - Morning Pride Tails and Morning Pride ProFit - MES-Honeywell Morning Pride Turnout Gear 2024 List Price List (/products-and-services/view-product?productid=36329)	Honeywell-Morning Pride	26%
Turnout Gear, Gloves & Hoods (/products-and-services/view-product?productid=36362)	Veridian	30%
Turnout Gear, Gloves, Boots, & Hoods (/products-and-services/view-product?productid=36415)	Fire Dex	42%
Turnout gear, hoods, gloves (/products-and-services/view-product?productid=36277)	INNOTEX TECH RESCUE	12%
TYCO FOAMS 2024 MSRP (/products-and-services/view-product?productid=38730)	TYCO Foams - Ansul/Chemguard	48%
Unipak Corp. Hospeco Catalog (/products-and-services/view-product?productid=36515)	Hospeco	21%
Valves, Manifolds, Adapters (/products-and-services/view-product?productid=36328)	Harrington	34%
Vanguard Products (/products-and-services/view-product?productid=36299)	Vanguard	10%
Variety of turnout jackets, pants, boots, and hoods (/products-and-services/view-product?productid=36307)	Globe Manufacturing Company LLC	25%
Various Products - MES-SuperVac 2024 List Price List (/products-and-services/view-product?productid=36347)	MES	0%
Vehicle Fire Blankets (/products-and-services/view-product?productid=36321)	Bridgehill	8%
Water Rescue, Rope Rescue, & Confined Space Rescue Equipment (/products-and-services/view-product?productid=36452)	CMC	10%
Wildland Gear & Equipment (/products-and-services/view-product?productid=36436)	True North	5%
Wildland Tools (/products-and-services/view-product?productid=36480)	Peco Sales / Forestry Supplier	5%
Windshield Cutter (/products-and-services/view-product?productid=36487)	Rhyno	5%

Wrenches, Tool Mounts, & Wheel Chocks (/products-and-services/view-product?productid=36510)	Zephyr Industries	5%
Zoll, Stryker, Phillips, and Defibtech products per submission - Respective 2024 Price Books (/products-and-services/view-product?productid=36239)	Zoll, Stryker, Phillips, Defibtech	Varies by manufacturer and type

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338



Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

December 16, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education
Other Entities subject to §§ 16-13B-1, et seq. and 41-16-50, et seq., *Ala. Code* 1975

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by the Houston-Galveston Area Council ("H-GAC"), a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by H-GAC pursuant to the competitive bid laws of the State of Texas.

Based on the Department's review, the competitive bid process used by H-GAC is approved for use through **January 31, 2025**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

Prior to utilizing H-GAC, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'R. L. Riddle', written in a cursive style.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 17, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Truck Equipment Sales, Inc for Five 2025 Ford F250 Extended cab pickup trucks with utility bodies, three for Facilities Maintenance and two for Fleet.

Amount of Contract:

\$301,265.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250605 Truck Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 10 June 2025
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Truck Equipment Sales, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Truck Equipment Sales, Inc for Five 2025 Ford F250
Extended cab pickup trucks with utility bodies, three for Facilities Maintenance and two for Fleet.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$301,265.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

**If Cost will continue, write "indefinite" and list project annual-cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5950

How many bidders received bid packages (if applicable): + web

How many bidders submitted bids (if applicable): 3

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisitions as indicated below and attached herein:

Requisitions	Fiscal Year	Department	Description	Amount	Vendor
<u>24117,</u> <u>24590</u>	2025	(F7000) MOTOR POOL	FIVE 2025 FORD F250 EXTENDED CAB PICKUP TRUCKS WITH UTILITY BODIES, THREE FOR FACILITIES MAINTENANCE AND TWO FOR FLEET (SEALED BID 5950)	\$301,265.00	<u>(208560) TRUCK EQUIPMENT SALES INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024117-00 FY 2025 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45040. Review: Buyer: Status: Approved	Page 1
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Vendor TRUCK EQUIPMENT SALES INC 4700 RANGELINE RD MOBILE, AL 36619 Tel#251-666-8606 Fax 251-666-8676	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/06/25	208560				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	3/4 TON TRUCK W/SERVICE BODY-NO RACK AS FOLLOWS: 3/4 TON EXTENDED CAB TRUCK CHASSIS WITH UTILITY AND NO LADDER RACK INSTALLED VENDOR TO PROVIDE FORD F250 WITH KNAPEIDE 696 BODY WITH NO LADDER RACK. AS PER CITY OF MOBILE BID #5950 AND YOUR QUOTE Additional Description Notes ----- 3/4 TON TRUCK W/SERVICE BODY-NO RACK AS FOLLOWS: 3/4 TON TRUCK CHASSIS WITH 8FT BED AND NO LADDER RACK INSTALLED AS REQUESTED BY 2050-FLEET	2.00 EACH	58843.00000	117686.00
1	1000.40.20.2070.2050.2070.0000.0000.45040.			117686.00

Ship To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 TRAVESIA AGEE

Deliver To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET
 MOBILE, AL 36604

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024117-00 FY 2025 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45040. Review: Buyer: Status: Approved
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Page 2

Vendor TRUCK EQUIPMENT SALES INC 4700 RANGELINE RD MOBILE, AL 36619 Tel#251-666-8606 Fax 251-666-8676	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/06/25	208560				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
Requisition Link			
Requisition Total			117686.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45040.		
	117686.00	373707.77
FLEET MANAGEMENT EXP	MOTOR POOL BUDGET RATE	

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

Activity	Date	Clerk	Comment
Approved	05/06/25	SHONNDA SMITH	
Approved	05/06/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	06/05/25	DONALD ROSE	Auto approved by: 9105paij
Approved	06/05/25	SANDRA LEWIS	Auto approved by: 9105paij
Approved	06/05/25	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	06/05/25	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	06/05/25	CLAUDE BUERGER IV	Auto approved by: 9105paij
Approved	06/05/25	ANNE FOLEY	Auto approved by: 9105paij
Approved	06/05/25	JOHN PAINE	

Authorized By: _____ Date: _____

Signature

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024590-00 FY 2025 Acct No: 1000.45.20.3030.3035.3030.0000.0000.45040. Review: Buyer: Status: Approved	Page 1
--	--	--------

Vendor TRUCK EQUIPMENT SALES INC 4700 RANGELINE RD MOBILE, AL 36619 Tel#251-666-8606 Fax 251-666-8676	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/15/25	208560				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	3/4 TON CHASSIS W/UTILITY BODY AS SPECIFIED: 2025 FORD F250 EXTENDED 3/4 TON UTILITY BODY (KNAPHIEDE 696) WITH PIPE RACKS;TOW PACKAGE;PLATFORM RUNNING BOARDS;4 CORNER LED STROBE LIGHTS;SPRAY-IN BEDLINER. VENDOR TO PROVIDE FORD F250 WITH KNAPHEDE 696 BODY WITH LADDER RACK AS PER CITY OF MOBILE BID #5950 AND YOUR QUOTE Additional Description Notes	3.00 EACH	61193.00000	183579.00

3/4 TON CHASSIS W/UTILITY BODY AS SPECIFIED: 2025 FORD F250 EXTENDED 3/4 TON UTILITY BODY (KNAPHIEDE 696) WITH PIPE RACKS;TOW PACKAGE;PLATFORM RUNNING BOARDS;4 CORNER LED STROBE LIGHTS;SPRAY-IN BEDLINER-

AS REQUESTED BY 3035-FACILITIES MAINT.

1	1000.45.20.3030.3035.3030.0000.0000.45040.	183579.00
---	--	-----------

Ship To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 TRAVESIA AGEE

Deliver To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET

BID TABULATION FOR BID #5950

$\frac{3}{4}$ Ton Extended Cab Truck with Utility Body

	Price with Ladder Rack	Price without Ladder Rack
Buster Miles	\$61,209.87	\$59,568.87
Truck Equipment Sales	\$61,193.00	\$58,843.10
Long Lewis of the Shoals	\$58,999.50	\$57,600.50

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

**Purchasing Department
and Package Delivery:**

**Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644**

Postal Service Does Not Deliver to This Street Address

This is Not an Order

**READ TERMS AND CONDITIONS
ON REVERSE SIDE OF THIS PAGE
BEFORE BIDDING**

Typed by: _____ en Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
05/19/2025	5950	Motor Pool	Broad Street

This bid must be received and stamped by the Purchasing office not later than:

12:01 PM, Wednesday, June 4, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Appx 2-8	¾ TON EXTENDED CAB TRUCK WITH UTILITY BODY Vendor to provide NEW chassis with Reading Model U98 Body WITH NO LADDER RACK, or equal, already mounted to chassis. Chassis Make _____ Model _____ Body Make _____ Model _____ Provide literature and specifications on product bid. State Warranty _____ Location of Installation _____					
	Appx 2-8 Vendor to provide NEW chassis with Reading Model U98 Body WITH LADDER RACK, or equal, already mounted to chassis. Chassis Make _____ Model _____ Body Make _____ Model _____ Provide literature and specifications on product bid. State Warranty _____ Location of Installation _____					
Page 1 of 2			TOTAL			

**RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE**

State delivery time within _____ days of receipt of P.O.

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of completed order

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	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. If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. TO BE AWARDED ALL OR NONE					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE**

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of competed order.

CHASSIS SPECIFICATIONS

	YES	NO
1. ¾ TON CHASSIS	☐	☐
2. EXTENDED CAB	☐	☐
3. GASOLINE ENGINE	☐	☐
4. POWER WINDOWS, MIRRORS, AND DOOR LOCKS	☐	☐
5. SINGLE REAR AXLE	☐	☐
6. ALL WEATHER TIRES	☐	☐
7. AIR CONDITIONING	☐	☐
8. VINYL SEATS	☐	☐
9. CHASSIS COLOR TO BE WHITE	☐	☐
10. TOWING PACKAGE	☐	☐
11. SPARE TIRE WITH CRANK DOWN STORAGE	☐	☐
12. CAB TO AXLE – 56 INCHES	☐	☐
13. FACTORY – MOUNTED STEPS OR RUNNING BOARD	☐	☐
14. TRAILER HITCH	☐	☐

BODY SPECIFICATIONS

The Following MINIMUM are for a utility body- to be installed on new CAB//CHASSIS with factory receiver hitch. Cab to axle measure is 56 inches. Utility body is 97.25 inches long x 76 inches wide.

YES NO

- | | |
|--|---|
| 1. Body Shell - The body shell is to be constructed of 14-gauge two-sided A40 Galvanneal steel. The compartment tops and backs are to be a one-piece seamless design. All doors, door openings, drip rails, and other exposed steel edges are to be hemmed for strength, safety, and resistance to corrosion. | <div style="display: inline-block; width: 40px; border-bottom: 1px solid black;"></div> <div style="display: inline-block; width: 40px; border-bottom: 1px solid black;"></div> |
| 2. Floor - The floor plate is to be constructed of a <u>minimum</u> of 12-gauge treadplate with a 13/8" return flange on each side. The side compartment back panel should overlap and interlock with the floor flange, providing support for the weight of the side compartment. | <div style="display: inline-block; width: 40px; border-bottom: 1px solid black;"></div> <div style="display: inline-block; width: 40px; border-bottom: 1px solid black;"></div> |
| 3. Understructure - Cross sills are to be constructed from 11-gauge steel with 50,000 psi minimum yield strength. | <div style="display: inline-block; width: 40px; border-bottom: 1px solid black;"></div> <div style="display: inline-block; width: 40px; border-bottom: 1px solid black;"></div> |
| 4. Tailgate - The tailgate is to be constructed of 14-gauge two-sided A40 Galvanneal steel. The tailgate is to be a <u>minimum</u> of 12" high and be a slammable style. | <div style="display: inline-block; width: 40px; border-bottom: 1px solid black;"></div> <div style="display: inline-block; width: 40px; border-bottom: 1px solid black;"></div> |
| 5. Doors - The doors are to be constructed of 20-gauge two-sided A40 Galvanneal steel. The doors are to be double paneled with hat section reinforcements. | <div style="display: inline-block; width: 40px; border-bottom: 1px solid black;"></div> <div style="display: inline-block; width: 40px; border-bottom: 1px solid black;"></div> |
| 6. Hinges - Corrosion resistant all stainless steel continuous hinges are to be installed to provide full length support for the doors and pry-proof security with a built-in weather shield. Hinges are to be spot welded to the door frames and must be supported with a six-year warranty. | <div style="display: inline-block; width: 40px; border-bottom: 1px solid black;"></div> <div style="display: inline-block; width: 40px; border-bottom: 1px solid black;"></div> |
| 7. Rotary Latches - Zinc plated corrosion resistant rotary latches are riveted to the doors with non-corrosive aluminum rivets incorporating stainless steel mandrels. The rotary latches are to be slam-latchable. The latching cam is to be elongated to allow the latch to move vertically relative to the lock strike to prevent torsional damage. | <div style="display: inline-block; width: 40px; border-bottom: 1px solid black;"></div> <div style="display: inline-block; width: 40px; border-bottom: 1px solid black;"></div> |
| 8. Door Strikers - Adjustable strikers are to be affixed to the door frames with screws. (Welded-on door strikers are not acceptable.) | <div style="display: inline-block; width: 40px; border-bottom: 1px solid black;"></div> <div style="display: inline-block; width: 40px; border-bottom: 1px solid black;"></div> |
| 9. Door Seals - Automotive "bulb type" neoprene door seals are to be installed by the manufacturer of the body on all door frames. | <div style="display: inline-block; width: 40px; border-bottom: 1px solid black;"></div> <div style="display: inline-block; width: 40px; border-bottom: 1px solid black;"></div> |
| 10. Door Retainers - Double spring over center door retainers are to be installed on all vertical doors. Retainers need to hold doors in positive open or closed position. (Other types of retainers, like cables or chains, are not acceptable.) | <div style="display: inline-block; width: 40px; border-bottom: 1px solid black;"></div> <div style="display: inline-block; width: 40px; border-bottom: 1px solid black;"></div> |

11. Shelving - Shelves are to be constructed of 18-gauge bright spangled galvanized steel. All shelves are to have hemmed dividers on 4" centers. Shelves need to have a minimum capacity rating of 250 lbs. _____
12. Shelving - 2 adjustable shelves with dividers street and curbside front vertical _____
1 adjustable shelf with dividers street and curbside rear vertical
1 adjustable shelf curbside horizontal.
13. Exterior Prime Paint - The body is to be completely immersed in electro deposition gray epoxy prime paint featuring a zinc phosphate pre coat and seal for additional corrosion protection. Prime paint is to be oven cured to provide a hard, durable finish. _____
14. Interior Paint - Interior paint is to be a mid-gloss, mar resistant, light gray finish. _____
15. Final Paint - Factory painted white inside of compartments and exterior of body. _____
16. Undercoating - The body is to be completely undercoated by the body manufacturer using a water base acrylic. _____
17. Installation - The manufacturer of the body is to supply a recommended installation process along with detailed installation instructions that conform to all applicable Federal Motor Vehicle Safety Standards. Rear body-to-chassis mounting brackets need to incorporate bumper support as well as provide FMVSS 301 protection. Furthermore, the manufacturer of the body is to supply an owner manual describing the proper care and maintenance of the body for the user. _____
18. Warranty - The following items are to be covered by a minimum six (6) year limited warranty to the first owner/user of record. _____
19. No Rust-Thru Guarantee _____
20. Continuous Door Hinges -Guaranteed not to fail to operate or come off product. _____
21. Latches and Lock Cylinders -Guaranteed against failure. _____
22. Shelves -Guaranteed not to fail in bending under a maximum 250 lb. rated load. _____
23. Lighting - Lighting is to meet all FMVSS standards. The wiring harness is to be encased in a plastic loom and all wires are to be colored for ease of troubleshooting. The wire harness must have connectors that are compatible with Ford, GM, and Dodge chassis without splicing. The stop/tail/tum and backup lights are to be recessed in the rear of the body. The stop/tail/tum lights are to be clear-back style. The side marker lights are to be recessed in the body drip rail for protection. _____
24. Interior Compartment - The rear compartments are to be illuminated from clear back style taillights. All Lighting compartments are to be illuminated with lights powered off taillight circuit. Manual toggle switches are required on each light. _____

25. Lighting Wire - Wires must be retained by a fastening system. _____
26. Retention Interior Light Guard and Warning Lights - Light guards are to be installed by the body manufacturer to provide protection for recessed stop/tail/turn, backup lights, and warning lights. The wiring harness needs to be protected also. _____
27. Bumper - Drop step bumper with pintle recess cutout. _____
28. Ladder rack Kargo master pipe rack constructed of 2" steel tubing, powder coated with a load rating of 1700 lbs. Cross bars are 62 inches wide. _____
29. Bed liner Inside of body between compartments shall have a sprayed in bed liner applied. Spray in Bed liner shall be applied to the bottom of the open area as well as the sides up to the top of the compartments. Vendor shall also spray the tops of the compartments with the same Material as the sides and bottom of the center opening of the bottom. There shall be four (4) drain holes, one in each corner, each drain hole shall have an opening no less than 3/4" open area after body has been painted and sprayed with spray in liner to allow for the drainage of rain and wash water _____
30. There shall be four (4) drain holes, one in each corner, each drain hole shall have an opening no less than 3/4" open area after body has been painted and sprayed with spray in liner to allow for the drainage of rain and wash water. _____
31. Four corner warning lights - Four (4) corner LED lights with rear round or square light heads recessed into the rear of the utility body Whelen brand LED or Equal – all LED with 5-year warranty. Front four (4) Corner Warning Lights shall not be installed in headlight/turn signal/parking light fixture. Any vehicle delivered with the front four corner warning lights installed in the headlight/turn signal/parking light fixtures will be refused and only accepted once vendor replaces the light fixture with the new ones. _____
32. Chassis to be provided with crank down spare tire mount with tire. Vendor shall make sure that both items are accessible with the body bid by bidder. _____



PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

**Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.**

Be sure to sign your bid!

**Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644**

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 17, 2025

Submitted by:

Jennifer White

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. RESOLUTION Template-GRANT Transfer

REVIEWERS:

Lana Gauthier

Lana Gauthier

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$125,000.00 be transferred from grant project G-STPM4924 to grant project G-STPM7533. These funds will be reallocated for grant match for Dauphin Street Improvements from Rimes Rd to Sage Avenue.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 17, 2025

Submitted by:

Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. RESOLUTION Capital Transfer-ADEM-Stormwater
2. Transfer Form-C0964 to ADEM Stormwater

REVIEWERS:

Lana Gauthier
Lana Gauthier

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$253,600.00 be transferred from project C0964 to grant project G-ADEM.MATCHINGGR. These funds will be reallocated for grant match for Threemile Creek Watershed: Langan Park Storm Water Low Impact Development Project.

Adopted:

City Clerk

JOINT BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM PROGRAMS AND PROJECT MANAGEMENT DEPT. 2045

DATE OF REQUEST: 5/14/25

JOINT BUDGET TRANSFER: ☐ (from one fund to another)

DISTRICT#: 7

REQUEST: Please transfer \$ 253,600.00

FROM CAPITAL PROJECT#: C0964

CAPITAL PROJECT NAME: LANGAN PARK DREDGING

DEPT. PROJECT#: _____

TO GRANT FUND PROJECT#: G-ADEM

PROJECT NAME: DRAINAGE FEATURES AT LANGAN PARK

ACCT PROJECT STRING#: G-ADEM.MATCHINGGR.


Employee signature


Approval signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 17, 2025

Submitted by:

Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. RESOLUTION CIP Transfer-ADEM Stormwater
2. Transfer Form-C0712 to ADEM Stormwater
3. Approval-CIP Transfer-Langan Stormwater

REVIEWERS:

Lana Gauthier

Lana Gauthier

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$221,000.00 be transferred from project C0712 Langan Park Storm Water to grant project G-ADEM.MATCHINGGR. These funds will be reallocated for grant match for Threemile Creek Watershed: Langan Park Storm Water Low Impact Development Project.

Adopted:

City Clerk

JOINT BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM PROGRAMS AND PROJECT MANAGEMENT DEPT. 2045

DATE OF REQUEST: 5/14/25

JOINT BUDGET TRANSFER: ☐ (from one fund to another)

DISTRICT#: 7

REQUEST: Please transfer \$ 221,000.00

FROM CAPITAL PROJECT#: C0712

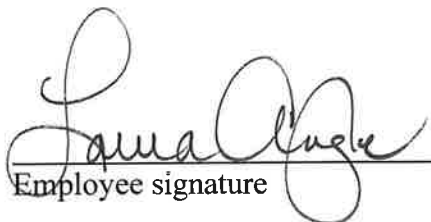
CAPITAL PROJECT NAME: CIP-LANGAN PARK STORMWATER

DEPT. PROJECT#: _____

TO GRANT FUND PROJECT#: G-ADEM

PROJECT NAME: DRAINAGE FEATURES AT LANGAN PARK

ACCT PROJECT STRING#: G-ADEM.MATCHINGGR.


Employee signature


Approval signature

RE: ADEM stormwater budget transfer

From Washington, Jasmine <jasmine.washington@cityofmobile.org>

Date Wed 5/21/2025 11:58 AM

To Tippery, Kelsi <kelsi.tippery@cityofmobile.org>

Cc Angle, Laura <laura.angle@cityofmobile.org>; Greene, Jennifer <jennifer.greene@cityofmobile.org>

Yes, that transfer is reviewed and approved.

Thank You!

Jasmine (Washington) Cook

jasmine.washington@cityofmobile.org

O: (251) 208-7043

M: (251) 348-2404

From: Tippery, Kelsi <kelsi.tippery@cityofmobile.org>

Sent: Wednesday, May 21, 2025 10:33 AM

To: Washington, Jasmine <jasmine.washington@cityofmobile.org>

Cc: Angle, Laura <laura.angle@cityofmobile.org>; Greene, Jennifer <jennifer.greene@cityofmobile.org>

Subject: Fw: ADEM stormwater budget transfer

Hi Jasmine,

Just wondering if you had a chance to review this transfer yet? My goal is to get it on council next week. Thanks!

Kelsi Tippery, MS

Office of Grants Management

City of Mobile

Mobile Government Plaza, South Tower, Ste 465

205 Government Street, Mobile, AL 36644

Phone: (251) 208-7870

Email: kelsi.tippery@cityofmobile.org



From: Tippery, Kelsi <kelsi.tippery@cityofmobile.org>
Sent: Monday, May 19, 2025 10:26 AM
To: Washington, Jasmine <jasmine.washington@cityofmobile.org>
Cc: Amberger, Nicholas <nick.amberger@cityofmobile.org>; Greene, Jennifer <jennifer.greene@cityofmobile.org>;
Angle, Laura <laura.angle@cityofmobile.org>
Subject: ADEM stormwater budget transfer

Hi Jasmine,

Please see the attached transfer form from CIP to the Langan Stormwater project for your approval. Let me know if you have any questions.

Thanks!

Kelsi Tippery, MS

Office of Grants Management

City of Mobile

Mobile Government Plaza, South Tower, Ste 465

205 Government Street, Mobile, AL 36644

Phone: (251) 208-7870

Email: kelsi.tippery@cityofmobile.org





CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 17, 2025

Submitted by:

Scott Collins, Executive Director of Finance

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

End of project construction funding.

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Claiborne Parking Deck Budget Transfers Resolution 6-10-2025
2. Claiborne Parking Deck Budget Transfers Resolution 6-10-2025

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Submitted by: Scott Collins, Executive Director of Finance

WHEREAS, the Claiborne Street parking deck is nearing completion; and

WHEREAS, some budget and funding amendments are necessary to properly allocate resources for the completion of project; and

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

ALABAMA, that the following amendments, reallocations, appropriations and transfers be made:

Transfer \$150,000 from capital project C0116, Capital Improvement Reserves, to capital project C0806, Civic Center Parking Facility. And transfer \$150,000 from capital project C0859, Civic Center Marketing, to capital project C0806, Civic Center Parking Facility.

Adopted:

City Clerk

RESOLUTION

Sponsored by: Mayor William S. Stimpson

Submitted by: Scott Collins, Executive Director of Finance

WHEREAS, the Claiborne Street parking deck is nearing completion; and

WHEREAS, some budget and funding amendments are necessary to properly allocate resources for the completion of project; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the following amendments, reallocations, appropriations and transfers be made:

Transfer \$150,000 from capital project C0116, Capital Improvement Reserves, to capital project C0806, Civic Center Parking Facility. And transfer \$150,000 from capital project C0859, Civic Center Marketing, to capital project C0806, Civic Center Parking Facility.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 17, 2025

Submitted by:

Scott Collins, Executive Director of Finance

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Formalize the order of construction funding for the new Mobile Arena.

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution To Formalize Mobile Arena Construction Funding
2. Resolution To Formalize Mobile Arena Construction Funding

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Submitted by: Scott Collins, Executive Director of Finance

WHEREAS, the \$300,000,000 total budget for the new Mobile Arena has multiple sources of funds; and

WHEREAS, approximately \$25,000,000 has been expended on the project to date; and

WHEREAS, formally establishing the sources and order of use of funds for the completion of the new Mobile Arena is vitally important to the success of the project; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA,

The sources and the order of uses of funds for the remaining construction costs, project related costs, and completion of the new Mobile Arena shall generally be as follows:

- | | |
|---|---|
| 1. Existing capital project budget funds: | Two Million Dollars (\$2,000,000) |
| 2. Series 2025A bond proceeds: | Two Hundred Fifty Million Dollars (\$250,000,000) |
| 3. Oak View Group: | Fifteen Million Dollars (\$15,000,000) |
| 4. FY 2025 TIF funds: | Four Million Dollars (\$4,000,000) |
| 5. FY 2026 TIF funds: | Four Million Dollars (\$4,000,000) |

Adopted:

City Clerk

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Submitted by: Scott Collins, Executive Director of Finance

WHEREAS, the \$300,000,000 total budget for the new Mobile Arena has multiple sources of funds; and

WHEREAS, approximately \$25,000,000 has been expended on the project to date; and

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| 4. FY 2025 TIF funds: | Four Million Dollars (\$4,000,000) |
| 5. FY 2026 TIF funds: | Four Million Dollars (\$4,000,000) |

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 17, 2025

Submitted by:

Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Attached for your review is a CE&I Contract between the City of Mobile (Owner) and Moffatt & Nichol, Inc. (Engineer) for the Mobile Riverfront Redevelopment, Cooper Riverside Park, South Coffey Cell and Great Lawn Upgrades, COM Project No. PR-029-22, for the amount of \$326,000.00. The scope of work for this project includes civil engineering, replacement of the seawall and landscape improvements to the Great Lawn(s). This project aims to enhance the park's functionality, aesthetics, and overall visitor experience while ensuring the space is structurally sound for public use.

Amount of Contract:

\$326,000

Funding Source

G-GOMESA

ATTACHMENTS:

1. Cover Letter CE&I (PR-029-22)
2. Resolution CE&I (PR-029-22)
3. CEI Contract_SCC & PARK - M&N signed

REVIEWERS:

Lana Gauthier

Lana Gauthier



May 28, 2025

Subject: Construction Engineering and Inspection Services (CE&I) Contract – Cooper Riverside Park, South Coffey Cell and Great Lawn Upgrades

Dear Councilmembers,

Attached for your review is a **CE&I Contract** between the City of Mobile (Owner) and Moffatt & Nichol, Inc. (Engineer) for the **Mobile Riverfront Redevelopment, Cooper Riverside Park, South Coffey Cell and Great Lawn Upgrades**, COM Project No. PR-029-22, for the amount of **\$326,000.00**. The scope of work for this project includes civil engineering, replacement of the seawall and landscape improvements to the Great Lawn(s). This project aims to enhance the park's functionality, aesthetics, and overall visitor experience while ensuring the space is structurally sound for public use. This project is funded primarily through a grant allocation from the Alabama Department of Conservation and Natural Resources.

We appreciate your continued support and communication on this important infrastructure project. Should you have any questions, please contact **Jennifer Greene** at (251) 208-7199 or via email at jennifer.greene@cityofmobile.org.

Respectfully,

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

Jennifer Greene
Director, Programs and Project Management
Department of Engineering and Infrastructure

RESOLUTION

Sponsored by: Mayor William S. Stimpson and Councilperson C. J. Small

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, subject to the company signing the contract and furnishing the required bonds and insurance. A copy of said executed contract is on file in the office of the City Clerk.

NAME OF COMPANY:	Moffatt & Nichol, Inc.
PROJECT NAME:	Mobile Riverfront Redevelopment Project, Cooper Riverside Park, South Coffer Cell and Great Lawn Upgrades
PROJECT NO:	PR-029-22
AMOUNT:	\$326,000.00

Adopted:

City Clerk

Date



**MOBILE RIVERFRONT REDEVELOPMENT
COOPER RIVERSIDE PARK,
SOUTH COFFER CELL AND GREAT LAWN
UPGRADES:**

**CONSTRUCTION ENGINEERING AND
INSPECTION SERVICES**

PROJECT NO. PR-029-22

ENGINEER:

MOFFATT & NICHOL, INC.



**STATE OF ALABAMA
CITY OF MOBILE**

CONTRACT

THIS CONTRACT ("Contract") is made as of the date on which the last party executes this Agreement (the "Effective Date"), by and between:

CITY OF MOBILE, ALABAMA ("City"), a municipal corporation located in Mobile, Alabama, acting by and through its Mayor and City Council; and

MOFFATT & NICHOL, INC. (Engineer"), an Alabama corporation with its principal office at 11 N Water Street, Suite 20220 Mobile, AL 36602 ("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

ADCNR – Alabama Department of Conservation and Natural Resources

CITY – City of Mobile, Alabama

CITY COUNCIL – Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CITY ENGINEER – That person designated by the CITY as CITY ENGINEER or his appointed assistants.

CONTRACT – Whenever the word "CONTRACT" is used it shall be held to mean this executed document and any and all exhibits and attachments comprising the written agreement between the City of Mobile and the ENGINEER setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR – An individual, corporation, partnership, or other entity selected to perform any or all construction services.

ENGINEER – The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company assigned to this PROJECT is **MOFFATT & NICHOL, INC.**

GOMESA – Gulf of Mexico Energy and Security Act of 2006

GRANT AGREEMENTS – ADCNR Sub-award GOMESA Grant Agreement #G-CMRPE/21/CM, City Resolution 31-272, and #G-CMRPEII/24/CM, City Resolution 01-1011.

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 PROJECT MANAGER either for the Pre-Bid to Pre-Construction Phase, and/or the Construction Phase, as set out in Section III.

PROJECT – Mobile Riverfront Redevelopment, Cooper Riverside Park, consisting of two components:

(A) Great Lawn Upgrades and (B) South Coffey Cell (“SCC”) Upgrades, City of Mobile Project No. PR-029-22. This CONTRACT provides Construction Engineering & Inspection (CEI) services, including civil-engineering administration, bid advertisement and evaluation, recommendation of award, and full construction inspection, for **both** components. (See Exhibit A for approximate locations.)

PROPOSAL – The proposal attached in Exhibit C dated March 20, 2025, outlining professional services that will be provided and the estimated cost of the PROJECT as determined and provided by ENGINEER pursuant to Section III herein.

PROJECT ENGINEER – A registered Professional Engineer licensed in the State of Alabama who is an authorized representative of the **ENGINEER**.

PROJECT MANAGER – An individual designated by the CITY as PROJECT MANAGER.

STANDARD SPECIFICATIONS – Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, on file in the office of the PROJECT MANAGER.

TECHNICAL SPECIFICATIONS – Technical specifications written for this PROJECT and provided by the ENGINEER.

II. STANDARDS

The CITY hereby retains the ENGINEER and the ENGINEER agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER, in the preparation of plans and any other items pertaining to this PROJECT, will meet the requirements for conformance with the TECHNICAL SPECIFICATIONS provided for the

project, and STANDARD SPECIFICATIONS, adopted by the State of Alabama Department of Transportation, and applicable local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this PROJECT. All work required under this CONTRACT will be performed in accordance with these specifications, standards and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

Additional Conditions for the grant award and this CONTRACT are detailed in Exhibit G, Exhibit H, Exhibit I, Exhibit J and Exhibit K, which are attached hereto and incorporated herein.

This contract is subject to the terms and conditions of ADCNR Sub-award Grant Agreement #G-CMRPE/21/CM, City Resolution 31-272, and #G-CMRPEII/24/CM, City Resolution 01-1011, between ADCNR and the CITY, and any special terms and conditions of the GOMESA Award from the State of Alabama. All these terms and conditions apply to the ENGINEER, as well as any covered subcontractor(s) or vendor(s).

III. SCOPE OF WORK

The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the PROJECT MANAGER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the PROJECT MANAGER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the PROJECT MANAGER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

Component A – Great Lawn Upgrades:

The Engineer shall provide all CE&I services for the Great Lawn improvements as described in Exhibit C, including bid support, contract administration, materials testing coordination, daily inspection, pay-quantity verification, change-order review, punch-list and as-built preparation specific to the Great Lawn area.

Component B – South Coffey Cell Upgrades:

In addition to Component A, the Engineer shall provide CE&I services for the South Coffey Cell upgrades as described in Exhibit C, including inspection of structural repairs (sheet-pile/bulkhead/cofferdam elements and tie-backs), verification of excavation, grading and drainage installations; shoreline-stabilization and landscaping oversight; coordination with marine contractors and regulatory agencies; and all related testing, daily documentation, punch-list, and as-built deliverables specific to the SCC area.

All CE&I deliverables (daily logs, photos, pay quantities, DBE reports, close-out documents) shall segregate work, costs, and documentation by Component A and Component B for clear project accounting and audit compliance.

The scope of work is divided into the following Phases:

- A. Pre-Bid to Pre-Construction Phase
- B. Construction Phase

A. PRE-BID TO PRE-CONSTRUCTION

1. Upon approval of the bid package and if requested from the CITY, an “Invitation for Bids” will be prepared by the ENGINEER and issued by the PROJECT MANAGER. During the bid period and up to the notice of award to the successful bidder, the ENGINEER shall provide the following services:
 - a. Assist the PROJECT MANAGER in replying to questions from prospective bidders and preparing Addenda to the bid documents as required by the PROJECT MANAGER.
 - b. Attend bid opening, review bids, prepare bid tabulation, and make recommendations for award to the lowest responsive bidder.
 - c. The ENGINEER shall number all proposals serially and record the name of the Contractor and the number of the proposal issued to that Contractor. **The ENGINEER shall check each Contractor to assure each is properly licensed.** A copy of this record will be given to the PROJECT MANAGER by the end of the workday proceeding the day of the bid opening. The CITY will not open any bid from a Contractor whose name is not recorded for proposals issued.
 - d. The ENGINEER will be present at the bid opening. He should bring copies of the list of prospective bidders with space provided to record their bid. The ENGINEER’s estimate of the cost of the PROJECT should be indicated on this list.
 - e. The current CITY Contract Documents shall be used on this PROJECT. Only additional Special Provisions may be added to these documents to describe special requirements particular to this PROJECT.
 - f. Upon receipt of the bid documents, the ENGINEER shall review the bids to assure proper bid bonds. The ENGINEER shall also prepare a tabulation of all bidders, and submit a minimum of three copies, including an electronic Excel file, to the PROJECT MANAGER along with the recommendation of the Contractor submitting the lowest responsive bid, meeting all required specifications.
 - g. Upon notification of the award of the bid by the PROJECT MANAGER, the ENGINEER shall prepare five (5) bound sets of contract documents and supply them to the CONTRACTOR. One set of documents will contain the **original** bid documents, with the CONTRACTOR’s original signatures. **All 5 sets shall contain original signatures and original seals.** The CONTRACTOR should execute and return these documents to the ENGINEER within ten (10) working days. The ENGINEER should then check these documents for proper bonding, insurance certificates, proper signatures, and seals. If all documents are in order, the ENGINEER should submit all five (5) contract agreements to the PROJECT MANAGER for execution by the CITY COUNCIL.

- h. The ENGINEER shall conduct a Pre-construction conference with the CITY staff, the CONTRACTOR, the testing firm, and all utilities involved in the PROJECT to establish the work schedule and coordination of all persons necessary for the proper execution and construction of the PROJECT.

B. CONSTRUCTION PHASE

1. Quality Assurance

- a. ENGINEER shall require the CONTRACTOR to ensure quality assurance during construction. The CONTRACTOR's quality assurance shall be conducted in general conformance to procedures set forth in the TECHNICAL SPECIFICATIONS and STANDARD SPECIFICATIONS and the requirements of the National Pollution Discharge Elimination System (NPDES) Storm Water Discharge General Permit, if applicable. The ENGINEER shall require the CONTRACTOR to maintain on-site a copy of the TECHNICAL SPECIFICATIONS and STANDARD SPECIFICATIONS and the ENGINEER shall ensure that all of the personnel involved in the construction phase of the project are thoroughly familiar with the provisions of the TECHNICAL SPECIFICATIONS and STANDARD SPECIFICATIONS.

2. Compliance with Plans and Specifications

The ENGINEER shall enforce all requirements of the plans and specifications for compliance with quality, quantity, materials, and measurements excluding safety.

- a. The ENGINEER shall supply lines and grades for the improvements undertaken, including those for the control of the work. This shall include setting lines and grade stakes and control points throughout the PROJECT. The CONTRACTOR shall be responsible for maintenance of the line and grade stakes.
- b. The ENGINEER shall inform and coordinate with the material testing firm contracted by the CITY, to perform materials testing and associated services.
- c. The ENGINEER shall ensure the materials comply with specifications by continuous coordination and communication with the material testing firm assigned by the CITY.
- d. The ENGINEER shall review construction invoices, verify quantities, and certify accuracy for submittal to and approval and payment by the CITY.
- e. The ENGINEER shall provide construction administration and be in responsible charge of the project.

3. PROJECT Observation/Inspection

- a. The ENGINEER shall appoint a competent INSPECTOR, capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work to be performed, who shall work under the direct supervision of a registered PROJECT ENGINEER. The INSPECTOR shall be experienced and qualified to determine the requirements of the plans

and specifications. The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the PROJECT MANAGER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the PROJECT MANAGER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the PROJECT MANAGER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

- b. The CITY reserves the right to require replacement of any INSPECTOR considered to be unqualified for the work. The duty of the INSPECTOR is to determine CONTRACTOR compliance with the plans and specifications. Nothing contained herein shall be construed to mean that the INSPECTOR or the ENGINEER's agent controls or assumes a right to the manner in which the CONTRACTOR performs the work.
- c. The PROJECT MANAGER reserves the right to appoint department representatives to observe all plans and works of the ENGINEER. The appointed CITY representatives shall have access to all plans, drawings, specifications and reports of the ENGINEER relating to the PROJECT.
- d. The CITY will retain a testing firm to provide laboratory services for all soils studies, reports, inspections, and tests required throughout the construction of the PROJECT.
- e. The PROJECT ENGINEER in responsible charge shall conduct periodic field reviews to assure compliance with plans and specifications. All inspections shall be documented and submitted to the PROJECT MANAGER.
- f. The ENGINEER shall have a copy of, and be thoroughly familiar with TECHNICAL SPECIFICATIONS and applicable STANDARD SPECIFICATIONS, Standard and Special Drawings, Testing Manual, and Construction Manual, current non-metric edition, materials sources, and devices with special acceptance requirements.
- g. The INSPECTOR shall keep a daily diary, listing equipment on site and in use, weather conditions, CONTRACTOR's personnel on site, and the work accomplished each day.
- 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. Monthly estimates shall also include a DBE Utilization Report and Progress Report for the month.

- i. No major changes in the “as bid” construction plans shall be made prior to submittal to the PROJECT MANAGER for review and administrative approval.
- j. The INSPECTOR will sign all material tickets, at the site, previously signed by the materials testing firm’s representative, indicating the INSPECTOR’S approval of the materials to be installed.
- k. 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 TECHNICAL SPECIFICATIONS and 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 TECHNICAL SPECIFICATIONS and STANDARD SPECIFICATIONS.
- l. 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 PROJECT MANAGER.
- m. Upon written certification by the ENGINEER that the PROJECT has been completed in accordance with the contract documents, the PROJECT MANAGER will conduct a final review. Following the PROJECT MANAGER’s concurrence with the recommendation for acceptance, the ENGINEER shall submit the final estimate and close out documents to the CITY. The date of receipt of the final payment by the CONTRACTOR will be the date of acceptance of the PROJECT by the CITY.

4. Progress Review

- a. The ENGINEER will be required to maintain strict review of progress of the PROJECT’s construction. A monthly time report shall be submitted to the PROJECT MANAGER and to the CONTRACTOR. The monthly report will be dated the Monday following the reported period, delivered via fax or regular mail, and postmarked to the CONTRACTOR on the same date.
- b. 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 PROJECT MANAGER. At this time, the PROJECT MANAGER will intervene and resolve the dispute. The PROJECT MANAGER’s resolution shall be accepted by and binding on both the ENGINEER and the CONTRACTOR. If the CONTRACTOR has not informed the ENGINEER in writing of any disagreement with the monthly work day charge within ten (10) work days of the original report date, such monthly work day charge shall be deemed accepted by the CONTRACTOR. No subsequent complaint will be allowed. When the work has been stopped by reasons beyond the CONTRACTOR’s control, such as weather, unacquired right-of-way, utility obstructions, etc., it will be the duty of the ENGINEER to notify the CONTRACTOR when work

can resume. It will then be the duty of the CONTRACTOR to notify the ENGINEER of the time and location work on the PROJECT will resume.

- c. The ENGINEER will provide daily updates including progress photos to a text message group provided by the CITY.
- d. The ENGINEER will review the CONTRACTOR's schedule and ensure it is updated weekly and provided to the CITY.

5. PROJECT Closeout

- a. "As Built" plans that clearly delineate any changes from the original "As Bid" plans shall be submitted to the PROJECT MANAGER within thirty (30) working days of the acceptance for maintenance of the PROJECT. One bound copy of all test reports for the PROJECT will be submitted with these plans. The "As-Built" plans with any changes from "As Bid" plans shall be prepared and submitted the PROJECT ENGINEER.
- b. All final quantities shall be prepared, and all necessary supporting information shall be submitted with the "As Built" plans to the PROJECT MANAGER. This information, including copies of the daily diary and calculations by which the final quantities were determined, shall be submitted in accordance with the TECHNICAL SPECIFICATIONS and STANDARD SPECIFICATIONS. ENGINEER shall submit to the CITY all documentation required for PROJECT closeout as outlined in Exhibit D.

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

- A. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this Agreement.
- B. This CONTRACT may be terminated by the City for any reason, with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Section V.A, "Contracted Services". The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the PROJECT for more than ninety (90) consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.
- C. The CITY and the ENGINEER each binds itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this CONTRACT. Engineer shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the CITY; which such consent shall be granted or denied solely at CITY'S discretion.

- D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until PROJECT completion or November 15, 2026, (grant end date), whichever is sooner (with extensions possible if the grant is extended). The CONTRACT time may be extended by mutual agreement between the CITY and the ENGINEER, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.
- E. Grant Performance Deadline. Notwithstanding any other provision of this Agreement, the Engineer shall complete all CE&I services, furnish all deliverables, and support final grant reporting as so to satisfy the GOMESA grant performance period ending November 15, 2026, unless the grantor issues a formal extension and this Agreement is amended in writing to reflect the new deadline.
- F. The ENGINEER shall reimburse the CITY for attorney's fees incurred due to any breach by ENGINEER of its obligations under the terms of this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this Agreement notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section V shall be made only in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the ENGINEER for such work performed shall be compensated at the cost stated in the PROPOSAL and rates stated in the Engineer's Hourly Rates, which is incorporated into this Agreement in Exhibit C. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the PROJECT MANAGER.

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 PROPOSAL and the Engineer's Hourly Rates in Exhibit C and as authorized by the CITY as follows:

- 1. It is mutually agreed that compensation to the ENGINEER will be as follows:
 - a. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform. Pre-Bid to Pre-Construction Phase services in accordance with Section III.A of this CONTRACT.
 - b. 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 PROJECT MANAGER. 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. The Professional Engineering Services cost attached hereto as stated in the PROPOSAL, and in Exhibit B, sets out the maximum amount to

be disbursed for work performed under Section III, and will be based on the hourly rates in Exhibit C, unless otherwise authorized by the CITY in its sole discretion. Payment for work performed in Section III of this Agreement shall not exceed \$326,000.00 (Three Hundred Twenty-Six Thousand Dollars and Zero Cents).

- c. 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.
- d. 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.

VI. INDEMNITY AND INSURANCE REQUIREMENTS

INDEMINIFICATION: The ENGINEER shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require ENGINEER to indemnify, hold harmless or defend the City except as permissible under §41-9A-3, Code of Alabama, (1975).

STANDARD OF PERFORMANCE: ENGINEER shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

G. **INSURANCE:** For the duration of this Agreement, ENGINEER shall maintain the following minimum amounts for each Project:

1. **Professional Liability Insurance:**

Professional Liability Insurance including design with the limits not less than \$1,000,000 per claim.

2. **Workers' Compensation/Employer's Liability:**

- a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
 - b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee
 - c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.
3. Comprehensive General Liability Insurance:
- a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by ENGINEER.
 - b. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.
 - c. General Aggregate Limit shall apply on a "Per Project" Basis.
4. Automobile Liability Insurance:
- a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.
5. Excess/Umbrella Liability Insurance
- a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
 - b. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

H. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

1. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
2. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.
3. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

4. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.
5. Certificates of Insurance - General - Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

VII. E-VERIFY

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

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by CITY under this contract is GOMESA and any additional funding source(s) deemed worthy.

IX. PROHIBITION OF BOYCOTTING

By signing this CONTRACT, the ENGINEER represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

X. ANTI-DISCRIMINATION CLAUSE

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

XI. GOVERNING LAW AND VENUE

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

XII. E-BUILDER

The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: <https://app.e-builder.net> ENGINEER shall use e-Builder as an essential component to project management with the City of Mobile.

- XIII.** This Agreement may be executed in any number of counterparts (including by electronic signature), each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

MOFFATT & NICHOL, INC.

By: 

Print: Eldon C. (Don) Blancher II

Its: Vice President/Supervisory Coastal Scientist

Address: 11 N. Water Street, SUite 20220

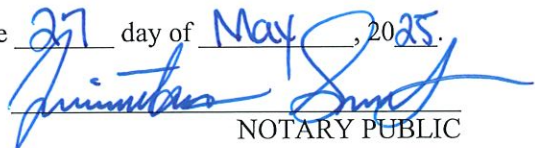
Mobile, AL 36602

Telephone: 251-378-9005

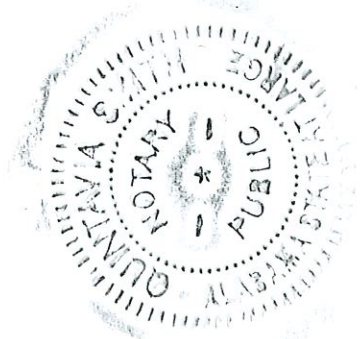
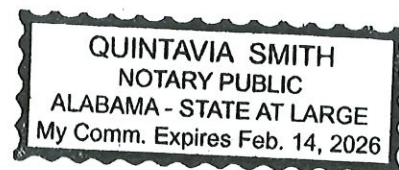
STATE OF ALABAMA
CITY OF MOBILE

I, Quintavia Smith, a Notary Public in and for said State and County, hereby
certify that Eldon C. Blancher II, whose name as Vice President of
MOFFATT & NICHOL, INC is signed to the foregoing instrument and who are known
to me acknowledged before me on this day, that, being informed of these contents of
the instrument, he as such officer and with full authority, executed the same voluntary
on the day the same bears date.

Given under my hand and notarial seal on this the 27 day of May, 2025.


NOTARY PUBLIC

My Commission Expires: _____



CITY OF MOBILE, A Municipal Corporation

By: _____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk
Print: _____

EXHIBIT A:
PROJECT LOCATION



EXHIBIT B:

PROJECT ESTIMATE

PROJECT – (See Exhibit A for location.) **MOBILE RIVERFRONT REDEVELOPMENT, COOPER RIVERSIDE PARK, SOUTH COFFER CELL AND GREAT LAWN UPGRADES**, City of Mobile Project No. **PR-029-22**.

ESTIMATED PROJECT COST – Construction of the PROJECT is estimated to be **\$4,320,834.60 [Four Million Three Hundred Twenty Thousand Eight Hundred Thirty-Four Dollars and Sixty Cents]**.

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST – Total fees to be paid to the ENGINEER shall not exceed **\$326,000.00 [Three Hundred Twenty-Six Thousand Dollars and Zero Cents]**, unless authorized by the CITY.

CITY DISTRICT: Districts 2

FUNDING SOURCE: G-GOMESA (GOMESA RIVERFRONT)

EXHIBIT C:
PROPOSAL AND
ENGINEER'S SUMMARY OF HOURLY RATES



moffatt & nichol

11 N. Water Street, Suite 20220 | Mobile, AL, 36602
251.378.9006 | M 251.422.7192

March 20, 2025

City of Mobile
205 Government Street
Mobile, AL 36602

Attn: Nick Amberger, PE
Executive Director, Public Works

Subject: Mobile Riverfront Redevelopment: Construction Administration Extension for City of Mobile - Cooper Riverfront Park Upgrades

M&N Project No. 10961-04/05

Dear Nick,

As Engineers of Record for the Mobile Riverfront Redevelopment Project, we appreciate the opportunity to submit this proposal for the Construction Administration Services for the City of Mobile - Cooper Riverfront Park Upgrades. Having supported the City of Mobile throughout the project, M&N is committed to ensuring the successful completion of this vital construction phase.

The Cooper Riverfront Park Upgrades project aims to enhance the park's functionality, aesthetics, and overall visitor experience. The scope includes civil engineering and landscape improvements to the Great Lawn, ensuring the space is both visually appealing and structurally sound for public use. These upgrades will contribute to the park's long-term sustainability, accessibility, and ability to host a variety of community events. Given the project's importance and complexity, effective project management, coordination, and oversight will be essential to its successful execution.

Scope of Work for City of Mobile - Cooper Riverfront Park Upgrades Construction Administration Services

Bidding & Negotiation Phase

As a part of Bidding & Negotiation Effort, M&N will City of Mobile with Bidding & Negotiation for the construction of City of Mobile - Cooper Riverfront Park upgrades. The following services will be provided under this task:

- Bid Document Preparation – Assist in finalizing contract documents.
- Advertisement– Provide support in preparing bid advertisements
- Invitation to Bidders and follow up calls
- Pre-Bid Conference – Attend and facilitate the pre-bid meeting, responding to contractor questions and providing clarifications.
- Response to RFIs – Address bidder inquiries and issue addenda as necessary to clarify project scope, specifications, or drawings.
- Bid Evaluation– Review submitted bids for completeness, responsiveness, and compliance with project requirements. Conduct cost evaluations and assist in identifying the lowest responsive and responsible bidder.



- Recommendation for Award – Prepare a bid evaluation summary and provide recommendations for award based on bid results and contractor qualifications.

Project Administration

Once a contractor has been selected, our team will provide ongoing project administration services to support successful execution. These services will include:

- Kickoff & Coordination Meetings – Pre-construction meetings to align on project goals, schedule, and expectations.
- Submittal & RFI Management – Review contractor submittals, shop drawings, and RFIs to ensure compliance with project requirements. Provide timely responses to RFIs to avoid construction delays.
- Schedule & Progress Tracking – Monitor the contractor's schedule, identify potential delays, and work with the City and contractor to mitigate risks.
- Change Order Review – Evaluate contractor change order requests, assess their validity, and provide recommendations to the City.
- Budget & Payment Application Review – Review contractor invoices and progress payment applications to verify work completed aligns with approved milestones.
- Coordination with Stakeholders – Facilitate communication between the City, contractor, and any sub-contractors.
- Quality Assurance & Compliance – Assist in ensuring the contractor adheres to project specifications, regulatory requirements, and permitting conditions.
- Final Inspection & Closeout – Support project closeout by conducting final inspections, punch list development, and ensuring all documentation, warranties, and as-builts are submitted by the contractor.

Resident Project Representative

Given the critical nature of this project, our team will provide part-time RPR services (20 hours per week) to oversee construction activities and ensure adherence to project requirements. The RPR will:

- On-Site Construction Observation – Conduct regular site visits to observe construction progress, verify contractor compliance, and document field conditions.
- Field Reports – Maintain logs of daily activities, including work performed, personnel on-site, weather conditions, and any issues encountered.
- Issue Identification & Resolution – Identify and report construction deficiencies or deviations from the contract documents. Work with the City and contractor to address issues in real time.
- Testing & Inspection Coordination – Assist in coordinating materials testing, inspections, and verification of compliance with approved plans and specifications.
- Safety & Environmental Compliance – Observe general contractor safety practices and environmental requirements and report any concerns.
- Progress Documentation – Take photographs and maintain field records of construction milestones, key installations, and any changes encountered.
- Communication with City – Serve as an on-site liaison between the contractor, City representatives, and the design team, ensuring efficient communication.
- Substantial Completion & Punch List – Participate in substantial completion inspections, assist in punch list development, and verify corrective actions are completed before final acceptance.



Assumptions and Special Requirements

- The Construction Administration services will be performed as-needed, with an estimated burn rate of 40-50 hours per month based on the complexity of this construction phase as well as previous expenditures for similar services.
- Preparation of as-built drawings is not included in this scope. The contractor is responsible for documenting design changes and providing as-built drawings at project completion.
- RFI responses will be provided within 5 working days of receipt, and submittal responses will be provided within 7 working days.
- Part-time services for RPR will be based on an estimated 20 hours per week, with flexibility to adjust based on critical project needs.

Total Cost Estimate

Based on the proposed scope and assumptions, the total cost for Construction Administration Services for the City of Mobile - Cooper Riverfront Park Upgrades is estimated at \$169,000.

Compensation and Schedule

M&N has estimated the effort required to provide the scoped services an As-Needed basis over the time period described above. The estimated duration is based project schedule, and subject to revision in the event of major schedule shifts. Our fees will accrue on a lump sum basis. Sai Kiran Duvvuri, PE will be the project manager representing the Moffatt & Nichol Mobile Office. Our approach to this proposal is based on our understanding of the City's needs. If further refinement is required, please don't hesitate to reach out.

Thanks for your time and consideration.

Sincerely,

Jonathan Hird, PE
MOFFATT & NICHOL



March 20, 2025

City of Mobile
205 Government Street
Mobile, AL 36602

Attn: Nick Amberger, PE
Executive Director, Public Works

Subject: Mobile Riverfront Redevelopment: Construction Administration Extension for South Coffe Cell
M&N Project No. 10961-04/05

Dear Nick,

As **Engineers of Record** for the **Mobile Riverfront Redevelopment Project**, we appreciate the opportunity to submit this proposal for the continuation of **Construction Administration Services** for the **South Coffe Cell (SCC)**. Having supported the City of Mobile throughout the project, M&N is committed to ensuring the successful completion of this vital construction phase.

The **South Coffe Cell** presents a particularly complex set of challenges, with unknowns in site conditions, proximity to existing infrastructure, and potential conflicts with the surrounding environment. These uncertainties—such as unanticipated subsurface conditions, interactions with the nearby shipping channel, proximity to the tunnels, and the possibility of field changes due to design complications will require ongoing, agile technical support to ensure the project remains on track. We recognize that effective **communication** and **coordination** between the **City, Contractor, and M&N** will be critical in navigating these challenges. This proposal outlines the comprehensive services we plan to provide to support both the City and the Contractor through this dynamic construction phase.

Complexity of Construction and Potential Design Changes

The construction of the **South Coffe Cell** involves multiple complexities that may require swift design modifications and ongoing technical support to ensure the project's successful completion:

- **Unanticipated site conditions**, including extent of the subsurface rock, existing museum bulkhead tieback systems, deadman-supported walkway between the tunnels, and sinkholes, all present challenges that may require **field adjustments** to the design.
- **Coordination with the Contractor** will be crucial in ensuring that work continues without delays or significant cost overruns, especially when issues such as unexpected field conditions or material availability arise.

Given these complexities, M&N will provide **proactive support** throughout the construction process to **minimize delays** and **maintain project momentum**. Our goal is to assist both the City and Contractor in navigating these uncertainties and ensuring the successful completion of the **South Coffe Cell**.

Scope of Work for South Coffe Cell Construction Administration Services

M&N will continue to provide **technical support** throughout the construction of the **South Coffe Cell**. We will address the complexities and potential design changes during the construction phase, assisting the City and Contractor in overcoming field challenges and ensuring project success. Our services will include the following:



Preconstruction Coordination (As-Needed)

- Preconstruction conferences for the South Coffey Cell will focus on key construction elements, expected uncertainties, and strategies for managing potential conflicts, ensuring that all stakeholders are aligned on how to proceed.

Ongoing Construction Coordination (Scheduled and As-Needed)

- Monthly Progress Meetings with the City, Contractor, and Engineer to address construction challenges, assess project progress, and adjust strategies as needed to overcome complexities.
- Review contractor submittals, shop drawings, and RFIs, providing prompt feedback and design solutions as required. This will also include addressing any design discrepancies or field challenges that arise.
- Submit NCRs (Non-Conformance Reports) for any defective work identified during the construction phase, ensuring the project continues to meet the high-quality standards expected.

Change Order and Field Change Management (As-Needed)

- Given the complexity of the South Coffey Cell construction, we anticipate potential design changes and field adjustments due to unanticipated subsurface conditions, conflicts with existing infrastructure, or evolving site conditions. We will manage these changes by:
 - Reviewing and initiating change orders or work directives as required, ensuring that all changes are well-documented and consistent with the project's design intent.
 - Responding to unanticipated field conditions and proposing design modifications to ensure that construction can proceed smoothly without compromising the integrity of the structure.
 - Collaborating with the City and Contractor to ensure that all parties are aligned on any design changes and the associated implications.

Regulatory and Agency Coordination (As-Needed)

- Responding to building department review questions related to the South Coffey Cell and resolving any regulatory issues that may arise during construction.
- Managing ALDOT review questions and addressing vibration monitoring or other specific requirements as construction progresses.
- Ensuring USACE compliance in managing issues raised by them, particularly those related to the shipping channel and South Coffey Cell's proximity.

Site Monitoring & Inspections (Scheduled)

- Conducting site visits as needed to monitor ongoing work and ensure the construction is being carried out in accordance with the approved design.
- Assessing field conditions and suggesting modifications to address any site-specific issues, such as the presence of rock or sinkholes, which may require design adjustments.
- Coordinating closely with the Contractor and City to ensure that construction techniques and materials used are aligned with the approved design and that any required modifications are integrated into the construction process.

Substantial Completion and Final Acceptance (Scheduled)

- Performing a Substantial Completion inspection and developing a punch list for final review by the City, ensuring that any remaining issues are addressed before the project is deemed complete.
- Conducting the final inspection for the South Coffey Cell and issuing a notice of acceptability once all work is completed satisfactorily, ensuring that all regulatory requirements and design expectations are met.

Resident Project Representative:

On-Site Representation & Oversight

- Provide part-time on-site presence as required.
- Monitor construction activities to ensure compliance with contract documents, specifications, and approved plans.
- Document daily construction progress, weather conditions, and any deviations from the design.

Coordination & Communication

- Facilitate ongoing communication between the contractor, the City, and engineers.



- Participate in regular construction meetings to discuss progress, issues, and required actions.
- Assist in the coordination of subcontractors and third-party inspectors as needed.

Field Issue Resolution & Change Management

- Identify potential design conflicts or field conditions requiring adjustments.
- Coordinate with the design team to review and process Requests for Information (RFIs) and change orders.
- Provide recommendations for resolving unforeseen issues efficiently while maintaining project timelines.

Quality Assurance & Compliance

- Verify that materials and workmanship meet project specifications and industry standards.
- Ensure adherence to safety protocols and regulatory requirements.
- Assist in inspections and testing coordination as required.

Documentation & Reporting

- Maintain thorough field records, including daily reports, photographs, and material logs.
- Track contractor compliance with schedule milestones and critical path activities.
- Provide regular status updates and detailed reports to the City and project stakeholders.

Assumptions and Special Requirements

- The Construction Administration services will be performed as-needed, with an estimated burn rate of 40-50 hours per month based on the complexity of this construction phase as well as previous expenditures for similar services.
- Preparation of as-built drawings is not included in this scope. The contractor is responsible for documenting design changes and providing as-built drawings at project completion.
- RFI responses will be provided within 5 working days of receipt, and submittal responses will be provided within 7 working days.
- Part-time services for RPR will be based on an estimated **20 hours per week**, with flexibility to adjust based on critical project needs.

Total Cost Estimate

Based on the proposed scope and assumptions, the **total cost** for **Construction Administration Services** for the **South Coffey Cell** is estimated at **\$157,000**.

Compensation and Schedule

M&N has estimated the effort required to provide the scoped services on an As-Needed basis over the time period described above. The estimated duration is based on the remaining project schedule, and subject to revision in the event of major schedule shifts. Our fees will accrue on a lump sum basis. Sai Kiran Duvvuri, PE will be the project manager representing the Moffatt & Nichol Mobile Office. Our approach to this proposal is based on our understanding of the City's needs. If further refinement is required, please don't hesitate to reach out.

Thanks for your time and consideration.

Sincerely,

Jonathan Hird, PE
MOFFATT & NICHOL

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
 - Hard Copy
 - CADD File
 - PDF
- Hard Copy of Contract Documents:
 - Advertisement for Bids
 - Instructions to Bidders
 - Contractor Proposal
 - Contractor Bid Bond
 - Contractor Labor & Materials Bond
 - Contractor Performance Bond
 - Certificate of Contractor's & Subcontractor's Insurance
 - Special Provisions
 - Articles of Agreement
 - Supplemental Specifications
 - PROJECT Sign Detail
 - Addendums
- Electronic (Word) copy of the Contract Documents
- 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
- Other electronic files
- Correspondence affecting Design and/or Construction
- Additional documentation as required by the grant

EXHIBIT E:

INSURANCE CERTIFICATIONS

Below is an example of a certificate of insurance (COI). Please note the verbiage in the “Description” area. Each COI must have this stated.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/22/2025

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

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

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd, Suite 230 Lafayette CA 94549	CONTACT NAME: Karin Thorp PHONE (A/C, No, Ext): 714-427-3494 FAX (A/C, No): E-MAIL ADDRESS: DesignProCerts@AssuredPartners.com														
License#: 6003745 MOFFANICH	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER B : Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER C : XL Specialty Insurance Company</td><td>37885</td></tr><tr><td>INSURER D : American Casualty Company of Reading,</td><td>20427</td></tr><tr><td>INSURER E : The Insurance Company of the State of Pennsylvania</td><td>19429</td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Continental Insurance Company	35289	INSURER B : Continental Casualty Company	20443	INSURER C : XL Specialty Insurance Company	37885	INSURER D : American Casualty Company of Reading,	20427	INSURER E : The Insurance Company of the State of Pennsylvania	19429	INSURER F :	
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INSURER E : The Insurance Company of the State of Pennsylvania	19429														
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 943369870**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
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BFPD XCU ☒ Ded /SIR \$0 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	6056712992	11/22/2024	11/22/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Project / Loc Agg \$ 15M
D	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	6056712989	11/22/2024	11/22/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp / Coll Ded \$ 1,000
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	6079627982	11/22/2024	11/22/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Deductible / SIR \$ 10,000
E E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC19397907 WC19397906	11/22/2024 11/22/2024	11/22/2025 11/22/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability Includes Pollution Liability Claims Made form	Y	Y	DPR5036452	11/22/2024	11/22/2025	Per Claim \$1,000,000 Annual Aggregate \$1,000,000

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

The following policies are included in the underlying schedule of insurance for umbrella/excess liability: General Liability/Auto Liability/Employers Liability.
RE: Mobile Riverfront Redevelopment - Cooper Riverside Park, South Coffer Cell & Great Lawn Upgrades, Mobile, AL 36602, PR-029-22 --

City of Mobile is named as Additional Insured on General Liability and Auto Liability, per policy forms, with respect to the operations of the Named Insured as required by written contract. General Liability is Primary/Non-Contributory and severability of interests per policy form wording. Insurance coverage includes waiver of subrogation per attached. CANCELLATION: 30 day notice per policy forms attached

CERTIFICATE HOLDER**CANCELLATION 30 Day Notice of Cancellation**

City of Mobile
P.O. Box 1827
Mobile AL 36633-1827

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

Page 268 of 1382

**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A.** In the performance of your ongoing operations subject to such **written contract**; or
 - B.** In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1.** The **written contract** requires you to provide the additional insured such coverage; and
 - 2.** This **Coverage Part** provides such coverage; and
 - C.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - 1.** Coverage broader than what you are required to provide by the **written contract**; or
 - 2.** A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

- II.** If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations subject to such **written contract**; or
- B.** In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1.** The **written contract** requires you to provide the additional insured such coverage; and
 - 2.** This **Coverage Part** provides such coverage.

- III.** But if the **written contract** requires:

- A.** Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B.** Additional insured coverage with "arising out of" language;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.



**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or
2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

- 1.** The **bodily injury** or **property damage**; or
- 2.** The offense that caused the **personal and advertising injury**;
for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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**Architects, Engineers and Surveyors General Liability
Extension Endorsement****1. ADDITIONAL INSURED**

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **I.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **I.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Engineers, Architects or Surveyors Engaged By You

An architect, engineer or surveyor engaged by the **Named Insured**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

a. in connection with the **Named Insured's** premises; or

b. in the performance of the **Named Insured's** ongoing operations.

But the coverage hereby granted to such additional insureds does not apply to **bodily injury**, **property damage** or **personal and advertising injury** arising out of the rendering of or failure to render any professional services by, on behalf of, or for the **Named Insured**, including but not limited to:

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1. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. supervisory, inspection, architectural or engineering activities.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or



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2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury** or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage** or **personal and advertising injury** caused by:

- a. the **Named Insured's** acts or omissions; or
- b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. ADDITIONAL INSURED – EXTENDED COVERAGE

When an additional insured is added by this or any other endorsement attached to this **Coverage Part, WHO IS AN INSURED** is amended to make the following natural persons **Insureds**.

If the additional insured is:

- a. An individual, then his or her **spouse** is an **Insured**;
- b. A partnership or joint venture, then its partners, members and their **spouses** are **Insureds**;
- c. A limited liability company, then its members and managers are **Insureds**; or
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are **Insureds**;

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but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations.

Please see the **ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES** provision of this endorsement for additional coverage and restrictions applicable to **spouses** of natural person **Insureds**.

4. BOATS

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to add the following additional exception to the exclusion entitled **Aircraft, Auto or Watercraft**:

This exclusion does not apply to:

Any watercraft owned by the **Named Insured** that is less than 30 feet long while being used in the course of the **Named Insured's** inspection or surveying work.

5. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

6. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

7. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3**, in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4**, below, any organization in which a **Named Insured** has management control:

- a.** on the effective date of this **Coverage Part**; or
- b.** by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have



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provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
 - B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
- a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
 - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

8. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

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 damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** you with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- 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 the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** 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:

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- (1) 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;
- (2) 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 (1) above and supervisory, inspection, architectural or engineering activities.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** of any natural person **Insured** or living trust shall also be insured under this policy; provided, however, coverage is afforded to such estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided, however, that the **spouse** of a natural person **Named Insured**, and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

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.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION

A. A separate Location General Aggregate Limit, equal to the amount of the General Aggregate Limit, is the most the Insurer will pay for the sum of:

- 1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
- 2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that location. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Location General Aggregate Limit of any other location.

B. All:

- 1. **Damages** under **Coverage B**, regardless of the number of locations involved;



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2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single location, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single location,

will reduce the General Aggregate Limit shown in the Declarations.

- C. For the purpose of this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision, "location" means:

1. a premises the **Named Insured** owns or rents; or
2. a premises not owned or rented by any **Named Insured** at which the **Named Insured** is performing operations pursuant to a contract or written agreement. If operations at such a location have been discontinued and then restarted, or if the authorized parties deviate from plans, blueprints, designs, specifications or timetables, the location will still be deemed to be the same location.

For the purpose of determining the applicable aggregate limit of insurance, 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 shall be considered a single location.

- D. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Location General Aggregate Limit or the General Aggregate Limit, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular location.
- E. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**, regardless of the number of locations involved, will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

- A. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:
- b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:
 - (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
 - (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

**Architects, Engineers and Surveyors General Liability
Extension Endorsement****B. Under COVERAGES, Coverage A – Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to:****i. add the following to the Employers Liability exclusion:**

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled Contractual Liability and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. to add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:**i. add the following definitions:**

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. professional health care services on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;



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- b.** Nurse;
- c.** Nurse practitioner;
- d.** Emergency medical technician;
- e.** Paramedic;
- f.** Dentist;
- g.** Physical therapist;
- h.** Psychologist;
- i.** Speech therapist;
- j.** Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

- ii.** delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

- iii.** amend the definition of **Insured** to:

- a.** add the following:

the **Named Insured's employees** are **Insureds** with respect to:

- (1) bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and
- (2) bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

- (1) bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and
- (2) bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- b.** delete Subparagraphs **(a), (b), (c) and (d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED**.

- D.** The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

**Architects, Engineers and Surveyors General Liability
Extension Endorsement****b. Excess Insurance**

- (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES**A. Past Joint Ventures, Partnerships, Limited Liability Companies**

The following is added to **WHO IS AN INSURED**:

If the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury, property damage** or **personal and advertising injury** that would otherwise be covered under the **Architects, Engineers And Surveyors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

B. Participation In Current Professional Joint Ventures

The following is added to **WHO IS AN INSURED**:

The **Named Insured** is also an **Insured** for participation in a current joint venture that is not named on the Declarations, but only if such joint venture meets all of the following criteria:

- a. Each and every one of the **Named Insured's** co-venturers are architectural, engineering or surveying firms only; and
- b. There is no other valid and collectible insurance purchased specifically to insure the joint venture.

However, the **Named Insured** is an **Insured** only for the conduct of such **Named Insured's** business within such a joint venture. The **Named Insured** is not insured for liability arising out of the acts or omissions of other co-venturers, nor of their partners, members or employees.

C. WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

Except as provided under this **Architects, Engineers And Surveyors General Liability Extension Endorsement** or by the attachment of another endorsement (if any), 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.



**Architects, Engineers and Surveyors General Liability
Extension Endorsement****15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL**

- A.** Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **j. Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

j. Damage to Property

Property damage to:

- (1)** Property the **Named Insured** owns, rents, or occupies, 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 the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3)** Property loaned to the **Named Insured**;
- (4)** Personal property in the care, custody or control of the **Insured**;
- (5)** That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** 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) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph **(2)** of this exclusion does not apply if the premises are **your work**.

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**.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to **property damage** to:

- i.** tools, or equipment the **Named Insured** borrows from others, nor
- ii.** other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs **(3)** and **(4)** does not apply to:

- a.** property at a job site awaiting or during such property's installation, fabrication, or erection;
- b.** property that is **mobile equipment** leased by an **Insured**;

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- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

- B.** Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

- C.** The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

- D.** Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a. \$500,000; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

- E.** Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.



**Architects, Engineers and Surveyors General Liability
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A. LIMITS OF INSURANCE is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or

(2) the amount shown in the Declarations for Medical Expense Limit.

B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph **(2)** of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

- (a) less than 75 feet long; and
- (b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

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This insurance does not apply to:

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**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision 1. **ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorney's fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred



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by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

- C. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3), (4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.
- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

WHO IS INSURED is amended to include as **Insureds** natural persons who are retired partners, members, directors or employees, but only for **bodily injury, property damage** or **personal and advertising injury** that results from services performed for the **Named Insured** under the **Named Insured's** direct supervision. All limitations that apply to **employees** and **volunteer workers** also apply to anyone qualifying as an **Insured** under this Provision.

24. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

26. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

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1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage** or **personal and advertising injury** giving rise to the **claim**.

27. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor
2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition **4. Other Insurance** is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

- (c)** Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. DEFINITIONS is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph **1.** (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.





CNA PARAMOUNT

**Architects, Engineers and Surveyors General Liability
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This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.



NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT--CALIFORNIA

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 11/22/2024 forms a part of Policy No. WC 19397907

Issued to MOFFAT & NICHOL

By THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

Premium

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).

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION WITH WHOM YOU
HAVE ENTERED INTO A CONTRACT, A CONDITION OF
WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM
US. THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS
OR DAMAGES PAID OR CLAIMED



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 11/22/2024

forms a part of Policy No. **WC 19397906**

Issued to **MOFFATT & NICHOL**

By **THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA**

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 any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A CONTRACT, A CONDITION OF WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM US. THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED:

1. PURSUANT TO THE WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY LAWS OF KENTUCKY, NEW HAMPSHIRE, OR NEW JERSEY; OR,
2. BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT.

This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A. 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____



Authorized Representative

EXTENDED COVERAGE ENDORSEMENT - BA PLUS**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM**I. LIABILITY COVERAGE****A. Who Is An Insured**

The following is added to **SECTION II, Paragraph A.1., Who Is An Insured**:

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; **provided that**,
 - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability **policy** providing **auto** coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) **Bodily injury or property damage** caused by an **accident** that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an **insured** under any other liability **policy** providing **auto** coverage.
3. Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.
4. 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.

Policy, as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

SECTION II, Paragraphs A.2.a.(2) and A.2.a.(4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is increased from \$2,000 to \$5,000, and
2. In **a.(4)**, the limit for the loss of earnings is increased from \$250 to \$500 a day.

C. Fellow Employee

SECTION II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Towing

SECTION III, Paragraph A.2., is revised to include Light Trucks up to 10,000 pounds G.V.W.

B. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **SECTION III, Paragraph A.3.**:

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

C. Transportation Expenses

SECTION III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

D. Loss of Use Expenses

SECTION III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

E. Personal Property

The following is added to **SECTION III, Paragraph A.4.**

- c. We will pay up to \$500 for loss to **Personal Property** which is:

- (1) Owned by an **insured**; and
- (2) In or on the covered **auto**.

This coverage applies only in the event of a total theft of your covered **auto**.

This insurance is excess over any other collectible insurance and no deductible applies.

F. Rental Reimbursement

The following is added to **SECTION III, Paragraph A.4.**:

- d. We will pay for rental reimbursement expenses incurred by you for the rental of an **auto** because of **loss** to a covered **auto**. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered **auto**. No deductibles apply to this coverage.
 - 1. 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 or replace the covered **auto**; or,
 - (b) 15 days.
 - 2. Our payment is limited to the lesser of the following amounts:
 - (a) Necessary and actual expenses incurred; or,
 - (b) \$25 per day subject to a maximum of \$375.

3. This coverage does not apply while there are spare or reserve **autos** available to you for your operations.
4. If **loss** results from the total theft of a covered **auto** of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

G. Hired "Autos"

The following is added to **SECTION III. Paragraph A.:**

5. Hired Autos

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered **auto** you lease, hire, rent or borrow without a driver; and
- b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or \$75,000 whichever is less minus a \$500 deductible for each covered auto. No deductible applies to **loss** caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision will be limited to the types of physical damage coverage(s) provided on your owned **autos**.
- e. Such physical damage coverage for hired **autos** will:
 - (1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision **G.e.(1)** will be subject to a limit of \$750 per **accident**.

H. Airbag Coverage

The following is added to **SECTION III, Paragraph B.3.**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

I. Electronic Equipment

SECTION III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

J. Diminution In Value

The following is added to **SECTION III, Paragraph B.6.**

Subject to the following, the **diminution in value** exclusion does not apply to:

- a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and

- b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the **auto's** actual cash value (ACV)

III. Drive Other Car Coverage – Executive Officers

The following is added to **SECTIONS II and III**:

- 1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your executive officers, except:
 - a. An **auto** owned by that **executive officer** or a member of that person's household; or
 - b. An **auto** used by that **executive officer** while working in a business of selling, servicing, repairing or parking **autos**.

Such Liability and/or Physical Damage Coverage as is afforded by this provision will be:

- (1) Equal to the greatest of those coverages afforded any covered **auto**; and
 - (2) Excess over any other collectible insurance.
- 2. For purposes of this provision, **executive officer** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such **executive officers** are **insureds** while using a covered **auto** described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **SECTION IV, Paragraph A.2.a.**

- (4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **SECTION IV, Paragraph A.2.b.**

- (6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Concealment, Misrepresentation or Fraud

The following is added to **SECTION IV, Paragraph B.2.**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

C. Policy Period, Coverage Territory

SECTION IV, Paragraphs 7.(5).(a). is revised to provide:

Form No: SCA 23 500 D (10-2011)

Policy No: 6056712989

Policy Effective Date: 11/22/2024

Endorsement No: Page: 4 of 5

Underwriting Company: American Casualty Company Of Reading, PA, 151 N Franklin St, Chicago, IL 60606



- a. 45 days of coverage in lieu of 30 days

V. DEFINITIONS

SECTION V. Paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these



**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MOFFATT & NICHOL

Endorsement Effective Date: 11/22/2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.

Form No: CA 04 44 10 13

Endorsement No: Page: 1 of 1

Underwriting Company: American Casualty Company Of Reading, PA, 151 N Franklin St, Chicago, IL 60606

Policy No: 6056712989

Policy Effective Date: 11/22/2024



ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Person Or Organization

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

This endorsement, effective 12:01 a.m., 11/22/2024 forms a part of

Policy No. DPR5036452

Issued to Moffatt & Nichol

by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF POLICY CANCELLATION – BLANKET NOTICE TO DESIGNATED ENTITIES

This endorsement modifies insurance provided under the following:

PROFESSIONAL, ENVIRONMENTAL AND NETWORK SECURITY LIABILITY POLICY – ARCHITECTS, CONSULTANTS AND ENGINEERS

Section XI. OTHER CONDITIONS, Paragraph **A. Cancellation** is amended by the addition of the following:

In the event that the Company cancels or non-renews this Policy during the POLICY PERIOD, the Company agrees to provide thirty 30 days' prior written notice of cancellation or non-renewal of this Policy to any entity with whom the NAMED INSURED agreed in a written contract or agreement would be provided with notice of cancellation or non-renewal of this Policy, provided that:

1. The Company receives, at least thirty (30) days prior to the date of cancellation or non-renewal, a written request from the NAMED INSURED to provide notice of cancellation to entities designated by the NAMED INSURED to receive such notice; and
2. The written request includes the name, address and email of each person or entity designated by the NAMED INSURED to receive such notice. The Company will assume that the list provided to the company by the NAMED INSURED is a complete and accurate list.

This endorsement does not apply to non-renewal of the Policy at the end of the POLICY PERIOD or cancellation of the Policy for non-payment of premium to a premium finance company authorized to cancel the Policy. Furthermore, nothing contained in this endorsement shall be construed to provide any rights under the Policy to the entities receiving notice of cancellation pursuant to this endorsement, nor shall this endorsement amend or alter the effective date of cancellation stated in the cancellation notice issued to the NAMED INSURED.

All other terms and conditions of the Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 11/22/2024 forms a part of Policy No. WC 19397907

Issued to MOFFAT & NICHOL

By THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

**LIMITED ADVICE OF CANCELLATION TO SCHEDULED ENTITIES
(WORKERS' COMPENSATION ONLY)**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder(s) when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided the **Insurer**, either directly or through its broker of record, either:
 - (a) the name of the entity shown on the certificate, a contact name at such entity and the U.S. Postal Service mailing address of each such entity; or
 - (b) the email address of a contact at each such entity; and
3. prior to the effective date of cancellation, the **Named Insured** confirms to the **Insurer**, either directly or through its broker of record, that the persons or organizations set forth in the Schedule below, as well as their respective addresses listed, should continue to be a part of the Schedule and, if not, the names of the persons or organizations that should be deleted,

the **Insurer** will provide advice of cancellation (the "Advice") to each such Certificate Holder(s) confirmed by the **Named Insured** in writing to be correctly a part of the Schedule within days after the **Named Insured** confirms the accuracy of the Schedule below with the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** confirms the accuracy of the Schedule below with the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided and subsequently confirmed by the **Named Insured** in writing, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the first named employer in Item 1 of the Information Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 11/22/2024 forms a part of Policy No. WC 19397906

Issued to MOFFATT & NICHOL

By THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

**LIMITED ADVICE OF CANCELLATION TO SCHEDULED ENTITIES
(WORKERS' COMPENSATION ONLY)**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder(s) when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided the **Insurer**, either directly or through its broker of record, either:
 - (a) the name of the entity shown on the certificate, a contact name at such entity and the U.S. Postal Service mailing address of each such entity; or
 - (b) the email address of a contact at each such entity; and
3. prior to the effective date of cancellation, the **Named Insured** confirms to the **Insurer**, either directly or through its broker of record, that the persons or organizations set forth in the Schedule below, as well as their respective addresses listed, should continue to be a part of the Schedule and, if not, the names of the persons or organizations that should be deleted,

the **Insurer** will provide advice of cancellation (the "Advice") to each such Certificate Holder(s) confirmed by the **Named Insured** in writing to be correctly a part of the Schedule within 30 days after the **Named Insured** confirms the accuracy of the Schedule below with the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** confirms the accuracy of the Schedule below with the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided and subsequently confirmed by the **Named Insured** in writing, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the first named employer in Item 1 of the Information Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

EXHIBIT F:
SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT AND
DBE UTILIZATION REPORT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Eldon C. Blancher II (affiant) who,
being duly sworn says as follows:

President/CEO of Vice President of Moffatt Nichol

As a condition for the award of a contract by the City of Mobile to a business entity or employer
that employs one or more employees, I hereby attest that in my capacity as
Vice President for Moffatt & Nichol that said employer shall not knowingly employ, hire for
employment, or continue to employ an unauthorized alien.

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

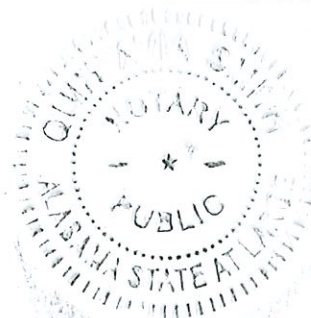
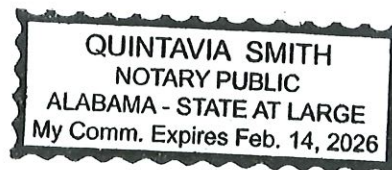
I further attest that said Moffatt & Nichol is enrolled in the E-Verify program. The Company ID
Number in the E-Verify program is as follows: See Attached.

Vice President
CEO of Eldon C. Blancher II

Sworn to and subscribed before me this the 27 day of May, 2025.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Quintavia Smith
Signature and Seal of Notary Public



Company ID Number:1215852

Client Company ID Number:1600079

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Moffatt & Nichol	
Name (Please Type or Print) Felicia Corbett	Title
Signature Electronically Signed	Date October 26, 2020
E-Verify Employer Agent ADP, Inc.	
Name (Please Type or Print) eVerify Team WFN	Title
Signature Electronically Signed	Date October 26, 2020
Department of Homeland Security - Verification Division	
Name USCIS Verification Division	Title
Signature Electronically Signed	Date October 26, 2020

Company ID Number:1215852

Client Company ID Number:1600079

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Moffatt & Nichol
Company Facility Address	4225 East Conant Street Long Beach, CA 90808
Company Alternate Address	4225 East Conant Street Long Beach, CA 90808
County or Parish	Los Angeles
Employer Identification Number	95-1951343
North American Industry Classification Systems Code	Professional, Scientific, And Technical Services (541)
Parent Company	
Number of Employees	500 to 999
Number of Sites Verified for	29

Company ID Number:1215852

Client Company ID Number:1600079

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

California	5
Hawaii	1
Washington	2
Georgia	2
Florida	6
Virginia	2
North Carolina	2
Alaska	1
Texas	2
Louisiana	2
Alabama	1
Maryland	1
Massachusetts	1
New York	1



City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# PR-029-22 Current Date 5 / 21 / 25

Project Description Cooper Riverside Park, South Coffey Cell & Great Lawn Upgrades

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.

Moffatt & Nichol, Inc. (M&N) requests a waiver of the disadvantaged business enterprise (DBE) Goal

as it relates to the responsibilities of the Construction Administration and Inspection Services for this project

that are covered in this contract. The scope of work under this contract is primarily limited to the

construction administration and inspection activities that will be performed by an inspector

with oversight by the firm's engineering and management staff.

There are no tasks associated with this project that could easily be separated from those

performed by M&N personnel for the utilization of a DBE firm.

Jennifer Greene

Requested By (Department Director)

Jennifer Greene
(Signature)

Director of PPM
(Title)

5/21/25
(Date)

251-208-7199

Telephone Number

jennifer.greene@cityofmobile.org

Email Address

Reviewed By (Office of Supplier Diversity)

Archnique Kidd

(Signature)

Small Business Development Manager

(Title)

5/23/2025

(Date)

Approved By (CAO)

OFFICE OF SUPPLIER DIVERSITY CITY OF MOBILE

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org

or
P.O. Box 1948
Mobile, AL 36633

DBE Compliance DBE UTILIZATION REPORT

CONTRACTOR:		Certified DBE:		YES	NO	Contract Start Date:	
DESCRIPTION:				Estimated Completion Date:			
This report is for the month of:		JAN FEB MARCH	APR MAY JUNE	JULY AUG SEPT	OCT NOV DEC	FINAL _____	
Original Contract Amount		Total Amount of Contract Changes (change orders or amendments)		Final Contract Amount (include contract changes)		Payments to Date from City of Mobile	
\$		\$		\$		OFFICE USE ONLY (Verification)	
Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.							
DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE		OFFICE USE ONLY (Verification)	
		\$	\$	\$			
		\$	\$	\$			
		\$	\$	\$			
		\$	\$	\$			
TOTALS		\$	\$	\$			

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____ (Title) _____ (Date)



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

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

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

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

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

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

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



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	
Address	
Telephone	
E-Mail	

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

Subcontractor/Major Supplier Plan submitted by:

Printed Name:

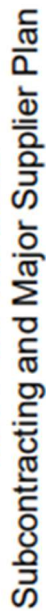
Signature: Date:

Title:

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

Name: Title:

Email: Phone:



FORM 1: Background and Plan (Cont'd)
Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company _____ Your Bid/Proposal Amount \$ _____ Date: _____

_____/_____/____ Description _____

Name of Bidder/Proposer: _____

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

[illegible]



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: _____
Contact Person: _____ Phone _____ Email _____

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 DBELIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

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

CONTRACT RECORDS:

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

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

Section 2(B)

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

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

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract. Please indicate additional efforts you have taken to recruit and engage DBEs. _____

EXHIBIT G:

PROCUREMENT OF RECOVERED MATERIALS

§ 200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

EXHIBIT H:

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) 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.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-

Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323 Procurement of recovered materials.

(K) See § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(L) See § 200.322 Domestic preferences for procurements.

EXHIBIT I:

AWARD TASKS, TERMS AND CONDITIONS

The following list is not all inclusive of all the tasks, terms and conditions required. Please see the GRANT AGREEMENTS in Exhibits J and K for tasks, terms and conditions.

1. **PROJECT PERFORMANCE PERIOD:** The Project Performance Period for the GRANT AGREEMENTS began on May 4, 2022, and will end November 15, 2026.
2. **REPORTS:** The Recipient agrees to submit semi-annual financial and performance reports no later than April 30 and October 30 of each year following the execution of the GRANT AGREEMENTS. The semi-annual reports shall provide supporting documentation detailing Allowable Cost expenditures and Project activities during the reporting period. The Recipient further agrees to submit a Completion Report no later than ninety (90) days after the end of the Project Performance Period. The Completion Report must include a summary financial report detailing Project Services and that all expenditures by Recipient of funds received pursuant to the GRANT AGREEMENTS constituted Allowable Costs. The Completion Report shall include supporting documentation establishing the Allowable Costs as to all expenditures, documents necessary to evidence successful Project completion, and any other documents to be maintained by ADCNR for purposes of recordkeeping and audit compliance. Additionally, if requested by ADCNR, data and reports generated or compiled within the scope of the GRANT AGREEMENTS shall be provided in digital format as may be specified by ADCNR. The recipient agrees that failure to submit such reports in a timely manner may result in the termination of the GRANT AGREEMENTS. All reports and correspondence submitted to ADCNR in connection with the Agreement shall be identified by the Grant Number identified above and shall be sent to the following:

Alabama Department of Conservation and Natural Resources
Attention: GOMESA Coordinator
31115 Five Rivers Blvd.
Spanish Fort, AL 36527

3. **PRE-CONSTRUCTION REQUIREMENTS:**

Federal funds for construction costs shall not be released by the Council until the following information and documentation is received and accepted in writing by the Grants Office:

- A. **Engineering and design plans.** The Recipient must provide the Council Grants Office with all design and engineering plans and specifications for all construction activities funded under this award. All design and engineering plans and specifications must be stamped/signed by a professional engineer currently licensed in accordance with State requirements.

The Council's review is to ensure compliance with the terms and conditions of the award and does not attest to the accuracy or completeness of design, dimensions, details, proper selection of materials, or compliance with required code(s) or ordinances. As for, and between, the Council and the Recipient, these responsibilities rest solely with the Recipient. For clarity, nothing in the foregoing is intended to limit or otherwise affect any of the Recipient's rights or remedies in

connection with any third party, including any of the Recipient's subrecipients or contractors.

- B. Permitting requirements. The Recipient must furnish evidence, satisfactory to the Council, that the Recipient or Subrecipient has received all Federal, state, and local permits necessary for construction, completion and operation of the Project.
 - C. Updated construction schedules and cost estimates. The Recipient must furnish updated construction schedules and cost estimates based upon the completed engineering and design plans and/or other information that has become available since the last update.
 - D. Written approval to commence construction. The Recipient must make a written request to the Council Grants Office and receive written approval from the Grants Office before authorizing the commencement of construction. If construction commences prior to the Council Grants Office approval, the Recipient and/or Subrecipient proceeds at their own risk.
- 4. ASSIGNMENT / AMENDMENT: The Recipient shall not assign or otherwise transfer any interest in the GRANT AGREEMENTS without the prior written consent of ADCNR. ADCNR may from time to time, request amendments to various provisions of the GRANT AGREEMENTS. Such amendments, which are mutually agreed upon between ADCNR and Recipient, must be in writing and approved by all signatory/authorities prior to becoming effective.
 - 5. CLOSEOUT PROCESS: The closeout process is the final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports, adhering to the schedule developed by ADCNR. The Recipient shall promptly finalize the closeout process upon the conclusion of the Project Performance Period. Any remaining payments or amounts otherwise due to the Recipient may be withheld until all closeout documents and deliverables have been received by ADCNR.

EXHIBIT J:

ADCNR SUB-WARD GOMESA GRANT AGREEMENT #G-CMRPE/21/CM,
CITY RESOLUTION 31-272

STATE OF ALABAMA)
MOBILE COUNTY)

Grant: G-CMRPE/21/CM
Amendment No. 1

GOMESA GRANT AGREEMENT
AMENDMENT No. 1

This GOMESA Grant Agreement Amendment No. 1 (hereinafter "Amendment") is made by and entered into between the State of Alabama Department of Conservation and Natural Resources (hereinafter "ADCNR") and the City of Mobile (hereinafter "Grantee") (ADCNR and Grantee collectively hereafter as "Parties").

WHEREAS, ADCNR and Grantee entered into an Agreement effective May 4, 2022, the "Original Agreement" (attached hereto as "Exhibit No. 1"); and

WHEREAS, by this Amendment No. 1, ADCNR and Grantee now desire to extend the project period and amend certain terms and conditions of the Original Agreement;

Pursuant to this Amendment, ADCNR and Grantee agree as follows:

1. Paragraph 3 of the Original Agreement shall be deleted and replaced with the following:

PROJECT PERFORMANCE PERIOD: The Project Performance Period shall begin as of May 4, 2022 ("Project Commencement Date"), and end May 4, 2026.

2. Paragraph 29 of the Original Agreement shall be deleted and replaced with the following:

BOYCOTT: In compliance with Act 2016-312, Coalition hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.

In compliance with Ala. Act No. 2023-409, by signing this Agreement, Coalition provides written verification that Coalition, without violating controlling law or regulation, does not and will not, during the term of the Agreement engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

3. Exhibit A shall be deleted and replaced with the Amended and Restated Exhibit A, attached hereto as Exhibit No. 2.
4. All other terms and conditions of the Original Agreement remain in full force and effect.

[Signatures on the next page]

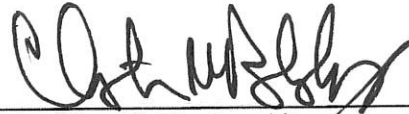
IN WITNESS WHEREOF, ADCNR and the Grantee have executed this Amendment No. 1 as of the date of the ADCNR Commissioner's signature below:

RECOMMENDED:



Patricia Powell McCurdy
Director
State Lands Division

STATE OF ALABAMA
Department of Conservation
and Natural Resources



Christopher M. Blankenship
Commissioner

Date: 11-6-24

City of Mobile



William S. "Sandy" Stimpson, Mayor
City of Mobile

William S. Stimpson
2024.10.28 14:15:50
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APPROVED LEGAL

Exhibit No. 1

GOMESA GRANT AGREEMENT

STATE OF ALABAMA)

ADCNR GRANT#: G-CMRPE/21/CM

MOBILE COUNTY)

GOMESA GRANT AGREEMENT

THIS GOMESA GRANT AGREEMENT, ("Agreement") is made and entered by and between the State of Alabama Department of Conservation and Natural Resources hereinafter, referred to as "ADCNR", and the City of Mobile, hereinafter referred to as "Grantee" (ADCNR and Grantee collectively hereinafter "Parties").

In consideration of the mutual covenants herein contained, Grantee hereby agrees to perform, in proper sequence and in the time specified, all tasks necessary for successful completion of the project as hereinafter set forth.

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of the Agreement is to provide funding under the Gulf of Mexico Energy Security Act of 2006 (GOMESA) to Grantee in accordance with the authorized uses and purposes set forth in GOMESA to provide the planning, engineering, design administration, and construction improvements at Riverfront Park in Mobile, AL as described in the Disbursement Justification attached as Exhibit A ("Project").
2. **PROJECT SERVICES:** Grantee warrants and represents that it will use the GOMESA funds provided under this Agreement in accordance with approved GOMESA and consistent with all applicable state and federal laws. Furthermore, Grantee shall provide, in accordance with all applicable laws, executive orders, codes, regulations, etc., all the necessary labor, materials, services, and facilities to successfully complete the Project and fulfill all requirements of this Agreement including, but not limited to, requirements as set forth in Paragraphs 9 and 18.
3. **PROJECT PERFORMANCE PERIOD:** The Project Performance Period shall begin as of March 15, 2022, or the date of the Commissioner's signature, whichever occurs later ("Project Commencement Date"), and end March 14, 2025.
4. **AGREEMENT TERM:** The Agreement Term for the fulfillment of all Project Services shall begin on the Project Commencement Date and end ninety (90) days after the end of the Project Performance Period, unless extended in writing by ADCNR by amendment as provided herein.

G-CMRPE/21/CM
Page 1 of 14

5. **NOTICE TO PROCEED:** Grantee shall proceed with performing Project Services upon receipt of a fully executed Agreement which has been approved by the appropriate State of Alabama officials.
6. **FUNDING AMOUNT/PAYMENT:** ADCNR agrees to provide advance disbursement of GOMESA funds to Grantee for payment of Allowable Costs pursuant to two (2) payments in an amount not to exceed EIGHT MILLION AND 00/100 (\$8,000,000.00) to allow satisfactory completion of all Project Services following full execution of this Agreement and submission by Grantee of an invoice for payment which shall include a reference to the Grant Number identified above. In the event these funds are not fully expended before the end of the Project Performance Period, the Grantee shall return the remaining funds to the ADCNR prior to the end of the Agreement Term in such manner as specified by ADCNR.
7. **CONTINGENCY/ FUNDING AVAILABILITY:** Grantee acknowledges and agrees that the commencement and continuation of funding pursuant to this Agreement shall be specifically contingent upon the receipt and availability of GOMESA funding for this Project.
8. **ALLOWABLE COSTS:** Allowable Costs allowed under this Agreement shall be determined in accordance with Exhibit A, subject to all requirements of GOMESA; local, state, and federal laws; and other applicable requirements including the following:
 - a. Grantee agrees that any expenditure related to any type of lower tier contract or subaward support prior to execution of a written agreement for such purpose shall not qualify as an Allowable Cost.
 - b. Grantee shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Project Services. Grantee further agrees that no costs funded by such other sources constitute Allowable Costs.
 - c. Grantee acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement shall constitute Allowable Costs.
 - d. Grantee agrees that all disbursed funds shall be expended solely for Allowable Cost and that the amount of any expenditure determined by ADCNR not to constitute an Allowable Cost shall be immediately returned to ADCNR in such manner as specified by ADCNR.
9. **REPORTS:** Grantee agrees to submit semi-annual financial and performance reports no later than April 30 and October 30 of each year following execution of this Agreement.

The semi-annual reports shall provide supporting documentation detailing Allowable Cost expenditures and Project activities during the reporting period. The Grantee further agrees to submit a Completion Report no later than ninety (90) days after the end of the Project Performance Period. The Completion Report must include a summary financial report detailing Project expenditures and a certification confirming both that Grantee has completed all Project Services and that all expenditures by Grantee of funds received pursuant to this Agreement constituted Allowable Costs. The Completion Report shall include supporting documentation establishing the Allowable Costs as to all expenditures, documents necessary to evidence successful Project completion, and any other documents to be maintained by ADCNR for purposes of recordkeeping and audit compliance. Additionally, if requested by ADCNR, data and reports generated or compiled within the scope of this Agreement shall be provided in digital format as may be specified by ADCNR. Grantee agrees failure to submit such reports in a timely manner may result in the termination of this Agreement. All reports and correspondence submitted to ADCNR in connection with this Agreement shall be identified by the Grant Number identified above and shall be sent to the following:

Alabama Department of Conservation and Natural Resources
 Attention: GOMESA Coordinator
 31115 Five Rivers Blvd.
 Spanish Fort, AL 36527

10. INDEMNIFICATION AND HOLD HARMLESS:

- a. Subject to the limitations stated hereinbelow, Grantee agrees to protect, defend, indemnify, save and hold harmless the State of Alabama and ADCNR, and any and all of their officers, agents, and employees, from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may occur or in any way grow out of, any act or omission of ADCNR, its officers, agents, and employees, the Grantee, and the Grantee's agents, servants, employees, and subcontractors. Grantee's obligation and duty to protect, defend, indemnify, save and hold harmless ADCNR and its agents and employees shall include and extend to any and all costs, expenses, attorney fees, judgments, awards, and settlements incurred by the parties or their agents or employees as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein. Grantee agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless, false or fraudulent. Nothing contained in this agreement shall be deemed to constitute, either as to the State of Alabama or as to third parties, a waiver of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama

(1975), as the same may be amended from time to time, and in any other statutes and case law otherwise available to the City.

- b. Grantee further agrees it releases from liability and waives its right to sue the State of Alabama and ADCNR, and their officers, agents, and employees, regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.
- c. The provisions of this Paragraph 10 shall survive the Agreement Term and remain a continuing obligation of Grantee.

- 11. **CLAIMS FOR LIENS:** Grantee shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services or material furnished to Grantee in connection with the performance of its obligations under this Agreement.
- 12. **ASSIGNMENT / AMENDMENT:** Grantee shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR. ADCNR may from time to time, request amendments to various provisions of this Agreement. Such amendments, which are mutually agreed upon between ADCNR and Grantee, must be in writing and approved by all signatory/authorities prior to becoming effective.
- 13. **CLOSEOUT PROCESS:** The closeout process is the final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports, adhering to the schedule developed by ADCNR. Grantee shall promptly finalize the closeout process upon the conclusion of the Project Performance Period. Any remaining payments or amounts otherwise due to Grantee may be withheld until all closeout documents and deliverables have been received by ADCNR.
- 14. **TITLE VI AND EQUAL EMPLOYMENT OPPORTUNITY:** The Grantee will comply with Title VI of the Civil Rights Act of 1964 (88-352) and all requirements issued pursuant to that title. In accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement.
- 15. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the successors and assigns of the respective Parties hereto.

- 16. COMPLIANCE WITH LAWS:** The Grantee shall comply with all applicable laws, ordinances, regulations, and codes of the federal, state, and local governments in the performance of this Agreement. Grantee shall procure all applicable federal, state, and local permits and shall pay all said fees. Grantee further agrees and acknowledges that the ADCNR is relying upon the Grantee to maintain compliance with all provisions of GOMESA in connection with Project Services and related activities and expenditures.
- 17. TAX / ASSESSMENT RESPONSIBILITY:** Grantee hereby agrees that the responsibility for payment of any taxes or assessments associated with the Project shall be the Grantee's obligation and shall be identified under the appropriate Tax Identification Number.
- 18. ACCESS TO RECORDS:** The State of Alabama, through ADCNR auditors and/or Alabama Examiners of Public Accounts, and the Federal Government, through any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, records of the Grantee, and any lower tier recipients which are reasonably related to this Agreement. Grantee agrees to assist with any such audit as requested by ADCNR and further agrees to the following:
- a. Grantee shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for six (6) years after date of final payment under this Agreement or as otherwise required pursuant the Department of Conservation and Natural Resources Records Disposition Authority (requirements current as of date of this Agreement available at: https://archives.alabama.gov/officials/rdas/conservation_rda.pdf), whichever period expires later, for inspection by any of the above entities, and copies thereof shall be furnished, if requested.
 - b. Pursuant to Act 94-414, Grantee must forward a copy of every audit report issued in connection with funding provided under this Agreement where public funds are received and/or disbursed to: Department of Examiners of Public Accounts, P. O. Box 302251, Montgomery, Alabama 36130-2251, ATTN: Audit Report Repository; or to Central.Records@Examiners.Alabama.gov. Grantee shall also simultaneously therewith forward a copy of same to ADCNR.
 - c. The provisions of this Paragraph 18 shall survive the Agreement Term and remain a continuing obligation of Grantee.
- 19. INSURANCE:** Grantee is self-insured for general liability purposes. Grantee shall, at all times during the term of this lease, maintain sufficient cash reserves dedicated to the payment of claims, and maintain the present financial ability to pay claims, in the amount

of \$100,000.00 for injury to or death of one person; \$300,000.00 for injury or death to more than one person growing out of one accident; and \$100,000.00 for property damage loss.

20. TERMINATION: In addition to terms of Paragraphs 7 and 24, this Agreement may be terminated as follows:

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

21. PRESS / EVENTS: Grantee shall notify the ADCNR of the location, date, and time of any press conferences, press releases, etc. related to this Project at least five (5) working days prior to the scheduled event or release.

22. CONFLICT OF INTEREST CERTIFICATION: The Grantee by his/her/its signature, certifies to the best of his/her/its knowledge and belief, no conflicts of interest existed or now exist which have, may have or have had any effect on this Agreement or any expenditure of funds associated with this Agreement. In addition, in the event Grantee cannot maintain this certification at any point during the Agreement Term, Grantee shall immediately notify ADCNR in writing at the address set forth in Paragraph 30 and suspend performance of services under this Agreement as well as any expenditure of funds under this Agreement until the potential conflict of interest is resolved to ADCNR's satisfaction.

23. **NONDISCRIMINATION:** Grantee agrees to comply with all federal and state laws which prohibit discrimination, including on the basis of race, color, religion, age, sex, pregnancy, national origin, genetic information, veteran status or disability.
24. **PRORATION:** In the event of the proration of the fund from which payment under this Agreement is to be made, the Agreement will be subject to termination.
25. **NOT A DEBT OF THE STATE:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.
26. **ALTERNATIVE DISPUTE RESOLUTION:** In the event of any dispute between the Parties, senior officials of both Parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the Parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.
27. **IMMIGRATION:** By signing this Agreement, the Grantee affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if found to be in violation of this provision, Grantee shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
28. **NOT ENTITLED TO MERIT SYSTEM:** Grantee understands and agrees that nothing in this Agreement entitles Grantee to any benefits of the Alabama State Merit System.
29. **BOYCOTT:** In compliance with Act 2016-312, Grantee hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.
30. **NOTICE:** Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement will be as set forth below, unless and until updated information is provided:

All notices required to be given to ADCNR shall be sufficient if sent by certified mail or overnight courier to the following address:

To ADCNR:

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

All notices required to be given to the Grantee shall be sufficient if sent by certified mail or overnight courier to the following address:

To Grantee:

Attention: William S. "Sandy" Stimpson, Mayor
City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

31. **SEVERABILITY:** In the event any terms or provisions of this Agreement are deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms or provisions hereof.
32. **GOVERNING LAW / SOVEREIGN IMMUNITY:** This Agreement and related matters shall be construed in accordance with and governed by the substantive and adjective laws of the State of Alabama, including but not limited to the State's right of immunity from suit as provided by Article 1 Section 14 of the Official Recompilation of the Constitution of Alabama of 1901, as amended, without regard to its conflicts of law provisions.
33. **CHOICE OF LAW / VENUE:** Grantee agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the Circuit Court of Montgomery County, Alabama.
34. **ENFORCEMENT OF RIGHTS AND OBLIGATIONS:** Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.
35. **FORCE MAJEURE:** In the case of a Force Majeure Event as defined herein, ADCNR reserves the right to immediately terminate the Agreement without prior notice to Grantee. Should this occur, neither party shall be liable for or be considered in breach of this Agreement due to any failure to perform its obligations as a result of a cause beyond its

control, including, without limitation: (i) acts of God; (ii) flood, fire or explosion; (iii) actions, embargoes, quarantines, or blockades in effect on or after the date of this Agreement; (iv) national, state, or regional emergency whether ongoing or occurring on or after the date of this Agreement; (v) public health emergencies, outbreak, epidemic, or pandemic, whether ongoing or occurring on or after the date of this Agreement, including, without limitation, COVID-19; or (vi) any other event which is beyond the reasonable control of such party (each of the foregoing, a "Force Majeure Event").

36. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
37. **NO AGENCY:** By entering into this Agreement, Grantee understands and agrees it is not an agent of the State, its officers, employees, agents or assigns. The Grantee is an independent entity from the State and nothing in this Agreement creates an agency relationship between the Parties.
38. **SUPERSEDES:** ADCNR and grantee represent that this agreement supersedes all proposals, oral and written, all previous contracts, agreements, negotiations, and all other communications between the parties with respect to the subject matter hereof.
39. **REVIEW AND EXECUTION:** Grantee acknowledges and agrees that it has had the opportunity to seek legal counsel in connection with reviewing and executing this Agreement. Accordingly, any rule of law or legal decision potentially requiring interpretation of any claimed ambiguity in this Agreement against the drafting party shall have no application and is expressly waived by Grantee.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date entered below (herein referred to as "Effective Date").

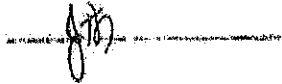
ADCNR:



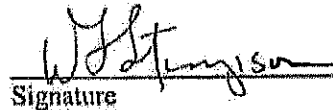
Christopher M. Blankenship
Commissioner

Date: 5-4-22

APPROVED LEGAL



GRANTEE:


Signature

William S. Strangson
Printed Name

Mayer
Title

Reviewed By Accounting


DONR Accounting Director

EXHIBIT A

State of Alabama GOMESA Disbursement Justification

Background:

The Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of Mexico. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects. The GOMESA authorizes uses of the proceeds for the following purposes:

- a. **Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;**
- b. Mitigation of damage to fish, wildlife, or natural resources;
- c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
- d. **Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and**
- e. Planning assistance and the administrative costs.

Project Description:

City of Mobile Riverfront Park Enhancements: Reconnect with the River

A vision for the Riverfront Revitalization, to showcase the Mobile River as a natural resource to the public and bring the community downtown to the Mobile Riverfront, can now be realized with the allocation of GOMESA funding for 2022. This investment can be utilized to complete the first phase of the Mobile Riverfront Revitalization to ensure riverfront infrastructure provides the foundation for obtaining this vision and compliments completed and on-going efforts such as the Water Street improvements, Cooper Park updates, Hall of Fame Statue Plaza, and strategic riverside events.

The funding will allow for the implementation of major project components identified in the conceptual plan (Figure 1). Foundational infrastructure elements, critical to meet the fundamental goals of public usability and safety of the Riverfront, will be prioritized. The GOMESA project scope focuses on the planning, engineering, design, and construction for several elements identified below within (A) Northern Riverfront Plaza, (B) Riverfront Connection, and (C) Great Lawn. The Water Street elements are funded separately and represented within this document to show the connectivity of project elements.

Foundational infrastructure elements will be developed to meet the fundamental goals and to allocate the awarded GOMESA funding):

- A. Lay the foundation for public-private partnerships for riverfront development (Northern Riverfront Plaza).

- B. Enhance safety and waterfront access around the Convention Center from the Northern Riverfront Plaza to Cooper Riverside Park (creating the loop), while connecting people to the River (**Riverfront Connection**).
- C. Create a functional riverfront park space on which to grow future amenities for revitalization (**Great Lawn**).

A. Northern Riverfront Plaza

The Northern Riverfront Plaza vision is to attract developers to foster public-private partnerships for riverfront attractions such as restaurants and shops. Important infrastructure improvements are required to prepare the site for commercial development and increase attractiveness for developers.

The following are required features in the element:

- Locate and stub out utilities (water, sewer, and electric) for commercial development (#2)
- Reclaim approximately 550 SF of submerged lands along the river (#3)
- Install new bulkhead along approximately 174 linear feet of shoreline to support land reclamation (#3)
- Preliminary grading

B. Riverfront Connection

Access to the riverfront becomes easier with the proposed bulkhead addition for the Northern Riverfront Plaza area which provides riverfront access at the north end of the Convention Center. Currently, access has been limited to a narrow walkway along the south end of the Convention Center or through the ground-level parking garage in the north end of the Convention Center. There is currently no direct waterfront access to the second-floor balcony of the Convention Center. A riverfront promenade expansion and a multi-level access feature would allow pedestrians to traverse along the riverfront easily and with a better space to experience the river from multiple vantage points. These improvements would allow use of the riverfront for exercising, recreating, sitting, walking, etc. while enhancing the connection from the Northern Riverfront Plaza to the Cooper Riverside Park. These features can be scaled appropriately for the budget but at a minimum are required to create the much-needed connectivity around this riverfront area from Water Street.

The following are required features in the element:

- Lighting and architectural improvements along the Convention Center riverfront to enhance user experience and safety (#4)
- Stair feature connecting the first and second floor of the Convention Center, offering multi-level riverfront access (#5)
- Fixed overwater platform to expand footprint of Convention Center riverfront promenade, support the stair feature, and creating a widened pedestrian path and ground level overlook (#5)

C. Great Lawn

There is an existing bulkhead south of the Convention Center along the Cooper Riverside Park. The bulkhead was constructed in 1995 and a deck rehabilitation occurred in 2004 according to City-provided documents. The bulkhead requires inspection and potential corresponding rehabilitation based on the results of the inspection. The Great Lawn area behind the bulkhead includes a vision to accommodate larger events, ensuring lines of site for stage events and updated restroom facilities. Daily use of this area would include connectivity to a walking/exercise loop around the Convention Center as well as utilization of the lawn for enjoying the river view. It's imperative to the City that this

area is designed to host special and seasonal events, that become riverside annual traditions.

The following are required features in the element:

- 800 linear feet of bulkhead inspection and improvements (#7)
- Multi-purpose event lawn enhancements including the removal of sidewalks to create additional greenspace where future events can be hosted (#8)

Project Duration:

This project is expected to take approximately thirty-six (36) months from the Effective Date of the Agreement.

Project Costs

Funding will be provided as two (2) installments. The first (1) installment will be disbursed following execution of the Grant Agreement for this project and submission of an invoice for payment of Allowable Costs. The second (2) installment will be disbursed following receipt of satisfactory verification that all previously disbursed funds were or are being used for Allowable Costs.

Anticipated Costs:

Installment	Category	Estimated Cost
1	Planning, Engineering and Design and Construction Administration	\$ 1,000,000.00
2	Construction	\$ 7,000,000.00
Total GOMESA Funding Not to Exceed		\$ 8,000,000.00

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Grant Agreement.

Nexus to Authorized Use:

This project meets the criteria set forth in authorized use (a) Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; and (d) Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects.

Submitted and Approved By: _____


William S. "Sandy" Simpson, Mayor
City of Mobile

Figure 1: Mobile Riverfront Conceptual Plan

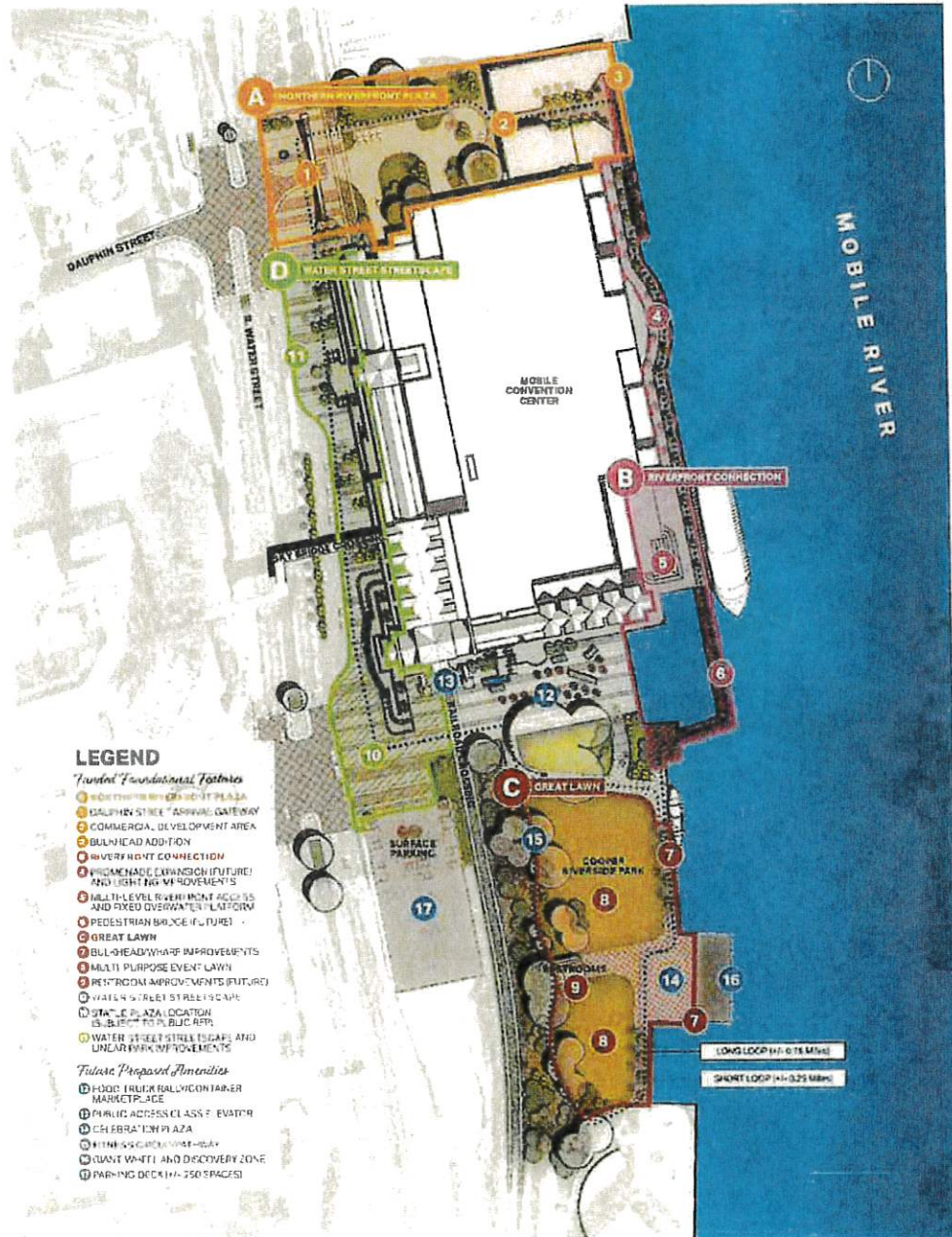


Exhibit No. 2

Amended and Restated EXHIBIT A

State of Alabama
Gulf of Mexico Energy Security
Act of 2006
Disbursement Justification

Background:

The Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of Mexico. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects. The GOMESA authorizes uses of the proceeds for the following purposes:

- a. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
- b. Mitigation of damage to fish, wildlife, or natural resources;
- c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
- d. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and
- e. Planning assistance and the administrative costs of complying with GOMESA.

Project Description:

Mobile Riverfront Park Enhancements Phase I – City of Mobile

The City of Mobile has been dedicating efforts to further improvements at its Mobile Riverfront Park (Cooper Riverside Park) located along the Mobile River. The City will utilize Phase I GOMESA project funding to proceed with engineering and design associated with repairing/replacing failing shoreline stabilization structures along the Great Lawn and South Coffey Cell areas of the Park's Mobile River waterfront and future upland Park amenity enhancements associated with the Great Lawn area of the Park. (See Figure 1 as to location Great Lawn and South Coffey Cell areas).

As a priority implementation action under the Phase I Agreement, the City will complete construction efforts associated with repair/replacement as to ~800 linear feet of the Great Lawn bulkhead and ~55 linear feet along the South Coffey Cell. The structural scope of work is to construct a tied-back bulkhead concept for the South Coffey Cell, similar to Great Lawn bulkhead. The proposed concept will also require the temporary removal of the statue above the Cell, demolition and replacement of the fountain behind the Cell, demolition and replacement of decorative masonry walls and the concrete stairs leading from the Cell down to the park to the north. Existing pavement, a light pole, and planter walls within the footprint of the work will also

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require demolition and replacement. (See Figure 2 for location of shoreline stabilization activities.) The City's completion of Great Lawn bulkhead construction and ability to initiate implementation of South Coffey Cell stabilization efforts is critical, as citizens and visitors have not had access to the Park's waterfront for an extended period of time due to ongoing safety concerns related to the deteriorated bulkhead and other existing shoreline stabilization structures. Repair and replacement of the waterfront stabilizing structure is essential to prevent shoreline failure and to protect the coastline and downtown Mobile infrastructure against impacts from tropical storms and hurricanes, as well as wave action from activities including those associated with utilization of the Port of Mobile.

While, in light of current cost estimates, construction completion of the South Coffey Cell shoreline stabilization activities will not be fully achieved until after additional Phase II GOMESA project funds become available, the City seeks to leverage available Phase I funding to complete planning, engineering and design, and permitting activities and then initiate construction work associated with shoreline stabilization along the waterfront associated with the South Coffey Cell.

The City's vision as to Park enhancements for public access and recreation includes providing improvements within the upland Great Lawn area behind the shoreline stabilization construction such as expanded green space that will accommodate larger public outdoor events and establish connectivity to a walking/exercise loop around the Mobile Convention Center]. (See Figure 2). These types of Park amenities would also enhance the ability for all users to enjoy the river view and gain an appreciation for the importance of conserving the state's unique natural resources. Furthermore, the shoreline stabilization construction activities, while immediately necessary, will result in impacts to the upland Park areas that will require disturbance/repairs that make implementation of upland enhancements a priority action for the City. The ultimate cost and timing of implementation of these amenity improvements/repairs cannot be fully determined until completion of all planning, engineering and design. Accordingly, this planning, engineering and design, and permitting work will be ongoing throughout the Agreement term to prepare for utilization of funding under a Phase II GOMESA project for implementation of upland Park amenity improvements.

The shoreline stabilization effort is critical to halting the adverse ecological impacts currently being experienced due to ongoing erosion issues. In addition to these restoration and conservation outcomes being an important step toward mitigating damage to fish, wildlife and natural resources, a collapse of any segment of the shoreline stabilization structures would cause significant additional natural resource and infrastructure damage that would be far more costly to repair/replace. Furthermore, the shoreline stabilization construction activities will mitigate impacts of outer Continental Shelf activities through the funding of an onshore infrastructure project.

The Mobile Bay National Estuary Program's Comprehensive Conservation & Management Plan (CCMP) for Alabama's Estuaries & Coast 2019-2023 seeks to enhance public access to the water and natural landscapes under Ecosystem Restoration and Protection-5 (ERP-5). In addition, Section 309(a)(3) of the Alabama Coastal Area Management Program (ACAMP) seeks to attain increased opportunities for public access to coastal areas of recreational, historical, aesthetic, ecological, or cultural value. This project will preserve and enhance an important connection to the Mobile River in a populated area of coastal Alabama where public access to the

waterfront and natural resources is limited. This project will enhance public outdoor recreational opportunities not only within the City of Mobile but also across the State of Alabama's coastal communities.

Project Duration:

This project is expected to take approximately 48 months from the Effective Date of the Agreement.

Project Costs:

Funding will be provided to the Grantee as two installments.

The first installment will be disbursed following execution of the Agreement for this project and submission of an invoice for payment of Allowable Costs.

The second installment will be disbursed following submission of an invoice for payment of Allowable Costs that includes (1) satisfactory certification Grantee remains in compliance with insurance requirements established pursuant to Paragraph 19 of the Agreement and (2) satisfactory verification that all previously disbursed funds have been and will be used for Allowable Costs.

Anticipated Costs:

Installment	Category	Estimated Cost
1	Initial Permitting, Engineering, Construction Services & Grant Administration for City's Mobile Riverfront Park Project	\$1,000,000
2	Any additional costs related to Permitting, Engineering, Construction Services & Grant Administration associated with elements of the City's Mobile Riverfront Park Project; and Initial Construction Costs associated with Shoreline Stabilization Repairs/Improvements along the Great Lawn and South Coffer Cell Waterfronts.	\$7,000,000
Total GOMESA Funding Not to Exceed		\$8,000,000

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Agreement.

Nexus to Authorized Use:

This project meets the criteria set forth in authorized uses: (a) Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; (b) Mitigation of damage to fish, wildlife, or natural resources; (c) Implementation of a federally approved marine, coastal, or comprehensive conservation management plan; and (d) Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects.

Submitted and Approved By:



William S. Stimpson
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William S. Stimpson, Mayor
City of Mobile



G-CMRPE/21/CM

Exhibit No. 1

GOMESA GRANT AGREEMENT

STATE OF ALABAMA)

ADCNR GRANT#: G-CMRPE/21/CM

MOBILE COUNTY)

GOMESA GRANT AGREEMENT

THIS GOMESA GRANT AGREEMENT, ("Agreement") is made and entered by and between the State of Alabama Department of Conservation and Natural Resources hereinafter, referred to as "ADCNR", and the City of Mobile, hereinafter referred to as "Grantee" (ADCNR and Grantee collectively hereinafter "Parties").

In consideration of the mutual covenants herein contained, Grantee hereby agrees to perform, in proper sequence and in the time specified, all tasks necessary for successful completion of the project as hereinafter set forth.

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of the Agreement is to provide funding under the Gulf of Mexico Energy Security Act of 2006 (GOMESA) to Grantee in accordance with the authorized uses and purposes set forth in GOMESA to provide the planning, engineering, design administration, and construction improvements at Riverfront Park in Mobile, AL as described in the Disbursement Justification attached as Exhibit A ("Project").
2. **PROJECT SERVICES:** Grantee warrants and represents that it will use the GOMESA funds provided under this Agreement in accordance with approved GOMESA and consistent with all applicable state and federal laws. Furthermore, Grantee shall provide, in accordance with all applicable laws, executive orders, codes, regulations, etc., all the necessary labor, materials, services, and facilities to successfully complete the Project and fulfill all requirements of this Agreement including, but not limited to, requirements as set forth in Paragraphs 9 and 18.
3. **PROJECT PERFORMANCE PERIOD:** The Project Performance Period shall begin as of March 15, 2022, or the date of the Commissioner's signature, whichever occurs later ("Project Commencement Date"), and end March 14, 2025.
4. **AGREEMENT TERM:** The Agreement Term for the fulfillment of all Project Services shall begin on the Project Commencement Date and end ninety (90) days after the end of the Project Performance Period, unless extended in writing by ADCNR by amendment as provided herein.

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5. **NOTICE TO PROCEED:** Grantee shall proceed with performing Project Services upon receipt of a fully executed Agreement which has been approved by the appropriate State of Alabama officials.
6. **FUNDING AMOUNT/PAYMENT:** ADCNR agrees to provide advance disbursement of GOMESA funds to Grantee for payment of Allowable Costs pursuant to two (2) payments in an amount not to exceed EIGHT MILLION AND 00/100 (\$8,000,000.00) to allow satisfactory completion of all Project Services following full execution of this Agreement and submission by Grantee of an invoice for payment which shall include a reference to the Grant Number identified above. In the event these funds are not fully expended before the end of the Project Performance Period, the Grantee shall return the remaining funds to the ADCNR prior to the end of the Agreement Term in such manner as specified by ADCNR.
7. **CONTINGENCY/ FUNDING AVAILABILITY:** Grantee acknowledges and agrees that the commencement and continuation of funding pursuant to this Agreement shall be specifically contingent upon the receipt and availability of GOMESA funding for this Project.
8. **ALLOWABLE COSTS:** Allowable Costs allowed under this Agreement shall be determined in accordance with Exhibit A, subject to all requirements of GOMESA; local, state, and federal laws; and other applicable requirements including the following:
 - a. Grantee agrees that any expenditure related to any type of lower tier contract or subaward support prior to execution of a written agreement for such purpose shall not qualify as an Allowable Cost.
 - b. Grantee shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Project Services. Grantee further agrees that no costs funded by such other sources constitute Allowable Costs.
 - c. Grantee acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement shall constitute Allowable Costs.
 - d. Grantee agrees that all disbursed funds shall be expended solely for Allowable Cost and that the amount of any expenditure determined by ADCNR not to constitute an Allowable Cost shall be immediately returned to ADCNR in such manner as specified by ADCNR.
9. **REPORTS:** Grantee agrees to submit semi-annual financial and performance reports no later than April 30 and October 30 of each year following execution of this Agreement.

The semi-annual reports shall provide supporting documentation detailing Allowable Cost expenditures and Project activities during the reporting period. The Grantee further agrees to submit a Completion Report no later than ninety (90) days after the end of the Project Performance Period. The Completion Report must include a summary financial report detailing Project expenditures and a certification confirming both that Grantee has completed all Project Services and that all expenditures by Grantee of funds received pursuant to this Agreement constituted Allowable Costs. The Completion Report shall include supporting documentation establishing the Allowable Costs as to all expenditures, documents necessary to evidence successful Project completion, and any other documents to be maintained by ADCNR for purposes of recordkeeping and audit compliance. Additionally, if requested by ADCNR, data and reports generated or compiled within the scope of this Agreement shall be provided in digital format as may be specified by ADCNR. Grantee agrees failure to submit such reports in a timely manner may result in the termination of this Agreement. All reports and correspondence submitted to ADCNR in connection with this Agreement shall be identified by the Grant Number identified above and shall be sent to the following:

Alabama Department of Conservation and Natural Resources
 Attention: GOMESA Coordinator
 31115 Five Rivers Blvd.
 Spanish Fort, AL 36527

10. INDEMNIFICATION AND HOLD HARMLESS:

- a. Subject to the limitations stated hereinbelow, Grantee agrees to protect, defend, indemnify, save and hold harmless the State of Alabama and ADCNR, and any and all of their officers, agents, and employees, from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may occur or in any way grow out of, any act or omission of ADCNR, its officers, agents, and employees, the Grantee, and the Grantee's agents, servants, employees, and subcontractors. Grantee's obligation and duty to protect, defend, indemnify, save and hold harmless ADCNR and its agents and employees shall include and extend to any and all costs, expenses, attorney fees, judgements, awards, and settlements incurred by the parties or their agents or employees as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein. Grantee agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless, false or fraudulent. Nothing contained in this agreement shall be deemed to constitute, either as to the State of Alabama or as to third parties, a waiver of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama

(1975), as the same may be amended from time to time, and in any other statutes and case law otherwise available to the City.

- b. Grantee further agrees it releases from liability and waives its right to sue the State of Alabama and ADCNR, and their officers, agents, and employees, regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.
 - c. The provisions of this Paragraph 10 shall survive the Agreement Term and remain a continuing obligation of Grantee.
11. **CLAIMS FOR LIENS:** Grantee shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services or material furnished to Grantee in connection with the performance of its obligations under this Agreement.
12. **ASSIGNMENT / AMENDMENT:** Grantee shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR. ADCNR may from time to time, request amendments to various provisions of this Agreement. Such amendments, which are mutually agreed upon between ADCNR and Grantee, must be in writing and approved by all signatory/authorities prior to becoming effective.
13. **CLOSEOUT PROCESS:** The closeout process is the final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports, adhering to the schedule developed by ADCNR. Grantee shall promptly finalize the closeout process upon the conclusion of the Project Performance Period. Any remaining payments or amounts otherwise due to Grantee may be withheld until all closeout documents and deliverables have been received by ADCNR.
14. **TITLE VI AND EQUAL EMPLOYMENT OPPORTUNITY:** The Grantee will comply with Title VI of the Civil Rights Act of 1964 (88-352) and all requirements issued pursuant to that title. In accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement.
15. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the successors and assigns of the respective Parties hereto.

- 16. COMPLIANCE WITH LAWS:** The Grantee shall comply with all applicable laws, ordinances, regulations, and codes of the federal, state, and local governments in the performance of this Agreement. Grantee shall procure all applicable federal, state, and local permits and shall pay all said fees. Grantee further agrees and acknowledges that the ADCNR is relying upon the Grantee to maintain compliance with all provisions of GOMESA in connection with Project Services and related activities and expenditures.
- 17. TAX / ASSESSMENT RESPONSIBILITY:** Grantee hereby agrees that the responsibility for payment of any taxes or assessments associated with the Project shall be the Grantee's obligation and shall be identified under the appropriate Tax Identification Number.
- 18. ACCESS TO RECORDS:** The State of Alabama, through ADCNR auditors and/or Alabama Examiners of Public Accounts, and the Federal Government, through any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, records of the Grantee, and any lower tier recipients which are reasonably related to this Agreement. Grantee agrees to assist with any such audit as requested by ADCNR and further agrees to the following:
- a. Grantee shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for six (6) years after date of final payment under this Agreement or as otherwise required pursuant the Department of Conservation and Natural Resources Records Disposition Authority (requirements current as of date of this Agreement available at: https://archives.alabama.gov/officials/rdas/conservation_rda.pdf), whichever period expires later, for inspection by any of the above entities, and copies thereof shall be furnished, if requested.
 - b. Pursuant to Act 94-414, Grantee must forward a copy of every audit report issued in connection with funding provided under this Agreement where public funds are received and/or disbursed to: Department of Examiners of Public Accounts, P. O. Box 302251, Montgomery, Alabama 36130-2251, ATTN: Audit Report Repository; or to Central.Records@Examiners.Alabama.gov. Grantee shall also simultaneously therewith forward a copy of same to ADCNR.
 - c. The provisions of this Paragraph 18 shall survive the Agreement Term and remain a continuing obligation of Grantee.
- 19. INSURANCE:** Grantee is self-insured for general liability purposes. Grantee shall, at all times during the term of this lease, maintain sufficient cash reserves dedicated to the payment of claims, and maintain the present financial ability to pay claims, in the amount

of \$100,000.00 for injury to or death of one person; \$300,000.00 for injury or death to more than one person growing out of one accident; and \$100,000.00 for property damage loss.

20. TERMINATION: In addition to terms of Paragraphs 7 and 24, this Agreement may be terminated as follows:

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

21. PRESS / EVENTS: Grantee shall notify the ADCNR of the location, date, and time of any press conferences, press releases, etc. related to this Project at least five (5) working days prior to the scheduled event or release.

22. CONFLICT OF INTEREST CERTIFICATION: The Grantee by his/her/its signature, certifies to the best of his/her/its knowledge and belief, no conflicts of interest existed or now exist which have, may have or have had any effect on this Agreement or any expenditure of funds associated with this Agreement. In addition, in the event Grantee cannot maintain this certification at any point during the Agreement Term, Grantee shall immediately notify ADCNR in writing at the address set forth in Paragraph 30 and suspend performance of services under this Agreement as well as any expenditure of funds under this Agreement until the potential conflict of interest is resolved to ADCNR's satisfaction.

23. **NONDISCRIMINATION:** Grantee agrees to comply with all federal and state laws which prohibit discrimination, including on the basis of race, color, religion, age, sex, pregnancy, national origin, genetic information, veteran status or disability.
24. **PRORATION:** In the event of the proration of the fund from which payment under this Agreement is to be made, the Agreement will be subject to termination.
25. **NOT A DEBT OF THE STATE:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.
26. **ALTERNATIVE DISPUTE RESOLUTION:** In the event of any dispute between the Parties, senior officials of both Parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the Parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.
27. **IMMIGRATION:** By signing this Agreement, the Grantee affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if found to be in violation of this provision, Grantee shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
28. **NOT ENTITLED TO MERIT SYSTEM:** Grantee understands and agrees that nothing in this Agreement entitles Grantee to any benefits of the Alabama State Merit System.
29. **BOYCOTT:** In compliance with Act 2016-312, Grantee hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.
30. **NOTICE:** Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement will be as set forth below, unless and until updated information is provided:

All notices required to be given to ADCNR shall be sufficient if sent by certified mail or overnight courier to the following address:

To ADCNR:

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

All notices required to be given to the Grantee shall be sufficient if sent by certified mail or overnight courier to the following address:

To Grantee:

Attention: William S. "Sandy" Stimpson, Mayor
City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

31. **SEVERABILITY:** In the event any terms or provisions of this Agreement are deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms or provisions hereof.
32. **GOVERNING LAW / SOVEREIGN IMMUNITY:** This Agreement and related matters shall be construed in accordance with and governed by the substantive and adjective laws of the State of Alabama, including but not limited to the State's right of immunity from suit as provided by Article 1 Section 14 of the Official Recompilation of the Constitution of Alabama of 1901, as amended, without regard to its conflicts of law provisions.
33. **CHOICE OF LAW / VENUE:** Grantee agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the Circuit Court of Montgomery County, Alabama.
34. **ENFORCEMENT OF RIGHTS AND OBLIGATIONS:** Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.
35. **FORCE MAJEURE:** In the case of a Force Majeure Event as defined herein, ADCNR reserves the right to immediately terminate the Agreement without prior notice to Grantee. Should this occur, neither party shall be liable for or be considered in breach of this Agreement due to any failure to perform its obligations as a result of a cause beyond its

control, including, without limitation: (i) acts of God; (ii) flood, fire or explosion; (iii) actions, embargoes, quarantines, or blockades in effect on or after the date of this Agreement; (iv) national, state, or regional emergency whether ongoing or occurring on or after the date of this Agreement; (v) public health emergencies, outbreak, epidemic, or pandemic, whether ongoing or occurring on or after the date of this Agreement, including, without limitation, COVID-19; or (vi) any other event which is beyond the reasonable control of such party (each of the foregoing, a "Force Majeure Event").

36. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
37. **NO AGENCY:** By entering into this Agreement, Grantee understands and agrees it is not an agent of the State, its officers, employees, agents or assigns. The Grantee is an independent entity from the State and nothing in this Agreement creates an agency relationship between the Parties.
38. **SUPERSEDES:** ADCNR and grantee represent that this agreement supersedes all proposals, oral and written, all previous contracts, agreements, negotiations, and all other communications between the parties with respect to the subject matter hereof.
39. **REVIEW AND EXECUTION:** Grantee acknowledges and agrees that it has had the opportunity to seek legal counsel in connection with reviewing and executing this Agreement. Accordingly, any rule of law or legal decision potentially requiring interpretation of any claimed ambiguity in this Agreement against the drafting party shall have no application and is expressly waived by Grantee.

[Signatures on following page]

GOMES V GRANT AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date entered below (herein referred to as "Effective Date").

ADCNR:



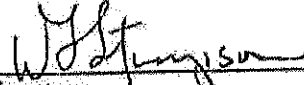
Christopher M. Blankenship
Commissioner

Date: 5-4-22

APPROVED LEGAL



GRANTEE:



Signature

William S. Strampson

Printed Name

Mayer

Title

Reviewed By Accounting



DCNR Accounting Director

EXHIBIT A

State of Alabama
GOMESA Disbursement Justification

Background:

The Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of Mexico. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects. The GOMESA authorizes uses of the proceeds for the following purposes:

- a. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
- b. Mitigation of damage to fish, wildlife, or natural resources;
- c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
- d. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and
- e. Planning assistance and the administrative costs.

Project Description:City of Mobile Riverfront Park Enhancements: Reconnect with the River

A vision for the Riverfront Revitalization, to showcase the Mobile River as a natural resource to the public and bring the community downtown to the Mobile Riverfront, can now be realized with the allocation of GOMESA funding for 2022. This investment can be utilized to complete the first phase of the Mobile Riverfront Revitalization to ensure riverfront infrastructure provides the foundation for obtaining this vision and compliments completed and on-going efforts such as the Water Street improvements, Cooper Park updates, Hall of Fame Statue Plaza, and strategic riverside events.

The funding will allow for the implementation of major project components identified in the conceptual plan (Figure 1). Foundational infrastructure elements, critical to meet the fundamental goals of public usability and safety of the Riverfront, will be prioritized. The GOMESA project scope focuses on the planning, engineering, design, and construction for several elements identified below within (A) Northern Riverfront Plaza, (B) Riverfront Connection, and (C) Great Lawn. The Water Street elements are funded separately and represented within this document to show the connectivity of project elements.

Foundational infrastructure elements will be developed to meet the fundamental goals and to allocate the awarded GOMESA funding:

- A. Lay the foundation for public-private partnerships for riverfront development (Northern Riverfront Plaza).

- B. Enhance safety and waterfront access around the Convention Center from the Northern Riverfront Plaza to Cooper Riverside Park (creating the loop), while connecting people to the River (**Riverfront Connection**).
- C. Create a functional riverfront park space on which to grow future amenities for revitalization (**Great Lawn**).

A. Northern Riverfront Plaza

The Northern Riverfront Plaza vision is to attract developers to foster public-private partnerships for riverfront attractions such as restaurants and shops. Important infrastructure improvements are required to prepare the site for commercial development and increase attractiveness for developers.

The following are required features in the element:

- Locate and stub out utilities (water, sewer, and electric) for commercial development (#2)
- Reclaim approximately 550 SF of submerged lands along the river (#3)
- Install new bulkhead along approximately 174 linear feet of shoreline to support land reclamation (#3)
- Preliminary grading

B. Riverfront Connection

Access to the riverfront becomes easier with the proposed bulkhead addition for the Northern Riverfront Plaza area which provides riverfront access at the north end of the Convention Center. Currently, access has been limited to a narrow walkway along the south end of the Convention Center or through the ground-level parking garage in the north end of the Convention Center. There is currently no direct waterfront access to the second-floor balcony of the Convention Center. A riverfront promenade expansion and a multi-level access feature would allow pedestrians to traverse along the riverfront easily and with a better space to experience the river from multiple vantage points. These improvements would allow use of the riverfront for exercising, recreating, sitting, walking, etc. while enhancing the connection from the Northern Riverfront Plaza to the Cooper Riverside Park. These features can be scaled appropriately for the budget but at a minimum are required to create the much-needed connectivity around this riverfront area from Water Street.

The following are required features in the element:

- Lighting and architectural improvements along the Convention Center riverfront to enhance user experience and safety (#4)
- Stair feature connecting the first and second floor of the Convention Center, offering multi-level riverfront access (#5)
- Fixed overwater platform to expand footprint of Convention Center riverfront promenade, support the stair feature, and creating a widened pedestrian path and ground level overlook (#5)

C. Great Lawn

There is an existing bulkhead south of the Convention Center along the Cooper Riverside Park. The bulkhead was constructed in 1993 and a deck rehabilitation occurred in 2004 according to City-provided documents. The bulkhead requires inspection and potential corresponding rehabilitation based on the results of the inspection. The Great Lawn area behind the bulkhead includes a vision to accommodate larger events, ensuring lines of site for stage events and updated restroom facilities. Daily use of this area would include connectivity to a walking/exercise loop around the Convention Center as well as utilization of the lawn for enjoying the river view. It's imperative to the City that this

GOMESA GRANT AGREEMENT

area is designed to host special and seasonal events, that become riverside annual traditions.

The following are required features in the element:

- 800 linear feet of bulkhead inspection and improvements (#7)
- Multi-purpose event lawn enhancements including the removal of sidewalks to create additional greenspace where future events can be hosted (#8)

Project Duration:

This project is expected to take approximately thirty-six (36) months from the Effective Date of the Agreement.

Project Costs

Funding will be provided as two (2) installments. The first (1) installment will be disbursed following execution of the Grant Agreement for this project and submission of an invoice for payment of Allowable Costs. The second (2) installment will be disbursed following receipt of satisfactory verification that all previously disbursed funds were or are being used for Allowable Costs.

Anticipated Costs:

Installment	Category	Estimated Cost
1	Planning, Engineering and Design and Construction Administration	\$ 1,000,000.00
2	Construction	\$ 7,000,000.00
Total GOMESA Funding Not to Exceed		\$ 8,000,000.00

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Grant Agreement.

Nexus to Authorized Use:

This project meets the criteria set forth in authorized use (a) Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; and (d) Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects.

Submitted and Approved By: _____

William S. "Sandy" Simpson
William S. "Sandy" Simpson, Mayor
City of Mobile

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Figure 1: Mobile Riverfront Conceptual Plan

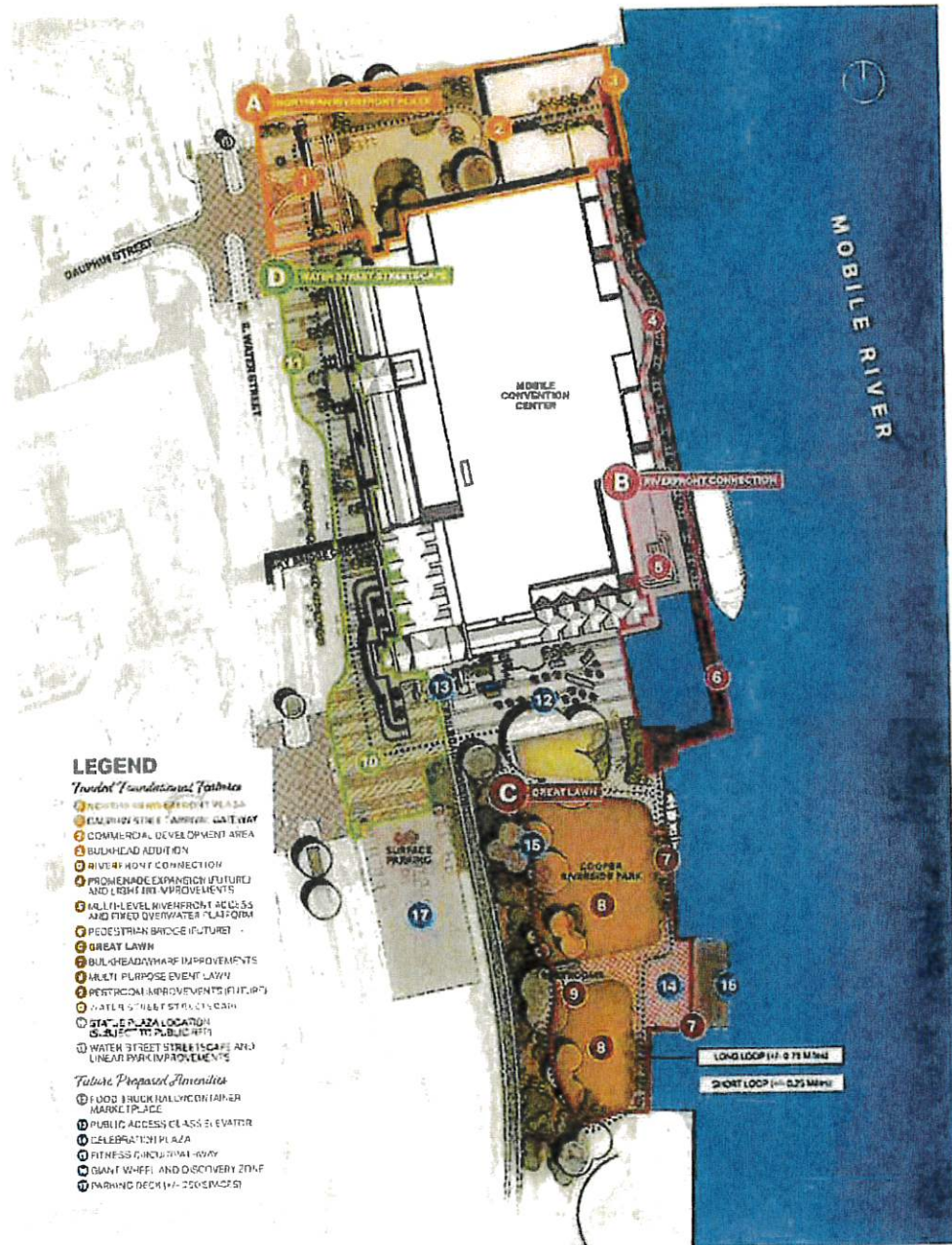


Exhibit No. 2

Amended and Restated EXHIBIT A

State of Alabama
Gulf of Mexico Energy Security
Act of 2006
Disbursement Justification

Background:

The Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of Mexico. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects. The GOMESA authorizes uses of the proceeds for the following purposes:

- a. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
- b. Mitigation of damage to fish, wildlife, or natural resources;
- c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
- d. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and
- e. Planning assistance and the administrative costs of complying with GOMESA.

Project Description:

Mobile Riverfront Park Enhancements Phase I – City of Mobile

The City of Mobile has been dedicating efforts to further improvements at its Mobile Riverfront Park (Cooper Riverside Park) located along the Mobile River. The City will utilize Phase I GOMESA project funding to proceed with engineering and design associated with repairing/replacing failing shoreline stabilization structures along the Great Lawn and South Coffey Cell areas of the Park's Mobile River waterfront and future upland Park amenity enhancements associated with the Great Lawn area of the Park. (See Figure 1 as to location Great Lawn and South Coffey Cell areas).

As a priority implementation action under the Phase I Agreement, the City will complete construction efforts associated with repair/replacement as to ~800 linear feet of the Great Lawn bulkhead and ~55 linear feet along the South Coffey Cell. The structural scope of work is to construct a tied-back bulkhead concept for the South Coffey Cell, similar to Great Lawn bulkhead. The proposed concept will also require the temporary removal of the statue above the Cell, demolition and replacement of the fountain behind the Cell, demolition and replacement of decorative masonry walls and the concrete stairs leading from the Cell down to the park to the north. Existing pavement, a light pole, and planter walls within the footprint of the work will also

require demolition and replacement. (See Figure 2 for location of shoreline stabilization activities.) The City's completion of Great Lawn bulkhead construction and ability to initiate implementation of South Coffey Cell stabilization efforts is critical, as citizens and visitors have not had access to the Park's waterfront for an extended period of time due to ongoing safety concerns related to the deteriorated bulkhead and other existing shoreline stabilization structures. Repair and replacement of the waterfront stabilizing structure is essential to prevent shoreline failure and to protect the coastline and downtown Mobile infrastructure against impacts from tropical storms and hurricanes, as well as wave action from activities including those associated with utilization of the Port of Mobile.

While, in light of current cost estimates, construction completion of the South Coffey Cell shoreline stabilization activities will not be fully achieved until after additional Phase II GOMESA project funds become available, the City seeks to leverage available Phase I funding to complete planning, engineering and design, and permitting activities and then initiate construction work associated with shoreline stabilization along the waterfront associated with the South Coffey Cell.

The City's vision as to Park enhancements for public access and recreation includes providing improvements within the upland Great Lawn area behind the shoreline stabilization construction such as expanded green space that will accommodate larger public outdoor events and establish connectivity to a walking/exercise loop around the Mobile Convention Center. (See Figure 2). These types of Park amenities would also enhance the ability for all users to enjoy the river view and gain an appreciation for the importance of conserving the state's unique natural resources. Furthermore, the shoreline stabilization construction activities, while immediately necessary, will result in impacts to the upland Park areas that will require disturbance/repairs that make implementation of upland enhancements a priority action for the City. The ultimate cost and timing of implementation of these amenity improvements/repairs cannot be fully determined until completion of all planning, engineering and design. Accordingly, this planning, engineering and design, and permitting work will be ongoing throughout the Agreement term to prepare for utilization of funding under a Phase II GOMESA project for implementation of upland Park amenity improvements.

The shoreline stabilization effort is critical to halting the adverse ecological impacts currently being experienced due to ongoing erosion issues. In addition to these restoration and conservation outcomes being an important step toward mitigating damage to fish, wildlife and natural resources, a collapse of any segment of the shoreline stabilization structures would cause significant additional natural resource and infrastructure damage that would be far more costly to repair/replace. Furthermore, the shoreline stabilization construction activities will mitigate impacts of outer Continental Shelf activities through the funding of an onshore infrastructure project.

The Mobile Bay National Estuary Program's Comprehensive Conservation & Management Plan (CCMP) for Alabama's Estuaries & Coast 2019-2023 seeks to enhance public access to the water and natural landscapes under Ecosystem Restoration and Protection-5 (ERP-5). In addition, Section 309(a)(3) of the Alabama Coastal Area Management Program (ACAMP) seeks to attain increased opportunities for public access to coastal areas of recreational, historical, aesthetic, ecological, or cultural value. This project will preserve and enhance an important connection to the Mobile River in a populated area of coastal Alabama where public access to the

waterfront and natural resources is limited. This project will enhance public outdoor recreational opportunities not only within the City of Mobile but also across the State of Alabama's coastal communities.

Project Duration:

This project is expected to take approximately 48 months from the Effective Date of the Agreement.

Project Costs:

Funding will be provided to the Grantee as two installments.

The first installment will be disbursed following execution of the Agreement for this project and submission of an invoice for payment of Allowable Costs.

The second installment will be disbursed following submission of an invoice for payment of Allowable Costs that includes (1) satisfactory certification Grantee remains in compliance with insurance requirements established pursuant to Paragraph 19 of the Agreement and (2) satisfactory verification that all previously disbursed funds have been and will be used for Allowable Costs.

Anticipated Costs:

Installment	Category	Estimated Cost
1	Initial Permitting, Engineering, Construction Services & Grant Administration for City's Mobile Riverfront Park Project	\$1,000,000
2	Any additional costs related to Permitting, Engineering, Construction Services & Grant Administration associated with elements of the City's Mobile Riverfront Park Project; and Initial Construction Costs associated with Shoreline Stabilization Repairs/Improvements along the Great Lawn and South Coffer Cell Waterfronts.	\$7,000,000
Total GOMESA Funding Not to Exceed		\$8,000,000

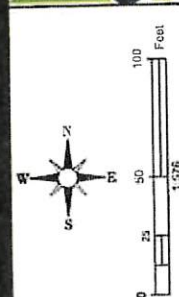
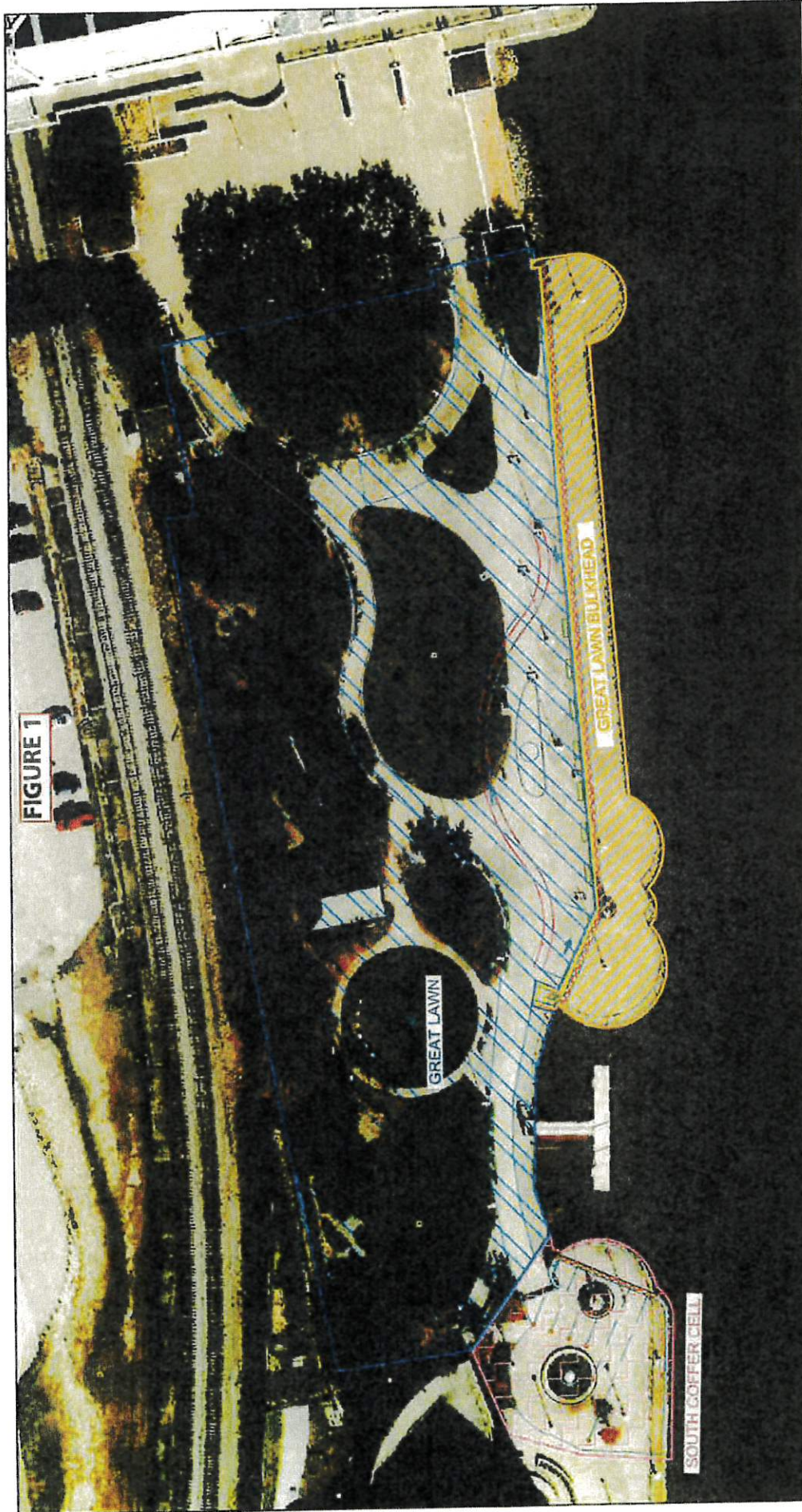
Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Agreement.

Nexus to Authorized Use:

This project meets the criteria set forth in authorized uses: (a) Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; (b) Mitigation of damage to fish, wildlife, or natural resources; (c) Implementation of a federally approved marine, coastal, or comprehensive conservation management plan; and (d) Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects.

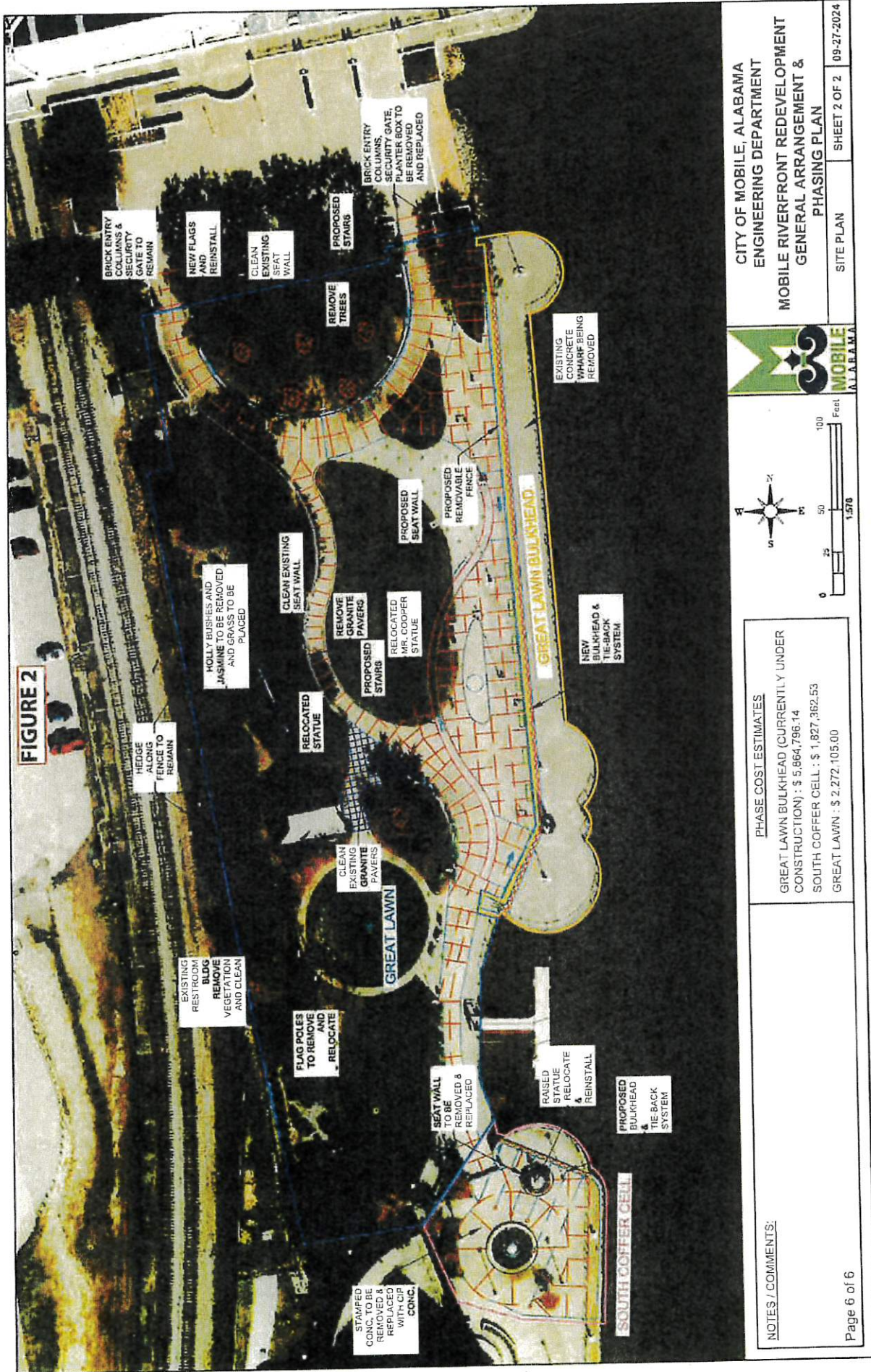
Submitted and Approved By:

William S. "Sandy" Stimpson, Mayor
City of Mobile



PHASE COST ESTIMATES	
GREAT LAWN BULKHEAD (CURRENTLY UNDER CONSTRUCTION) :	\$ 5,864,796.14
SOUTH COFFER CELL :	\$ 1,827,362.53
GREAT LAWN :	\$ 2,272,105.00

NOTES / COMMENTS:
 Page 5 of 6



31-272

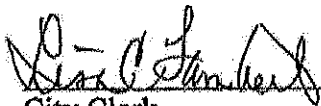
2022

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, the GOMESA Grant Agreement between the State of Alabama Department of Conservation and Natural Resources and the City of Mobile, to provide the planning, engineering, design administration, and construction improvements at Riverfront Park, to execute an Agreement substantially like the contract attached hereto, and to sign any agreements or other documents in connection with the contract, and to perform all acts necessary to effectuate the grant. A copy of said Agreement is on file in the office of the City Clerk.

Adopted: **MAR 29 2022**



City Clerk

EXHIBIT K:

ADCNR SUB-WARD GOMESA GRANT AGREEMENT #G-CMRPEII/24/CM,
CITY RESOLUTION 01-1011

STATE OF ALABAMA)

ADCNR GRANT#: G-CMRPEII/24/CM

MOBILE COUNTY)

GOMESA GRANT AGREEMENT

THIS GOMESA GRANT AGREEMENT, ("Agreement") is made and entered by and between the State of Alabama Department of Conservation and Natural Resources hereinafter, referred to as "ADCNR", and City of Mobile, hereinafter referred to as "Grantee" (ADCNR and Grantee collectively hereinafter "Parties") to provide funding made available to the State of Alabama under the Gulf of Mexico Energy Security Act of 2006 ("GOMESA").

In consideration of the mutual covenants herein contained, Grantee hereby agrees to perform, in proper sequence and in the time specified, all tasks necessary for successful completion of the project as hereinafter set forth.

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of the Agreement is to provide funding under the Gulf of Mexico Energy Security Act of 2006 (GOMESA) to Grantee, in accordance with the authorized uses and purposes set forth in GOMESA, leverage Phase I funding to complete shoreline stabilization efforts and amenity enhancements at Riverfront Park in Mobile, AL as described in the Disbursement Justification attached as Exhibit A ("Project").
2. **CERTIFICATION OF AUTHORIZED USES FOR PROJECT SERVICES:** Grantee warrants and represents that it will only use the GOMESA funds provided under this Agreement in accordance with approved GOMESA uses and consistent with all applicable state and federal laws. Specifically, Grantee will use these funds for projects that satisfy one or more of the following authorized uses:
 - a. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
 - b. Mitigation of damage to fish, wildlife, or natural resources;
 - c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
 - d. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and
 - e. Planning assistance and the administrative costs of complying with GOMESA.

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3. **PROJECT SERVICES:** Grantee warrants and represents that it will use the GOMESA funds provided under this Agreement in accordance with approved GOMESA uses and consistent with all applicable state and federal laws. Furthermore, Grantee shall provide, in accordance with all applicable laws, executive orders, codes, regulations, etc., all the necessary labor, materials, services, and facilities to successfully complete the Project and fulfill all requirements of this Agreement including, but not limited to, requirements as set forth in Paragraphs 9 and 14.
4. **PROJECT PERFORMANCE PERIOD:** The Project Performance Period shall begin on the date of the Commissioner's signature ("Project Commencement Date") and end on November 15, 2026.
5. **AGREEMENT TERM:** The Agreement Term for the fulfillment of all Project Services shall begin on the date of the Commissioner's signature ("Effective Date") and end ninety (90) days after the end of the Project Performance Period, unless extended in writing by ADCNR by amendment as provided herein.
6. **NOTICE TO PROCEED:** Grantee shall proceed with performing Project Services upon receipt of a fully executed Agreement which has been approved by the appropriate State of Alabama officials.
7. **FUNDING AMOUNT/PAYMENT:** ADCNR agrees to provide advance disbursement of GOMESA funds to Grantee for payment of Allowable Costs pursuant to two payments, for a total Agreement amount not to exceed THREE MILLION TWENTY-THREE THOUSAND SIX HUNDRED SIXTY-SEVEN DOLLARS and 00/100 (\$3,023,667.00), to allow satisfactory completion of all Project Services following full execution of this Agreement and submission by Grantee of an invoice for payment which shall include a reference to the Grant Number identified above. In the event these funds are not fully expended before the end of the Project Performance Period, the Grantee shall return the remaining funds to the ADCNR prior to the end of the Agreement Term in such manner as specified by ADCNR.
8. **CONTINGENCY/ FUNDING AVAILABILITY:** Grantee acknowledges and agrees that the commencement and continuation of funding pursuant to this Agreement shall be specifically contingent upon the receipt and availability of GOMESA funding for this Project.
9. **ALLOWABLE COSTS:** Allowable Costs allowed under this Agreement shall be determined in accordance with Exhibit A, subject to all requirements of GOMESA, local, state, and federal laws, as well as other applicable requirements, including the following:

- a. Grantee agrees that any expenditure related to any type of lower tier contract or subaward support prior to execution of a written agreement for such purpose may not qualify as an Allowable Cost.
 - b. Grantee shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Project Services. Grantee further agrees that no costs funded by such other sources constitute Allowable Costs to be funded pursuant to this Agreement.
 - c. Grantee acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement shall constitute Allowable Costs, unless it receives express written approval from ADCNR.
 - d. Grantee agrees that all disbursed funds shall be expended solely for Allowable Costs and that the amount of any expenditure determined by ADCNR not to constitute an Allowable Cost shall be immediately returned to ADCNR in such manner as specified by ADCNR.
- 10. REPORTS:** Grantee agrees to submit semi-annual financial and performance reports no later than April 30 and October 30 of each year following execution of this Agreement. The semi-annual reports shall provide supporting documentation detailing Allowable Cost expenditures and Project activities during the reporting period. The Grantee further agrees to submit a Completion Report no later than ninety (90) days after the end of the Project Performance Period. The Completion Report must include a summary financial report detailing Project expenditures and a certification confirming both that Grantee has completed all Project Services and that all expenditures by Grantee of funds received pursuant to this Agreement constituted Allowable Costs. The Completion Report shall include supporting documentation establishing the Allowable Costs as to all expenditures, documents necessary to evidence successful Project completion, and any other documents to be maintained by ADCNR for purposes of recordkeeping and audit compliance. Additionally, if requested by ADCNR, data and reports generated or compiled within the scope of this Agreement shall be provided in digital format as may be specified by ADCNR. Grantee agrees that failure to submit such reports in a timely manner may result in the termination of this Agreement. All reports and correspondence submitted to ADCNR in connection with this Agreement shall be identified by the Grant Number identified above and shall be sent to the following:

Alabama Department of Conservation and Natural Resources
 Attention: GOMESA Coordinator
 31115 Five Rivers Blvd.
 Spanish Fort, AL 36527

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11. INDEMNIFICATION AND HOLD HARMLESS:

- a. Subject to the limitations stated hereinbelow, Grantee agrees to protect, defend, indemnify, save and hold harmless the State of Alabama and ADCNR, and any and all of their officers, agents, and employees, from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may occur or in any way grow out of, any act or omission of ADCNR, its officers, agents, and employees, the Grantee, and the Grantee's agents, servants, employees, and subcontractors. Grantee's obligation and duty to protect, defend, indemnify, save and hold harmless ADCNR and its agents and employees shall include and extend to any and all costs, expenses, attorney fees, judgements, awards, and settlements incurred by the parties or their agents or employees as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein. Grantee agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless, false or fraudulent. Nothing contained in this agreement shall be deemed to constitute, either as to the State of Alabama or as to third parties, a waiver of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama (1975), as the same may be amended from time to time, and in any other statutes and case law otherwise available to the City.
- b. Grantee further agrees it releases from liability and waives its right to sue the State of Alabama and ADCNR, and their officers, agents, and employees, regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.
- c. The provisions of this Paragraph shall survive the Agreement Term and remain a continuing obligation of Grantee.

12. CLAIMS FOR LIENS: Grantee shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services or material furnished to Grantee in connection with the performance of its obligations under this Agreement.

13. ASSIGNMENT / AMENDMENT: Grantee shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR. ADCNR may from time to time, request amendments to various provisions of this Agreement. Such

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amendments, which are mutually agreed upon between ADCNR and Grantee, must be in writing and approved by all signatory/authorities prior to becoming effective.

14. **CLOSEOUT PROCESS:** The closeout process is the final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports, while adhering to the schedule developed by ADCNR. Grantee shall promptly finalize the closeout process upon the conclusion of the Project Performance Period. Any remaining payments or amounts otherwise due to Grantee may be withheld until all closeout documents and deliverables have been received by ADCNR.
15. **TITLE VI AND EQUAL EMPLOYMENT OPPORTUNITY:** The Grantee will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements issued pursuant to that title. In accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement.
16. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the successors and assigns of the respective Parties hereto.
17. **COMPLIANCE WITH LAWS:** The Grantee shall comply with all applicable laws, ordinances, regulations, and codes of the federal, state, and local governments in the performance of this Agreement. Grantee shall procure all applicable federal, state, and local permits and shall pay all said fees. Grantee further agrees and acknowledges that the ADCNR is relying upon the Grantee to maintain compliance with all provisions of GOMESA in connection with Project Services and related activities and expenditures.
18. **TAX / ASSESSMENT RESPONSIBILITY:** Grantee hereby agrees that the responsibility for payment of any taxes or assessments associated with the Project shall be the Grantee's obligation and shall be identified under the appropriate Tax Identification Number.
19. **ACCESS TO RECORDS:** The State of Alabama, through ADCNR auditors and/or Alabama Examiners of Public Accounts, and the Federal Government, through any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, records of the Grantee, and any lower tier recipients which are reasonably related to this Agreement. Grantee agrees to assist with any such audit as requested by ADCNR and further agrees to the following:

- a. Grantee shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for six (6) years after date of final payment under this Agreement or as otherwise required pursuant the Department of Conservation and Natural Resources Records Disposition Authority (requirements current as of date of this Agreement available at: https://archives.alabama.gov/officials/rdas/conservation_rda.pdf), whichever period expires later, for inspection by any of the above entities, and copies thereof shall be furnished, if requested.
- b. Pursuant to Alabama Act No. 94-414, Grantee must forward a copy of every audit report issued in connection with funding provided under this Agreement where public funds are received and/or disbursed to: Department of Examiners of Public Accounts, P. O. Box 302251, Montgomery, Alabama 36130-2251, ATTN: Audit Report Repository; or to Central.Records@Examiners.Alabama.gov. Grantee shall also simultaneously therewith forward a copy of same to ADCNR.
- c. The provisions of this Paragraph shall survive the Agreement Term and remain a continuing obligation of Grantee.

20. INSURANCE: Grantee is self-insured for general liability purposes. Grantee shall, at all times during the term of this lease, maintain sufficient cash reserves dedicated to the payment of claims, and maintain the present financial ability to pay claims, in the amount of \$100,000.00 for injury to or death of one person; \$300,000.00 for injury or death to more than one person growing out of one accident; and \$100,000.00 for property damage loss.

21. TERMINATION: In addition to terms of Paragraphs 8, 25, and 37, this Agreement may be terminated as follows:

- a. If, in the determination of ADCNR, Grantee fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice to Grantee, pursuant to Paragraph 32, of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.

- b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Grantee, pursuant to Paragraph 32, of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.
 - c. If the Agreement is terminated by ADCNR, as provided herein, Grantee shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Grantee shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.
22. **PRESS / EVENTS:** Grantee shall notify the ADCNR of the location, date, and time of any press conferences, press releases, etc. related to this Project at least five (5) working days prior to the scheduled event or release.
23. **CONFLICT OF INTEREST CERTIFICATION:** The Grantee by his/her/its signature, certifies to the best of his/her/its knowledge and belief, no conflicts of interest existed or now exist which have, may have or have had any effect on this Agreement or any expenditure of funds associated with this Agreement. In addition, in the event Grantee cannot maintain this certification at any point during the Agreement Term, Grantee shall immediately notify ADCNR in writing at the address set forth in Paragraph 32 and suspend performance of services under this Agreement as well as any expenditure of funds under this Agreement until the potential conflict of interest is resolved to ADCNR's satisfaction.
24. **NONDISCRIMINATION:** Grantee agrees to comply with all federal and state laws which prohibit discrimination, including on the basis of race, color, religion, age, sex, pregnancy, national origin, genetic information, veteran status or disability.
25. **PRORATION:** In the event of the proration of the fund from which payment under this Agreement is to be made, the Agreement will be subject to termination.
26. **NOT A DEBT OF THE STATE:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.
27. **ALTERNATIVE DISPUTE RESOLUTION:** In the event of any dispute between the Parties, senior officials of both Parties shall meet and engage in a good faith attempt to

resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the Parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

28. **IMMIGRATION:** By signing this Agreement, the Grantee affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if found to be in violation of this provision, Grantee shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
29. **NOT ENTITLED TO MERIT SYSTEM:** Grantee understands and agrees that nothing in this Agreement entitles Grantee to any benefits of the Alabama State Merit System.
30. **BOYCOTT:** In compliance with Alabama Act No. 2016-312, Grantee hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.
31. **ECONOMIC BOYCOTT:** In compliance with Ala. Act No. 2023-409, by signing this Agreement, Grantee provides written verification that Grantee, without violating controlling law or regulation, does not and will not, during the term of the Agreement engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.
32. **NOTICE:** Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement will be as set forth below, unless and until updated information is provided:

All notices required to be given to ADCNR shall be sufficient if sent by certified mail or overnight courier to the following address:

To ADCNR:

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

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All notices required to be given to the Grantee shall be sufficient if sent by certified mail or overnight courier to the following address:

To Grantee:

City of Mobile
Attention: William S. Stimpson, Mayor
P.O. Box 1827
Mobile, AL 36633-1827

33. **SEVERABILITY:** In the event any terms or provisions of this Agreement are deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms or provisions hereof.
34. **GOVERNING LAW / SOVEREIGN IMMUNITY:** This Agreement and related matters shall be construed in accordance with and governed by the substantive and adjective laws of the State of Alabama, including but not limited to the State's right of immunity from suit as provided by Article 1 Section 14 of the Official Recompilation of the Constitution of Alabama of 1901, as amended, without regard to its conflicts of law provisions.
35. **CHOICE OF LAW / VENUE:** Grantee agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the Circuit Court of Montgomery County, Alabama.
36. **ENFORCEMENT OF RIGHTS AND OBLIGATIONS:** Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.
37. **FORCE MAJEURE:** In the case of a Force Majeure Event as defined herein, ADCNR reserves the right to immediately terminate the Agreement without prior notice to Grantee. Should this occur, neither party shall be liable for or be considered in breach of this Agreement due to any failure to perform its obligations as a result of a cause beyond its control, including, without limitation: (i) acts of God; (ii) flood, fire or explosion; (iii) actions, embargoes, quarantines, or blockades in effect on or after the date of this Agreement; (iv) national, state, or regional emergency whether ongoing or occurring on or after the date of this Agreement; (v) public health emergencies, outbreak, epidemic, or pandemic, whether ongoing or occurring on or after the date of this Agreement, including, without limitation, COVID-19; or (vi) any other event which is beyond the reasonable control of such party (each of the foregoing, a "Force Majeure Event").
38. **NO AGENCY:** By entering into this Agreement, Grantee understands and agrees it is not an agent of the State, its officers, employees, agents or assigns. The Grantee is an

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independent entity from the State and nothing in this Agreement creates an agency relationship between the Parties.

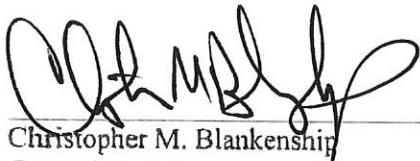
39. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

40. **SUPERSEDES:** ADCNR and grantee represent that this Agreement supersedes all proposals, oral and written, all previous contracts, agreements, negotiations, and all other communications between the parties with respect to the subject matter hereof.

41. **REVIEW AND EXECUTION:** Grantee acknowledges and agrees that it has had the opportunity to seek legal counsel in connection with reviewing and executing this Agreement. Accordingly, any rule of law or legal decision potentially requiring interpretation of any claimed ambiguity in this Agreement against the drafting party shall have no application and is expressly waived by Grantee.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized.

ADCNR:


Christopher M. Blankenship
Commissioner

Date: 12-2-24

APPROVED LEGAL


GRANTEE:



William S. Stimpson
2024.11.20 08:44:05
-06'00'

Signature

Printed Name

Title





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Reviewed By Accounting

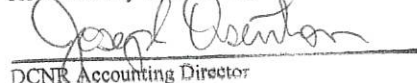

DCNR Accounting Director

EXHIBIT A

State of Alabama
Gulf of Mexico Energy Security
Act of 2006 Disbursement
Justification

Background:

The Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of Mexico. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects. The GOMESA authorizes uses of the proceeds for the following purposes:

- a. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
- b. Mitigation of damage to fish, wildlife, or natural resources;
- c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
- d. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and
- e. Planning assistance and the administrative costs of complying with GOMESA.

Project Description:

Mobile Riverfront Park Enhancements Phase II -- City of Mobile

The City of Mobile has been dedicating efforts to further improvements at its Mobile Riverfront Park (Cooper Riverside Park) located along the Mobile River. The City has been utilizing Phase I GOMESA project funding (G-CMRPE/21/CM) to further planning, engineering & design, and permitting associated with repairing/replacing failing shoreline stabilization structures along the Great Lawn and South Coffey Cell areas of the Park's Mobile River waterfront as well as future upland Park amenity enhancements associated with the Great Lawn area of the Park. (See Figure 1 as to location Great Lawn and South Coffey Cell areas.) As priority implementation actions pursuant to its Phase I funding, the City will be completing construction work associated with repair/replacement as to ~800 linear feet of a bulkhead shoreline stabilization structure along the Great Lawn waterfront and initiating an additional ~55 linear feet of stabilizing construction along the South Coffey Cell. The structural scope of work is to construct a tied-back bulkhead concept for the South Coffey Cell, similar to Great Lawn bulkhead. The proposed concept will also require the temporary removal of the statue above the Cell, demolition and replacement of the fountain

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behind the Cell, demolition and replacement of decorative masonry walls and the concrete stairs leading from the Cell down to the Park to the north. Existing pavement, a light pole, and planter walls within the footprint of the work will also require demolition and replacement. (See Figure 2 for location of shoreline stabilization activities.)

This Phase II project funding will leverage Phase I funding to achieve construction completion associated with shoreline stabilization along the South Coffey Cell waterfront and also achieve completion as to upland Park amenity enhancements. (See Figure 2) The City's completion of South Coffey Cell shoreline stabilization efforts is critical, as citizens and visitors have not had full access to the Park's waterfront for an extended period of time due to ongoing safety concerns related to the deteriorated condition of existing shoreline stabilization structures. In addition, repair/replacement of the waterfront stabilizing structure is essential to prevent shoreline failure and to protect the coastline and downtown Mobile infrastructure against impacts from tropical storms and hurricanes, as well as wave action from activities including those associated with utilization of the Port of Mobile.

The shoreline stabilization construction activities, while immediately necessary, will result in impacts to the upland Park areas that will require disturbance/repairs that make completion of upland enhancements a priority action for the City. The City's broader vision as to Park enhancements for public access and recreation includes providing improvements within the upland Great Lawn area behind the shoreline stabilization construction. While the planning, design, and permitting activities are underway with Phase I funding, implementation of upland Great Lawn enhancements could not be initiated until shoreline stabilization construction approached or achieved completion. Accordingly, Phase II funding will be utilized to implement enhancements such as expanded green space that will accommodate larger public outdoor events and establish connectivity to a walking/exercise loop around the Mobile Convention Center.

More specifically, the new waterfront bulkhead concept under construction integrates a closer shoreline experience with an upper (+5.5) elevation and a lower (+3.5) elevation centered within the common Park space. The anticipated park site design will feature sidewalk pavement integrating the bulkhead with a curvilinear seat wall feature. Additional upland areas of the Park will be enhanced with a new concrete paver walking path. As required, existing seat walls, granite edge pavers, etc., will be altered, repaired or removed allowing integration and accessibility for park users. Overall, existing perimeter security fencing, new bulkhead handrails, boat vessel mooring cleats, architectural bollards, architectural light poles, etc., are being reinstalled, replaced or added as part of implementing these anticipated enhancements. In addition, an expanded green space will provide the City with the ability to accommodate larger public outdoor events at the Park and in conjunction with activities at the Mobile Convention Center. (See Figure 2 as to Upland Amenity Enhancements.) These types of Park amenities will enhance the opportunity for users of all abilities to enjoy the river view and gain an appreciation for the importance of conserving the state's unique natural resources.

Completion of shoreline stabilization efforts is critical to halting the adverse ecological impacts currently being experienced due to ongoing erosion issues. In addition to these restoration and conservation outcomes being an important step toward mitigating damage to fish, wildlife and natural resources, a collapse of any segment of the shoreline stabilization structures would cause significant additional natural resource and infrastructure damage that would be far more costly to repair/replace. Furthermore, completion of the shoreline stabilization construction activities will mitigate impacts of outer Continental Shelf activities through the funding of an onshore infrastructure project.

The Mobile Bay National Estuary Program's Comprehensive Conservation & Management Plan (CCMP) for Alabama's Estuaries & Coast 2019-2023 seeks to enhance public access to the water and natural landscapes under Ecosystem Restoration and Protection-5 (ERP-5). In addition, Section 309(a)(3) of the Alabama Coastal Area Management Program (ACAMP) seeks to attain increased opportunities for public access to coastal areas of recreational, historical, aesthetic, ecological, or cultural value. This project will preserve and enhance an important connection to the Mobile River in a populated area of coastal Alabama where public access to the waterfront and natural resources is limited. This project will enhance public outdoor recreational opportunities not only within the City of Mobile but also across the State of Alabama's coastal communities.

Project Duration:

This project is expected to take approximately twenty-four (24) months from the execution of the Agreement.

Project Costs:

Funding will be provided to the Grantee as two installments.

The first installment will be disbursed following execution of the Agreement for this project and submission of an invoice for payment of Allowable Costs that includes (1) satisfactory certification Grantee remains in compliance with insurance requirements established pursuant to Paragraph 20 of the Agreement; (2) satisfactory verification that all engineering & design is complete; (3) satisfactory verification that sufficient funding is in place to achieve project completion as to South Coffey Cell stabilization work; and (4) satisfactory verification that all previously disbursed funds under Phase I and Phase II, if any, have been and will be used for Allowable Costs.

The second installment will be disbursed following submission of an invoice for payment of Allowable Costs that includes (1) satisfactory certification Grantee remains in compliance with insurance requirements established pursuant to Paragraph 20 of the Agreement; (2) satisfactory verification that all engineering & design as to the Upland Amenity Enhancements within the Great Lawn area is complete; (3) satisfactory verification that sufficient funding is in place to achieve

project completion as to the Upland Park Amenity Enhancements within the Great Lawn area; and (4) satisfactory verification that all previously disbursed funds under Phase I and Phase II, if any, have been and will be used for Allowable Costs.

Anticipated Costs:

Installment	Category	Estimated Cost
1	Additional costs in addition to Phase I funding related to Construction Services, Grant Administration, and Construction Costs associated with Shoreline Stabilization Repairs/Improvements along the South Coffer Cell Waterfront.	\$745,000
2	Additional costs in addition to Phase I funding related to Construction Services, Grant Administration, and Implementation costs associated with Upland Amenity Enhancements to the Great Lawn area.	\$2,278,667
Total GOMESA Funding Not to Exceed		\$3,023,667

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Grant Agreement.

Nexus to Authorized Use:

This project meets the criteria set forth in authorized uses: (a) Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; (b) Mitigation of damage to fish, wildlife, or natural resources; (c) Implementation of a federally approved marine, coastal, or comprehensive conservation management plan; and (d) Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects.

Submitted and Approved By:

William S. Stimpson

William S. Stimpson
2024.11.20 08:47:29
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William S. Stimpson, Mayor
City of Mobile



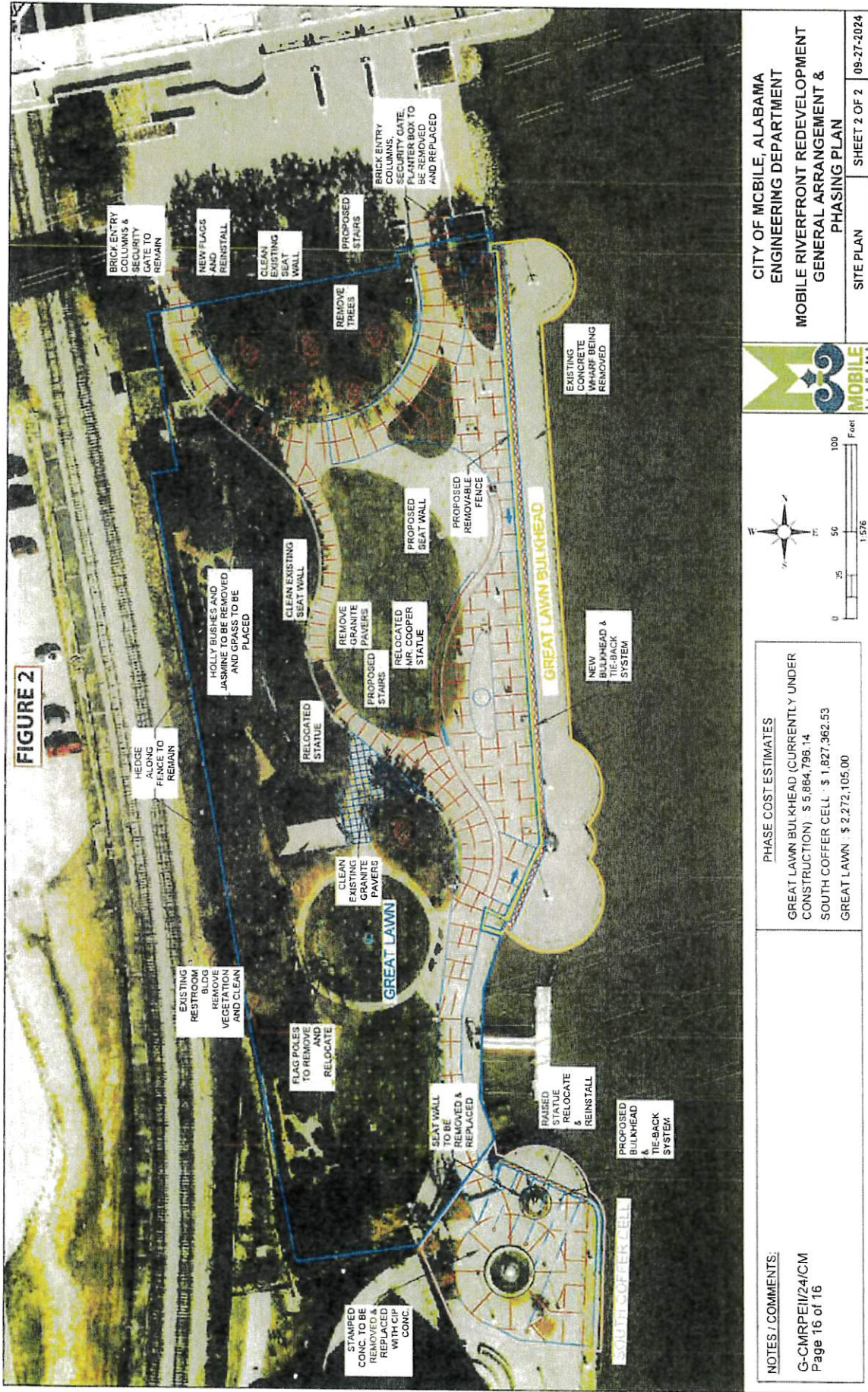
Lisa C. Stimpson

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FIGURE 1

CITY OF MOBILE, ALABAMA ENGINEERING DEPARTMENT MOBILE RIVERFRONT REDEVELOPMENT GENERAL ARRANGEMENT & PHASING PLAN		PHASE PLAN	SHEET 1 OF 2 09-27-2024
PHASE COST ESTIMATES	GREAT LAWN BULKHEAD (CURRENTLY UNDER CONSTRUCTION) : \$ 5,884,796.14 SOUTH CORNER CELL : \$ 1,827,362.53 GREAT LAWN : \$ 2,272,105.00	NOTES / COMMENTS: G-CMRPEII/24/CM Page 15 of 16	0 25 50 100 Feet 1:576



01-1011

2024

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a GOMESA Grant Agreement between the City of Mobile and the Alabama Department of Conservation and Natural Resources (ADCNR), or one worded substantially the same, for Mobile Riverfront Park Enhancements, and to take all actions necessary to effectuate said Agreement, as outlined in the Agreement attached hereto and made a part hereof as though set forth in full.

Adopted: OCT 29 2024

Lana Paffenbarger

~~ENVISS~~ City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 17, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

To authorize execution of the Settlement Agreement and Release of Claims for Davilyn Populus

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution.Settlement Populus

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Davilyn Populus, as outlined in the Settlement Agreement and Release of Claims. A copy of the said settlement agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 17, 2025

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution_FTZ Operator
2. FTZ Operator Agreement

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are authorized to execute and attest, respectively, for and on behalf of the City of Mobile, the Foreign Trade Zone Operator Agreement for operator services between the City of Mobile and Merchants Transfer Company, attached hereto or one with wording substantially similar, and made apart hereof, as though set forth in full, and to take such further action necessary to effectuate the Agreement. A copy of said Agreement is on file in the office of the City Clerk.

ADOPTED:

City Clerk

FOREIGN-TRADE ZONE OPERATOR AGREEMENT

THIS AGREEMENT is made and entered into on this the ___ day of _____, 2025, the City of Mobile, an Alabama Class 2 municipal corporation; hereinafter referred to as "City" or "Grantee", and MERCHANTS TRANSFER COMPANY, an Alabama corporation hereinafter referred to as "Operator".

WITNESSETH:

WHEREAS, on or about February 24, 1983 and pursuant to the Foreign-Trade Zones Act of 1934, as amended (19 U.S.C. 81a-81-u), the City received a grant from the U.S. Foreign-Trade Zones Board, to establish, operate, and maintain a foreign-trade zone which is designated as Foreign-Trade Zone No. 82; and

WHEREAS, the purpose of the foreign-trade zone program is to encourage, facilitate, and expedite U.S. participation in international trade, which in turn fosters economic development and increases employment opportunities; and

WHEREAS, certain facilities of Operator, said facilities including but not limited to 1200 Papermill Road and 1201 Papermill Road, Mobile, AL 36610 are within, have been, or shall be designated as foreign-trade zone sites by a grant of authority issued by, or to be issued by, the Foreign-Trade Zones Board, such site or sites to be singularly or collectively referred to as "Site;" ; and

WHEREAS, certain facilities of Operator are within, have been, or shall be designated as foreign-trade zone sites by a grant of authority issued by, or to be issued by, the Foreign-Trade Zones Board, such site or sites to be singularly or collectively referred to as "Site;" ; and

WHEREAS, pursuant to certain regulations promulgated by the federal Foreign-Trade Zones Board, 15 C.F.R. Part 400, Grantee is now required to enter into an agreement with each operator to carry out the objectives of the zone program, to identify roles and responsibilities, and to provide indemnification to the Grantee; and

WHEREAS, Operator desires to conduct certain activities on the Site and to avail itself of the rights and privileges attendant to operating in a foreign-trade zone; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto agree as follows:

I. AUTHORITY GRANTED/ACCEPTED

1.1 Authority Granted: City hereby agrees that Operator may use the Site as a foreign-trade zone, subject to all terms and conditions of this Agreement, and for the term specified herein and any extension thereof.

1.2 Authority Accepted: Operator hereby accepts the foreign-trade zone status for the Site and hereby agrees to operate the Site in accordance with the terms and conditions of this Agreement, the effective Zone Schedule, and any applicable standards of operation, rules or regulations which now exist, or which may in the future be instituted or amended by City, the Bureau of Customs and Border Protection, the Foreign-Trade Zones Board or any other federal, state, county, or local authority relating to occupancy or use of the Site.

II. EFFECTIVE DATE AND DURATION OF AGREEMENT

2.1 This Agreement shall be effective as of the ____ day of _____, 2025, and shall continue in effect for a term of Five (5) years unless extended or sooner terminated as herein provided, and shall automatically renew for successive five (5) year terms, on the same terms and conditions, unless terminated as herein provided. However, should this Agreement automatically renew, Operator will be bound by the fees contained in the then current Zone Schedule, and any future changes in the Zone Schedule. Notwithstanding the foregoing, one year from the effective date of this Agreement, any party hereto shall have the absolute right and authority to terminate this Agreement, without cause and without liability to any other party hereto, upon giving one hundred and eighty (180) days advance, written notice of such termination to all parties.

III. STANDARDS OF OPERATION

3.1 Operational Management Procedures: Operator shall establish operating standards for the Site, which shall conform to all applicable requirements of City, the Bureau of Customs and Border Protection, the Foreign-Trade Zones Board, and any other federal, state, county, or local authority with authority to regulate in this area. Operator shall operate in conformance with said

operating standards for the term of this Agreement, and shall ensure the compliance of other parties operating at the Site.

3.2 Right of Entry: City, its contracted Administrator, the Bureau of Customs and Border Protection, the Foreign-Trade Zones Board, and any other federal, state, county, or local authority, or their authorized agents or representatives, shall have the right to enter the Site at all reasonable times, to inspect the Site and to ensure that all activities conform to the operating standards promulgated by City and the requirements of this Agreement. City or its contracted Administrator shall provide Operator with forty-eight (48) hours prior to its entry for inspection. Where possible, any such entry shall be limited to normal working hours and shall be made in accordance with the established security procedures of Operator. Operator shall have no claim against City or its contracted Administrator for interference with Operator's interests during such period of entry.

IV. RECORD KEEPING

4.1 Annual Reporting: Within sixty (60) days after the close of each calendar year during the term of this Agreement, or the expiration hereof, Operator shall submit to the Foreign-Trade Zones Board, via its online electronic interface, such reports as may be required by the Foreign-Trade Zones Board. Said reports shall include, but not be limited to, all information required for the annual report to the Foreign-Trade Zones Board. Grantee, at its discretion, may require Operator to submit any such reports in electronic or hard-copy form to Grantee or its contracted Administrator, either of which may edit such reports in filing Grantee's overall annual report to the Foreign-Trade Zones Board.

4.2 Activity Reports: Within fifteen (15) days after the end of each month during the term of this Agreement, or the expiration thereof, Operator shall, if requested by City, submit financial statements or activity reports containing such information as may be required by City to comply with requests of the Foreign-Trade Zones Board, the Bureau of Customs and Border Protection, or any other authorized federal, state, county, or local agency. All such statements or reports shall be signed by an appropriate officer of the Operator, certifying that said statements or reports are true, correct, and accurate. All such information obtained from Operator shall be kept confidential, except for such information which is required to be made public by the Foreign-

Trade Zones Board, the Bureau of Customs and Border Protection, or which shall be determined to be public information under applicable federal, state, or local laws.

4.3 Notification: Operator shall promptly notify City and its contracted Administrator of any audit, investigation, or additional reporting requirements instituted by the Bureau of Customs and Border Protection, the Foreign-Trade Zones Board, or any federal, state, county, or local governmental agency which concerns foreign-trade zone operations within the Site. Operator agrees to furnish copies to City of all such requests for documentation, together with any response thereto.

4.4 Audit: City, or its designated representatives reserve the right to audit Operator's books, financial statements, and records with respect to its zone operations for the purpose of verifying the information provided by Operator under this section.

4.5 Conformance: In the event it is determined that the operations of Operator are not in conformance with the requirements of City, the Bureau of Customs and Border Protection, or the Foreign-Trade Zones Board, Operator agrees to take whatever steps are necessary to immediately remedy the situation. In the event the deficiency cannot be corrected within five (5) working days after notification, Operator shall prepare a written plan of performance outlining the measures to be taken to ensure conformance with said requirement and the time period required therefor, which shall be subject to approval by City.

4.6 Retention: Operator shall retain all receiving, shipping, financial, and accounting records concerning foreign-trade zone operations for five (5) years after the date of the act or occurrence. All such records shall be made available for inspection and audit by any appropriate governmental agency, City, or its contracted Administrator during normal business hours. Notwithstanding any of the foregoing, any of the information regarding the Operator shall be kept confidential by the City or its contracted Administrator and shall not be disclosed to any other person, except for disclosure of such information as shall be required under federal, state, or local laws. The City agrees to provide advance written notice to the Operator or any intended disclosure, and to allow the Operator thirty (30) days to object and to take judicial and/or administrative measures to support the confidentiality of the information.

V. ADVERTISING

5.1 City reserves the right on behalf of itself and its contracted Administrator to advertise the fact that Operator is a foreign-trade zone user in general promotions for Foreign-Trade Zone No. 82.

VI. OPERATOR FEES

6.1 Operator Fees: Operator agrees to pay the City's contracted Administrator certain fees in accordance with the terms of Exhibit "A", which is attached hereto and incorporated herein by reference. Operator agrees to pay to Administrator interest at the rate of one and one-half (1 1/2%) per month on all sums not received by the due date. In addition, any sums not received by Administrator by the due date shall constitute a breach of this Agreement and shall give rise to any of the remedies provided for by this Agreement. Notwithstanding the foregoing, no interest shall be due and no breach of this Agreement occur until ten (10) days after City or its contracted Administrator has provided Operator with written notice that said fees are due and unpaid.

VII. INDEMNIFICATION

7.1 Hold Harmless: It is an express condition of this Agreement that Operator shall protect, defend, indemnify, and hold harmless City, its elected officials, directors, officers, agents, representatives, and employees, from and against any and all liabilities, charges, demands, suits, claims, losses, fines, expenses or judgments arising by reason of the injury or death of any person, or loss or damage to any property, from any cause and of any nature whatsoever arising out of, or incidental to this Agreement or activities or operations on the Site. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

Further, Operator agrees to indemnify and hold City, its elected officials, directors, officers, agents, representatives, and employees harmless from any fines, fees, penalties, damages, claims, expenses, or causes of action of any nature whatsoever arising out of any act, omission or incident of Operator or their officers, representatives, agents, employees, contractors, subcontractors, licensees or invitees including but not limited to, such fines, duties, liquidated damages or penalties as might be assessed by the Bureau of Customs and Border

Protection. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

Operator shall post and maintain for the duration of this Agreement a Customs Bond, at Operator's sole expense, in such amount as shall be determined by the Bureau of Customs and Border Protection.

VIII. INSURANCE

8.1 Operator agrees to obtain and continuously maintain in effect during the term of this Agreement and any extension thereof, insurance against such risks as are customarily insured against by businesses of like size and type, paying as the same come due all premiums with respect thereto, with a uniform standard extended coverage endorsement limited only as may be provided in the standard form of extended coverage at the time in use in the State of Alabama. All such policies shall be obtained and maintained in generally recognized, responsible insurance companies qualified under the laws of the State of Alabama to assume the risks undertaken. Operator shall obtain and continuously maintain in effect during the term of this Agreement comprehensive public liability insurance with respect to its use and occupation of the Site with limits sufficient to reasonably cover all activities of Operator, but in no event less than One Million (\$1,000,000.00) Dollars per occurrence as to bodily injury, including death, and damage to property, with an aggregate limit of Three Million (\$3,000,000.00) Dollars, such limits can be a combination of primary and excess coverage. All such policies required herein shall name as addition insureds, to the full extent of the coverage, City, its elected officials, directors, officers, agents, and employees. Operator shall provide a certificate of insurance to City, and Operator shall endeavor to give City- thirty (30) days advance, written notification of any cancellation or modification of the policy.

IX. TERMINATION

9.1 Default: In the event of Operator's breach of any of the provisions of this Agreement, City shall give to Operator written notice of default. In the event said default is not remedied within thirty (30) days from the date of notice of default, City shall have the right to terminate this Agreement. City reserves the right to assert whatever remedies are available, in equity or at

law, to collect any sums due hereunder, to enforce any provisions of this Agreement, to collect damages for breach of contract, or to effect or obtain any other available remedy.

An assignment for the benefit of creditors, the appointment of a receiver, any proceedings in bankruptcy, whether voluntary or involuntary, or any act of Operators insolvency shall be deemed to be a breach of this Agreement.

9.2 Attorneys' Fees: Operator agrees to pay reasonable attorneys' fees and all reasonable costs of legal proceedings if it becomes necessary to employ an attorney or legal process to collect any amounts due hereunder or to enforce any provisions of this Agreement upon default by Operator.

9.3 Withdrawal of Grant: If the Foreign-Trade Zone grant to City should be revoked or canceled, this Agreement shall terminate upon notification by City, and Operator shall have no claim against City by reason of such revocation or termination, and Operator shall have no further interest in the subject matter of this Agreement, except to remit to City's contracted Administrator such sums as may be due pursuant to this Agreement before the date of such revocation or cancellation. The City agrees to immediately notify the Operator of the revocation or cancellation and to cooperate in the Operator's efforts to obtain transfer of sponsorship to another eligible foreign trade zone grantee.

X. NOT JOINT VENTURER

10.1 City, its contracted Administrator, and Operator are not, and shall never be considered as, joint venturers, partners, or agents of each other, and none shall have the power to bind or obligate the other except as set forth in this Agreement.

XI. NONDISCRIMINATION

11.1 Nondiscrimination: Operator, for itself, its successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree to use its best efforts to comply with all applicable Federal, State, and Municipal anti-discrimination laws and regulations.

XII. MISCELLANEOUS

12.1 Waiver: No failure of any party hereto to exercise any right or power given it hereunder, or to insist upon strict compliance by any other party hereto of any obligations

hereunder, and no custom or practice at variance with the terms hereof, shall constitute a waiver of any party's right to demand exact compliance with the terms hereof.

12.2 Integration: This Agreement contains the entire agreement of the parties, and no representation, inducement, promise, or agreement, oral or otherwise, not embodied herein shall be of any force or effect, and cannot be altered or amended except in writing and signed by all parties hereto. The terms of this Agreement take precedence over any conflicting provisions contained in the Zone Schedule issued by City.

12.3 Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns. Provided, however, that this paragraph is in no way to be construed as granting to Operator the right to assign this Agreement or any interest herein without the express prior written approval of City.

12.4 Non-assignability: Operator shall not assign this Agreement or any interest hereunder to any other party without the prior written approval of City except for any transfer to a related party (including subsidiaries, affiliates or Parent company) of which the Operator shall notify the City.

12.5 Construction: This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, except where federal law has preempted such application. If any provision of this Agreement, is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect the validity of any other provision of this Agreement which shall continue in full force and effect.

12.6 Jurisdiction 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 would be Mobile, Alabama.

12.7 Notices: All notices required or permitted by this Agreement, unless otherwise provided, shall be mailed to the City's contracted Administrator by first class mail at the following address:

Mobile Foreign-Trade Zone Corporation
3705 Riviere du Chien Road
Mobile, Alabama 36693

Copy to: City Clerk, City of Mobile, Alabama
PO Box 1827
Mobile, AL. 36633-1827

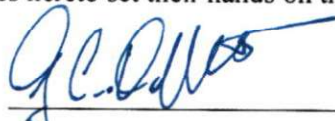
All notices required or permitted by this Agreement, unless otherwise provided, shall be mailed to Operator by first class mail at the following address:

Guy Oswalt
Director of Real Estate, Merchants Transfer Co.
P.O. Box 487
Mobile, AL 36601
M (251)-895-3130
goswalt@merchantstransfer.com

Copy to: Ben W. Taul, Vice President, Operations
P.O. Box 487
Mobile, AL 36601
(M) 251-591-3637
btaul@merchantstransfer.com

IN WITNESS WHEREOF, the parties hereto set their hands on the date first written above.

CITY OF MOBILE



MERCHANTS TRANSFER COMPANY
Name: Guy C. Oswalt as its Director

BY: _____

William S. Stimpson

Its: Mayor

Attest:

Lisa Carroll
City Clerk

Exhibit "A"

**Mobile Foreign-Trade Zone
Schedule of Non-Manufacturing Fees**

OPERATOR FEE

Amount:

- Option A: \$35.00 per transaction; or
- Option B: \$833.33 per month, which includes 40 transactions per month. An additional fee shall be charged for each transaction over 40 transactions as follows:
- | | |
|-----------------------------|--------------|
| Transactions 41 through 60 | \$20.00 each |
| Transactions 61 through 100 | \$15.00 each |
| Transactions 101 and over | \$10.00 each |
- Option C: \$2000.00 per month, which includes an unlimited number of transactions.
- Payable: Fixed monthly fee is due and payable in advance on the first day of each month. Transactions fees are due and payable thirty (30) days from the date of invoice. Operator fees commence upon activation by the U.S. Customs Service.
- For: Routine Foreign-Trade Zone operations

**Mobile Foreign-Trade Zone
Schedule of Fees for
Manufacturing/Production Operators**

ANNUAL OPERATOR FEES

The fee for the first year of operations shall be \$15,000.00.

The fee for each subsequent year shall be determined by the level of Zone-related activity for the previous year.

Annual fees shall commence upon the date of approval for activation by U.S. Customs and Border Protection.

Annual Value of Merchandise	Annual Fee
Less than \$50,000	\$0
\$50,000 to \$1,999,999	\$5,000.00
\$2 million to \$4,999,999	\$10,000.00
\$5 million to \$9,999,999	\$15,000.00
\$10 million to \$25 million	\$20,000.00
Over \$25 million	\$25,000.00

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 the East Terminus of
Leighton Place Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted May 13, 2025, a public hearing will be held on the 17th day of June, 2025, at 10:30 a.m., to consider adoption of an ordinance for the proposed modification of a previously approved Planned Unit Development for property located at the East Terminus of Leighton Place Drive

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planned Unit Development was approved on January 5, 2023, to allow reduced front yard and side yard setbacks, and increased site coverage in an R-1, Single-Family Residential Suburban District, on property located at the East terminus of Leighton Place Drive and described as follows:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE ALONG THE EAST LINE OF SAID QUARTER, RUN SOUTH 00 DEGREES, 01 MINUTES, 00 SECONDS EAST 1023.30 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING SOUTH 00 DEGREES, 45 MINUTES, 07 SECONDS WEST ALONG SAID EAST LINE OF SAID QUARTER, RUN A DISTANCE OF 507.14 FEET TO THE NORTHEAST CORNER OF THE COMMON AREA, AS SHOWN IN THE PLAT OF LEIGHTON VILLAGE, AS RECORDED IN INSTRUMENT NUMBER 2023018780, OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID COMMON AREA, RUN NORTH 89 DEGREES, 12 MINUTES, 08 SECONDS WEST 170.24 FEET TO A POINT; THENCE CONTINUE, ALONG SAID NORTH LINE, RUN SOUTH 57 DEGREES 21 MINUTES 05 SECONDS WEST, 223.84 FEET TO THE SOUTHEAST CORNER OF LOT 23, SAID LEIGHTON VILLAGE; THENCE RUN NORTH 32 DEGREES 37 MINUTES 15 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 23, 139.66 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF LEIGHTON PLACE DRIVE AND A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A DELTA ANGLE OF 09 DEGREES 59 MINUTES 31 SECONDS; THENCE RUN NORTHEASTWARDLY, ALONG SAID CURVE AND SOUTH RIGHT-OF-WAY LINE, AN ARC LENGTH OF 4.36 FEET (CHORD BEARS NORTH 52 DEGREES 39 MINUTES 42 SECONDS EAST, 4.35 FEET) TO A POINT; THENCE ALONG THE EAST LINE OF SAID LEIGHTON VILLAGE, RUN NORTH 32 DEGREES 40

MINUTES 47 SECONDS WEST, 50.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID LEIGHTON PLACE DRIVE, SAID POINT ALSO BEING THE SOUTH LINE OF LOT 9, SAID LEIGHTON VILLAGE; THENCE ALONG THE SOUTH LINE OF SAID LOT 9, RUN NORTH 57 DEGREES 32 MINUTES 26 SECONDS EAST, 20.72 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9; THENCE ALONG THE EAST LINE OF SAID LOT 9, RUN NORTH 32 DEGREES 40 MINUTES 03 SECONDS WEST, 139.86 FEET TO THE NORTHEAST CORNER OF SAID LOT 9; THENCE RUN NORTH 57 DEGREES 22 MINUTES 23 SECONDS EAST, 619.78 FEET TO THE POINT OF BEGINNING.

WHEREAS, the owner of said property applied for a major modification of the Planned Unit Development (PUD) on October 21, 2024, to allow reduced front yard and side yard setbacks, and increased site coverage in an R-1, Single-Family Residential Suburban District.

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

1. Revision of the cul-de-sac to provide a 60-foot radius (120-foot diameter);
2. Revision of the site plan to label the proposed street extension with its name and right-of-way width, and labeled as a public right-of-way;
3. Revision of the site plan to label all lots with their sizes in both square feet and acres, or the furnishing of a table on the site plan providing the same information;
4. Revision of the site plan to provide the revised sizes of the lots around the enlarged cul-de-sac in both square feet and acres;
5. Retention of the setback data and site coverage data in the Site Data table;
6. Revision of the site plan to indicate a City-standard public sidewalk along both sides of the proposed street within the right-of-way;
7. Revision of Note #4 to state that the maintenance of the Common Areas/Detention Areas is the responsibility of the property owners and not the City of Mobile;
8. If easements are indicated on the site plan, placement of a note on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder;
9. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat of the associated subdivision;
10. Compliance with all Engineering comments noted in the staff report;
11. Placement of a note on the site plan stating all Traffic Engineering comments noted in the staff report;
12. Compliance with all Urban Forestry comments noted in the staff report; and,
13. Compliance with all Fire Department comments noted in the staff report.

WHEREAS, the City Council finds that the proposed modification:

- A. Is consistent with all applicable requirements of this Chapter;
- B. Is compatible with the character of the surrounding neighborhood;
- C. Will not impede the orderly development and improvement of surrounding property;
- D. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and

- G. Shall not be detrimental or endanger the public health, safety or general welfare.
- H. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

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

1. Revision of the cul-de-sac to provide a 60-foot radius (120-foot diameter);
2. Revision of the site plan to label the proposed street extension with its name and right-of-way width, and labeled as a public right-of-way;
3. Revision of the site plan to label all lots with their sizes in both square feet and acres, or the furnishing of a table on the site plan providing the same information;
4. Revision of the site plan to provide the revised sizes of the lots around the enlarged cul-de-sac in both square feet and acres;
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9. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat of the associated subdivision;
10. Compliance with all Engineering comments noted in the staff report;
11. Placement of a note on the site plan stating all Traffic Engineering comments noted in the staff report;
12. Compliance with all Urban Forestry comments noted in the staff report; and,
13. Compliance with all Fire Department comments noted in the staff report.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 17th day of June, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 21st day of May, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at the East terminus of Leighton Place Drive.

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on January 5, 2023. The owner of said property has applied for a major modification of the PUD to allow reduced front yard and side yard setbacks, and increased site coverage in an R-1, Single-Family Residential Suburban District. If approved, the major modification will allow reduced front yard and side yard setbacks, and increased site coverage in an R-1, Single-Family Residential Suburban District, subject to the following proposed conditions: 1. Revision of the cul-de-sac to provide a 60-foot radius (120-foot diameter); 2. Revision of the site plan to label the proposed street extension with its name and right-of-way width, and labeled as a public right-of-way; 3. Revision of the site plan to label all lots with their sizes in both square feet and acres, or the furnishing of a table on the site plan providing the same information; 4. Revision of the site plan to provide the revised sizes of the lots around the enlarged cul-de-sac in both square feet and acres; 5. Retention of the setback data and site coverage data in the Site Data table; 6. Revision of the site plan to indicate a City-standard public sidewalk along both sides of the proposed street within the right-of-way; 7. Revision of Note #4 to state that the maintenance of the Common Areas/Detention Areas is the responsibility of the property owners and not the City of Mobile; 8. If easements are indicated on the site plan, placement of a note on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder; 9. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat of the associated subdivision; 10. Compliance with all Engineering comments noted in the staff report; 11. Placement of a note on the site plan stating all Traffic Engineering comments noted in the staff report; 12. Compliance with all Urban Forestry comments noted in the staff report; and, 13. Compliance with all Fire Department comments noted in the staff report.

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

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

Sponsored by: Councilmember Ben Reynolds

WHEREAS, a Planned Unit Development was approved on January 5, 2023, to allow reduced front yard and side yard setbacks, and increased site coverage in an R-1, Single-Family Residential Suburban District, on property located at the East terminus of Leighton Place Drive and described as follows:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE ALONG THE EAST LINE OF SAID QUARTER, RUN SOUTH 00 DEGREES, 01 MINUTES, 00 SECONDS EAST 1023.30 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING SOUTH 00 DEGREES, 45 MINUTES, 07 SECONDS WEST ALONG SAID EAST LINE OF SAID QUARTER, RUN A DISTANCE OF 507.14 FEET TO THE NORTHEAST CORNER OF THE COMMON AREA, AS SHOWN IN THE PLAT OF LEIGHTON VILLAGE, AS RECORDED IN INSTRUMENT NUMBER 2023018780, OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID COMMON AREA, RUN NORTH 89 DEGREES, 12 MINUTES, 08 SECONDS WEST 170.24 FEET TO A POINT; THENCE CONTINUE, ALONG SAID NORTH LINE, RUN SOUTH 57 DEGREES 21 MINUTES 05 SECONDS WEST, 223.84 FEET TO THE SOUTHEAST CORNER OF LOT 23, SAID LEIGHTON VILLAGE; THENCE RUN NORTH 32 DEGREES 37 MINUTES 15 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 23, 139.66 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF LEIGHTON PLACE DRIVE AND A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A DELTA ANGLE OF 09 DEGREES 59 MINUTES 31 SECONDS; THENCE RUN NORTHEASTWARDLY, ALONG SAID CURVE AND SOUTH RIGHT-OF-WAY LINE, AN ARC LENGTH OF 4.36 FEET (CHORD BEARS NORTH 52 DEGREES 39 MINUTES 42 SECONDS EAST, 4.35 FEET) TO A POINT; THENCE ALONG THE EAST LINE OF SAID LEIGHTON VILLAGE, RUN NORTH 32 DEGREES 40 MINUTES 47 SECONDS WEST, 50.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID LEIGHTON PLACE DRIVE, SAID POINT ALSO BEING THE SOUTH LINE OF LOT 9, SAID LEIGHTON VILLAGE; THENCE ALONG THE SOUTH LINE OF SAID LOT 9, RUN NORTH 57 DEGREES 32 MINUTES 26 SECONDS EAST, 20.72 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9; THENCE ALONG THE EAST LINE OF SAID LOT 9, RUN NORTH 32 DEGREES 40 MINUTES 03 SECONDS WEST, 139.86 FEET TO THE NORTHEAST CORNER OF SAID LOT 9; THENCE RUN NORTH 57 DEGREES 22 MINUTES 23 SECONDS EAST, 619.78 FEET TO THE POINT OF BEGINNING.

WHEREAS, the owner of said property applied for a major modification of the Planned Unit Development (PUD) on October 21, 2024, to allow reduced front yard and side yard setbacks, and increased site coverage in an R-1, Single-Family Residential Suburban District.

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

1. Revision of the cul-de-sac to provide a 60-foot radius (120-foot diameter);
2. Revision of the site plan to label the proposed street extension with its name and right-of-way width, and labeled as a public right-of-way;
3. Revision of the site plan to label all lots with their sizes in both square feet and acres, or the furnishing of a table on the site plan providing the same information;
4. Revision of the site plan to provide the revised sizes of the lots around the enlarged cul-de-sac in both square feet and acres;
5. Retention of the setback data and site coverage data in the Site Data table;
6. Revision of the site plan to indicate a City-standard public sidewalk along both sides of the proposed street within the right-of-way;
7. Revision of Note #4 to state that the maintenance of the Common Areas/Detention Areas is the responsibility of the property owners and not the City of Mobile;
8. If easements are indicated on the site plan, placement of a note on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder;
9. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat of the associated subdivision;
10. Compliance with all Engineering comments noted in the staff report;
11. Placement of a note on the site plan stating all Traffic Engineering comments noted in the staff report;
12. Compliance with all Urban Forestry comments noted in the staff report; and,
13. Compliance with all Fire Department comments noted in the staff report.

WHEREAS, the City Council finds that the proposed modification:

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

- F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- G. Shall not be detrimental or endanger the public health, safety or general welfare.
- H. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

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

- 1. Revision of the cul-de-sac to provide a 60-foot radius (120-foot diameter);
- 2. Revision of the site plan to label the proposed street extension with its name and right-of-way width, and labeled as a public right-of-way;
- 3. Revision of the site plan to label all lots with their sizes in both square feet and acres, or the furnishing of a table on the site plan providing the same information;
- 4. Revision of the site plan to provide the revised sizes of the lots around the enlarged cul-de-sac in both square feet and acres;
- 5. Retention of the setback data and site coverage data in the Site Data table;
- 6. Revision of the site plan to indicate a City-standard public sidewalk along both sides of the proposed street within the right-of-way;
- 7. Revision of Note #4 to state that the maintenance of the Common Areas/Detention Areas is the responsibility of the property owners and not the City of Mobile;
- 8. If easements are indicated on the site plan, placement of a note on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder;
- 9. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat of the associated subdivision;
- 10. Compliance with all Engineering comments noted in the staff report;
- 11. Placement of a note on the site plan stating all Traffic Engineering comments noted in the staff report;
- 12. Compliance with all Urban Forestry comments noted in the staff report; and,
- 13. Compliance with all Fire Department comments noted in the staff report.

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

Adopted:

Lisa Lambert, City Clerk

**195, LLC
East terminus of Leighton Place Drive
Council District 4
Ben Reynolds**



THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

May 8, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on December 19, 2024, considered the request of 195, LLC for a Major Modification of a previously approved Planned Unit Development (PUD) allowing reduced front yard and side yard setbacks, and increased site coverage in an R-1, Single-Family Residential Suburban District, for the property located at the East terminus of Leighton Place Drive.

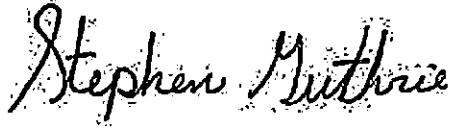
After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Revision of the cul-de-sac to provide a 60-foot radius (120-foot diameter);
2. Revision of the site plan to label the proposed street extension with its name and right-of-way width, and labeled as a public right-of-way;
3. Revision of the site plan to label all lots with their sizes in both square feet and acres, or the furnishing of a table on the site plan providing the same information;
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8. If easements are indicated on the site plan, placement of a note on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder;
9. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat of the associated subdivision;
10. Compliance with all Engineering comments noted in the staff report;

11. Placement of a note on the site plan stating all Traffic Engineering comments noted in the staff report;
12. Compliance with all Urban Forestry comments noted in the staff report; and,
13. Compliance with all Fire Department comments noted in the staff report.

Copies of the application and reports are attached.

Sincerely,

A handwritten signature in cursive script that reads "Stephen Guthrie". The ink is dark and the signature is fluid.

Stephen Guthrie
Deputy Director, Planning & Zoning Department

dla
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

REVISED

January 24, 2025

195, LLC
549 Congress Street
Mobile, Alabama 36603

Re: East terminus of Leighton Place Drive
MOD-003120-2024
Leighton Village Subdivision, Phase III
195, LLC
District 4

Major Modification of a previously approved Planned Unit Development allowing reduced front yard and side yard setbacks, and increased site coverage in an R-1, Single-Family Residential Suburban District.

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

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

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

- a. The request is consistent with all applicable requirements of this Chapter;
- b. The request is compatible with the character of the surrounding neighborhood;
- c. The request will not impede the orderly development and improvement of surrounding property;
- d. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- e. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- f. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- g. The request shall not be detrimental or endanger the public health, safety or general welfare.
- h. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

1. Revision of the cul-de-sac to provide a 60-foot radius (120-foot diameter);
2. Revision of the site plan to label the proposed street extension with its name and right-of-way width, and labeled as a public right-of-way;
3. Revision of the site plan to label all lots with their sizes in both square feet and acres, or the furnishing of a table on the site plan providing the same information;
4. Revision of the site plan to provide the revised sizes of the lots around the enlarged cul-de-sac in both square feet and acres;
5. Retention of the setback data and site coverage data in the Site Data table;
6. Revision of the site plan to indicate a City-standard public sidewalk along both sides of the proposed street within the right-of-way;
7. Revision of Note #4 to state that the maintenance of the Common Areas/Detention Areas is the responsibility of the property owners and not the City of Mobile;
8. If easements are indicated on the site plan, placement of a note on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder;
9. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat of the associated subdivision;
10. Compliance with all Engineering comments noted in the staff report;
11. Placement of a note on the site plan stating all Traffic Engineering comments noted in the staff report;
12. Compliance with all Urban Forestry comments noted in the staff report; and,
13. Compliance with all Fire Department comments noted in the staff report.

The advertising fee for this application based on the current legal description is **\$691.98**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

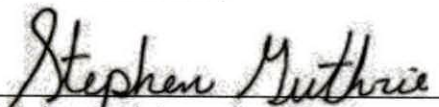
If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION

Jennifer Denson, Secretary

By:



Stephen Guthrie

Deputy Director of Planning and Zoning



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:	195, LLC	
Firm:	195, LLC	
Phone:	251-298-8129	
Email:	contact@acre.dev	
Address:	PO Box 7845, Mobile, AL 36670	

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

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

Revised February 2023

	Owner	Design Professional
Name:	Two owners	Anchor Engineering
Firm:		
Phone:		(251) 459-8470
Email:		dsmith@anchoreng.com
Address:		918 Government Street, Mobile AL 36602

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

Property Address

04003597

Property Area (acres or square feet)

Parcel Number(s) or Key Number(s)

PUD

Same, PUD

Present Zoning or Transect District

Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8 1/2" x 11" sheets of labels).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Owner Signature

Date



10/21/24

Applicant or Agent Signature (if applicable)

Date

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

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



10/21/24

Applicant or Agent Signature

Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

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

Revised February 2023

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

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

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

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

1. Describe how the proposal aligns with the [Comprehensive Plan, Map for Mobile](#).
Comp plan calls for suburban neighborhood, which is exactly what this is.

Suburban neighborhood

Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
Extension of the existing phases of the neighborhood (same builder as well)

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

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

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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Revised February 2023

6. Please provide the following information:

- ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

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

☐ Lighting:

☐ Hours of operation:

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

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.
N/A

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.

More housing in a desirable area

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

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

Revised February 2023



Plan Submission Contact Information

Name of Project Leighton Village subdivision
Address Parcel Key: 04003597

Owner AUDUBON PROPERTIES LLC
Address PO BOX 850669 Zip Code 36685
Phone _____ Fax _____ Email twilleybuilders@bellsouth.net

Authorized Agent 195, LLC
Address PO Box 7845 Zip Code 36670
Phone 251-298-8129 Fax _____ Email contact@acre.dev

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

Civil Engineer Anchor Engineering
Address 918 Government Street Zip Code 36602
Phone (251) 459-8470 Fax _____ Email dsmith@anchordbg.com

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

Submitted by: 
Signature 10/21/24 Date
Print 195 LLC
Agent Affiliation to project/Organization



Owner's Letter of Authorization

I, Kurt Bessonon, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 4066 Leighton Place Dr.

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

195, LLC
Designee (1)

patjessalex@comcast.net
Email

251-605-6738
Phone Number

Kurt Bessonon
Signature of Property Owner

Designee (2)

Email

Phone Number

Nov 19 2024

Date

lot 1 4074



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

I, Rick Twilley, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 4074 Leighton Place Dr.

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

195, LLC
Designee (1)
twilleybuilders@bellsouth.net
Email
251-422-8900
Phone Number
[Signature]
Signature of Property Owner

Designee (2)

Email

Phone Number
10-4-24
Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633
For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Revised February 2022

Lot 2 4070



City of Mobile • Planning & Zoning

Owner's Letter of Authorization

I, Rick Twilley, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 4070 Leighton Place Dr.

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

195, LLC
Designee (1)

twilleybuilders@bellsouth.net
Email

251-422-8900
Phone Number

[Signature]
Signature of Property Owner

Designee (2)

Email

Phone Number

10-11-24
Date

#1



City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, Rick Twilley, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of Audubon Properties LLC, a corporation for the property located within the city limits of Mobile, Alabama at 4074 Leighton Place Drive.

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

195, LLC
Designee (1)
twilley.builders@bellsouth.net
Email
251-422-8900
Phone Number

[Signature]
Signature of Company Owner

Designee (2)

Email

Phone Number
10-4-24
Date

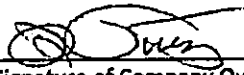


Corporate Letter of Authorization

I, Rick Twilley, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of Twilley Builders Inc., a corporation for the property located within the city limits of Mobile, Alabama at 4070 Leighton Place Drive.

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

195, LLC
 Designee (1)
twilleybuilders@bellsouth.net
 Email
251-422-8900
 Phone Number


 Signature of Company Owner

 Designee (2)

 Email

 Phone Number

 Date

#23



City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, Rick Twilley, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of Audubon Properties LLC, a corporation for the property located within the city limits of Mobile, Alabama at 4031 Leighton Place Drive.

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

195, LLC
Designee (1)
twilleybuilders@bellsouth.net
Email
251-422-8900
Phone Number

Designee (2)

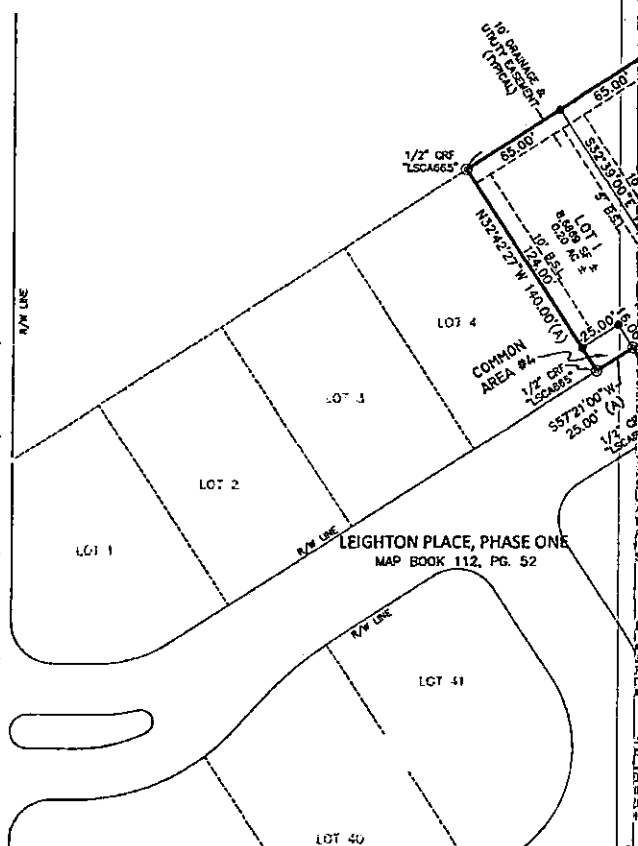
Email

Phone Number


Signature of Company Owner

10-4-24
Date

- RIVIERE DU CHIEN ROAD (60' R/W)



A map showing the location of the site. The map includes the following roads: Hall's Mill Road, Interstate Highway 10, Lloyd Station Road, Sugarwood Court, and North St. Crum Road. A shaded rectangular area is located between Lloyd Station Road and North St. Crum Road, with an arrow pointing to it from the label 'SITE LOCATION'.

(NOT TO SCALE)

THE WOODLANDS GROUP
Surveying Solutions

CLIENT: THURLEY BUILDERS, INC.	FIELD WORK BY: CE CG	DATE: 10/08/2019
DRAWN BY: CK	DRAWING NO: 14003-69	
CHECKED BY: P	SHEET 1 OF 1	
SCALE: 1"=50'		

LEIGHTON VILLAGE
LIEGHTON PLACE DRIVE, MOBILE,
MOBILE COUNTY, ALABAMA
SECTION-13, TOWNSHIP-5-SOUTH, RANGE-2-WEST

REFERENCE MATERIAL	DATE
RECORD PLANT OF LEIGHTON PLACE PHASE ONE - BOOK 6337 PAGE 797	07/25/2008

OK TWILLEY, PRESIDENT OF TWILLEY BUILDERS, INC., AS OWNER OF THE LAND EMBRACED AND
OWN IN AND BY THIS MAP OR PLAT OF SURVEY AND SUBDIVISION HEREBY ACCEPT THIS MAP AND
LAT OF SURVEY AND CERTIFY THAT THE SAME IS TRUE AND CORRECT.

3-28-23
DATE

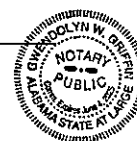
STATE OF ALABAMA
COUNTY OF MOBILE

THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, HEREBY CERTIFY THAT KOK TWILLEY, PRESIDENT OF TWILLEY BUILDERS, WHOSE NAME AS OWNERS, ARE SIGNED TO THE OREGONING CERTIFICATE AND WHO ARE KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY, HAT BEING INFORMED OF CONTENTS OF SAID CERTIFICATE, HE AND SHE AS OWNERS, EXECUTED THE SAME VOLUNTARILY ON THE DAY THE SAME BEARS DATE.

EVEN, UNDER MY HAND AND SEAL THIS 28th DAY OF MARCH 2023

Guendolyn W. Hall
NOTARY PUBLIC

COMMISSION EXPIRES: 6-4-2025



COUNTY OF MOBILE
STATE OF ALABAMA

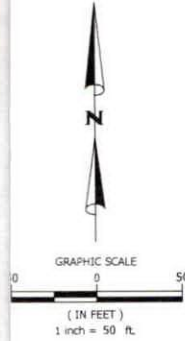
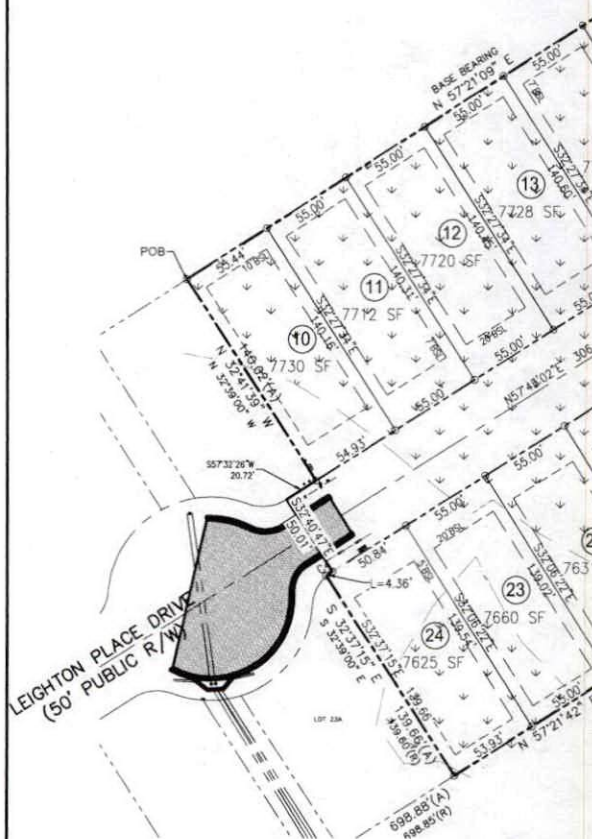
THENCE AT A POINT BEING USED AS THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF
"TRON 13, TOWNSHIP 5-S, RANGE 2-W, WEST, MOBILE COUNTY, ALABAMA; THENCE RUN
01°00'E 1,023.30 FEET ALONG THE EAST LINE OF SAID NORTHWEST QUARTER TO A POINT; THENCE
SOUTH 57°21'09" WEST 819.74 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN
CORNERED; THENCE RUN SOUTH 32°30'50" EAST 139.92 FEET TO A POINT ON THE NORTHERLY
RIGHT-OF-WAY LINE OF LEIGHTON PLACE DRIVE; THENCE RUN NORTH NORTHERLY
01°01-WAY SOUTH 57°21'09" WEST 819.74 FEET TO A POINT; THENCE RUN SOUTH 32°30'00"
ST 50.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF LEIGHTON PLACE DRIVE;
SOUTH WITH A NON-TANGENT CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, AN
C LENGTH OF 4.35 FEET, A CHORD BEARING OF SOUTH 52°22'07" WEST, AND A CHORD LENGTH OF
21.80 FEET TO A POINT; THENCE RUN NORTH 32°38'17" WEST 139.92 FEET TO A POINT; THENCE RUN
NORTH 57°21'22" WEST 819.74 FEET TO A POINT; THENCE RUN SOUTH 57°19'45" WEST 819.74
FOOT TO A POINT; THENCE RUN SOUTH 00°43'34" WEST 143.72 FEET TO A POINT; THENCE RUN SOUTH
21°22" WEST 775.72 FEET TO A POINT; THENCE RUN NORTH 32°38'38" WEST 81.06 FEET TO A
LINE; THENCE RUN NORTH 28°38'19" WEST 133.18 FEET TO A POINT; THENCE RUN SOUTH 57°21'22"
ST 80.00 FEET TO A POINT; THENCE RUN NORTH 32°38'17" WEST 139.92 FEET TO A POINT ON THE
NORTHERLY RIGHT-OF-WAY LINE OF LEIGHTON PLACE DRIVE; THENCE RUN ALONG D
NORTHERLY RIGHT-OF-WAY LINE SOUTH 57°21'00" WEST 25.00 FEET TO A POINT; THENCE RUN
NORTH 32°42'27" WEST 140.00 FEET TO A POINT; THENCE RUN NORTH 57°21'00" EAST 803.00 FEET
TO THE POINT OF BEGINNING, BEING AN AREA OF 0.328 ACRES, MORE OR LESS ALL LOCATED IN THE
EAST 1/4 OF SECTION 13, TOWNSHIP 5-S, RANGE 2-W, WEST, MOBILE COUNTY, ALABAMA.

STATE OF ALABAMA, COUNTY OF MOBILE.
JUSTIN PALMER, A LICENSED PROFESSIONAL SURVEYOR IN MOBILE COUNTY, ALABAMA, HEREBY
CERTIFY THAT ALL PARTS OF THIS PLAT AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE
WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE
STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

Justin Palmer
JUSTIN PALMER, PLS DATE 03/27/2023
LICENSE NO: 34934
CERTIFICATE OF AUTHORIZATION - 1073 - LS
THE WOODLANDS GROUP LLC
2681 US HWY. 98, FAIRHOPE, AL 36532
PHONE: 251-829-4774



R023306132000001.003
COLLIAS BESS L C/O ADVISER
INVESTMENTS
85 WELLS AVE STE 109
NEWTON CENTER, MA 02459



RECORD'S NOTES:
OF SURVEY: **ALTA/MPS LAND TITLE SURVEY**
ING BASED ON RTK GPS DATUM. SETBACKS BASED
2ND PLAT.
PROPERTY IS LOCATED IN FLOOD ZONE X-UNSHADED AS
FROM FEDERAL INSURANCE ADMINISTRATION FLOOD
BOUNDARY MAP **010870** PANEL NO. 0657 SUFFIX **L**
LINE 8, 2020.
THERE IS NO VISIBLE POSTED ADDRESS OF THE SUBJECT
PROPERTY.
SUBJECT PROPERTY SURVEYED CONTAINS AN AREA
APPROXIMATELY 352,913.89 SQUARE FEET, MORE OR LESS.
THERE WERE NO STRIPPED PARKING SPACES LOCATED ON
SUBJECT PROPERTY AT THE TIME OF SURVEY.
AT THE TIME OF SURVEY, THERE WAS NO OBSERVABLE
EVIDENCE OF PARTY OR COMMON WALLS ON THE SUBJECT
PROPERTY.
LOCATION OF THE UTILITIES SHOWN HEREON ARE
BASED ON VISIBLE EVIDENCE OF ABOVE GROUND
UTILITIES ONLY.
AT THE TIME OF SURVEY, THERE WAS NO OBSERVABLE
EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION
OR ADDITIONS.
AT THE TIME OF SURVEY, THERE WERE NO CHANGES IN
RIGHT OF WAY LINES OR OBSERVABLE EVIDENCE OF
SIDEWALK REPAIRS.
SUBJECT PROPERTY HAS DIRECT NO ACCESS TO
LEIGHTON PLACE DRIVE, WHICH IS A DEDICATED, PUBLIC
STREET.
AT THE TIME OF SURVEY, THERE WAS NO OBSERVABLE
EVIDENCE OF THE SITE BEING USED AS A CEMETERY.
THE FEATURES SHOWN ON THIS PLAT MAY BE SHOWN
SCALE FOR CLARITY. ALL DIMENSIONS SHOWN ARE
IN FEET AND DECIMALS THEREOF.
OFFSITE EASEMENTS BENEFITTING THE PROPERTY, IF
ANY, ARE SHOWN HEREON BASED ON DOCUMENTS PROVIDED
BY THE SURVEYOR. NO IMPROVEMENTS HAVE BEEN LOCATED
OFFSITE EASEMENTS.
COMPONENT PARCELS OF THE LAND SHOWN ON THE
PLAT ARE CONTIGUOUS AND THERE ARE NO APPARENT
GAPS BETWEEN THEM.

SURVEYOR'S CERTIFICATION

I, THE SURVEYOR, DO HEREBY CERTIFY THAT THIS MAP OR PLAT AND THE
FIELDWORK ON WHICH IT IS BASED WERE MADE IN ACCORDANCE
WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS
ESTABLISHED BY ALTA/MPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED
AND ADOPTED BY ALTA AND MPS, AND INCLUDES ITEMS 1, 2,
3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 AND 20
OF THE ALTA/MPS LAND TITLE SURVEYING STANDARDS, 2021 EDITION.
THE FIELDWORK WAS COMPLETED ON
DECEMBER 21st, 2024.

BRETT ORRELL, P.L.S. ALA. LICENSE NO. 31838-S



Vicinity Map
N.T.S.



Leighton Village - Phase III

A Residential Subdivision

Mobile, Alabama

PUD MOD SITE PLAN

PROJECT NO: 24-0082
DATE: 11/05/2024
DRAWN: HBJ
CHECKED: BDS
TITLE: PUD MOD SITE PLAN

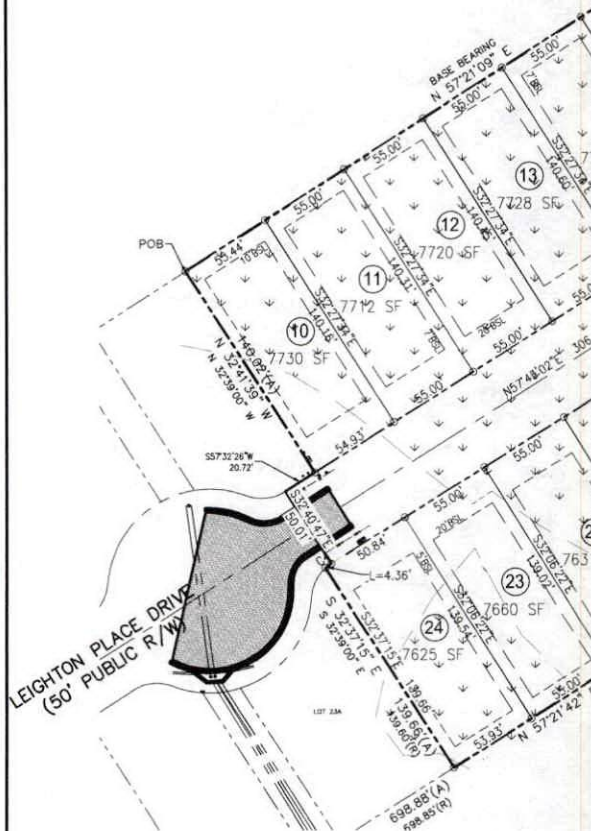
REVISION:

SHEET:

1 of 1

While the final plat for the front two phases shows lots in the rear phase, for some reason the existing PUD did not account for these lots being developed and houses ultimately built. This PUD modification allows for that final phase to be constructed.

R023306132000001.003
COLLIAS BESS L C/O ADVISER
INVESTMENTS
85 WELLS AVE STE 109
NEWTON CENTER, MA 02459



VEYOR'S NOTES:
DATE OF SURVEY: **ALTA/NSPS LAND TITLE SURVEY**
RING BASED ON RTK GPS DATUM. SETBACKS BASED
CORD PLAT.
PROPERTY IS LOCATED IN FLOOD ZONE X-UNSHADED AS
FROM FEDERAL INSURANCE ADMINISTRATION FLOOD
BOUNDARY MAP **010670** PANEL NO. 0657 SUFFIX **L**
JUNE 8, 2022.
THERE IS NO VISIBLE POSTED ADDRESS OF THE SUBJECT
PROPERTY.
SUBJECT PROPERTY SURVEYED CONTAINS AN AREA
ACRES (352,913.89 SQUARE FEET), MORE OR LESS.
THERE WERE NO STRIPED PARKING SPACES LOCATED ON
SUBJECT PROPERTY AT THE TIME OF SURVEY.
THE TIME OF SURVEY, THERE WAS NO OBSERVABLE
EVIDENCE OF PARTY OR COMMON WALLS ON THE SUBJECT
PROPERTY.
LOCATION OF THE UTILITIES SHOWN HEREON ARE
OBSERVED VISIBLE EVIDENCE OF ABOVE GROUND
UTILITIES ONLY.
THE TIME OF SURVEY, THERE WAS NO OBSERVABLE
EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION
OR ADDITIONS.
THE TIME OF SURVEY, THERE WERE NO CHANGES IN
RIGHT OF WAY LINES OR OBSERVABLE EVIDENCE OF
OR SODIALLY REPAIRS.
SUBJECT PROPERTY HAS DIRECT NO ACCESS TO
ON PLACE DRIVE, WHICH IS A DEDICATED, PUBLIC
OF-WAY.
THE TIME OF SURVEY, THERE WAS NO OBSERVABLE
EVIDENCE OF THE SITE BEING USED AS A CEMETERY.
THE FEATURES SHOWN ON THIS PLAT MAY BE SHOWN
ON SCALE FOR CLARITY. ALL DIMENSIONS SHOWN ARE
IN FEET AND DECIMALS THEREOF.
OFFSITE EASEMENTS BENEFITING THE PROPERTY, IF
ANY, ARE SHOWN HEREON BASED ON DOCUMENTS PROVIDED
TO THE SURVEYOR. NO IMPROVEMENTS HAVE BEEN LOCATED
ON OFFSITE EASEMENTS.
COMPONENT PARCELS OF THE LAND SHOWN ON THE
PLAT ARE CONTIGUOUS AND THERE ARE NO APPARENT
GAPS OR GORES BETWEEN THEM.

VEYOR'S CERTIFICATION
I, THE SURVEYOR, DO HEREBY CERTIFY THAT THIS MAP OR PLAT AND THE
FIELDWORK ON WHICH IT IS BASED WERE MADE IN ACCORDANCE
WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS
FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED
AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2,
3, 4, 5, 6A, 6B, 7A, 7B, 7C, 8, 9, 13, 14, 15, 17, 18 AND 20
OF THE ALTA/NSPS STANDARD. THE FIELDWORK WAS COMPLETED ON
OCTOBER 21st, 2024.

RETT ORRELL, P.L.S. ALA. LICENSE NO: 31836-S



Vicinity Map
N.T.S.



Leighton Village - Phase III

A Residential Subdivision
Mobile, Alabama

PUD MOD SITE PLAN

PROJECT NO: 24-0062
DATE: 11/05/2024
DRAWN: HBJ
CHECKED: BDS
TITLE: PUD MOD SITE PLAN

REVISION:

SHEET:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MOBILE, STATE OF ALABAMA AND IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE ALONG THE EAST LINE OF SAID QUARTER, RUN SOUTH 00 DEGREES, 01 MINUTES, 00 SECONDS EAST 1023.30 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING SOUTH 00 DEGREES, 45 MINUTES, 07 SECONDS WEST ALONG SAID EAST LINE OF SAID QUARTER, RUN A DISTANCE OF 507.14 FEET TO THE NORTHEAST CORNER OF THE COMMON AREA, AS SHOWN IN THE PLAT OF LEIGHTON VILLAGE, AS RECORDED IN INSTRUMENT NUMBER 2023018780, OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID COMMON AREA, RUN NORTH 89 DEGREES, 12 MINUTES, 08 SECONDS WEST 170.24 FEET TO A POINT; THENCE CONTINUE, ALONG SAID NORTH LINE, RUN SOUTH 57 DEGREES 21 MINUTES 05 SECONDS WEST, 223.84 FEET TO THE SOUTHEAST CORNER OF LOT 23, SAID LEIGHTON VILLAGE; THENCE RUN NORTH 32 DEGREES 37 MINUTES 15 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 23, 139.66 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF LEIGHTON PLACE DRIVE AND A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A DELTA ANGLE OF 09 DEGREES 59 MINUTES 31 SECONDS; THENCE RUN NORTHEASTWARDLY, ALONG SAID CURVE AND SOUTH RIGHT-OF-WAY LINE, AN ARC LENGTH OF 4.36 FEET (CHORD BEARS NORTH 52 DEGREES 39 MINUTES 42 SECONDS EAST, 4.35 FEET) TO A POINT; THENCE ALONG THE EAST LINE OF SAID LEIGHTON VILLAGE, RUN NORTH 32 DEGREES 40 MINUTES 47 SECONDS WEST, 50.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID LEIGHTON PLACE DRIVE, SAID POINT ALSO BEING THE SOUTH LINE OF LOT 9, SAID LEIGHTON VILLAGE; THENCE ALONG THE SOUTH LINE OF SAID LOT 9, RUN NORTH 57 DEGREES 32 MINUTES 26 SECONDS EAST, 20.72 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9; THENCE ALONG THE EAST LINE OF SAID LOT 9, RUN NORTH 32 DEGREES 40 MINUTES 03 SECONDS WEST, 139.86 FEET TO THE NORTHEAST CORNER OF SAID LOT 9; THENCE RUN NORTH 57 DEGREES 22 MINUTES 23 SECONDS EAST, 619.78 FEET TO THE POINT OF BEGINNING.

3600
200
3800

ARTICLES OF ORGANIZATION
OF
AUDUBON PROPERTIES, LLC

Pursuant to the provisions of The Alabama Limited Liability Company Act, the undersigned hereby adopts the following Limited Liability Company Articles of Organization:

ARTICLE I

The name of the limited liability company is AUDUBON PROPERTIES, LLC.

ARTICLE II

The limited liability company shall have perpetual duration.

ARTICLE III

The purpose of the limited liability company is to engage in rental, buying, selling, development of property in the State of Alabama and to own, operate, and otherwise deal in other businesses, and the company shall have all of the powers listed in Section 10-12-4, Code 1975, from time to time as amended.

ARTICLE IV

The location and mailing address of the initial registered office and agent is Rick Twilley, 6353 Piccadilly Square Dr., Mobile, AL 36609.

ARTICLE V

The initial member of the limited liability company and his mailing address is as follows:

Rick Twilley
P.O. Box 850669
Mobile, AL 36693

ARTICLE VI

Restrictions on the transfer of membership interests and the admission of additional members are provided in the Operating Agreement.

ARTICLE VIII

The limited liability company shall be managed by the member who is the only member:

Rick Twilley
P.O. Box 850669
Mobile, AL 36693

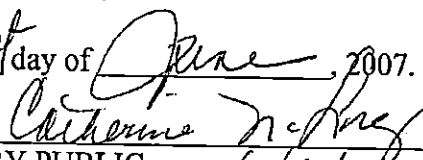
Dated this 1st day of June, 2007.


_____(SEAL)
RICK TWILLEY

STATE OF ALABAMA)
COUNTY OF MOBILE)

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

Given under my hand and seal on this the 1st day of June, 2007.



NOTARY PUBLIC 6/3/07

This Instrument Prepared By:
CLIFFORD C. (KIP) SHARPE
Attorney at Law
Post Office Box 8116
Mobile, Alabama 36689
(251) 343-6700
(lcaud)

State of Alabama-Mobile County
I certify this instrument was filed on:
June 1, 2007 @ 2:55:35 PM
RECORDING FEE \$35.00
S.R. FEE \$2.00
RECORDING FEES \$1.00
TOTAL AMOUNT \$38.00
2007041931
Don Davis, Judge of Probate

00896

ARTICLES OF INCORPORATION
OF
TWILLEY BUILDERS, INC.

RECORD FEE \$6.00
STATE OF ALABAMA
I CERTIFY THIS INSTRUMENT
WAS FILED ON
APR 30 4 04 PM '86
JULY 1986
NOTARY PUBLIC
STATE OF ALABAMA
JULY 1986
NOTARY PUBLIC
STATE OF ALABAMA

291269

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, acting as incorporators of a corporation under the Code of Alabama, adopt the following Articles of Incorporation for such corporation.

I

The name of this corporation is TWILLEY BUILDERS, INC.

II

The period of its duration is perpetual.

III

The purpose of purposes for which the corporation is organized are as follows:

To engage in the construction of residences, apartment buildings, office buildings, commercial buildings, industrial buildings, or other buildings, or any part or parts thereof, and to engage in the purchase, sale, leasing and development of real property, and to engage in any and all business activities not required to be specifically enumerated herein and not prohibited under the Laws of the State of Alabama and,

pursuant thereto, the corporation shall have all powers expressly conferred upon corporations or enumerated in Section 10-2A-20, et seq. of the Alabama Business Corporation Act, as last amended, together with all powers bestowed upon such corporations under any of the Laws of the State of Alabama, as well as those necessarily implied, and together with the following additional powers:

(a) To borrow money from any source without limitation as to amount of corporate indebtedness or liability, with authority to give any kind or form of obligation or security therefor in carrying out the interests and purposes of these Articles of Incorporation.

(b) To establish agencies and grant franchises to others, including the sale, rental or leasing to others of any product, mechanical device, privilege or trade name of this corporation.

(c) To own, operate, lease, rent and maintain motor vehicles or any other mode of transportation for the purpose of transporting, grading, moving and otherwise re-locating fill materials, goods, wares and merchandise.

(d) To have one or more offices, to carry on all or any of its operations and business and without restriction or limit as to amount to purchase or otherwise acquire, hold, own, mortgage, sell, convey or otherwise dispose of, real and personal property

of every class and description in any of the states, territories, districts or colonies of the United States, and in any and all foreign countries, subject to the laws of such state, territory, district, colony or country.

(e) To exercise and enjoy all rights, powers, privileges and immunities incident to like corporations organized for profit under the Laws of the State of Alabama. The foregoing clauses shall be construed as independent objects, purposes and powers in furtherance of and not in limitation of the general powers conferred by the Laws of the State of Alabama to like corporations, and the enumeration of specific powers above shall not be construed to limit or restrict the general powers of the corporation.

P 29128 270

IV

The aggregate number of shares which the corporation shall have authority to issue shall be Twenty-five Thousand (25,000) Shares, with each share having a par value of One and No/100 (\$1.00) Dollar per share.

V

Shareholders of the corporation shall have no pre-emptive rights to acquire newly issued shares of stock of the corporation. The unissued shares of stock herein authorized or hereafter increased or created may be issued from time to time for such consideration as may be fixed from time to time by the Board of Directors of the corporation, which may consist of money or property (including stock or securities of this or any other corporation, real property or personal property) or services performed. The judgment of the Board of Directors as to the value of any property or of any services received or resolved to be received in exchange for any issuance shall, in the absence of fraud or bad faith, be conclusive upon all persons.

VI

A director or officer of the corporation shall not be disqualified by his office from dealing or contracting with the corporation as a vendor, purchaser, employee, agent or otherwise; nor shall any transaction, contract or other act of the corporation be void or voidable, or in any other way affected or invalidated by reason of the fact that any director or officer, or any firm in which such director or officer is a member, or any corporation of which such director or officer is a stockholder, director or officer, is in any way interested in such transaction, contract or other action, provided the fact that such director or officer, firm or corporation is so interested shall be disclosed or shall be known to the Board of Directors or such members thereof as shall be present at any meeting of the Board of Directors at which action upon any such transaction, contract or other action shall be taken; nor shall any director or officer be

accountable or responsible to the corporation, or for any gains or profits realized by him by reason of the fact that he, or any firm of which he is a member, or any corporation of which he is a shareholder, director or officer, is interested in such transaction, contract or other action, and any such director may be counted in determining the existence of a quorum at any meeting of the Board of Directors of the corporation which shall authorize or take action in respect of any such contract, transaction or other action with like force and effect as if he, or any firm of which he is a member, or any corporation in which he is a shareholder, director or officer, were not interested in such transaction, contract or other action.

MR 29, 2PC 271

VII

The corporation shall indemnify any and all of its directors, officers, or former directors or officers or any person who may have served at its request as a director or officer of another corporation in which it owns shares of capital stock or of which it is a creditor against expenses actually and necessarily incurred by them in connection with the defense of any action, suit or proceeding in which they, or any of them, are made parties or a party, by reason of being or having been directors or officers or a director or officer of the corporation, or of such other corporation, except in relation to matters as to which any such director or officer or former director or officer or persons shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty. Such indemnification shall not be deemed exclusive of any other rights to which those indemnified may be entitled, under any by-law, agreement, vote of stockholders, or otherwise.

VIII

Any resolution of the shareholders or directors of the corporation in regard to matters as to which they have power and authority to act, when reduced to writing and signed by all shareholders or directors shall be valid and binding on the corporation and shall have the same force and effect as if duly adopted at any regular or special meeting of the shareholders or directors.

IX

Stock of this corporation shall be offered pursuant to a plan under Section 1244 of the Internal Revenue Code of 1940, as amended.

X

The location of the initial registered office of said corporation shall be Route 4, Box 464B, Mobile, Alabama, 36609, and the initial registered agent at such address shall be Rick Twilley.

XI

The corporation shall be governed by a Board of Directors consisting of one or more members, as fixed in the by-laws of the corporation. The number of directors constituting the initial Board of Directors shall be two. The names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors be elected and qualified are:

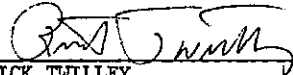
Name	Address
Rick Twilley	Route 4, Box 464B, Mobile, AL., 36609
Richard Twilley	Route 4, Box 459, Mobile, AL., 36609

XII

The names and addresses of the incorporators are:

Name	Address
Rick Twilley	Route 4, Box 464B, Mobile, AL., 36609
Richard Twilley	Route 4, Box 459, Mobile, AL., 36609

IN WITNESS WHEREOF, the said incorporators have hereunto set their hands and seals on this the 30 day of April, 1986.


 RICK TWILLEY (SEAL)


 RICHARD TWILLEY (SEAL)

STATE OF ALABAMA:

COUNTY OF MOBILE:

I, Charles H. Erwin, a Notary Public in and for said State and County, do hereby certify that Rick Twilley and Richard Twilley, whose names are signed to the foregoing Articles of Incorporation, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal this the 30 day of April, 1986.


 NOTARY PUBLIC, STATE OF AL., AT LARGE
 My Commission Expires 10-15-89

This Instrument Prepared By:
 Charles H. Erwin, Attorney at Law
 Suite B, 2252 Government Street
 Mobile, Alabama 36608

ME 2912PG 272

STATE OF ALABAMA

PROBATE COURT OF SAID COUNTY

COUNTY OF MOBILE

RP 2912P8 273

CERTIFICATE OF INCORPORATION OF

TWILLEY BUILDERS, INC.

KNOW YE, That Rick Twilley and Richard Twilley

and

your associates and successors are duly organized as a corporation under the name of

TWILLEY BUILDERS, INC.

for the purposes expressed in the

ARTICLES OF INCORPORATION filed in the Office of the Probate Judge of Mobile County,

Alabama on the 30th day of April 1986, having the

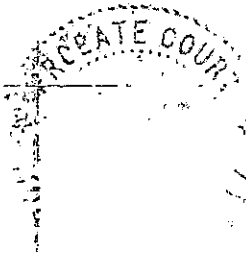
powers, capacity and authority conferred by law. The said Corporation

having been in all respects organized pursuant to Code of

Alabama, 1975, Sec. 10-2A-91 et seq.

WITNESS, my hand and seal of the Probate Court of Mobile County, Alabama, this 30th

day of April 1986



L.W. Noonan
L.W. NOONAN
Judge of Probate
Mobile County, Alabama

AUDUBON PROPERTIES LLC

PO BOX 850669
MOBILE, AL 36685-0669

ADAMS HOMES LLC
100 W GARDEN ST FLOOR #2
Pensacola, FL 32502-5696

Twilley Builders LLC
2924 RIVERVIEW POINTE DR S
THEODORE , AL 36582

ADAMS HOMES LLC
100 W GARDEN ST FLOOR #2
Pensacola, FL 32502-5696

ADAMS HOMES LLC
100 W GARDEN ST FLOOR #2
Pensacola, FL 32502-5696

Twilley Builders LLC
2924 RIVERVIEW POINTE DR S
THEODORE , AL 36582

LEIGHTON VILLAGE HOMEOWNERS
ASSOCIATION INC
PO BOX 850669
MOBILE, AL 36685-0669

AUDUBON PROPERTIES LLC
PO BOX 850669
MOBILE, AL 36685-0669

Twilley Builders LLC
2924 RIVERVIEW POINTE DR S
THEODORE , AL 36582

MOBILE COUNTY
205 GOVERNMENT ST
10TH FL SOUTH TWR
MOBILE, AL 36644

AUDUBON PROPERTIES LLC
PO BOX 850669
MOBILE, AL 36685-0669

GREENE STEVE 1/2 INT, PAUL CAREY &
BARBARA GREENE THOMPSON 1/2
INT
3817 SAINT ANDREWS DR
MOBILE, AL 36693-5337

LEIGHTON VILLAGE HOMEOWNERS
ASSOCIATION INC
PO BOX 850669
MOBILE, AL 36685-0669

COLLIAS BESS L C/O ADVISER
INVESTMENTS
85 WELLS AVE STE 109
NEWTON CENTER, MA 02459

GREENE STEVE 1/2 INT, PAUL CAREY &
BARBARA GREENE THOMPSON 1/2 INT
3817 SAINT ANDREWS DR
MOBILE, AL 36693-5337

COLLIAS BESS L C/O ADVISER
INVESTMENTS
85 WELLS AVE STE 109
NEWTON CENTER, MA 02459

GREENE STEVE 1/2 INT, PAUL CAREY &
BARBARA GREENE THOMPSON 1/2 INT
3817 SAINT ANDREWS DR
MOBILE, AL 36693-5337

COLLIAS BESS L C/O ADVISER
INVESTMENTS
85 WELLS AVE STE 109
NEWTON CENTER, MA 02459

MOBILE COUNTY
205 GOVERNMENT ST
10TH FL SOUTH TWR
MOBILE, AL 36644

MOBILE COUNTY
205 GOVERNMENT ST
10TH FL SOUTH TWR
MOBILE, AL 36644

Kurt Bessonon
4066 LEIGHTON PLACE DR
MOBILE , AL 36693

MOBILE COUNTY
205 GOVERNMENT ST
10TH FL SOUTH TWR
MOBILE, AL 36644

Cory Bronenkamp
195, LLC
50 N Florida St
Mobile, AL 36607



Agenda Item # 11
SUB-003146-2024 & MOD-003120-2024

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

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

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

DETAILS

Location:
East terminus of Leighton Place Drive

Subdivision Name:
Leighton Village Subdivision, Phase III

Applicant / Agent:
195, LLC

Property Owner:
Rick Twilley and Kurt Bessonen

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

Future Land Use:
Low Density Residential

- Applicable Codes, Policies, and Plans:**
- Unified Development Code (UDC)
 - Subdivision Regulations
 - Map for Mobile Comprehensive Plan
- Schedule for Development:**
- Depends upon wetlands
- Proposal:**
- Subdivision approval to create fifteen (15) legal lots of record
 - Modification of a previously approved Planned Unit Development
- Commission Considerations:**
- Subdivision approval with twelve (12) conditions.
 - Major Modification of a previously approved Planned Unit Development with thirteen (13) conditions.

Report Contents:	Page
Context Map	2
Site History	3
Staff Comments	3
Subdivision Considerations	4
PUD Modification Considerations	5
Exhibits	6

PLANNING COMMISSION **VICINITY MAP - EXISTING AERIAL**



The site is surrounded by residential units.

APPLICATION NUMBER <u>11</u>	DATE <u>December 19, 2024</u>	 NTS
APPLICANT <u>Leighton Village Subdivision, Phase III</u>		
REQUEST <u>Subdivision, PUD Modification</u>		

SITE HISTORY

Since 2004, the subject site has had Subdivision and Planned Unit Development (PUD) applications before the Planning Commission, beginning with Oak Creek Subdivision, proposed for 69 lots, but denied at the April 1, 2004 meeting.

In July 2006, the Commission approved Leighton Place Subdivision, a standard 41-lot subdivision, but only 15 of the lots were recorded, as Leighton Place, Phase One.

In October 2013, the Commission approved Leighton Place Phase Two, a standard 15-lot subdivision which was never recorded.

In October 2016, the Commission approved Leighton Place Phase Two as a 29-lot private street gated subdivision, approved via an accompanying PUD. That subdivision was never recorded.

In September 2019, the Commission approved Leighton Village Subdivision, proposed for 30 lots, with an accompanying PUD to allow reduced front and side yard setbacks. The PUD was amended in October 2021 for 17 of the lots in the subdivision. That subdivision was never recorded.

In January 2023, the Commission approved Leighton Place Subdivision, Phase II as a 17-lot subdivision with an accompanying PUD to amend the previously approved PUD to allow reduced front and side yard setbacks and increased site coverage. That subdivision was recorded as Leighton Village Subdivision.

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

STAFF COMMENTS

Engineering Comments:

Subdivision

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

- A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
- B. Provide reference, on the map and the description, to a monumented corner.
- C. Provide and label the monument set or found at each subdivision corner.
- D. Add legible street names to the vicinity map.
- E. Provide a written description for the subdivision boundary.
- F. Revise the plat to label each lot with its size in acres and square feet, or the furnishing of a table on the Plat providing the same information.
- G. NOTE #5 – delete “...to be maintained by the City of Mobile.”. Acceptance for public maintenance will be decided by the City Council.
- H. Revise the cul-de-sac to the required 60-foot radius.
- I. Delete NOTES 3 and 6 – 9 as they deal with Mobile County requirements. This proposed subdivision is located within the City of Mobile.

- J. National Wetlands Inventory (NWI) mapping, as shown on City of Mobile GIS information, indicates that there is potential for wetlands within the property or properties shown on this plat. Show and label the delineated wetlands, or provide a note stating that the wetlands shown on this plat are scaled from the NWI data and have not been delineated.
- K. Provide a note that a 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
- L. Show and label all flood zones. New maps went into effect on June 5, 2020.
- M. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an A, AE, or X (shaded) flood zone designation. BFE = 11.
- N. Provide a table of "PROPOSED WEIGHTED RUNOFF COEFFICIENT (Cw)" for each LOT. This number will be used to review the land disturbance permit for each structure.
- O. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance 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.
- P. Add a note that 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.
- Q. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
- R. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
- S. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
- T. Provide the as-built certification form, test reports, etc. and as-built plans for the proposed infrastructure prior to providing a copy of the FINAL PLAT to the Engineering Dept. for FINAL PLAT review.
- U. The street must be submitted for acceptance by the Mobile City Council prior to submitting the Final Plat for City Engineer signature.
- V. 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.

Modification of Planned Unit Development

- A. Delete NOTES 3 and 6 – 9 as they deal with Mobile County requirements. This proposed subdivision is located within the City of Mobile.
- B. Revise the cul-de-sac radius to 60 feet.
- C. Add the following notes to the PUD MOD Site Plan sheet:
 - 1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
 - 2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
 - 3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control; the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
 - 4. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.

5. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
6. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
7. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in 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 15-lot, 3.35±-acre subdivision of the Future Development portion of the previously recorded Leighton Village Subdivision. The area was originally proposed as a 13-lot subdivision. The site is served by public water and sanitary sewer services.

The site is located at the East terminus of Leighton Place Drive, a public right-of-way with curb and gutter and a compliant 50-foot right of way. However, the preliminary plat indicates the street will terminate in a cul-de-sac with a 50-foot radius (100-foot diameter). As the Subdivision Regulations require a 60-foot radius (120-foot diameter) for a cul-de-sac, the plat should be revised to provide a cul-de-sac with a 60-foot radius. The street extension is not named, nor is the right-of-way width provided on the preliminary plat. If approved, the plat should be revised to label the proposed street extension with its name, right-of-way width, and label it as a public right-of-way.

All proposed lots meet the minimum size requirements of the Subdivision Regulations and are labeled with their sizes in square feet. If approved, the plat should be revised to label all lots with their sizes in both square feet and acres, or a table should be furnished on the Final Plat providing the same information. As the revision of the cul-de-sac to a 120-foot diameter will result in those lots around the cul-de-sac being slightly reduced in size, the plat should be revised to provide the revised sizes of those lots in both square feet and acres.

The lots are proposed to have a 20-foot minimum building setback line along the street frontage, as in previous phases of the Leighton Village development. Side yard setbacks are proposed as seven (7) feet (14 feet combined), and ten (10)-foot rear setbacks. As on the preliminary plat, the setback data should be retained on the Final Plat, if approved. The preliminary plat indicates a proposed 50% maximum lot coverage in the Site Data table. If approved the setback data and lot coverage data should be retained in the Site Data table on the Final Plat.

The preliminary plat indicates a Common Area within the Southern portion of the proposed subdivision. And the proposed subdivision is adjacent to a large Common Area/Detention Area recorded with the previous Leighton Village Subdivision. Therefore, Note #4 on the preliminary plat should be revised to state that the maintenance of the Common Areas/Detention Areas is the responsibility of the property owners and not the City of Mobile and placed on the Final Plat.

No easements are indicated on the preliminary plat. If easements are provided on the Final Plat, a note should be placed on the Final Plat stating that no structure may be constructed or placed in any easement without the permission of the easement holder.

A revised PUD site plan should be submitted to and approved by Planning and Zoning prior to signing the Final Plat for the subdivision.

Planned Unit Development Modification

The purpose of the Planned Unit Development (PUD) Modification under consideration is to amend the previously approved PUD to include the newly created lots. The previously approved PUD contained 13 lots, and 15 are now proposed; therefore, the PUD must be amended.

The applicant states the following concerning the MOD application:

While the final plat for the front two phases shows lots in the rear phase, for some reason the existing PUD did not account for these lots being developed and houses ultimately built. This PUD modification allows for that final phase to be constructed.

The site plan submitted is almost identical to the preliminary plat and site plan approved with the January 5, 2023 PUD, and contains the same information as on the accompanying preliminary plat. Therefore, any required revisions would be the same as on the preliminary plat.

The site plan should be revised to provide a cul-de-sac with a 60-foot radius. The street extension is not named, nor is the right-of-way width provided on the site plan. If approved, the site plan should be revised to label the proposed street extension with its name, right-of-way width, and to label it as a public right-of-way.

The lots are labeled with their sizes in square feet only. If approved, the site plan should be revised to label all lots with their sizes in both square feet and acres, or a table should be furnished on the site plan providing the same information. As the revision of the cul-de-sac to a 120-foot diameter will result in those lots around the cul-

de-sac being slightly reduced in size, the site plan should be revised to provide the revised sizes of those lots in both square feet and acres.

The lots are proposed to have a 20-foot minimum building setback line along the street frontage, as in previous phases of the Leighton Village development. Side yard setbacks are proposed as seven (7) feet (14 feet combined), and ten (10)-foot rear setbacks. The setback data should be retained on the site plan, if approved. The site plan indicates a proposed 50% maximum lot coverage in the Site Data table. If approved the setback data and lot coverage data should be retained in the Site Data table on the site plan.

The site plan should be revised to indicate a City-standard public sidewalk along both sides of the proposed street within the right-of-way, unless a Sidewalk Waiver application is submitted to and approved by the Planning Commission.

The site plan indicates a Common Area within the Southern portion of the proposed subdivision. And the proposed subdivision is adjacent to a large Common Area/Detention Area recorded with the previous Leighton Village Subdivision. Therefore, Note #4 on the site plan should be revised to state that the maintenance of the Common Areas/Detention Areas is the responsibility of the property owners and not the City of Mobile. No easements are indicated on the site plan. If easements are provided within the site, a note should be placed on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder.

A revised PUD site plan should be submitted to and approved by Planning and Zoning prior to signing the Final Plat for the accompanying 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:

Based on the preceding, if the Subdivision request is considered for approval, the following conditions could apply:

1. Revision of the cul-de-sac to provide a 60-foot radius (120-foot diameter);
2. Revision of the plat to label the proposed street extension with its name and right-of-way width, and labeled as a public right-of-way;
3. Revision of the plat to label all lots with their sizes in both square feet and acres, or the furnishing of a table on the Final Plat providing the same information;
4. Revision of the plat to provide the revised sizes of the lots around the enlarged cul-de-sac in both square feet and acres;
5. Retention of the setback data and site coverage data in the Site Data table on the Final Plat;
6. Revision of Note #4 to state that the maintenance of the Common Areas/Detention Areas is the responsibility of the property owners and not the City of Mobile on the Final Plat;
7. Placement of a note on the Final Plat stating that no structure may be constructed or placed in any easement without the permission of the easement holder, if applicable;

8. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat;
9. Compliance with all Engineering comments noted in this staff report;
10. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
11. Compliance with all Urban Forestry comments noted in this staff report; and,
12. Compliance with all Fire Department comments noted in this staff report.

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-8-B.2.(b)(5) states the following concerning Planned Unit Development Modifications:

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

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
 - a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
 - b. Includes adequate public facilities and utilities;
5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. **Benefits Consideration.** In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

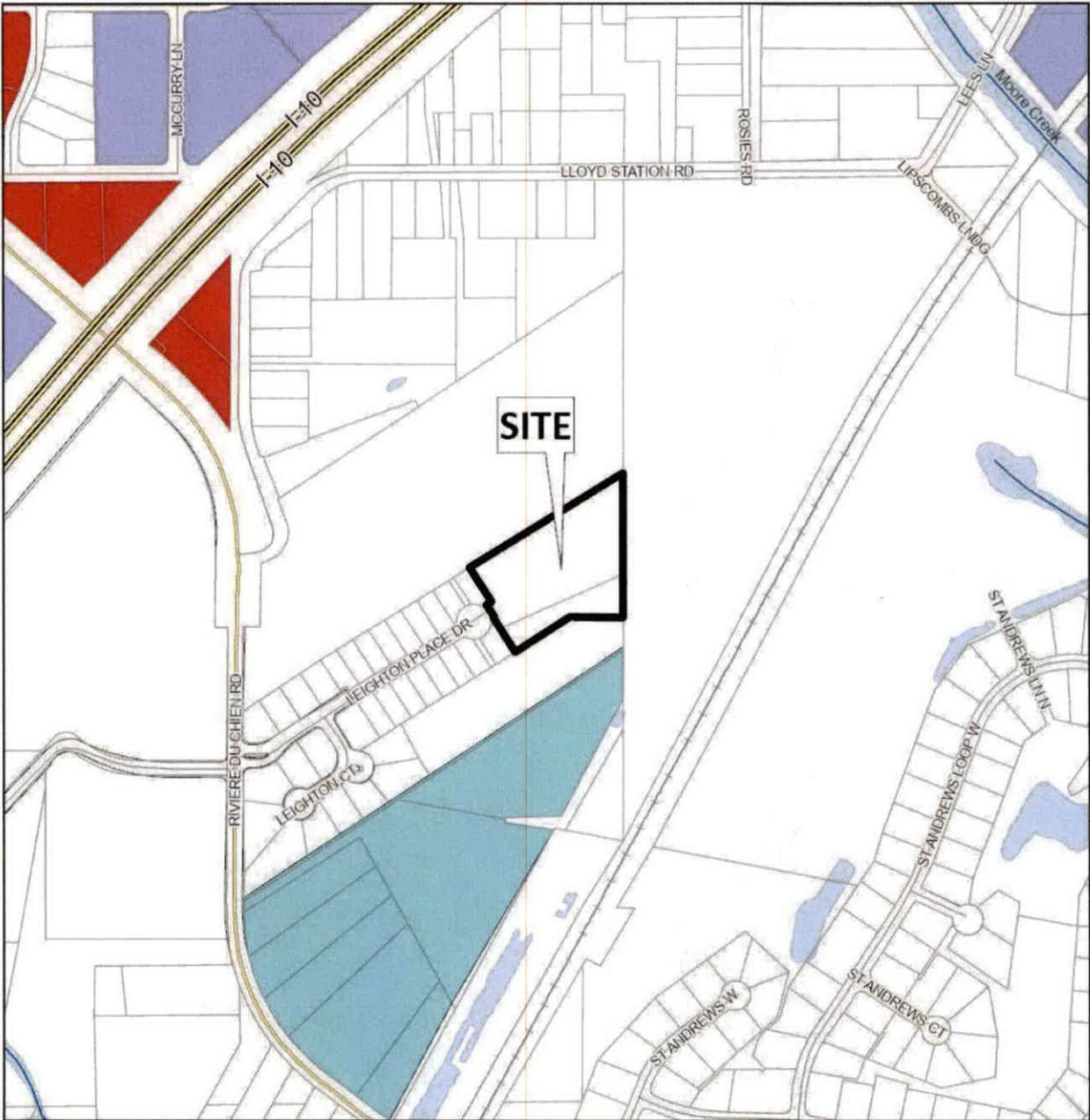
Considerations:

If the Planning Commission considers a recommendation of approval of the Modified Planned Unit Development, the following findings should be present:

1. Revision of the cul-de-sac to provide a 60-foot radius (120-foot diameter);
2. Revision of the site plan to label the proposed street extension with its name and right-of-way width, and labeled as a public right-of-way;
3. Revision of the site plan to label all lots with their sizes in both square feet and acres, or the furnishing of a table on the site plan providing the same information;
4. Revision of the site plan to provide the revised sizes of the lots around the enlarged cul-de-sac in both square feet and acres;
5. Retention of the setback data and site coverage data in the Site Data table;
6. Revision of the site plan to indicate a City-standard public sidewalk along both sides of the proposed street within the right-of-way;

7. Revision of Note #4 to state that the maintenance of the Common Areas/Detention Areas is the responsibility of the property owners and not the City of Mobile;
8. If easements are indicated on the site plan, placement of a note on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder;
9. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat of the associated subdivision;
10. Compliance with all Engineering comments noted in this staff report;
11. Placement of a note on the site plan stating all Traffic Engineering comments noted in this staff report;
12. Compliance with all Urban Forestry comments noted in this staff report; and,
13. Compliance with all Fire Department comments noted in this staff report.

LOCATOR ZONING MAP



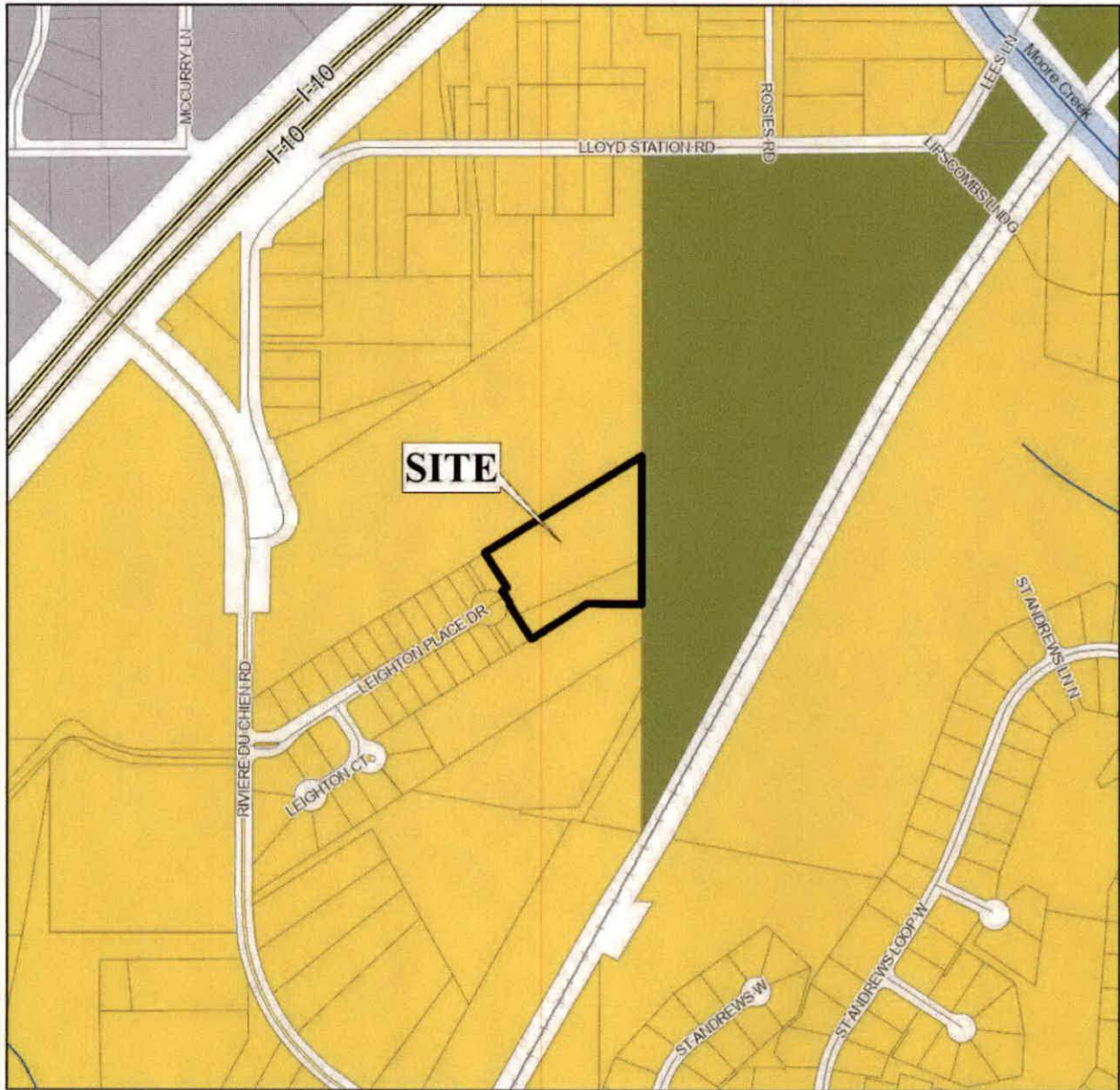
APPLICATION NUMBER 11 DATE December 19, 2024

APPLICANT Leighton Village Subdivision, Phase III

REQUEST Subdivision, PUD Modification



FLUM LOCATOR MAP



APPLICATION NUMBER 11 DATE December 19, 2024

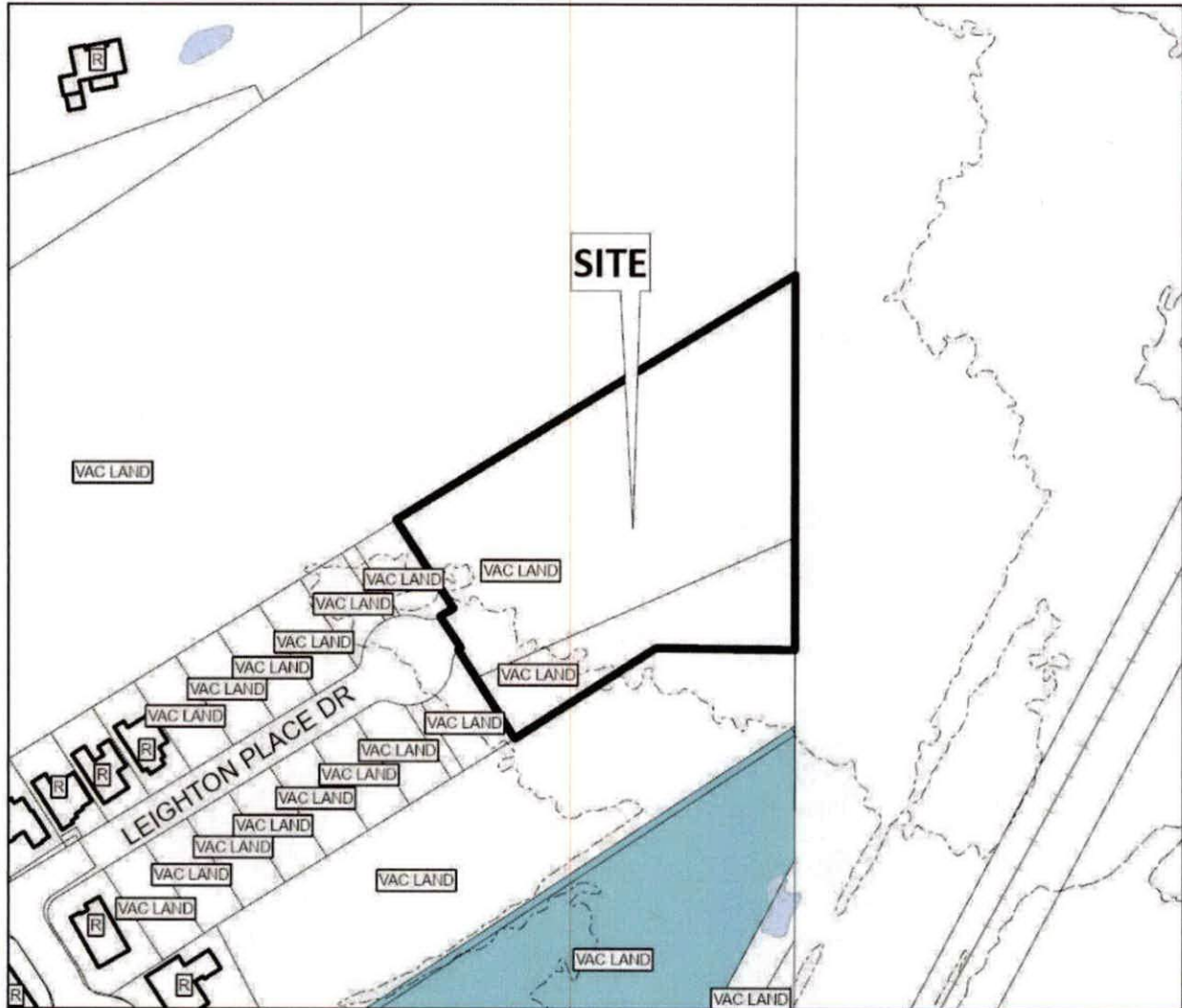
APPLICANT Leighton Village Subdivision, Phase III

REQUEST Subdivision, PUD Modification

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



PLANNING COMMISSION **VICINITY MAP - EXISTING ZONING**



The site is surrounded by residential units.

APPLICATION NUMBER 11 DATE December 19, 2024

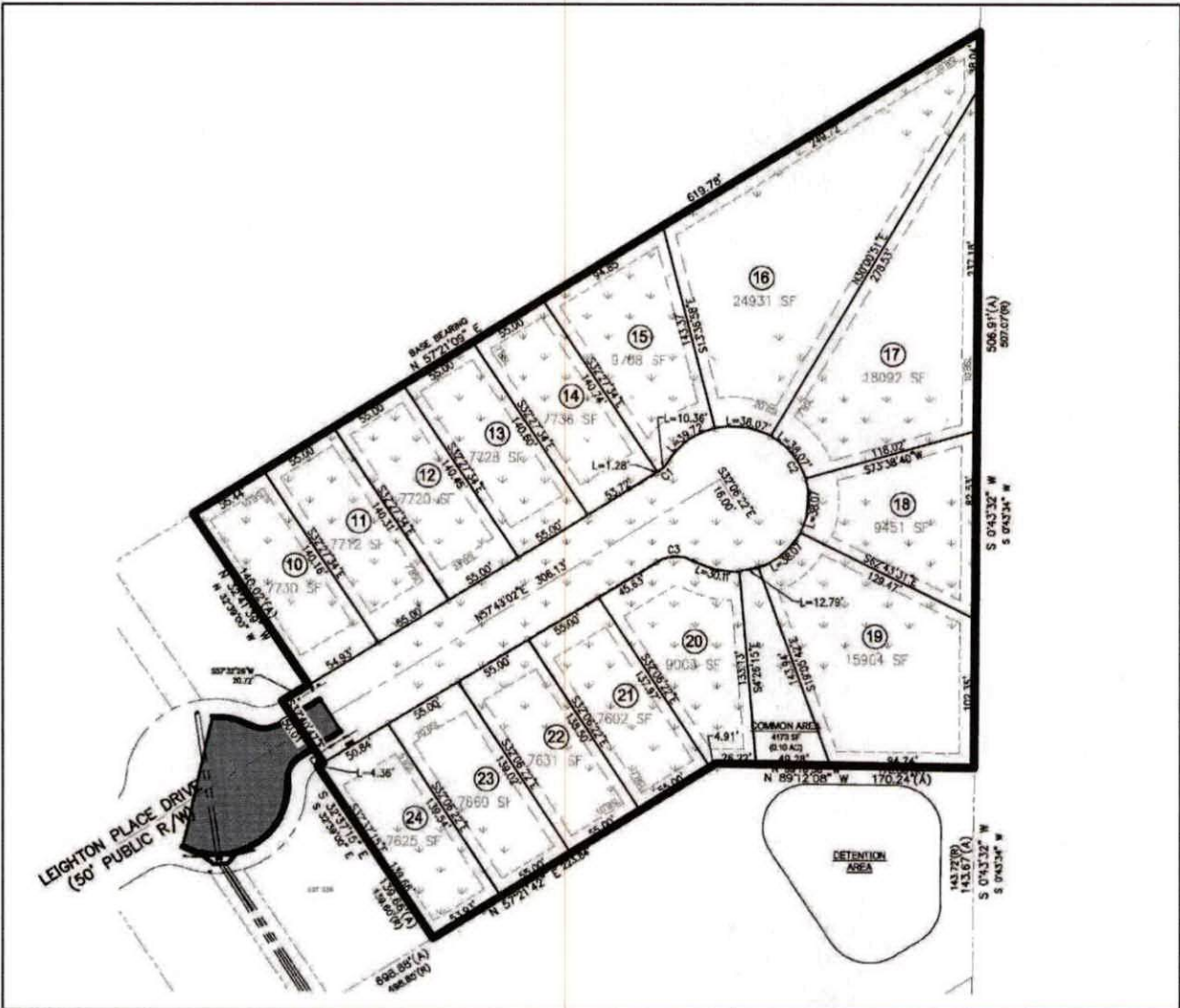
APPLICANT Leighton Village Subdivision, Phase III

REQUEST Subdivision, PUD Modification

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



SITE PLAN



The site plan illustrates the proposed lots, setbacks, and common area.

APPLICATION NUMBER	11	DATE	December 19, 2024
APPLICANT	Leighton Village Subdivision, Phase III		
REQUEST	Subdivision, PUD Modification		



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

Zoning District Correspondence Matrix

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

Residential Land Use

LOW DENSITY RESIDENTIAL (LDR)

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

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

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

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

RESOLUTION

Sponsored by: Councilmember Ben Reynolds

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that Will Graham is appointed to the Mobile City County Youth Council
effective immediately.

Adopted:

City Clerk

RESOLUTION

Sponsored by: *Councilmember William Carroll, District 2*

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of **\$690.00** be transferred from the District 2 General Fund, Discretionary Account 02, from General Fund Account 10041020-42080 to the Mobile Parks & Recreation-James Seals for the Ronnie Williams Memorial.

Adopted:

City Clerk

RESOLUTION

Sponsored by: *Councilmember William Carroll, District 2*

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of **\$300,000.00** be transferred to District 2's CIP Contingency account for the critical repair program.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 17, 2025

Submitted by:

Robert Bryant

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. RESOLUTION - 2025 Grant 6-9-2025

REVIEWERS:

Martha Barton

Laura Angle

Cherlina Monteiro

James Barber

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the American Society for the Prevention of Cruelty to Animals (ASPCA), grant assistance in support of the 2025 Disaster Capacity Building Grant for the Animal Shelter in the amount of \$35,000.00. There is no match requirement.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the ASPCA. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

City Clerk

RESOLUTION

Sponsored by: 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 **4021 F/K/A 4051 SEABREEZE ROAD NORTH** 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, 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 **4021 F/K/A 4051 SEABREEZE ROAD NORTH** described as:

**LOTS 15 16 & 17 BLK M PART C BERKSHIRE HILLS SUB MBK 8 PG
243 #SEC 38 T4S R2W #MP28 08 38 4 001**

Parcel Number: 28 08 38 4 001 083

Last Assessed to: BERKSHIRE APARTMENTS LLC 60% UNDIV INT & BERKSHIRE APARTMENTS TIC SL LLC 40% UNDIV INT

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 **secured/demolish** 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

June 10, 2025



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

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

RE: **Nuisance Abatement Hearing Request**

Please place the following notice on the City Council agenda for **Tuesday, June 17, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **4021 F/K/A 4051 SEABREEZE ROAD NORTH**. OWNED BY OR MAY HAVE AN INTEREST: **BERKSHIRE APARTMENTS LLC 60% UNDIV INT & BERKSHIRE APARTMENTS TIC SL LLC 40% UNDIV INT** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 28 08 38 4 001 083

COUNCIL DISTRICT 5 – JOEL DAVES

LEGAL DESCRIPTION: LOTS 15 16 & 17 BLK M PART C BERKSHIRE HILLS SUB MBK 8 PG 243

#SEC 38 T4S R2W #MP28 08 38 4 001

GJ/md



City of Mobile
Blight Survey -Re-Check

Report Date - _____

Property Address

4021 SEABREEZE ROAD N

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	N
Bldg Open To Public	Y	Wall Compromised	N
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	01/28/2025	Comments	

Property Score

Score	12	Score Description	STABILIZE
-------	----	-------------------	-----------

REVIEW COMMITTEE

SECURE ☒

DEMOLITION ☐

APPROVAL DATE 1-28-25

04/28/2025

MEO: M. Davis

Case: _____

Property Address 4021 Seabreeze Road North (Secure Windows Treat Pool)

District No: 5

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











Affidavit of Mailed Notice



June 10, 2025

State of Alabama
County of Mobile

Subject Property – 4021 F/K/A 4051 SEABREEZE ROAD NORTH.

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

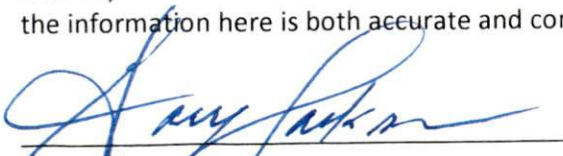
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 3 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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


Gary Jackson,
Deputy Director Municipal Enforcement

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement



Berkshire Apartments LLC
Berkshire Apartments TIC SL LLC
4021 Seabreeze Road North
Mobile, AL 36609

April 30, 2025

RE: **4021 Seabreeze Road North**
Project Number: ME-003-25

Dear Berkshire Apartments LLC, Berkshire Apartments TIC SL LLC:

On February 26, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 4021 Seabreeze Road North.

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

LOTS 15 16 & 17 BLK M PART C BERKSHIRE HILLS SUB MBK 8 PG
243 #SEC 38 T4S R2W #MP28 08 38 4 001

Parcel Number: 28 08 38 4 001 083

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

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

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

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

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

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

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

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

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

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

- a) Repair the structures / and or building by **June 13, 2025**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **June 13, 2025**, provide the Code Official with a work plan to accomplish the repairs by **June 13, 2025**, which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **June 13, 2025**, which is 45 days from the date of this NOTICE.

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

- IV. **NOTICE** is hereby given that on June 17, 2025 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
- ☒ Demolished

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

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

Respectfully,



Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 4021 Seabreeze Road N

Date: February 3, 2025

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: February 3, 2025

Per the Title Report, the owner is: Fee Simple Title is vested in Berkshire Apartments LLC, a Delaware limited liability company (60% undivided interest), and Berkshire Apartments TIC SL LLC, A Delaware limited liability company (40% undivided interest).

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|---|--|
| 1 | Berkshire Apartments LLC
Berkshire Apartments TIC SL LLC
4021 Seabreeze Rd N
Mobile AL 36609 | Main apartment address for multiple parcels –
Subject/location address per Google. |
| 2 | Berkshire Apartments LLC
Berkshire Apartments TIC SL LLC
888 Woodmere PL Ste C
Woodmere NY 11598-2016 | Alabama Secretary of State website Principle
Address. Revenue Commission mailing address.
Warranty Deed mailing address. |
| 3 | Berkshire Apartments LLC
Berkshire Apartments TIC SL LLC
c/o Vcorp Agent Services, Inc
2 North Jackson St Ste 605
Montgomery AL 36104 | Registered Agent address |

**TAX STATUS: 2024 TAXES ON ALL PARCELS ARE
CURRENT – BUSINESS PERSONAL PROPERTY TAXES
ARE DUE – MUST CONTACT PERSONAL PROPERTY
DEPARTMENT TO GET TOTAL DUE WITH INTEREST.**

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

RESOLUTION

Sponsored by: 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 **352-358 SEABREEZE ROAD EAST & 4001-4017 SEABREEZE ROAD NORTH** 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 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 **352-358 SEABREEZE ROAD EAST & 4001-4017 SEABREEZE ROAD NORTH** described as:

ALL OF BLK C BERKSHIRE APTS SUB MBK 8 PG 40 #SEC 38 T4S R2W
#MP28 08 38 4 001

Parcel Number: 28 08 38 4 001 064

Last Assessed to: BERKSHIRE APARTMENTS LLC 60% UNDIV INT & BERKSHIRE APARTMENTS TIC SL LLC 40% UNDIV INT

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 ***secured/demolish*** 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

June 10, 2025



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: **Nuisance Abatement Hearing Request**

Please place the following notice on the City Council agenda for **Tuesday, June 17, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **352-358 SEABREEZE ROAD EAST & 4001-4017 SEABREEZE ROAD NORTH.** OWNED BY OR MAY HAVE AN INTEREST: **BERKSHIRE APARTMENTS LLC 60% UNDIV INT & BERKSHIRE APARTMENTS TIC SL LLC 40% UNDIV INT** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 28 08 38 4 001 064

COUNCIL DISTRICT 5 – JOEL DAVES

LEGAL DESCRIPTION: ALL OF BLK C BERKSHIRE APTS SUB MBK 8 PG 40 #SEC 38 T4S R2W #MP28 08 38 4 001

GJ/md



City of Mobile
Blight Survey -Re-Check

Report Date - _____

Property Address

4015-358 SEABREEZE ROAD N

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	N
Bldg Open To Public	Y	Wall Compromised	N
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	01/28/2025	Comments	

Property Score

Score	12	Score Description	STABILIZE
-------	----	-------------------	-----------

REVIEW COMMITTEE

SECURE



DEMOLITION



APPROVAL DATE 1-28-25

04/28/2025

MEO: M. Davis

Date:

4004 Cresthaven Rd, 4001-4017 Seabreeze Rd N, 352-358 Seabreeze Rd E

District No: 5

Property Address:

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



























































Affidavit of Mailed Notice



June 10, 2025

State of Alabama
County of Mobile

Subject Property – 352-358 SEABREEZE ROAD EAST & 4001-4017 SEABREEZE ROAD NORTH.

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

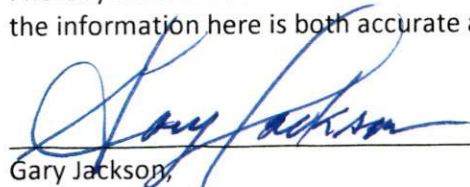
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 3 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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


Gary Jackson,

Deputy Director Municipal Enforcement

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement



Berkshire Apartments LLC
Berkshire Apartments TIC SL LLC
4021 Seabreeze Road North
Mobile, AL 36609

April 30, 2025

RE: **4004 Cresthaven Road, 352, 358 Seabreeze Road East, 4001, 4003, 4005, 4007, 4009
4011, 4013, 4015, 4017 Seabreeze Road North**
Project Number: ME-005-25

Dear Berkshire Apartments LLC, Berkshire Apartments TIC SL LLC:

On February 26, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 4004 Cresthaven Road, 352, 358 Seabreeze Road East, 4001, 4003, 4005, 4007, 4009, 4011, 4013, 4015, 4017 Seabreeze Road North.

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

**ALL OF BLK C BERKSHIRE APTS SUB MBK 8 PG 40 #SEC 38 T4S R2W
#MP28 08 38 4 001**

Parcel Number: 28 08 38 4 001 064

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

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

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

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

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

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

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

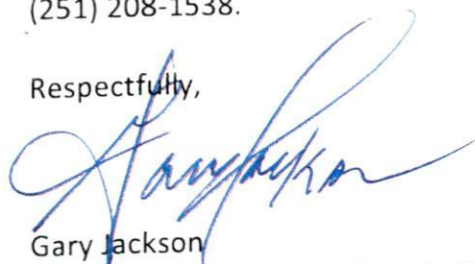
- a) Repair the structures / and or building by **June 13, 2025**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **June 13, 2025**, provide the Code Official with a work plan to accomplish the repairs by **June 13, 2025**, which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **June 13, 2025**, which is 45 days from the date of this NOTICE.

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

- IV. **NOTICE** is hereby given that on **June 17, 2025 at 10:30 a.m.**, a hearing will be held before the **City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:
- ☒ Repaired; or,
☒ Demolished
- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

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

Respectfully,



Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 4021 Seabreeze Road N

Date: February 3, 2025

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: February 3, 2025

Per the Title Report, the owner is: Fee Simple Title is vested in Berkshire Apartments LLC, a Delaware limited liability company (60% undivided interest), and Berkshire Apartments TIC SL LLC, A Delaware limited liability company (40% undivided interest).

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|---|--|
| 1 | Berkshire Apartments LLC
Berkshire Apartments TIC SL LLC
4021 Seabreeze Rd N
Mobile AL 36609 | Main apartment address for multiple parcels –
Subject/location address per Google. |
| 2 | Berkshire Apartments LLC
Berkshire Apartments TIC SL LLC
888 Woodmere PL Ste C
Woodmere NY 11598-2016 | Alabama Secretary of State website Principle
Address. Revenue Commission mailing address.
Warranty Deed mailing address. |
| 3 | Berkshire Apartments LLC
Berkshire Apartments TIC SL LLC
c/o Vcorp Agent Services, Inc
2 North Jackson St Ste 605
Montgomery AL 36104 | Registered Agent address |

**TAX STATUS: 2024 TAXES ON ALL PARCELS ARE
CURRENT – BUSINESS PERSONAL PROPERTY TAXES
ARE DUE – MUST CONTACT PERSONAL PROPERTY
DEPARTMENT TO GET TOTAL DUE WITH INTEREST.**

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

RESOLUTION

Sponsored by: 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 **352-358 SEABREEZE ROAD EAST & 4001-4017 SEABREEZE ROAD NORTH** 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 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 **352-358 SEABREEZE ROAD EAST & 4001-4017 SEABREEZE ROAD NORTH** described as:

ALL OF BLK C BERKSHIRE APTS SUB MBK 8 PG 40 #SEC 38 T4S R2W
#MP28 08 38 4 001

Parcel Number: 28 08 38 4 001 064

Last Assessed to: BERKSHIRE APARTMENTS LLC 60% UNDIV INT & BERKSHIRE APARTMENTS TIC SL LLC 40% UNDIV INT

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 **secured/demolish** 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

RESOLUTION

Sponsored by: 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 **4000-4016 SEABREEZE ROAD NORTH, 351-359 SEABREEZE ROAD EAST, 300-322 SEABREEZE COURT & 3980 CRESTHAVEN ROAD** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 1, 3, 4, 7, 8 and 15;*** and

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **4000-4016 SEABREEZE ROAD NORTH, 351-359 SEABREEZE ROAD EAST, 300-322 SEABREEZE COURT & 3980 CRESTHAVEN ROAD** described as:

**ALL OF BLK D BERKSHIRE APTS SUB MBK 8 PG 40 #SEC 38 T4S R2W
#MP28 08 38 4 001**

Parcel Number: 28 08 38 4 001 063

Last Assessed to: BERKSHIRE APARTMENTS LLC 60% UNDIV INT & BERKSHIRE APARTMENTS TIC SL LLC 40% UNDIV INT

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 ***secured/demolish*** 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

June 10, 2025



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, June 17, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **4000-4016 SEABREEZE ROAD NORTH, 351-359 SEABREEZE ROAD EAST, 300-322 SEABREEZE COURT & 3980 CRESTHAVEN ROAD.** OWNED BY OR MAY HAVE AN INTEREST: **BERKSHIRE APARTMENTS LLC 60% UNDIV INT & BERKSHIRE APARTMENTS TIC SL LLC 40% UNDIV INT** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT".
(See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 28 08 38 4 001 063

COUNCIL DISTRICT 5 – JOEL DAVES

**LEGAL DESCRIPTION: ALL OF BLK D BERKSHIRE APTS SUB MBK 8 PG 40 #SEC 38 T4S R2W
#MP28 08 38 4 001**

GJ/md



City of Mobile
Blight Survey -Re-Check

Report Date - _____

Property Address

4000 SEABREEZE RD N/ 300-322 SEABREEZE CT

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	N
Bldg Open To Public	Y	Wall Compromised	N
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	01/28/2025	Comments	

Property Score

Score	12	Score Description	STABILIZE
-------	----	-------------------	-----------

REVIEW COMMITTEE

SECURE



DEMOLITION



APPROVAL DATE

1-28-25 

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 04/28/2025

Property Address: 300-322 Seabreeze Ct/4000-4016, 351-357 Seabreeze N&E **District No:** 5

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









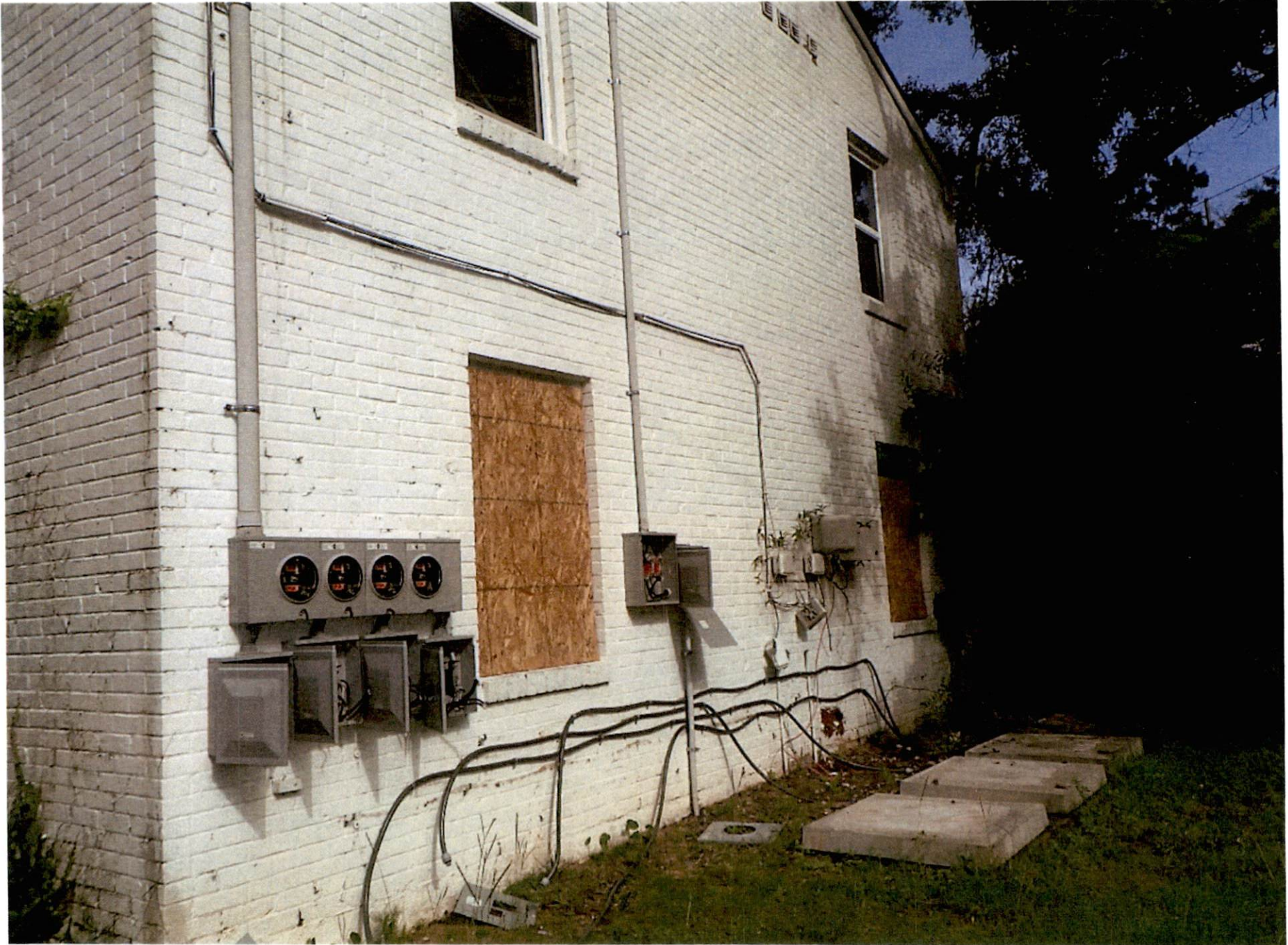






























































































































Affidavit of Mailed Notice



June 10, 2025

State of Alabama
County of Mobile

Subject Property – 4000-4016 SEABREEZE ROAD NORTH, 351-359 SEABREEZE ROAD EAST, 300-322 SEABREEZE COURT & 3980 CRESTHAVEN ROAD.

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

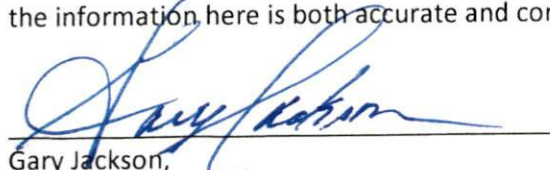
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 3 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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


Gary Jackson,
Deputy Director Municipal Enforcement

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement



Berkshire Apartments LLC
Berkshire Apartments TIC SL LLC
4021 Seabreeze Road North
Mobile, AL 36609

April 30, 2025

RE: 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315,
316, 317, 318, 319, 320, 322 Seabreeze Court, 351, 353, 355, 357, 359
Seabreeze Road East, 3980 Cresthaven Road, 4000, 4002, 4004, 4008, 4010, 4012,
4014, 4016 Seabreeze Road North
Project Number: ME-004-25

Dear Berkshire Apartments LLC, Berkshire Apartments TIC SL LLC:

On February 26, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 322 Seabreeze Court, 351, 353, 355, 357, 359 Seabreeze Road East, 3980 Cresthaven Road, 4000, 4002, 4004, 4008, 4010, 4012, 4014, 4016 Seabreeze Road North.

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

ALL OF BLK D BERKSHIRE APTS SUB MBK 8 PG 40 #SEC 38 T4S R2W
#MP28 08 38 4 001

Parcel Number: 28 08 38 4 001 063

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

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

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

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

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

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

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

- a) Repair the structures / and or building by **June 13, 2025**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **June 13, 2025**, provide the Code Official with a work plan to accomplish the repairs by **June 13, 2025**, which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **June 13, 2025**, which is 45 days from the date of this NOTICE.

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

- IV. **NOTICE** is hereby given that on June 17, 2025 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
☒ Demolished

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

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

Respectfully,



Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 4021 Seabreeze Road N

Date: February 3, 2025

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: February 3, 2025

Per the Title Report, the owner is: Fee Simple Title is vested in Berkshire Apartments LLC, a Delaware limited liability company (60% undivided interest), and Berkshire Apartments TIC SL LLC, A Delaware limited liability company (40% undivided interest).

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|---|--|
| 1 | Berkshire Apartments LLC
Berkshire Apartments TIC SL LLC
4021 Seabreeze Rd N
Mobile AL 36609 | Main apartment address for multiple parcels –
Subject/location address per Google. |
| 2 | Berkshire Apartments LLC
Berkshire Apartments TIC SL LLC
888 Woodmere PL Ste C
Woodmere NY 11598-2016 | Alabama Secretary of State website Principle
Address. Revenue Commission mailing address.
Warranty Deed mailing address. |
| 3 | Berkshire Apartments LLC
Berkshire Apartments TIC SL LLC
c/o Vcorp Agent Services, Inc
2 North Jackson St Ste 605
Montgomery AL 36104 | Registered Agent address |

**TAX STATUS: 2024 TAXES ON ALL PARCELS ARE
CURRENT – BUSINESS PERSONAL PROPERTY TAXES
ARE DUE – MUST CONTACT PERSONAL PROPERTY
DEPARTMENT TO GET TOTAL DUE WITH INTEREST.**

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

RESOLUTION

Sponsored by: 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 **4000-4016 SEABREEZE ROAD NORTH, 351-359 SEABREEZE ROAD EAST, 300-322 SEABREEZE COURT & 3980 CRESTHAVEN ROAD** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 1, 3, 4, 7, 8 and 15; and***

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **4000-4016 SEABREEZE ROAD NORTH, 351-359 SEABREEZE ROAD EAST, 300-322 SEABREEZE COURT & 3980 CRESTHAVEN ROAD** described as:

**ALL OF BLK D BERKSHIRE APTS SUB MBK 8 PG 40 #SEC 38 T4S R2W
#MP28 08 38 4 001**

Parcel Number: 28 08 38 4 001 063

Last Assessed to: BERKSHIRE APARTMENTS LLC 60% UNDIV INT & BERKSHIRE APARTMENTS TIC SL LLC 40% UNDIV INT

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 ***secured/demolish*** 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

RESOLUTION

Sponsored by: 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 **4005 CRESTHAVEN ROAD, 402 SEABREEZE ROAD EAST** 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 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 **4005 CRESTHAVEN ROAD, 402 SEABREEZE ROAD EAST** described as:

ALL OF BLK B BERKSHIRE APTS SUB MBK 8 PG 40 #SEC 38 T4S R2W
#MP28 08 38 4 004

Parcel Number: 28 08 38 4 004 020

Last Assessed to: BERKSHIRE APARTMENTS LLC 60% UNDIV INT & BERKSHIRE APARTMENTS TIC SL LLC 40% UNDIV INT

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 ***secured/demolish*** 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

June 10, 2025



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: **Nuisance Abatement Hearing Request**

Please place the following notice on the City Council agenda for **Tuesday, June 17, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **4005 CRESTHAVEN ROAD, 402 SEABREEZE ROAD EAST.** OWNED BY OR MAY HAVE AN INTEREST: **BERKSHIRE APARTMENTS LLC 60% UNDIV INT & BERKSHIRE APARTMENTS TIC SL LLC 40% UNDIV INT** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 28 08 38 4 004 020

COUNCIL DISTRICT 5 – JOEL DAVES

**LEGAL DESCRIPTION: ALL OF BLK B BERKSHIRE APTS SUB MBK 8 PG 40 #SEC 38 T4S R2W
#MP28 08 38 4 004**

GJ/md



City of Mobile
Blight Survey -Re-Check

Report Date - _____

Property Address

4005 CRESTHAVEN ROAD

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	N
Bldg Open To Public	Y	Wall Compromised	N
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	01/28/2025	Comments	

Property Score

Score	12	Score Description	STABILIZE
-------	----	-------------------	-----------

REVIEW COMMITTEE

SECURE ☒

DEMOLITION ☐

APPROVAL DATE

1-28-25

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 04/28/2025

Property Address 4005 Cresthaven Road, 402 Seabreeze Road East **District No:** 5

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





















Affidavit of Mailed Notice



June 10, 2025

State of Alabama
County of Mobile

Subject Property – 4005 CRESTHAVEN ROAD, 402 SEABREEZE ROAD EAST.

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

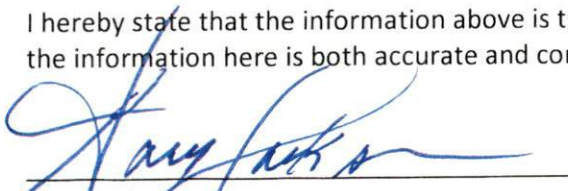
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 3 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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



Gary Jackson,
Deputy Director Municipal Enforcement

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement



Berkshire Apartments LLC
Berkshire Apartments TIC SL LLC
4021 Seabreeze Road North
Mobile, AL 36609

April 30, 2025

RE: **4005 Cresthaven Road, 402 Seabreeze Road East**
Project Number: ME-007-25

Dear Berkshire Apartments LLC, Berkshire Apartments TIC SL LLC:

On February 26, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 4005 Cresthaven Road, 402 Seabreeze Road East.

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

ALL OF BLK B BERKSHIRE APTS SUB MBK 8 PG 40 #SEC 38 T4S R2W
#MP28 08 38 4 004

Parcel Number: 28 08 38 4 004 020

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

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

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

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

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

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

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

- a) Repair the structures / and or building by **June 13, 2025**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **June 13, 2025**, provide the Code Official with a work plan to accomplish the repairs by **June 13, 2025**, which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **June 13, 2025**, which is 45 days from the date of this NOTICE.

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

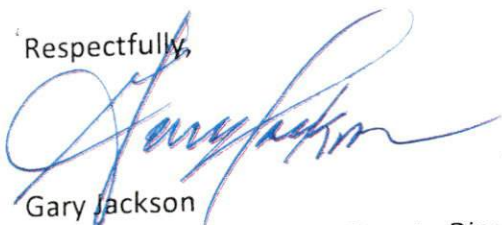
- IV. **NOTICE** is hereby given that on June 17, 2025 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
☒ Demolished

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

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

Respectfully,



Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKS

RE: 4021 Seabreeze Road N

Date: February 3, 2025

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: February 3, 2025

Per the Title Report, the owner is: Fee Simple Title is vested in Berkshire Apartments LLC, a Delaware limited liability company (60% undivided interest), and Berkshire Apartments TIC SL LLC, A Delaware limited liability company (40% undivided interest).

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- 1 Berkshire Apartments LLC
Berkshire Apartments TIC SL LLC
4021 Seabreeze Rd N
Mobile AL 36609
Main apartment address for multiple parcels –
Subject/location address per Google.
- 2 Berkshire Apartments LLC
Berkshire Apartments TIC SL LLC
888 Woodmere PL Ste C
Woodmere NY 11598-2016
Alabama Secretary of State website Principle
Address. Revenue Commission mailing address.
Warranty Deed mailing address.
- 3 Berkshire Apartments LLC
Berkshire Apartments TIC SL LLC
c/o Vcorp Agent Services, Inc
2 North Jackson St Ste 605
Montgomery AL 36104
Registered Agent address

**TAX STATUS: 2024 TAXES ON ALL PARCELS ARE
CURRENT – BUSINESS PERSONAL PROPERTY TAXES
ARE DUE – MUST CONTACT PERSONAL PROPERTY
DEPARTMENT TO GET TOTAL DUE WITH INTEREST.**

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

RESOLUTION

Sponsored by: 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 **4005 CRESTHAVEN ROAD, 402 SEABREEZE ROAD EAST** 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 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 **4005 CRESTHAVEN ROAD, 402 SEABREEZE ROAD EAST** described as:

ALL OF BLK B BERKSHIRE APTS SUB MBK 8 PG 40 #SEC 38 T4S R2W
#MP28 08 38 4 004

Parcel Number: 28 08 38 4 004 020

Last Assessed to: BERKSHIRE APARTMENTS LLC 60% UNDIV INT & BERKSHIRE APARTMENTS TIC SL LLC 40% UNDIV INT

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 ***secured/demolish*** 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

RESOLUTION

Sponsored by: 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 **403 & 405 SEABREEZE ROAD EAST** 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 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 **403 & 405 SEABREEZE ROAD EAST** described as:

ALL OF BLK A BERKSHIRE APTS SUB MBK 8 PG 40 #SEC 38 T4S R2W
#MP28 08 38 4 004

Parcel Number: 28 08 38 4 004 076

Last Assessed to: BERKSHIRE APARTMENTS LLC 60% UNDIV INT & BERKSHIRE APARTMENTS TIC SL LLC 40% UNDIV INT

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

June 10, 2025



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement



RE: **Nuisance Abatement Hearing Request**

Please place the following notice on the City Council agenda for **Tuesday, June 17, 2025**.

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **403 & 405 SEABREEZE ROAD EAST**. OWNED BY OR MAY HAVE AN INTEREST: **BERKSHIRE APARTMENTS LLC 60% UNDIV INT & BERKSHIRE APARTMENTS TIC SL LLC 40% UNDIV INT** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT".
(See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 28 08 38 4 004 076

COUNCIL DISTRICT 5 – JOEL DAVES

**LEGAL DESCRIPTION: ALL OF BLK A BERKSHIRE APTS SUB MBK 8 PG 40 #SEC 38 T4S R2W
#MP28 08 38 4 004**

GJ/md



City of Mobile
Blight Survey -Re-Check

Report Date - _____

Property Address

403-405 SEABREEZE ROAD EAST

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	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	01/28/2025	Comments	

Property Score

Score	57	Score Description	DEMO
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REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE

1-28-25

Notes 4 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 04/28/2025

Property Address: 403-405 Seabreeze Rd E. **District No:** 5

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









Affidavit of Mailed Notice



June 10, 2025

State of Alabama
County of Mobile

Subject Property – 403 & 405 SEABREEZE ROAD EAST.

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

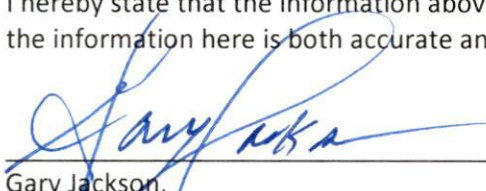
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 3 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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



Gary Jackson,
Deputy Director Municipal Enforcement

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement



Berkshire Apartments LLC
Berkshire Apartments TIC SL LLC
4021 Seabreeze Road North
Mobile, AL 36609

April 30, 2025

RE: **403, 405 Seabreeze Road East**
Project Number: ME-006-25

Dear Berkshire Apartments LLC, Berkshire Apartments TIC SL LLC:

On February 26, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 403, 405 Seabreeze Road East.

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

ALL OF BLK A BERKSHIRE APTS SUB MBK 8 PG 40 #SEC 38 T4S R2W
#MP28 08 38 4 004

Parcel Number: 28 08 38 4 004 076

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

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

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

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

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

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

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

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

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

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

- a) Repair the structures / and or building by **June 13, 2025**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **June 13, 2025**, provide the Code Official with a work plan to accomplish the repairs by **June 13, 2025**, which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **June 13, 2025**, which is 45 days from the date of this NOTICE.

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

- IV. **NOTICE** is hereby given that on June 17, 2025 at 10:30 a.m., a hearing will be held before the **City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
☒ Demolished

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

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

Respectfully,



Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 4021 Seabreeze Road N

Date: February 3, 2025

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: February 3, 2025

Per the Title Report, the owner is: Fee Simple Title is vested in Berkshire Apartments LLC, a Delaware limited liability company (60% undivided interest), and Berkshire Apartments TIC SL LLC, A Delaware limited liability company (40% undivided interest).

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|---|--|
| 1 | Berkshire Apartments LLC
Berkshire Apartments TIC SL LLC
4021 Seabreeze Rd N
Mobile AL 36609 | Main apartment address for multiple parcels –
Subject/location address per Google. |
| 2 | Berkshire Apartments LLC
Berkshire Apartments TIC SL LLC
888 Woodmere PL Ste C
Woodmere NY 11598-2016 | Alabama Secretary of State website Principle
Address. Revenue Commission mailing address.
Warranty Deed mailing address. |
| 3 | Berkshire Apartments LLC
Berkshire Apartments TIC SL LLC
c/o Vcorp Agent Services, Inc
2 North Jackson St Ste 605
Montgomery AL 36104 | Registered Agent address |

**TAX STATUS: 2024 TAXES ON ALL PARCELS ARE
CURRENT – BUSINESS PERSONAL PROPERTY TAXES
ARE DUE – MUST CONTACT PERSONAL PROPERTY
DEPARTMENT TO GET TOTAL DUE WITH INTEREST.**

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

RESOLUTION

Sponsored by: 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 **4008 SEABREEZE ROAD NORTH & 319 SEABREEZE COURT** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 1, 3, 4, 7, 8 and 15;*** and

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **4008 SEABREEZE ROAD NORTH & 319 SEABREEZE COURT** described as:

ALL OF BLK D BERKSHIRE APTS SUB MBK 8 PG 40 #SEC 38 T4S R2W
#MP28 08 38 4 001

Parcel Number: 28 08 38 4 001 063

Last Assessed to: BERKSHIRE APARTMENTS LLC 60% UNDIV INT & BERKSHIRE APARTMENTS TIC SL LLC 40% UNDIV INT

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

June 10, 2025



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: **Nuisance Abatement Hearing Request**

Please place the following notice on the City Council agenda for **Tuesday, June 17, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **4008 SEABREEZE ROAD NORTH & 319 SEABREEZE COURT**. OWNED BY OR MAY HAVE AN INTEREST: **BERKSHIRE APARTMENTS LLC 60% UNDIV INT & BERKSHIRE APARTMENTS TIC SL LLC 40% UNDIV INT** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 28 08 38 4 001 063

COUNCIL DISTRICT 5 – JOEL DAVES

**LEGAL DESCRIPTION: ALL OF BLK D BERKSHIRE APTS SUB MBK 8 PG 40 #SEC 38 T4S R2W
#MP28 08 38 4 001**

GJ/md



City of Mobile
Blight Survey -Re-Check

Report Date - _____

Property Address

4008 SEABREEZE RD N/ 319 SEABREEZE CT

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	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	01/28/2025	Comments	

Property Score

Score	57	Score Description	DEMO
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REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE

1-28-25
Noted 4 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 04/28/2025

Property Address: 4008 Seabreeze Rd N/319 Seabreeze Ct.

District No: 5

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









Affidavit of Mailed Notice



June 10, 2025

State of Alabama
County of Mobile

Subject Property – 4008 SEABREEZE ROAD NORTH & 319 SEABREEZE COURT.

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 3 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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


Gary Jackson,
Deputy Director Municipal Enforcement

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement



Berkshire Apartments LLC
Berkshire Apartments TIC SL LLC
4021 Seabreeze Road North
Mobile, AL 36609

April 30, 2025

RE: 319 Seabreeze Court, 4008 Seabreeze Road North
Project Number: ME-004-25

Dear Berkshire Apartments LLC, Berkshire Apartments TIC SL LLC:

On February 26, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 319 Seabreeze Court, 4008 Seabreeze Road North.

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

ALL OF BLK D BERKSHIRE APTS SUB MBK 8 PG 40 #SEC 38 T4S R2W
#MP28 08 38 4 001

Parcel Number: 28 08 38 4 001 063

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

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

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

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

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

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

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

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

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

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

- a) Repair the structures / and or building by **June 13, 2025**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **June 13, 2025**, provide the Code Official with a work plan to accomplish the repairs by **June 13, 2025**, which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **June 13, 2025**, which is 45 days from the date of this NOTICE.

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

IV. **NOTICE** is hereby given that on **June 17, 2025 at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or

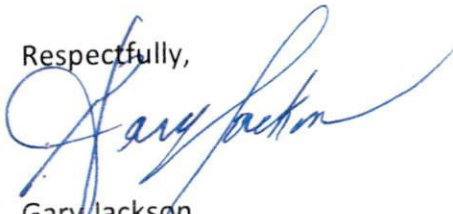
structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
- ☒ Demolished

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

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

Respectfully,



Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 4021 Seabreeze Road N

Date: February 3, 2025

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: February 3, 2025

Per the Title Report, the owner is: Fee Simple Title is vested in Berkshire Apartments LLC, a Delaware limited liability company (60% undivided interest), and Berkshire Apartments TIC SL LLC, A Delaware limited liability company (40% undivided interest).

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|---|--|
| 1 | Berkshire Apartments LLC
Berkshire Apartments TIC SL LLC
4021 Seabreeze Rd N
Mobile AL 36609 | Main apartment address for multiple parcels –
Subject/location address per Google. |
| 2 | Berkshire Apartments LLC
Berkshire Apartments TIC SL LLC
888 Woodmere PL Ste C
Woodmere NY 11598-2016 | Alabama Secretary of State website Principle
Address. Revenue Commission mailing address.
Warranty Deed mailing address. |
| 3 | Berkshire Apartments LLC
Berkshire Apartments TIC SL LLC
c/o Vcorp Agent Services, Inc
2 North Jackson St Ste 605
Montgomery AL 36104 | Registered Agent address |

**TAX STATUS: 2024 TAXES ON ALL PARCELS ARE
CURRENT – BUSINESS PERSONAL PROPERTY TAXES
ARE DUE – MUST CONTACT PERSONAL PROPERTY
DEPARTMENT TO GET TOTAL DUE WITH INTEREST.**

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE



MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **June 15, 2025**

SUBJECT: WEED LIEN GROUP **1665**

Attached, please find Assessment Lists for Weed Lien Group Number **1665** 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):

6/17/2025

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING):

7/22/2025

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

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

NUISANCE PHOTOS (DATED): 6/19/2025

LEGAL NOTICE DUE TO MOBILE LAGNIAPPE: 7/3/2025

LEGAL NOTICE ADS: 7/9/2025-7/16/2025

POSTING DATE: 7/15/2025

Copy to: Marchetta Taite

		WEED LIEN				
		CONTRACT NUMBER				
		1665			Res. No.	
6/17/2025		LOTS TO BE DECLARED			58-	
7/22/2025		LOTS FOR PUBLIC HEARING			58-	
//2025		LOTS TO BE ASSESSED FOR COST			58-	
		OLD SRO		Amount	Dis	N/A
No.	Address	CASE #	CASE #	Assessed		CBO
1	556 Oak Drive Ct	49562	51532		2	
2	2787 LeCren Street	49451	51434		1	
3	251 N. Pine Street	48912	51435		2	
4	230 Abrams Street	48994	51436		1	
5	815 Stanton Road	49658	51437		1	
6	256 N Pine Street	49635	51438		2	
7	416 Driver Street	50181	51439		1	
8	1105 Congress Street	50432	51440		2	
9	6254 Sarasota Drive	50149	51441		4	
10	560 Cedar Avenue	48396	51442		2	
11	1500 Lemon Street	44298	51443		2	
12	1567 Plover Street	36126	51444		2	
13	375 Cody Road	50422	51445		7	
14	1709 Griffin Street	50745	51447		1	
15	2506 Victory Avenue	49975	51448		1	
16	3608 Kent Road	50281	51449		3	
17	922 Bay Avenue	50263	51450		3	
18	924 Bay Avenue	50264	51451		3	
19	1721 Sigler Avenue	50555	51452		3	
20	1357 Gulf Field Dr E	38888	51453		3	
				\$ -		
Numbers of lots cut		Numbers of lots cut				
District total for this group						
1	6	1				
2	7	2				
3	5	3				
4	1	4				
5	0	5				
6	0	6				
7	1	7				
	20	0				
*ADD Added in from other Groups						
*CBO Cut By Owner						
*N/A Taken out by Inspector						

 6-11-25
 Marchetta Jute 6-11-25

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

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

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

SECTION 1: It has been determined by the City Council of Mobile that the weeds growing on the privately owned lots or parcels of land described in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part thereof as though set forth in full, known as **Group #1665** 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 **22nd day of July, 2025**, at ten thirty a.m., for the purpose of hearing any objections to the declarations contained in this resolution and to the proposed removal of such weeds, at which time all objections will be heard and given due consideration by the City Council of Mobile; and it is directed that there shall be conspicuously posted in front of each parcel of property, a notice headed "NOTICE TO DESTROY WEEDS," such heading to be in words not less than one inch in height and substantially in the form set out in such Act No. 329, approved April 29, 1988.

Adopted:

City Clerk

AGENDA ITEM SUMMARY SHEET

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

Agenda of: Tuesday, June 10, 2025
Date

Item No. _____

Submitted by: Mobile Police Department
Department

William Jackson
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:

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:

May 2025: Corporal Tiffany Monte

The employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or result in an outstanding improvement in service to the public.

Adopted:

City Clerk

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

Sponsored by: Councilmember Cory Penn

WHEREAS, *Councilmember Penn wishes to appropriate \$1,000.00 to **Brave by Reflections, Inc.***, from the *District 1 Discretionary Fund (10041020 42080)*; and

WHEREAS, *to **Brave by Reflections, 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 **Brave by Reflections, Inc.**, will be used to *assist with upcoming summer events*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$1,000.00 to Brave by Reflections, Inc.**, for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

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

Sponsored by: Councilmember William Carroll

WHEREAS, *Councilmember Carroll wishes to appropriate \$5,000.00 to **Opportunity 4 Entertainers & Performing Arts***, from the *District 2 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Opportunity 4 Entertainers & Performing Arts***, 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 ***Opportunity 4 Entertainers & Performing Arts***, will be used to *assist with the 8th Annual MOB Fest*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of *\$5,000.00 to **Opportunity 4 Entertainers & Performing Arts***, for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

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

Sponsored by: Councilmember William Carroll

WHEREAS, *Councilmember Carroll wishes to appropriate \$2,000.00 to **State Street Community Development Corporation**, from the District 2 Discretionary Fund (10041020 42080); and*

WHEREAS, **State Street Community Development Corporation**, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to **State Street Community Development Corporation**, will be used to *assist with underserved youth*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$2,000.00 to State Street Community Development Corporation**, for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

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

Sponsored by: Councilmember Ben Reynolds

WHEREAS, *Councilmember Reynolds wishes to appropriate \$1,000.00 to **Senior Citizens Services, Inc./Via Health, Fitness, and Enrichment Center**, from the District 4 Discretionary Fund (10041020 42080); and*

WHEREAS, **Senior Citizens Services, Inc./Via Health, Fitness, and Enrichment Center**, 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 **Senior Citizens Services, Inc./Via Health, Fitness, and Enrichment Center**, will be used to *assist with its annual "Cheers to the Years" gala on August 21, 2025.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$1,000.00 to Senior Citizens Services, Inc./Via Health, Fitness, and Enrichment Center**, for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

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

Sponsored by: Councilmember Joel Daves

WHEREAS, *Councilmember Daves wishes to appropriate \$500.00 to **Kingdom Covenant Connections, Inc.***, from the *District 5 Discretionary Fund (10041020 42080)*; and

WHEREAS, **Kingdom Covenant Connections, Inc.**, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to **Kingdom Covenant Connections, Inc.**, will be used to *assist with the 20th Annual Unity Walk 3-Day Weekend Celebration in September 2025*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$500.00 to Kingdom Covenant Connections, Inc.**, for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

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

Sponsored by: Councilmember Gina Gregory

WHEREAS, *Councilmember Gregory wishes to appropriate \$5,000.00 to **Foxfire Neighborhood**, from the District 7 Discretionary Fund (10041020 42080); and*

WHEREAS, **Foxfire Neighborhood**, 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 **Foxfire Neighborhood**, will be used to *assist with the installation of cameras and the beautification committee.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$5,000.00 to Foxfire Neighborhood**, for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

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

Sponsored by: Councilmember Gina Gregory

WHEREAS, *Councilmember Gregory wishes to appropriate \$1,000.00 to **Opportunity 4 Entertainers & Performing Arts***, from the *District 7 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Opportunity 4 Entertainers & Performing Arts***, 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 ***Opportunity 4 Entertainers & Performing Arts***, will be used to *assist with the 8th Annual MOB Fest*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of *\$5,000.00 to **Opportunity 4 Entertainers & Performing Arts***, for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

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

Sponsored by: *Councilmember Gina Gregory*

WHEREAS, *Councilmember Gregory wishes to appropriate \$1,000.00 to **Forest Hill Elementary School**, from District 7 Discretionary Funds (10041020 42080); and*

WHEREAS, ***Forest Hill Elementary School**, is public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and*

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to ***Forest Hill Elementary School**, will be used **Back-to-School***, which will serve a public purpose benefiting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$1,000.00 to **Forest Hill Elementary School** for the purposes described hereinabove and pursuant to the language on request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

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 to **John Will Elementary School**, from District 7 Discretionary Funds (10041020 42080); and*

WHEREAS, ***John Will Elementary School**, is public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and*

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to ***John Will Elementary School**, will be used **Back-to-School***, which will serve a public purpose benefiting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$1,000.00 to **John Will Elementary School** for the purposes described hereinabove and pursuant to the language on request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

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 to **Mary B. Austin Elementary School**, from District 7 Discretionary Funds (10041020 42080); and*

WHEREAS, ***Mary B. Austin Elementary School**, is public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and*

WHEREAS, *the Attorney General of the State of Alabama has opined that the granting of public funds is proper if the City Council determines that the same serves a public purpose; and*

WHEREAS, *the Mobile City Council determines that this appropriation to **Mary B. Austin Elementary School**, will be used **Back-to-School**, which will serve a public purpose benefiting the City of Mobile and its citizens.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$1,000.00 to **Mary B. Austin Elementary School** for the purposes described hereinabove and pursuant to the language on request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

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 to **Orchard Elementary School**, from District 7 Discretionary Funds (10041020 42080); and*

WHEREAS, **Orchard Elementary School**, is public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to **Orchard Elementary School**, *will be used **Back-to-School***, which will serve a public purpose benefiting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$1,000.00 to **Orchard Elementary School** for the purposes described hereinabove and pursuant to the language on request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION

Sponsored by: *Councilmember Josh Woods, District 6*

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of **\$2,000.00** be transferred from the District 6 General Fund, Discretionary Account DSC-06, from General Fund Account 10041020-42080 to the **Mobile Regional Senior Community Center Foundation** and will be used **to assist with the continuous upkeep of the Center's interior grounds, sponsor special events, and with the Center's goals.**

Adopted:

City Clerk

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

Sponsored by: Councilmember Josh Woods

WHEREAS, *Councilmember Woods wishes to appropriate \$2,000.00 to **Connie Hudson Senior Center Foundation**, from the District 6 Discretionary Fund (10041020 42080); and*

WHEREAS, **Connie Hudson Senior Center Foundation**, 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 **Connie Hudson Senior Center Foundation**, will be used to *assist with the continuous upkeep of the Center's interior grounds, sponsor special events, and with the Center's goals.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$2,000.00 to Connie Hudson Senior Center Foundation**, for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

09-872

2025

R E S O L U T I O N

Sponsored by: Councilmembers William Carroll, C. J. Small, Ben Reynolds, Joel Daves,
and Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE,
ALABAMA, that the Council adopted Resolutions 09-637 (D2), 09-638 (D3), 09-639 (D4), 09-
640 (D5), 09-658 (D6), and 09-641 (D7), on April 29, 2025.

BE IT FURTHER RESOLVED, that said resolutions approved fund transfers to Mobile
Parks & Recreation-Heroes Park, to assist with upcoming events and projects, and are hereby
declared to serve a public purpose.

Adopted:

City Clerk

09-873

2025

RESOLUTION

Sponsored by: *Councilmember Cory Penn, District 1*

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of **\$1,000.00** be transferred be transferred from the District 1 General Fund, Discretionary Account 1, from General Fund Account 10041020-42080 to the **Mobile Parks & Recreation-Heroes Park** and will be used **upcoming events and projects**. Said transfer of funds are hereby declared to serve a public purpose.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 17 June 2025
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to APT Advanced Polymer Technology Corp

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to APT Advanced Polymer Technology Corp for tennis court repair materials for Lyons Park.

CIP D2 MISC PK EXP ONLY REPAIRS TO EXISTING PARKS LESS THAN \$20K

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$18,355.06

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

**If Cost will continue, write "indefinite" and list project annual-cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement; Sourcewell cooperative purchasing agreement.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>25260</u>	2025	(2012) PARKS MAINTENANCE	TENNIS COURT REPAIR MATERIALS FOR LYONS PARK (PRICE BELOW BID REQUIREMENT, SOURCEWELL COOPERATIVE PURCHASING AGREEMENT)	\$18,355.06	<u>(299501) APT ADVANCED POLYMER TECHNOLOGY CORP</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025260-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 1
--	---	--------

Vendor APT ADVANCED POLYMER TECHNOLOGY CORP 109 CONICA LANE EVANS CITY, PA 16033 Tel#724-452-3021	Ship To LYONS PARK 180 LYONS PARK AVENUE MOBILE, AL 36604 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To LYONS PARK 180 LYONS PARK AVENUE MOBILE, AL 36604
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/25	299501				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER YOUR QUOTE 147220 AND SOURCEWELL CONTRACT 031022-AST ACRYLIC RESURFACER BLACK, APT ADVANCED POLYMER ITEM# 5073-055 - 10,000 DRUM	10.00 DRUM	632.50000	6325.00
-----	--	---------------	-----------	---------

1	2000.80.00.0000.0000.0000.0000.44020. E C0735 .OPERSUPPLS.			6325.00
---	---	--	--	---------

Ship To
 LYONS PARK
 180 LYONS PARK AVENUE
 MOBILE, AL 36604
 Delivery Reference
 CATHY HANKINS

Deliver To
 LYONS PARK
 180 LYONS PARK AVENUE
 MOBILE, AL 36604

002	CCC DK BLUE, 5,000 DRUM ITEM# 5736-055	5.00 DRUM	854.70000	4273.50
-----	---	--------------	-----------	---------

1	2000.80.00.0000.0000.0000.0000.44020. E C0735 .OPERSUPPLS.			4273.50
---	---	--	--	---------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025260-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 2
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Vendor APT ADVANCED POLYMER TECHNOLOGY CORP 109 CONICA LANE EVANS CITY, PA 16033 Tel#724-452-3021	Ship To LYONS PARK 180 LYONS PARK AVENUE MOBILE, AL 36604 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To LYONS PARK 180 LYONS PARK AVENUE MOBILE, AL 36604
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/25	299501				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To LYONS PARK 180 LYONS PARK AVENUE MOBILE, AL 36604 Delivery Reference CATHY HANKINS Deliver To LYONS PARK 180 LYONS PARK AVENUE MOBILE, AL 36604			
003	CCC MEDIUM GREEN, 5,000 DRUM, ITEM# 5088-055	5.00 DRUM	854.70000	4273.50
1	2000.80.00.0000.0000.0000.0000.44020. E C0735 .OPERSUPPLS.			4273.50
	Ship To LYONS PARK 180 LYONS PARK AVENUE MOBILE, AL 36604 Delivery Reference CATHY HANKINS Deliver To LYONS PARK 180 LYONS PARK AVENUE MOBILE, AL 36604			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025260-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 3
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Vendor APT ADVANCED POLYMER TECHNOLOGY CORP 109 CONICA LANE EVANS CITY, PA 16033 Tel#724-452-3021	Ship To LYONS PARK 180 LYONS PARK AVENUE MOBILE, AL 36604 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To LYONS PARK 180 LYONS PARK AVENUE MOBILE, AL 36604
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/25	299501				PARKS MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
004 TEXTURED LINE PAINT WHITE, 3,000 BOX, ITEM# 8428-BOX	3.00 BOX	60.02000	180.06
1 2000.80.00.0000.0000.0000.0000.44020. E C0735 .OPERSUPPLS.			180.06
Ship To LYONS PARK 180 LYONS PARK AVENUE MOBILE, AL 36604 Delivery Reference CATHY HANKINS Deliver To LYONS PARK 180 LYONS PARK AVENUE MOBILE, AL 36604			
005 GRNSIL 7030/SNAD 80 MESH ROU, ITEM# 8021-B22	192.00 BAG	10.56250	2028.00
1 2000.80.00.0000.0000.0000.0000.44020. E C0735 .OPERSUPPLS.			2028.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025260-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 4
--	---	--------

Vendor APT ADVANCED POLYMER TECHNOLOGY CORP 109 CONICA LANE EVANS CITY, PA 16033 Tel#724-452-3021	Ship To LYONS PARK 180 LYONS PARK AVENUE MOBILE, AL 36604 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To LYONS PARK 180 LYONS PARK AVENUE MOBILE, AL 36604
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/25	299501				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To LYONS PARK 180 LYONS PARK AVENUE MOBILE, AL 36604 Delivery Reference CATHY HANKINS Deliver To LYONS PARK 180 LYONS PARK AVENUE MOBILE, AL 36604			
006	FREIGHT	1.00 EACH	1275.00000	1275.00
	Vendor Item Inventory Item/Loc 14009			
1	2000.80.00.0000.0000.0000.0000.44020. E C0735 .OPERSUPPLS.			1275.00
	Ship To LYONS PARK 180 LYONS PARK AVENUE MOBILE, AL 36604 Delivery Reference CATHY HANKINS Deliver To LYONS PARK			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025260-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved
--	---

Page 5

Vendor
 APT ADVANCED POLYMER TECHNOLOGY CORP
 109 CONICA LANE

Ship To
 LYONS PARK
 180 LYONS PARK AVENUE

EVANS CITY, PA 16033

MOBILE, AL 36604
 HANKINSC@CITYOFMOBILE.ORG

Tel#724-452-3021

Delivery Reference
 CATHY HANKINS

Deliver To
 LYONS PARK
 180 LYONS PARK AVENUE

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/25	299501				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	180 LYONS PARK AVENUE MOBILE, AL 36604			

Requisition Link

Requisition Total 18355.06

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

Account	Amount	Remaining Budget
E C0735 .OPERSUPPLS.	18355.06	9500.98

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.44020.	18355.06	

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Approved	06/02/25	KIM CARMODY	
Approved	06/02/25	DANIEL OTTO	Auto approved by: 910520521
Approved	06/02/25	BRENDA RHODES	
Approved	06/02/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	06/02/25	RELYA MALLORY	Auto approved by: 910511034
Forward	06/06/25	CLAUDE BUERGER IV	Automatic Forward to 910520668
Unknown	06/09/25	SANDRA LEWIS	
Approved	06/09/25	DONALD ROSE	Auto approved by: 910518227
Approved	06/09/25	SANDRA LEWIS	
Approved	06/09/25	STEVEN KRONINGER	Auto approved by: 910518227
Approved	06/09/25	JOHNNIE HARRUB	Auto approved by: 910518227
Approved	06/09/25	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	06/09/25	ANNE FOLEY	Auto approved by: 910518227

AstroTurf

Athletic surfaces

#031022-AST

Maturity Date: 5/26/2027

Website: astroturf.com/cooperative-purchasing [↗](#)Sourcewell
Awarded Contract

Contact us

Have questions about a contract or cooperative purchasing?

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

Products & Services

Buy Sourcewell

Documents

Contact Information

Documents

Contract Documentation

- [Contract](#) [↗](#)
- [Contract Extension](#) [↗](#)

Competitive Solicitation Documentation

- [Request for Proposal \(RFP\)](#) [↗](#)
- [Proof of Publication](#) [↗](#)
- [Proposal Opening Record](#) [↗](#)
- [Proposal Evaluation](#) [↗](#)
- [Comment & Review](#) [↗](#)
- [Board Resolutions](#) [↗](#)

Pricing Documentation

Information in this file is subject to change

- [Contract 031022-AST-Price Information](#) [↗](#)

Additional Files

- [Locate your local dealer or representative](#) [↗](#)

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Sourcewell

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Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338



Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

December 11, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

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

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2025**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2023-135.

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

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

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

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

Sincerely,

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

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 17 June 2025
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

_____ Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Musco Sports Lighting LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Musco Sports Lighting LLC for new lighting equipment for
Westside Park ball fields.

CIP - Westside Park Light & Resurfacing

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$580,000.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

**If Cost will continue, write "indefinite" and list project annual-cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sourcewell cooperative purchasing agreement, not on state contract.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>25475</u>	2025	(3032) ARCHITECTURAL ENGINEERING	NEW LIGHTING EQUIPMENT FOR WESTSIDE PARK BALL FIELDS (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$580,000.00	(<u>278697</u>) <u>MUSCO SPORTS</u> <u>LIGHTING LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025475-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 1
--	---	--------

Vendor
 MUSCO SPORTS LIGHTING LLC
 100 1ST AVENUE WEST

OSKALOOSA, IA 52577

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

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 ELIZABETH.MILLER@CITYOFMOBILE.ORG

Delivery Reference
 MARILYN BULLARD

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/04/25	278697				ARCHITECTURAL ENGINEERING

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

General Notes

001	AS PER YOUR QUOTE ON MAST PROJECT 199030 MUSCO PROJECT #234180 SOURCEWELL CONTRACT 041123-MSL EXPIRES 6-016-2027 LIGHTING 6 BALL FIELDS LIGHT-STRUCTURE SYSTEM RETROFIT WITH TOTAL LIGHT CONTROL TLC FOR LED	1.00 EACH	580000.00000	580000.00
-----	--	--------------	--------------	-----------

1	2000.80.00.0000.0000.0000.0000.48010. E C1002 .CONSTRUCTN.			580000.00
---	---	--	--	-----------

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 Delivery Reference
 MARILYN BULLARD

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

[Requisition Link](#)

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025475-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved
---	--

Page 2

Vendor
 MUSCO SPORTS LIGHTING LLC
 100 1ST AVENUE WEST

OSKALOOSA, IA 52577

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

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 ELIZABETH.MILLER@CITYOFMOBILE.ORG

Delivery Reference
 MARILYN BULLARD

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/04/25	278697				ARCHITECTURAL ENGINEERING

LN Description / Account	Requisition Total	Qty	Unit Price	Net Price
				580000.00

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

Account	Amount	Remaining Budget
E C1002 .CONSTRUCTN.	580000.00	700287.52

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.48010.	580000.00	

CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION

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

Activity	Date	Clerk	Comment
Approved	06/09/25	CARLEEN STOUT	approved!
Approved	06/09/25	CHAD HOLM	Auto approved by: 910518486
Approved	06/09/25	BRENDA RHODES	
Approved	06/09/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	06/09/25	RELYA MALLORY	Auto approved by: 910511034
Approved	06/10/25	DONALD ROSE	Auto approved by: 910518227
Approved	06/10/25	SANDRA LEWIS	
Approved	06/10/25	STEVEN KRONINGER	Auto approved by: 910518227
Approved	06/10/25	JOHNNIE HARRUB	Auto approved by: 910518227
Approved	06/10/25	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	06/10/25	ANNE FOLEY	Auto approved by: 910518227
Approved	06/10/25	JOHN PAINE	Auto approved by: 910518227

Authorized By: _____ Date: _____
 Signature

Musco Sports Lighting, LLC

Sports lighting

#041123-MSL

Maturity Date: 6/16/2027

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

Products & Services

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

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

Contact us

Have questions about a contract or cooperative purchasing?

[Contact our dedicated team online](#) or call 877-585-9706.

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Username

Password

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

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[Supplier Resources](#) →



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Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338



Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

December 11, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

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

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

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

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

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

Sincerely,

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

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 17 June 2025
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Tarkett USA, Inc.

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Tarkett USA Inc for flooring for Azalea City Golf Course clubhouse.

CIP - Azalea City Golf Course Flooring

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$34,489.97

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

**If Cost will continue, write "indefinite" and list project annual-cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sourcewell cooperative purchasing agreement, not on state contract.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>25075</u>	2025	(3032) ARCHITECTURAL ENGINEERING	FLOORING FOR AZALEA CITY GOLF COURSE CLUBHOUSE (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$34,489.97	<u>(296490)</u> <u>TARKETT USA INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025075-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 1
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Vendor TARKETT USA INC. 1735 CLEVELAND HWY DALTON, GA 30721 Tel#251 604 6897	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 BEATRIZ.JORDAN@CITYOFMOBILE.ORG Delivery Reference MARILYN BULLARD Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/28/25	296490				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER YOUR QUOTE 968024 AND TARKETT SOURCEWELL CONTRACT 061323-TFU GABARDINE ETHOS OMNICOAT MODULAR TILE 24-24 COLOR- PRAIRIE WIND	546.70 YARD	22.50000	12300.75
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1	2000.80.00.0000.0000.0000.0000.48010. E F500-001 .CONSTRUCTN.			12300.75
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Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 Delivery Reference
 MARILYN BULLARD

Deliver To
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 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

002	ASSERTIVE RIB ETHOS OMNICOAT MODULAR TILE 24X24 COLOR NAME: BLACKSMITH	6.67 YARD	48.00000	320.16
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025075-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 2
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Vendor
 TARKETT USA INC.
 1735 CLEVELAND HWY

 DALTON, GA 30721
 Tel#251 604 6897

Ship To
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 205 GOVERNMENT STREET
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 BEATRIZ.JORDAN@CITYOFMOBILE.ORG

Delivery Reference
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/28/25	296490				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
1 2000.80.00.0000.0000.0000.0000.48010. E F500-001 .CONSTRUCTN.			320.16

Ship To
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 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

003 C-EX MODULAR TILE ADHESIVE - 4 GAL.	4.00 EACH	126.52000	506.08
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1 2000.80.00.0000.0000.0000.0000.48010. E F500-001 .CONSTRUCTN.			506.08
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Ship To
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 MOBILE, AL 36644
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Vendor
 TARKETT USA INC.
 1735 CLEVELAND HWY

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 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/28/25	296490				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
004	C-56E PREMIUM FLOOR PRIMER - 4 GAL.	4.00 EACH	126.52000	506.08
1	2000.80.00.0000.0000.0000.0000.48010. E F500-001 .CONSTRUCTN.			506.08
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference MARILYN BULLARD			
	Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
005	MESTO CONFIGURATION 24X24 TILE (48 SF/CT) COLOR NAME--VOYAGE	720.00 SQ FT	9.93000	7149.60

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Vendor
 TARKETT USA INC.
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Ship To
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/28/25	296490				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.48010. E F500-001 .CONSTRUCTN.			7149.60
Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference MARILYN BULLARD Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644				
006	TARKETT DC 6" WALLBASE 4' COVE STICKS COLOR NAME-- TBD	300.00 EACH	2.05000	615.00
1	2000.80.00.0000.0000.0000.0000.48010. E F500-001 .CONSTRUCTN.			615.00

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 TARKETT USA INC.
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Ship To
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 BEATRIZ.JORDAN@CITYOFMOBILE.ORG

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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/28/25	296490				ARCHITECTURAL ENGINEERING

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

007 TARKETT METAL EDGE ME001 (12' EACH) COLOR NAME-- TBD	5.00 EACH	23.39000	116.95
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1 2000.80.00.0000.0000.0000.0000.48010. E F500-001 .CONSTRUCTN.			116.95
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Ship To
 ARCHITECTURAL ENGINEERING
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 MOBILE, AL 36644
 Delivery Reference
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Deliver To

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Vendor TARKETT USA INC. 1735 CLEVELAND HWY DALTON, GA 30721 Tel#251 604 6897	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 BEATRIZ.JORDAN@CITYOFMOBILE.ORG Delivery Reference MARILYN BULLARD
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Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/28/25	296490				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
008	965 FLOORING & TREAD ADHESIVE (135 SF/1 GAL) 4 GAL	2.00 EACH	199.65000	399.30
1	2000.80.00.0000.0000.0000.0000.48010. E F500-001 .CONSTRUCTN.			399.30

Ship To
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Deliver To
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 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

009	960 30 OZ CART WALL BASE ADH (12/BOX)	1.00 EACH	106.07000	106.07
1	2000.80.00.0000.0000.0000.0000.48010.			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025075-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 7
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Vendor TARKETT USA INC. 1735 CLEVELAND HWY DALTON, GA 30721 Tel#251 604 6897	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 BEATRIZ.JORDAN@CITYOFMOBILE.ORG Delivery Reference MARILYN BULLARD
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 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/28/25	296490				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	E F500-001 .CONSTRUCTN.			106.07

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

010 CARPET INSTALLATION - MODULAR TILE	487.58 YARD	5.72000	2788.96
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1 2000.80.00.0000.0000.0000.0000.48010. E F500-001 .CONSTRUCTN.	2788.96
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 205 GOVERNMENT STREET
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 MOBILE, AL 36644
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Vendor
 TARKETT USA INC.
 1735 CLEVELAND HWY

 DALTON, GA 30721
 Tel#251 604 6897

Ship To
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/28/25	296490				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
011	RUBBER TILE- INSTALLATION	588.57 EACH	2.45000	1442.00
1	2000.80.00.0000.0000.0000.0000.48010. E F500-001 .CONSTRUCTN.			1442.00
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference MARILYN BULLARD Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			

012	BASE (6" AND ABOVE) - INSTALLATION	200.00 FOOT	1.64000	328.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025075-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 9
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Vendor
 TARKETT USA INC.
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 Tel#251 604 6897

Ship To
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/28/25	296490				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.48010. E F500-001 .CONSTRUCTN.			328.00

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 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

013 CARPET REMOVAL - DIRECT GLUE	333.00 YARD	4.75000	1581.75
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1	2000.80.00.0000.0000.0000.0000.48010. E F500-001 .CONSTRUCTN.			1581.75
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Ship To
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025075-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 10
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Vendor TARKETT USA INC. 1735 CLEVELAND HWY DALTON, GA 30721 Tel#251 604 6897	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 BEATRIZ.JORDAN@CITYOFMOBILE.ORG Delivery Reference MARILYN BULLARD Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/28/25	296490				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
014 CARPET DISPOSAL	333.00 YARD	0.55000	183.15
1 2000.80.00.0000.0000.0000.0000.48010. E F500-001 .CONSTRUCTN.			183.15
Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference MARILYN BULLARD Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			

015 RUBBER FLOOR REMOVAL	979.45 FOOT	1.20000	1175.34
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025075-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved
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Vendor
 TARKETT USA INC.
 1735 CLEVELAND HWY

DALTON, GA 30721

Tel#251 604 6897

Ship To
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/28/25	296490				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.48010. E F500-001 .CONSTRUCTN.			1175.34
Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference MARILYN BULLARD Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644				
016	REMOVAL AND DISPOSAL OF COVE BASE	200.00 FOOT	0.55000	110.00
1	2000.80.00.0000.0000.0000.0000.48010. E F500-001 .CONSTRUCTN.			110.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025075-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 12
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Vendor TARKETT USA INC. 1735 CLEVELAND HWY DALTON, GA 30721 Tel#251 604 6897	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 BEATRIZ.JORDAN@CITYOFMOBILE.ORG Delivery Reference MARILYN BULLARD Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/28/25	296490				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference MARILYN BULLARD Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
017 FURNITURE REMOVAL/REPLACEMENT	415.00 YARD	5.00000	2075.00

1 2000.80.00.0000.0000.0000.0000.48010. E F500-001 .CONSTRUCTN.			2075.00
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Deliver To

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Vendor
 TARKETT USA INC.
 1735 CLEVELAND HWY

DALTON, GA 30721

Tel#251 604 6897

Ship To
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/28/25	296490				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			

018 FLOOR PREP - MATERIAL AND LABOR	588.57 EACH	0.86000	506.17
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1 2000.80.00.0000.0000.0000.0000.48010. E F500-001 .CONSTRUCTN.			506.17
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 MARILYN BULLARD

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

019 TRANSITION STRIPS INSTALL	55.00 FOOT	0.82000	45.10
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1 2000.80.00.0000.0000.0000.0000.48010.			
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025075-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 14
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Vendor
 TARKETT USA INC.
 1735 CLEVELAND HWY

 DALTON, GA 30721
 Tel#251 604 6897

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 BEATRIZ.JORDAN@CITYOFMOBILE.ORG

Delivery Reference
 MARILYN BULLARD

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/28/25	296490				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	E F500-001 .CONSTRUCTN.			45.10

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

020 MOISTURE TESTING F&I	3.00 EACH	163.50000	490.50
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1 2000.80.00.0000.0000.0000.0000.48010. E F500-001 .CONSTRUCTN.	490.50
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/28/25	296490				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			

021	S1 FREIGHT (CARPET)	1.00 EACH	381.51000	381.51
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1	2000.80.00.0000.0000.0000.0000.48010. E F500-001 .CONSTRUCTN.			381.51
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Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 Delivery Reference
 MARILYN BULLARD

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 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

022	Freight (Resilient)	1.00 EACH	1362.50000	1362.50
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025075-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved
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Page 16

Vendor
 TARKETT USA INC.
 1735 CLEVELAND HWY

DALTON, GA 30721

Tel#251 604 6897

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05/28/25	296490				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
1 2000.80.00.0000.0000.0000.0000.48010. E F500-001 .CONSTRUCTN.			1362.50

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

Requisition Link

Requisition Total 34489.97

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

Account	Amount	Remaining Budget
E F500-001 .CONSTRUCTN.	34489.97	510.03

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.48010.	34489.97	

CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION

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

Tarkett

Solution SPECTrum Flooring

#061323-TFU

Maturity Date: 8/9/2027

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

Products & Services

Sourcewell contract 061323-TFU gives access to the following types of goods and services:

- Modular flooring
- Broadloom flooring
- Woven flooring
- Single-source design and technology
- Environmental leadership
- Coordinated styles
- Extensive color ranges
- Variety of patterns and textures

Contact us

Have questions about a contract or cooperative purchasing?

Contact our [dedicated team online](#) or call 877-585-9706.

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Login to unlock more contract features.

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Password

Password

Log In

[Forgot username or password?](#)

[Setup Buy Sourcewell access](#)

Register for an account

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

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Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338



Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

December 11, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

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

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2025**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2023-135.

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

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

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

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

Sincerely,

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

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 17, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Amount of Contract:

Contract with Twin City Security LLC for Unarmed Guard Services for various City facilities, primarily Mun Garage, MIT, & Oakleigh House. One year renewable for 2 addl one-year periods. As needed at unit price of \$15.49 per guard per hour. Approx \$200k/year. General fund.

Funding Source

General fund.

ATTACHMENTS:

1. 2025 Unarmed Guard Agenda Package

REVIEWERS:

Donald Rose
Scott Collins
Cherlina Monteiro
James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 17 June 2025
Date

Item No. _____

Submitted by: Daniel Davis
Department

Risk Manager
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: Joe Snowden, Administrative Services
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Unarmed Guard Services - Twin City Security LLC

PURPOSE & SCOPE OF PROJECT:

Contract with Twin City Security LLC for Unarmed Guard Services for various City facilities, primarily Mun Garage, MIT, & Oakleigh House. One year renewable for 2 addl one-year periods. As needed at unit price of \$15.49 per guard per hour. Approx \$200k/year. General fund.

RESOLUTION ☐

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: As needed, at unit prices/cut per bid tab

FUNDING SOURCE:

Budget Item: 2086 & 9000 cost ctrs

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: approx \$200,000.00/year

Amount: _____

Future years

Year: _____

Amount: _____

**If Cost will continue, write "indefinite" and list project annual-cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5947

How many bidders received bid packages (if applicable): 40 +web

How many bidders submitted bids (if applicable): 8

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, an agreement, by and between the City of Mobile and Twin City Security, LLC, to provide unarmed guard services for various City facilities as needed at the unit price of \$15.49 per guard per hour, in an approximate total amount of \$200,000.00 per year, for one year, renewable for two additional one-year periods without further approval by Council, as appropriated funds are available, as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk



**AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR
FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")**

BETWEEN the Owner:

**CITY OF MOBILE
205 Government Street
P O Box 1827
Mobile, Alabama 36633**

And the Contractor:

**TWIN CITY SECURITY, LLC
2200 Executive Park Drive
Opelika, AL 36801**

City Business License No.: 48033

For the following Project:

**UNARMED GUARD AND PROTECTIVE SERVICES
VARIOUS MUNICIPAL FACILITIES**

AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT is made and entered into as of the date of execution by both parties, by and between City of Mobile, a political subdivision of the State of Alabama, hereinafter referred to as the "City" and TWIN CITY SECURITY, LLC, hereinafter referred to as "Contractor."

This Agreement, including its Exhibits, attached hereto, all incorporated herein, represents the entire agreement between Contractor and City with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Agreement. Contractor and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

WHEREAS, the City issued BID 5947 on 4/18/2025; and,

WHEREAS, the City evaluated the proposals received and found the Contractor qualified to perform the necessary services; and

WHEREAS, the Contractor has reviewed the services required pursuant to the Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, agree as follows:

1.0 CONTRACTOR'S SERVICE

- 1.1 The Contractor agrees to diligently provide all materials, services and labor for the performance of UNARMED GUARD AND PROTECTIVE SERVICES (the "Project"), in accordance with the scope of services made part of this Contract as **Exhibit A**, attached hereto and incorporated herein. All work and labor shall be done in accordance with the plans and specifications on file with the City and are incorporated herein by reference.

2.0 TERM

- 2.1 This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue for one year, renewable for two additional one-year periods at the mutual consent of the parties.

3.0 COMPENSATION AND PAYMENT OF CONTRACTOR'S SERVICE

- 3.1 The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed \$15.49 PER HOUR.

- 3.2** Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of notices to proceed at specific locations. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no notice to proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.
- 3.3** The City's performance and obligation to pay under this Contract is contingent upon an appropriation by the City Council. In the event funds are not appropriated or approved for any fiscal year, this agreement shall terminate upon notice to Contractor. The City shall promptly notify the Contractor if the necessary appropriation is not made.

4.0 METHOD OF PAYMENT

- 4.1** Contractor shall invoice the City monthly by service location for services provided during the previous month.
- 4.2** The Contractor is responsible for providing all necessary documentation that may be required by the City.
- 4.3** City shall pay contractor upon review and approval of Contractor invoice.

5.0 ADDITIONAL SERVICES

- 5.1** No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.
- 5.2** If the City requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

6.0 LIABILITY OF CONTRACTOR

- 6.1** To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to

personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. The contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

6.2 This section of the Agreement will survive the expiration or termination of the Agreement.

7.0 CONTRACTOR'S INSURANCE

7.1 Contractor shall procure and maintain insurance as specified in **Exhibit B**, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement.

7.2 Contractor evidence of compliance with City insurance requirements are included in **Exhibit B**.

8.0 RESPONSIBILITIES OF THE CONTRACTOR

8.1 The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's written approval before said changes or substitution can become effective.

8.2 The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

8.3 The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the

Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

- 8.4** Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.
- 8.5** The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.
- 8.6** The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.
- 8.7** The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

9.0 TIME FOR PERFORMANCE

- 9.1** Time is of the essence in the performance of this Contract. The Contractor specifically agrees that contract time will begin on the date the Notice to Proceed is issued. Contractor also agrees no work will begin prior to such date.

10.0 LIQUIDATED DAMAGES – Not applicable.

11.0 FORCE MAJEURE

- 11.1** The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise specified by the City, subject only to delays caused by force majeure, or as

otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

12.0 OBLIGATIONS OF THE CITY

- 12.1** City shall designate a person to act as City's representative with respect to this Agreement. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.
- 12.2** City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.
- 12.3** The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to: 1. Review of all Contractor payment requests for approval or rejection. 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.
- 12.4** The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

13.0 TERMINATION

- 13.1** The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- 13.2** Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the City, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.
- 13.3** In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section 13.1 above.
- 13.4** The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the

Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

- 13.5** In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.
- 13.6** The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.
- 13.7** After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by Contractor; 5. The Contractor's failure or refusal to perform any other obligation under this Contract.

14.0 DISPUTE RESOLUTION

- 14.1** In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile City, Alabama, with the parties sharing equally in the cost of such mediation.
- 14.2** In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- 14.3** Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile City, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- 14.4** Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement

14.5 This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

14.6 Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Agreement during the pendency of the claim or dispute, including, but not limited to, the actual period of mediation or judicial proceedings.

15.0 CONTRACTOR WARRANTY

15.1 All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.

15.2 If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Contract, the Contractor shall pick up the product from the City at no expense to the City. The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Contractor shall refund to the City any money which has been paid for same.

15.3 Contractor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Contractor's standard product warranty is for a period of time longer than that stated above, this warranty shall be extended to that longer duration.

15.4 All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this agreement, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the agreement, health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards. Upon City providing notice to Contractor as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, Contractor agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

16.0 SUSPENSION/STOP WORK ORDER

16.1 The City may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order

during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. City shall take one of the following actions: 1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section 13.1.

- 16.2** In the event the City of Mobile determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section 13.1. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

17.0 NOTICES

- 17.1** Notice for the City shall be mailed to:

Purchasing Agent
City of Mobile
4th Floor, South Tower
205 Government Street
Mobile, AL 36602
OR
P. O. Box 1948
Mobile, AL 36633

Notices to Provider shall be mailed to:
TWIN CITY SECURITY, LLC
2200 EXECUTIVE PARK DRIVE
OPELIKA, AL 36801

18.0 DEFAULT/ BREACH

- 18.1** Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance, 10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of

confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

19.0 EFFECT OF DEFAULT

- 19.1** Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

20.0 WITHHOLDING PAYMENT DUE

- 20.1** Default by Contractor shall excuse any obligation of City to pay compensation or sums otherwise due Contractor under the agreement. City may withhold any and all sums due if there has been a default or breach by Contractor of any provision of this agreement.

21.0 CURE PLAN

- 21.1** If Contractor fails to comply with any material provision of this agreement, the City may issue a written notice requiring Contractor to submit a corrective action plan (CAP) within such time as City directs. If Contractor fails to provide an acceptable CAP or does not

cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

22.0 EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

- 22.1** Failure by the Contractor to perform in accordance with the terms, conditions, and specifications of this agreement, including but not limited to failure to complete work within the specified time frame, failure to meet quality or safety standards, or abandonment of the project, and any other breach as defined herein, may be considered by City in evaluating the Contractor's status as a 'responsible bidder' as defined under Alabama law in future competitive bid determinations within the parameters of acceptable evaluation.

23.0 PEER REVIEW/VALUE ENGINEERING

- 23.1** The City reserves the right to engage independent experts to conduct peer reviews or value engineering analyses of the Project at any stage. Contractor shall cooperate fully by providing necessary documentation and access. If the peer review identifies opportunities for cost savings or performance improvements without compromising safety or quality, Contractor shall implement such recommendations as directed by the City, subject to equitable adjustments if necessary.

24.0 ANTI-BOYCOTT

- 24.1** Contractor agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

25.0 NON-DISCRIMINATION

- 25.1** 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.

26.0 COMPLIANCE WITH IMMIGRATION LAW

- 26.1** By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the *E-Verify* program, found

as **Exhibit C**. 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.

27.0 MISCELLANEOUS

- 27.1** This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- 27.2** The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- 27.3** The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.
- 27.4** Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.
- 27.5** The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.
- 27.6** If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- 27.7** The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- 27.8** If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.
- 27.9** The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- 27.10** Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- 27.11** Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

- 27.12** In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.
- 27.13** Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.
- 27.14** 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.
- 27.15** Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- 27.16** 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.
- 27.17** 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.
- 27.18** Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.
- 27.19** Non-Waiver of Rights. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.

27.20 Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year last written below.

CONTRACTOR: Twin City Security, LLC

Walter Ford
Signature

June 9, 2025
Date

WALTER FORD CHIEF OPERATIONS OFFICER,
Printed name and Title

STATE OF Alabama
CITY/COUNTY OF Opelika/Lee

I, the undersigned Notary Public, in and for said City in said State, hereby certify that

Walter Ford [name], whose name as Chief of Operat. [title] of Twin City Security, LLC is signed to the foregoing contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing contract, as such officer and with full authority, execute the same voluntarily for and as the act of said not-for-profit corporation on the day the same bears date.

Given under my hand this the 9th day of June, 2025.



Sonia Hardman
Notary Public
State of Alabama At-large
My Commission Expires: Nov. 2, 2029

CITY OF MOBILE, A Municipal Corporation

By: _____ Date _____
William S. Stimpson, Mayor

ATTEST:

City Clerk

List of Exhibits

EXHIBIT A City of Mobile Request for Bids #5947/Contractor Bid Submission

EXHIBIT B Insurance Requirements & Contractor Evidence of Insurance

EXHIBIT C E-Verify Compliance

Exhibit A City of Mobile Request for Bids / Contractor Bid Submission

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

**Purchasing Department
and Package Delivery:**

**Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644**

Postal Service Does Not Deliver to This Street Address

This is Not an Order

**READ TERMS AND CONDITIONS
ON REVERSE SIDE OF THIS PAGE
BEFORE BIDDING**

Typed by: en Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE 04/15/2025	BID NO. 5947	DEPARTMENT VARIOUS	Commodities to be delivered F.O.B. Mobile to: AS SPECIFIED
---------------------------	------------------------	------------------------------	--

This bid must be received and stamped by the Purchasing office not later than:

12:01 PM, FRIDAY, MAY 2, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	UNARMED GUARD AND PROTECTIVE SERVICES UnArmed Guard and Protective Services for various Municipal facilities and needs as the City deems necessary as per the following specifications. This contract for Un-Armed Guard and Protective Services will be for a one (1) year period from the effective date of the contract; with the option to extend for 2 additional one (1) year periods with the mutual consent of both parties at the stated terms and conditions. \$ _____ per man per hour A Bid Bond is not Required. A contract, which the City will provide, will have to be signed prior to the final acceptance of the successful bidder. A draft copy of the contract is attached. The City of Mobile will make the contract start date the 1st business day of a month. Bidder shall state the number of years in business. Vendor must have been in business for no less than 3 years. Vendor shall provide the customer list upon request for confirmation. Years in Business: _____ There will be no differentiation in hourly cost to the City for Holidays. The City will not allow for billing of Holiday pay or for overtime. Page 1 of 3					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE**

State delivery time within _____ days of receipt of P.O.

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of competed order

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following **upon request**. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in **Alabama/Registration** with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs. Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

Page_____ of _____

Page 730 of 1382

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 3 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. <u>CONE OF SILENCE.</u> From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. See reverse side of page 1 of Bid for instructions and conditions. If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. TO BE AWARDED ALL OR NONE					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE**

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of competed order.

GENERAL SPECIFICATIONS

Scope of the Services to be provided: To furnish the City of Mobile Uniformed Security Guards for designated city facilities, with the option to add or delete facilities or services at an hourly rate, at the City's option, after reasonable notice to Provider.

1. BIDS MUST BE SEALED:

All bids shall be in a sealed opaque envelope approximately 9" x 12" or larger and be marked on the outside with number of the bid, the bid date, bidder's name and address.

2. DETAILED SPECIFICATIONS:

a) Provider shall supply qualified, uniformed personnel and on-site supervision to protect and prevent the specified city property against fires, thefts, and damage or destruction by sabotage, riots, or other intentional acts of violence.

b) Guard uniforms shall be distinctly different than those worn by City of Mobile Police.

c) Provider agrees that service covered by this agreement shall be performed by qualified, careful and efficient employees in strict conformity with standards in the industry. Guards shall be at least 21 years of age, shall have a high school diploma or G.E.D., and be capable of maintaining order in stressful, confrontational or dangerous situations and of removing from the area, disruptive, unruly persons. No guard shall be employed by Provider to protect property until his or her character, reputation as to honesty, sobriety, and reliability have been verified by Provider. All guards shall have successfully passed a criminal background check before placement in a City facility (i.e., no felony or misdemeanor convictions).

d) No guard shall be employed at a City facility who is objectionable to the City, for any reason whatsoever. Applications and other records of Provider related to this paragraph shall be open to inspection, copying, and reproduction by the City. Guards shall be promptly replaced, at the City's request, upon notice to Provider.

e) Guards shall be courteous, neat, clean and presentable while on duty.

f) Provider shall supervise the performance of the guards and shall, at unannounced intervals, call on the protected city facility to determine the manner in which guards are discharging their duties. Reports of these inspections shall be provided to the designated facility contact employee, along with monthly time sheets.

g) Provider shall have a local contact person with a local phone number. The phone is to be manned twenty-four hours a day. The phone is to be manned by a person with the company or an answering service, but not an answering machine. Provider shall respond to phone calls but the City within thirty minutes of receipt by the answering service.

h) Provider agrees that guards shall be subject to all City regulations while on City premises and must meet and continue to meet with the approval of the City.

i) In the event of an emergency, power outage or alarm signal, Provider shall promptly provide additional guard service, at the request of the City, at the hourly rate established under this Agreement.

j) Provider agrees that specific guard services shall vary by facility. Guards may be asked to patrol building interiors and exteriors and adjacent property, check employee identification badges and maintain visitor's logs, and other security services deemed necessary by the City to maintain safety and security at each facility.

k) Provider shall deduct and pay such social security, income taxes, etc. for guards.

l) In the event there is an increase in the minimum wage required to be paid by Provider, required by law or statute, during the term of this Agreement or any extension thereof, then the amount of the hourly rate bid shall be increased by the amount of the increase in the minimum wage, plus any increased costs of FICA and unemployment tax.

3. IRREGULARITIES AND REJECTION:

The City of Mobile reserves the right to waive irregularities in the bid and in bidding, and to reject any or all bids.

UNARMED GUARD AND PROTECTIVE SERVICES
LOCATION AND HOURS

SITE		HOURS
Public Works	Public Works	1 Guard, 24/7, 365 days/yr.
MIT	MIT	1 Guard, 6pm-7am, 7 days/wk. 52 wks. /yr. Holiday 24 hours per day as required
Museum of Art	Museum of Art	1 Guard when needed, 60 hr. wk.; *hours will vary/ Time will vary depending on event

Additional Requirements for Museum of Art Location:

Guard may be used for indoor or outdoor security.
Guard must be able to stand for long periods of time.
Guard must be able to lift up to 40 lbs and willing and able to help set-up and break down tables and chairs for events.
Guard must exhibit a good attitude and be experienced in dealing with the public.
Guard service will be used as needed, service is not needed for all times or all weeks.
Depending on event, more than 1 guard may be needed.



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)

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

Purchasing Department
and Package Delivery:

This Is Not an Order

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

READ TERMS AND CONDITIONS
ON REVERSE SIDE OF THIS PAGE
BEFORE BIDDING

by: en Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

E	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
04/15/2025	5947	VARIOUS	AS SPECIFIED

is bid must be received and stamped by the Purchasing office not later than:

12:01 PM, FRIDAY, MAY 2, 2025

CITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	UNARMED GUARD AND PROTECTIVE SERVICES UnArmed Guard and Protective Services for various Municipal facilities and needs as the City deems necessary as per the following specifications. This contract for Un-Armed Guard and Protective Services will be for a one (1) year period from the effective date of the contract; with the option to extend for 2 additional one (1) year periods with the mutual consent of both parties at the stated terms and conditions. \$15.49 per man per hour A Bid Bond is not Required. A contract, which the City will provide, will have to be signed prior to the final acceptance of the successful bidder. A draft copy of the contract is attached. The City of Mobile will make the contract start date the 1st business day of a month. Bidder shall state the number of years in business. Vendor must have been in business for no less than 3 years. Vendor shall provide the customer list upon request for confirmation. Years in Business: 48 There will be no differentiation in hourly cost to the City for Holidays. The City will not allow for billing of Holiday pay or for overtime.					
			TOTAL		15	49

URN ONE SIGNED COPY OF THIS BID
NCLOSED ENVELOPE

State delivery time within 5 days of receipt of P.O.

Phone Number 334-749-8385

Firm Name Twin City Security, LLC

Mail Address chief@twincitysecurityal.com

Signature

will allow a discount % 20 days from date of receipt of goods

Type or Print Name Walter Ford

I 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		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 3 BIDDERS SHALL PROVIDE WITH THEIR BID THE FOLLOWING FORMS OR CERTIFICATES. - Registration with the Alabama Secretary of State to do business in the State of Alabama. Business Entity Number <u>000-457-865</u> Attach Certificate - Active City of Mobile Business License Active Business License Number <u>48033</u> Attach Copy of License - License and Certification to do business as a Security Company in the State of Alabama by the Alabama Security Regulatory Board Security License Number <u>00010</u> Attach copy of License - Registration with E-Verify Program Registration Number <u>429283</u> Attach copy of Registration - Letter from Insurance Carrier that bidder can meet Insurance Requirements of attached contracts Attach copy of letter to bid Failure to provide the above with your bid will cause rejection of your bid response. Attached is a list of locations currently being served by the existing Un-Armed Guard Contract.					
			TOTAL		15	49

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Twin City Security, LLC

By Walter Ford

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of completed order.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 3 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. CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. See reverse side of page 1 of Bid for instructions and conditions. If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. TO BE AWARDED ALL OR NONE					
			TOTAL		15	49

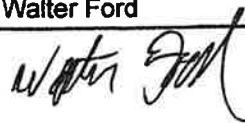
RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Twin City Security, LLC

By Walter Ford

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of completed order.



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

the entity records on file in this office disclose that Twin City Security, L.L.C. was formed in Lee County on December 6, 2004. The Alabama Entity Identification number for this entity is 000-457-865. I further certify that the records do not disclose that said entity has been dissolved, cancelled or terminated.



20250304000014682

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.

03/04/2025

Date

A handwritten signature of Wes Allen in black ink.

Wes Allen

Secretary of State

CITY OF MOBILE

BUSINESS LICENSE

Mobile, Alabama

POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

TWIN CITY SECURITY LLC T02
2200 EXECUTIVE PARK DRIVE
OPELIKA AL 36801

YEAR	LICENSE NO.
2025	48033
ISSUED	EXPIRES
1/19/2025	12/31/2025

561621 SECURITY SYS - PERS/MONITORING - STATE LIC REQ



Mauria P. King, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue



TWIN CITY SECURITY LLC
2200 EXECUTIVE PARK DR
OPELIKA, AL 36801-6062

21 T1 P7819 153070

State
Of
Alabama

Alabama Security Regulatory Board

Whereas

Twin City Security, LLC

has successfully met the requirements of The
Alabama Security Regulatory Board and is
herby certified as a Contract Security Company
as established by the board

Qualifying Agent: Walter F Ford



Keith E. Warren
Executive Director

00010
License Number

09/30/2025
Expiration Date



EXHIBIT B INSURANCE REQUIREMENTS AND CONTRACTOR EVIDENCE OF INSURANCE

EXHIBIT B Insurance Requirements & Contractor Evidence of Insurance

1. COVERAGE TYPE AND AMOUNTS: For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance, *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: 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.

A. WORKER'S 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 Harbor Workers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy.

B. COMMERCIAL GENERAL LIABILITY: Contractor shall obtain Commercial General Liability insurance coverage including premises, products and complete operations coverage with the following minimums:

- (1) \$1,000,000 each occurrence (combined single limit for bodily injury and property damage)
- (2) \$1,000,000 Products/Completed Operations aggregate
- (3) \$1,000,000 Bodily Injury per person/organization
- (4) \$2,000,000 general aggregate per project

C. AUTOMOBILE LIABILITY: Contractor shall 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.)*

D. PROFESSIONAL LIABILITY INSURANCE: Contractor shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be at a minimum, \$1,000,000.00 per event.

E. COMMERCIAL UMBRELLA LIABILITY: Contractor 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. The Umbrella limits shall be sufficient so that the sum of the underlying and Umbrella limits shall be at least \$2,000,000 per line of coverage.

2. CERTIFICATES OF INSURANCE: Contractor and/or any Subcontractor shall provide City of Mobile with valid certificates of verifying said insurance requirements have been met. Included with 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.

A. ADDITIONAL INSURED: 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.

B. 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

C. 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.

D. 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.

E. 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.

3. 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 Exhibit, 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.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/09/2025

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

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

PRODUCER Marsh & McLennan Agency LLC 2821 Corporate Park Drive Opelika, AL 36801 334 749-3401		CONTACT NAME: Cheryl A. Polk PHONE (A/C, No, Ext): - FAX (A/C, No): E-MAIL ADDRESS: Cheryl.Polk@MarshMMA.com															
INSURED Twin City Security, LLC 2200 Executive Park Drive Opelika, AL 36801		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Crum & Forster Specialty Insurance Comp</td> <td>44520</td> </tr> <tr> <td>INSURER B : Sheffield Fund</td> <td></td> </tr> <tr> <td>INSURER C : Auto-Owners Insurance</td> <td>18988</td> </tr> <tr> <td>INSURER D : ACE American Insurance Co.</td> <td>22667</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Crum & Forster Specialty Insurance Comp	44520	INSURER B : Sheffield Fund		INSURER C : Auto-Owners Insurance	18988	INSURER D : ACE American Insurance Co.	22667	INSURER E :		INSURER F :	
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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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BI/PD Ded:2,500 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			GLO127903	03/19/2025	03/19/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
C	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			5438336800	03/19/2025	03/19/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$0			SEO136645	03/19/2025	03/19/2026	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☐ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	60020251770200 HDOG7146064	01/01/2025 01/01/2025	01/01/2026 01/01/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Prof. Liability			GLO127903	03/19/2025	03/19/2026	\$1,000,000

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

** Workers Comp Information **

Proprietors/Partners/Executive Officers/Members Excluded:

Jayne Gunter, Member
 Catherine Coleman Gunter, member
 Hayden F. Gunter, member
 (See Attached Descriptions)

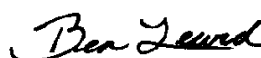
CERTIFICATE HOLDER

CANCELLATION

City of Mobile
 PO Box 1827
 Mobile, AL 36633

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

AUTHORIZED REPRESENTATIVE



DESCRIPTIONS (Continued from Page 1)

City of Mobile is named Additional Insured with regard to the liability policies of the Named Insured, but only with respect to and to the extent of the liabilities assumed by the Named Insured under written contract, agreement or permit and subject to the provisions and limitations of the policy.

The General Liability and Automobile Liability policies are written on a Primary and Noncontributory basis when required by or permit and subject to the provisions and limitations of the policy.

Waiver of subrogation applies to General Liability, Automobile Liability and Workers Compensation when required by written contract, agreement or permit and subject to the provisions and limitations of the policy.

Umbrella Follows Form

30 Days notice of cancellation applies to General Liability, Automobile Liability and Umbrella Liability.

EXHIBIT C Contractor E-Verify Compliance



Company ID Number: 429283

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Twin City Security, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 429283

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

Company ID Number: 429283

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status.



Company ID Number: 429283

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



Company ID Number: 429283

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

Company ID Number: 429283

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

- g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
 3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
 4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
 5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
 6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
 7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
 8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
 9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.



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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



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E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



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Approved by:

Employer Twin City Security, LLC	
Name (Please Type or Print) Jason s Jenkins	Title
Signature Electronically Signed	Date 07/06/2011
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/06/2011



Company ID Number: 429283

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Twin City Security, LLC
Company Facility Address	2200 Executive Park Dr. Opelika, AL 36801
Company Alternate Address	2200 Executive Park Dr. Opelika, AL 36801
County or Parish	LEE
Employer Identification Number	202039596
North American Industry Classification Systems Code	541
Parent Company	na
Number of Employees	100 to 499
Number of Sites Verified for	1 site(s)



Company ID Number: 429283

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	1
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Company ID Number: 429283

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Kavdie Earnest
Phone Number 3347498385
Fax 3347493746
Email kavdieearnest@outlook.com

Name Jackie Pitts
Phone Number 3347498385
Fax 3347493746
Email jackie200844@yahoo.com

Name Bradford H Bass
Phone Number 3347498385
Fax 3347493746
Email bass.brad1@gmail.com



Company ID Number: 429283

This list represents the first 20 Program Administrators listed for this company.

BID TABULATION SHEET FOR BID #5947
UNARMED GUARD AND PROTECTIVE SERVICES

Twin City Security LLC	\$15.49/HR
Community Security Services LLC	\$16.50/HR
King Security Services LLC	\$16.99/HR
Weiser Security Services, INC.	\$17.80/HR
Universal Protective Services LLC, DBA Allied Universal Security Services	\$20.64/HR
Dynamic Security, INC.	\$21.30/HR
Premier Protective Security	\$24.50/HR
Vets Securing America	\$25.41/HR



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 17, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve proposed Bid award to Tractor & Equipment Company for street sweeper brooms and mandrels. Prices good through for one year, renewable for two additional one-year periods.

Amount of Contract:

N/A, as needed at Item-based unit pricing

Funding Source

General fund.

ATTACHMENTS:

1. 20250612 Broom Agenda Package Bids

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 22 April 2025 Date Item No. _____

Submitted by: Procurement Department John Paine, Purchasing Agent Department Head

Sponsored by: William S. Stimpson Name Mayor Title

Reviewed by: _____ Executive Director

Routing Authorized: James Barber Mayor's Office _____ Date

A brief synopsis and explanation of the following:

PROJECT NAME: Item-Award Bid for Approval for Street Sweeper brooms and mandrels

PURPOSE & SCOPE OF PROJECT:

To approve proposed Bid award to Tractor & Equipment Company for street sweeper brooms and mandrels. Prices good through for one year, renewable for two additional one-year periods.
General Fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: N/A, as needed at Item-based unit pricing

FUNDING SOURCE:

Budget Item: _____ Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: Upon approval

Renewal date of contract (if applicable): N/A

If not bid, state reason: Sealed Bid 5944

How many bidders received bid packages (if applicable): 26 + web

How many bidders submitted bids (if applicable): 4

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to accept and approve, and issue Purchase Orders against, the below proposed Bid Awards, to the designated vendors for the specified items at the unit prices indicated, for the time periods and renewal options as indicated below and attached herein, and, further, that the Purchasing Agent is authorized to issue said orders without further approval or other action by the City Council. All Bid Awards may be extended at the discretion of the Purchasing Agent for a total award period not to exceed three years.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
<u>5944</u>	Street Sweeper Brooms & Mandrels	3	See bid tabulation	One year, renewable for two additional one year periods.	<u>(206760) Tractor & Equipment Company</u>

Adopted:

City Clerk

BID TABULATION FOR BID #5944
STREET SWEEPER BRUSHES AND BROOMS

	TRACTOR & EQUIPMENT	SANSOM	INGRAM	UNITED ROTARY BRUSH
GUTTER BROOM	Keystone \$124.04	Keystone \$145.50	Elgin \$206.32	United \$125.00
MANDREL	Keystone \$468.75	Keystone \$540.75	Elgin \$1055.72	United \$655.00
TAIL BROOM REFILL	Keystone \$427.83	Keystone \$463.20	Elgin \$656.67	United \$380.00

Mandrel/Tail Broom awarded as low bid for combined both prices.

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

Purchasing Department
and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644

Postal Service Does Not Deliver to This Street Address

This is Not an Order

READ TERMS AND CONDITIONS
ON REVERSE SIDE OF THIS PAGE
BEFORE BIDDING

Typed by: _____ en Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE 04/10/2025	BID NO. 5944	DEPARTMENT Municipal Garage	Commodities to be delivered F.O.B. Mobile to: To Be Specified
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This bid must be received and stamped by the Purchasing office not later than: 12:01 P.M. Friday, April 25, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Appx 150-300	STREET SWEEPER BRUSHES AND BROOMS Brooms Gutter for Elgin Pelican Street Sweepers. Four Section-Standard Oil Tempered Gutter Broom to be provided with all mounting nuts and bolts. Keystone #30554, 250kp, Elgin #7873221 The above to be OEM/Elgin or equal Make _____ Model _____ Provide literature and specifications on product bid. In the last 12 months, the City purchased 160 gutter brooms for the Elgin Pelican Sweepers. Pricing to be firm for a one (1) year 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 two (2) additional one (1) year periods. THE ABOVE TO BE AWARDED ALL OR NONE					
			TOTAL			

Page 1 of 4

RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Phone Number _____
Email Address _____

Firm Name _____
Signature _____

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of completed order

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 4 THE FOLLOWING TO BE AWARDED ALL OR NONE Appx 2-15 Tail Broom Strip Brush Mandrel to fit Elgin Pelican Street Sweepers. United Rotary Brush Part #27-AP66/27-AP66/SS, Elgin Pelican Part #7970076, Keystone Plastics #410 All-Pro Mandrel or Equal. Make _____ Model _____ Provide literature and specifications on product bid. In the last 12 months, the City purchased 2 Mandrel for Elgin Eagle Sweepers. Appx 25-50 Tail Broom Strip Brush Refill for Elgin Pelican Street Sweeper. Refill consists of approximately 18 refill strips. United Rotary Brush #20-130660AP, Elgin #7970066, Keystone Plastics #466 Pelican All-Pro or Equal. Make _____ Model _____ Provide literature and specifications on product bid. In the last 12 months, the City of Mobile purchased 28 (twenty-eight) Tail Broom Strip refills for Elgin Eagle Street Sweepers. City is currently using Keystone products for the above 2 items. Pricing to be firm for a one (1) year 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 two (2) additional one (1) year periods. THE ABOVE TWO ITEMS TO BE AWARDED ALL OR NONE					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE**

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of competed order.

Page_____ of _____

Page 775 of 1382

Page_____ of _____

Page 776 of 1382



PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any **ADDENDUMS** that are issued. It is the responsibility of the **BIDDER** to check for, download, and include with their **BID RESPONSE** any and all **ADDENDUMS** that are issued for a specific **BID** published by the City of Mobile. Failure to download and include **ADDENDUMS** in your **BID RESPONSE** may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

**Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.**

Be sure to sign your bid!

**Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644**

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 17, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Gulf South Metals LLC for metal patio canopies for fire stations 18, 15, and 26.

Amount of Contract:

\$40,701.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250612 Gulf Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 17 June 2025
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Gulf South Metals LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Gulf South Metals LLC for metal patio canopies for fire
stations 18, 15, and 26.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$40,701.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

**If Cost will continue, write "indefinite" and list project annual-cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Competitive quotes, price below public works bid requirement.

How many bidders received bid packages (if applicable): 5 quotes req

How many bidders submitted bids (if applicable): 2 quotes

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>25182</u>	2025	(3032) ARCHITECTURAL ENGINEERING	METAL PATIO CANOPIES FOR FIRE STATIONS 18, 15 AND 26. (COMPETITIVE QUOTES, PRICE BELOW PUBLIC WORKS BID REQUIREMENTS)	\$40,701.00	<u>(299800) GULF SOUTH METALS LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025182-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.49130. Review: Buyer: Status: Approved	Page 1
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Vendor GULF SOUTH METALS LLC 615 WYNN ROAD SUMMERDALE, AL 36580 Tel#2519896443 Fax 2519896432	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 BEATRIZ.JORDAN@CITYOFMOBILE.ORG Delivery Reference MARILYN BULLARD
--	---

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/29/25	299800				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

NOTE: PAINT FINISH (DARK BRONZE)

NOTE: PRICE INCLUDES MATERIALS, INSTALLATION, CONCRETE FOOTINGS CORE DRILLING, WALL FLASHINGS AND ALABAMA ENGINEERED STAMPED DRAWINGS.

001 FIRE STATION # 18 12'X18' CANOPY SYSTEM	1.00 EACH	12949.00000	12949.00
---	-----------	-------------	----------

1 1000.30.15.1510.1522.1510.0000.0000.49130.	6408.00
2 6120.70.15.0000.0000.1510.0000.0000.49130.	6541.00

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 Delivery Reference
 MARILYN BULLARD

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

002 FIRE STATION # 15 10'X23' CANOPY SYSTEM	1.00 EACH	13592.00000	13592.00
---	-----------	-------------	----------

=====	=====
Bill To	Requisition 00025182-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.49130.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved
	Page 2
=====	=====

Vendor
GULF SOUTH METALS LLC
615 WYNN ROAD

SUMMERDALE, AL 36580

Tel#2519896443
Fax 2519896432

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644
BEATRIZ.JORDAN@CITYOFMOBILE.ORG

Delivery Reference
MARILYN BULLARD

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

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
05/29/25	299800				ARCHITECTURAL ENGINEERING
-----	-----	-----	-----	-----	-----

LN Description / Account	Qty	Unit Price	Net Price
1 1000.30.15.1510.1522.1510.0000.0000.49130.			13592.00

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644
Delivery Reference
MARILYN BULLARD

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

003 FIRE STATION # 26 11'X24' CANOPY SYSTEM	1.00 EACH	14160.00000	14160.00
--	--------------	-------------	----------

1 6120.70.15.0000.0000.1510.0000.0000.49130.		14160.00
--	--	----------

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644
Delivery Reference
MARILYN BULLARD

Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025182-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.49130. Review: Buyer: Status: Approved
--	--

Page 3

Vendor
 GULF SOUTH METALS LLC
 615 WYNN ROAD

SUMMERDALE, AL 36580

Tel#2519896443
 Fax 2519896432

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 BEATRIZ.JORDAN@CITYOFMOBILE.ORG

Delivery Reference
 MARILYN BULLARD

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/29/25	299800				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			

Requisition Link

Requisition Total 40701.00

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

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.49130.	20000.00	835523.89
FIRE SUPPRESSION DIV EXP UNCLASSIFIED EXPENDITURES		
6120.70.15.0000.0000.1510.0000.0000.49130.	20701.00	670677.75
EMERGENCY MEDICAL SVCS EXP UNCLASSIFIED EXPENDITURES		

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

Activity	Date	Clerk	Comment
Approved	06/03/25	DONALD ROSE	Auto approved by: 9105paij
Approved	06/03/25	SANDRA LEWIS	Auto approved by: 9105paij
Approved	06/03/25	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	06/03/25	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	06/03/25	CLAUDE BUERGER IV	Auto approved by: 9105paij
Approved	06/03/25	ANNE FOLEY	Auto approved by: 9105paij
Approved	06/03/25	JOHN PAINE	

Authorized By: _____ Date: _____
 Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 17, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Henry Schein Inc for 35 Masimo Rainbow reusable pulse Oximetry sensors for MFRD.

Amount of Contract:

\$17,325.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250612 Schein Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 17 June 2025
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Henry Schein Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Henry Schein Inc for 35 Masimo Rainbow reusable pulse
Oximetry sensors for MFRD.
General fund, EMS

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$17,325.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

**If Cost will continue, write "indefinite" and list project annual-cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement;

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>25009</u>	2025	(1510) FIRE ADMINISTRATION	35 MASIMO RAINBOW REUSABLE PULSE OXIMETRY SENSORS FOR MFRD (PRICE BELOW BID REQUIREMENT)	\$17,325.00	<u>(131653) HENRY SCHEIN INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025009-00 FY 2025 Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 1
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Vendor HENRY SCHEIN INC P O BOX 3227 IRMO, SC 29063-4013 Tel#800-845-3550 Fax 800-533-4793	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/27/25	131653				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
General Notes			

001 AS PER YOUR QUOTE			
MASIMO RAINBOW DCI, ADULT REUSABLE	35.00	495.00000	17325.00
SENSOR, SP02/SPCO/SPMET, 3 FT M-15	EACH		
CONNECTOR, X SERIES - ZOLL -			
8000-000371.			

Additional Description Notes

RAINBOW DCI REFERENCE #2696
 Vendor Item
 Inventory Item/Loc 17659

1 6120.70.15.0000.0000.1510.0000.0000.44020.	17325.00
--	----------

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025009-00 FY 2025 Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 2
---	---	--------

Vendor
 HENRY SCHEIN INC
 P O BOX 3227

 IRMO, SC 29063-4013

 Tel#800-845-3550
 Fax 800-533-4793

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/27/25	131653				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Requisition Link			
Requisition Total			17325.00

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

Account	Amount	Remaining Budget
6120.70.15.0000.0000.1510.0000.0000.44020.		
EMERGENCY MEDICAL SVCS EXP	17325.00	670857.50
OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Cancelled	06/10/25	SAMANTHA COOLEY	GL Allocation changed
Forward	06/06/25	CLAUDE BUERGER IV	Automatic Forward to 910520668
Approved	06/10/25	DONALD ROSE	Auto approved by: 910520704
Approved	06/10/25	SANDRA LEWIS	Auto approved by: 910520704
Approved	06/10/25	STEVEN KRONINGER	Auto approved by: 910520704
Approved	06/10/25	JOHNNIE HARRUB	Auto approved by: 910520704
Approved	06/10/25	SAMANTHA COOLEY	
Approved	06/10/25	ANNE FOLEY	Auto approved by: 910520704
Approved	06/10/25	JOHN PAINE	Auto approved by: 910520704

Authorized By: _____ Date: _____
 Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 17, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Locution Systems Inc for annual subscription renewal for PrimeAlert / CADVoice Fire Station Alerting and 911 dispatching software for MFRD.

Amount of Contract:

\$28,270.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250606 Locution Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 17 June 2025
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Locution Systems Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Locution Systems Inc for annual subscription renewal for
PrimeAlert / CADVoice Fire Station Alerting and 911 dispatching software for MFRD.
General fund

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$28,270.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

**If Cost will continue, write "indefinite" and list project annual-cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement; bid exempt as software.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>25493</u>	2025	(1510) FIRE AMINISTRATION	ANNUAL SUBSCRIPTION FOR PRIMEALERT/ CADVOICE FIRE STATION ALERTING AND 911 DISPATCHING SOFTWARE FOR MFRD (PRICE BELOW BID REQUIREMENT, BID EXEMPT AS SOFTWARE)	\$28,270.00	<u>(287059)</u> <u>LOCUTION</u> <u>SYSTEMS INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025493-00 FY 2025 Acct No: 1000.30.15.1510.1510.1510.0000.0000.42115. Review: Buyer: 9105fola Status: Approved
--	---

Page 1

Vendor
 LOCUTION SYSTEMS INC
 1626 COLE BLVD
 SUITE 325

GOLDEN, CO 80401

Tel#303-301-7301
 Fax 303-384-9014

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
06/05/25	287059				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

MAINTENANCE RENEWAL: ANNUAL MAINTENANCE, YEAR 2025/2026; CITY OF MOBILE
 PRIME ALERT/CAD VOICE SYSTEM FOR 7/1/2025-6/30/2026. INVOICE 125359.

001 Annual Maint & Svcs	1.00	28270.00000	28270.00
PrimeAlert/CADVoice FSA System	EACH		
Period: 7/1/25-6/30/26; PER			
Invoice #125359.			
Vendor Item			

1 1000.30.15.1510.1510.1510.0000.0000.42115.	28270.00
--	----------

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

[Requisition Link](#)

Requisition Total	28270.00
-------------------	----------

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

Amount Remaining Budget

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025493-00 FY 2025 Acct No: 1000.30.15.1510.1510.1510.0000.0000.42115. Review: Buyer: 9105fola Status: Approved
---	--

Page 2

Vendor
 LOCUTION SYSTEMS INC
 1626 COLE BLVD
 SUITE 325

GOLDEN, CO 80401

Tel#303-301-7301
 Fax 303-384-9014

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
06/05/25	287059				FIRE ADMINISTRATION

Account 1000.30.15.1510.1510.1510.0000.0000.42115. FIRE ADMINISTRATION EXP	Amount Remaining Budget 28270.00 868512.93 SOFTWARE COSTS
---	---

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

Activity	Date	Clerk	Comment
Forward	06/06/25	CLAUDE BUERGER IV	Automatic Forward to 910520668
Approved	06/06/25	DONALD ROSE	Auto approved by: 9105fola
Approved	06/06/25	SANDRA LEWIS	Auto approved by: 9105fola
Approved	06/06/25	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	06/06/25	JOHNNIE HARRUB	Auto approved by: 9105fola
Approved	06/06/25	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	06/06/25	ANNE FOLEY	
Approved	06/06/25	JOHN PAINE	Auto approved by: 9105fola
Approved	06/06/25	ANNE FOLEY	Auto approved by: 9105fola

Authorized By: _____ Date: _____
 Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 17, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Long Lewis Ford of the Shoals Inc for one each 2025 Ford Bronco Sport 4WD SUV for Build Mobile & Facilities Maint, and two 2025 Ford F250 Transit cargo vans for Facilities Maintenance.

Amount of Contract:

\$169,829.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250612 Long Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 17 June 2025 Date Item No. _____

Submitted by: Procurement Department John Paine, Purchasing Agent Department Head

Sponsored by: William S. Stimpson Name Mayor Title

Reviewed by: _____ Executive Director

Routing Authorized: James Barber Mayor's Office _____ Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Long Lewis Ford of the Shoals, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Long Lewis Ford of the Shoals Inc for one each 2025 Ford Bronco Sport 4WD SUV for Build Mobile & Facilities Maint, and two 2025 Ford F250 Transit cargo vans for Facilities Maintenance. General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$169,829.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual-cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: AL State contract

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisitions as indicated below and attached herein:

Requisitions	Fiscal Year	Department	Description	Amount	Vendor
<u>25757,</u> <u>25779</u> <u>25782</u>	2025	(F7000) MOTOR POOL	ONE EACH 2025 FORD BRONCO SPORT 4WD SUV FOR BUILD MOBILE AND FACILITIES MAINTENANCE; TWO 2025 FORD F250 TRANSIT CARGO VANS FOR FACILITIES MAINTENANCE (AL STATE CONTRACT)	\$169,829.00	<u>(290649) LONG LEWIS FORD OF THE SHOALS</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025757-00 FY 2025 PO 25010145 Acct No: 1000.45.20.5530.5530.3000.0000.0000.45040. Review: Buyer: Status: Converted	Page 1
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Vendor
 LONG LEWIS FORD OF THE SHOALS, INC
 2800 WOODWARD AVE

Ship To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET

MUSCLE SHOALS, AL 35661

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Tel#256-386-7800
 Fax 256-263-4613

Delivery Reference
 TRAVESIA AGEE

Deliver To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/11/25	290649				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	2025 OR NEWER FORD BRONCO SPORT AS FOLLOWS: 4X4 1.5L ECOBOOST ENGINE W/AUTO START-STOP TECHNOLOGY, ELECTRIC PARKING BRAKE, ELECTRONIC BRAKE ASSIST, 8-SPEED AUTO TRANSMISSION, HOSS 1.0 OFF-ROAD TUNED SUSPENSION, GRILLE-CARBONIZED GRAY W/BRONCO MOLDED IN WHITE, PRIVACY GLASS-2ND ROW AND LIFTGATE, WHEELS-17" CARBONIZED GRAY-PAINTED HIGH GLOSS ALUMINUM, CLIMATER CONTROLS W/REAR AIR DUCT, CARPETED CARGO FLOOR, SEATS CLOTH BUCKET CLOTH, 6 WAY DRIVER/4WAY PASSENGER, REAR CENTER ARMREST(FOLD-DOWN W/2 CUPHOLDERS), SUN VISORS W/MIRRORS (DRIVER/PASSENGER), FORD CO-PILOT 360 INCLUDES AUTO HIGH BEAM HEADLAMPS, BLIS W/CROSS-TRAFFIC, LANE KEEPING SYSTEM, DRIVER ALERT, PRE-COLLISION ASSIST W/AUTOMATIC EMERGENCY BRAKING, DYNAMIC BRAKE SUPPORT, REAR VIEW CAMERA, PRE-COLLISION BRAKING, MIRRORS SIDEVIEW HEATED GLASS, REAR VIEW CAMERA, PUSH BUTTON START, SIRIUS RADIOXM, ADVANCE TRAC, HILL START ASSIST, FORD PASS CONNECT, FRONT AND REAR STABILIZER, INTELIGENT	1.00 EACH	30370.50000	30370.50

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025757-00 FY 2025 PO 25010145 Acct No: 1000.45.20.5530.5530.3000.0000.0000.45040. Review: Buyer: Status: Converted	Page 2
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Vendor LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/11/25	290649				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	ACCESS PUSH START, 12.3" INSTRUMENT CLUSTER DISPLAY, SYNC 4 W/13.2" LCD CAPACITIVE TOUCHSCREEN IN CENTER STACK W/SWIPE CAPABILITY, CLOUD CONNECTED, 911 ASSIST, CAR PLAY AND ANDROID AUTO COMPATIBLE, DIGITAL OWNERS MANUAL, CONVERSATIONAL VOICE RECOGNITION, SEATING UP TO 5, WIRELESS CHARGING PAD, FRONT & REAR FLOOR LINERS HD RUBBER;CARGO MAT-HEAVY DUTY MAT PRE-INSTALLED;DAYTIME RUNNING LAMPS WITH THE FOLLOWING OPTIONS : 50C MATS 51B CARGO MAT 942 DAYLIGHT RUNNING LIGHTS WHITE IN COLOR AS PER STATE OF ALABAMA CONTRACT T-191 MA22000003123 LINE 2			
	Additional Description Notes ----- 2025 OR NEWER FORD BRONCO SPORT AS FOLLOWS: 4X4 1.5L ECOBOOST ENGINE W/AUTO START-STOP TECHNOLOGY, ELECTRIC PARKING BRAKE, ELECTRONIC BRAKE ASSIST, 8-SPEED AUTO TRANSMISSION, HOSS 1.0 OFF-ROAD TUNED SUSPENSION, GRILLE-CARBONIZED GRAY W/BRONCO MOLDED IN WHITE,PRIVACY GLASS-2ND ROW AND LIFTGATE, WHEELS-17" CARBONIZED GRAY-PAINTED HIGH GLOSS ALUMINUM, CLIMATER CONTROLS W/REAR AIR DUCT, CARPETED CARGO FLOOR, SEATS CLOTH BUCKET CLOTH, 6 WAY DRIVER/4WAY PASSENGER, REAR CENTER ARMREST(FOLD-DOWN W/2 CUPHOLDERS), SUN VISORS W/MIRRORS (DRIVER/PASSENGER), FORD CO-PILOT 360 INCLUDES AUTO HIGH BEAM HEADLAMPS, BLIS W/CROSS-TRAFFIC, LANE KEEPING SYSTEM, DRIVER ALERT, PRE-COLLISION ASSIST W/AUTOMATIC EMERGENCY BRAKING, DYNAMIC BRAKE SUPPORT, REAR VIEW CAMERA, PRE-COLLISION			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025757-00 FY 2025 PO 25010145 Acct No: 1000.45.20.5530.5530.3000.0000.0000.45040. Review: Buyer: Status: Converted	Page 3
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Vendor LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/11/25	290649				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	BRAKING, MIRRORS SIDEVIEW HEATED GLASS, REAR VIEW CAMERA, PUSH BUTTON START, SIRIUS RADIOXM, ADVANCE TRAC, HILL START ASSIST, FORD PASS CONNECT, FRONT AND REAR STABILIZER, INTELLIGENT ACCESS PUSH START, 12.3" INSTRUMENT CLUSTER DISPLAY, SYNC 4 W/13.2" LCD CAPACITIVE TOUCHSCREEN IN CENTER STACK W/SWIPE CAPABILITY, CLOUD CONNECTED, 911 ASSIST, CAR PLAY AND ANDROID AUTO COMPATIBLE, DIGITAL OWNERS MANUAL, CONVERSATIONAL VOICE RECOGNITION, SEATING UP TO 5, WIRELESS CHARGING PAD, FRONT & REAR FLOOR LINERS HD RUBBER;CARGO MAT-HEAVY DUTY MAT PRE-INSTALLED;DAYTIME RUNNING LAMPS			

AS REQUESTED BY 3040-BUILD MOBILE

1	1000.45.20.5530.5530.3000.0000.0000.45040.	30370.50
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Ship To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 TRAVESIA AGEE

Deliver To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET
 MOBILE, AL 36604

002 FREIGHT	1.00 EACH	738.00000	738.00
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Vendor Item
 Inventory Item/Loc 14009

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025757-00 FY 2025 PO 25010145 Acct No: 1000.45.20.5530.5530.3000.0000.0000.45040. Review: Buyer: Status: Converted	Page 4
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Vendor LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/11/25	290649				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
1 1000.45.20.5530.5530.3000.0000.0000.45040.			738.00

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604

[Requisition Link](#)

Requisition Total	31108.50
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.45.20.5530.5530.3000.0000.0000.45040.	31108.50	4406.26
INSPECTION EXP	MOTOR POOL BUDGET RATE	

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

Activity	Date	Clerk	Comment
Approved	06/11/25	DONALD ROSE	Auto approved by: 9105paij
Approved	06/11/25	SANDRA LEWIS	Auto approved by: 9105paij
Approved	06/11/25	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	06/11/25	JOHNNIE HARRUB	Auto approved by: 9105paij
Approved	06/11/25	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	06/11/25	ANNE FOLEY	Auto approved by: 9105paij

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025757-00 FY 2025 PO 25010145 Acct No: 1000.45.20.5530.5530.3000.0000.0000.45040. Review: Buyer: Status: Converted	Page 5
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Vendor LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/11/25	290649				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
Approved	06/11/25 JOHN PAINE			

Authorized By: _____ Date: _____
 Signature

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025779-00 FY 2025 Acct No: 1000.45.20.3030.3035.3030.0000.0000.45040. Review: Buyer: Status: Approved	Page 1
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Vendor LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/11/25	290649				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	2025 OR NEWER FORD BRONCO SPORT AS FOLLOWS: 4X4 1.5L ECOBOOST ENGINE W/AUTO START-STOP TECHNOLOGY, ELECTRIC PARKING BRAKE, ELECTRONIC BRAKE ASSIST, 8-SPEED AUTO TRANSMISSION, HOSS 1.0 OFF-ROAD TUNED SUSPENSION, GRILLE-CARBONIZED GRAY W/BRONCO MOLDED IN WHITE, PRIVACY GLASS-2ND ROW AND LIFTGATE, WHEELS-17" CARBONIZED GRAY-PAINTED HIGH GLOSS ALUMINUM, CLIMATER CONTROLS W/REAR AIR DUCT, CARPETED CARGO FLOOR, SEATS CLOTH BUCKET CLOTH, 6 WAY DRIVER/4WAY PASSENGER, REAR CENTER ARMREST(FOLD-DOWN W/2 CUPHOLDERS), SUN VISORS W/MIRRORS (DRIVER/PASSENGER), FORD CO-PILOT 360 INCLUDES AUTO HIGH BEAM HEADLAMPS, BLIS W/CROSS-TRAFFIC, LANE KEEPING SYSTEM, DRIVER ALERT, PRE-COLLISION ASSIST W/AUTOMATIC EMERGENCY BRAKING, DYNAMIC BRAKE SUPPORT, REAR VIEW CAMERA, PRE-COLLISION BRAKING, MIRRORS SIDEVIEW HEATED GLASS, REAR VIEW CAMERA, PUSH BUTTON START, SIRIUS RADIOXM, ADVANCE TRAC, HILL START ASSIST, FORD PASS CONNECT, FRONT AND REAR STABILIZER, INTELIGENT	1.00 EACH	29995.50000	29995.50

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025779-00 FY 2025 Acct No: 1000.45.20.3030.3035.3030.0000.0000.45040. Review: Buyer: Status: Approved	Page 2
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Vendor LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/11/25	290649				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	ACCESS PUSH START, 12.3" INSTRUMENT CLUSTER DISPLAY, SYNC 4 W/13.2" LCD CAPACITIVE TOUCHSCREEN IN CENTER STACK W/SWIPE CAPABILITY, CLOUD CONNECTED, 911 ASSIST, CAR PLAY AND ANDROID AUTO COMPATIBLE, DIGITAL OWNERS MANUAL, CONVERSATIONAL VOICE RECOGNITION, SEATING UP TO 5, WIRELESS CHARGING PAD, REVERSE SENSORS. AS PER STATE OF ALABAMA CONTRACT T-191 MA220000003123-2 Additional Description Notes ----- 2025 OR NEWER FORD BRONCO SPORT AS FOLLOWS: 4X4 1.5L ECOBOOST ENGINE W/AUTO START-STOP TECHNOLOGY, ELECTRIC PARKING BRAKE, ELECTRONIC BRAKE ASSIST, 8-SPEED AUTO TRANSMISSION, HOSS 1.0 OFF-ROAD TUNED SUSPENSION, GRILLE-CARBONIZED GRAY W/BRONCO MOLDED IN WHITE, PRIVACY GLASS-2ND ROW AND LIFTGATE, WHEELS-17" CARBONIZED GRAY-PAINTED HIGH GLOSS ALUMINUM, CLIMATER CONTROLS W/REAR AIR DUCT, CARPETED CARGO FLOOR, SEATS CLOTH BUCKET CLOTH, 6 WAY DRIVER/4WAY PASSENGER, REAR CENTER ARMREST(FOLD-DOWN W/2 CUPHOLDERS), SUN VISORS W/MIRRORS (DRIVER/PASSENGER), FORD CO-PILOT 360 INCLUDES AUTO HIGH BEAM HEADLAMPS, BLIS W/CROSS-TRAFFIC, LANE KEEPING SYSTEM, DRIVER ALERT, PRE-COLLISION ASSIST W/AUTOMATIC EMERGENCY BRAKING, DYNAMIC BRAKE SUPPORT, REAR VIEW CAMERA, PRE-COLLISION BRAKING, MIRRORS SIDEVIEW HEATED GLASS, REAR VIEW CAMERA, PUSH BUTTON START, SIRIUS RADIOXM, ADVANCE TRAC, HILL START ASSIST, FORD PASS CONNECT, FRONT AND REAR STABILIZER, INTELIGENT ACCESS PUSH START, 12.3" INSTRUMENT CLUSTER DISPLAY, SYNC 4 W/13.2" LCD CAPACITIVE TOUCHSCREEN IN CENTER STACK W/SWIPE CAPABILITY, CLOUD CONNECTED, 911 ASSIST, CAR PLAY AND ANDROID AUTO COMPATIBLE, DIGITAL OWNERS MANUAL, CONVERSATIONAL VOICE RECOGNITION, SEATING			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025779-00 FY 2025 Acct No: 1000.45.20.3030.3035.3030.0000.0000.45040. Review: Buyer: Status: Approved	Page 3
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Vendor LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/11/25	290649				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	UP TO 5, WIRELESS CHARGING PAD, REVERSE SENSORS.			
	AS REQUESTED BY 3035-FACILITIES MAINT.			
1	1000.45.20.3030.3035.3030.0000.0000.45040.			29995.50
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			
002	FREIGHT	369.00 EACH	2.00000	738.00
	Vendor Item Inventory Item/Loc 14009			
1	1000.45.20.3030.3035.3030.0000.0000.45040.			738.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025779-00 FY 2025 Acct No: 1000.45.20.3030.3035.3030.0000.0000.45040. Review: Buyer: Status: Approved
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Page 4

Vendor LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/11/25	1290649				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 30733.50

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

Account	Amount	Remaining Budget
1000.45.20.3030.3035.3030.0000.0000.45040.		
	30733.50	4406.26
FACILITY MAINTENANCE EXP		
MOTOR POOL BUDGET RATE		

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

Activity	Date	Clerk	Comment
Approved	06/12/25	DONALD ROSE	Auto approved by: 9105paij
Approved	06/12/25	SANDRA LEWIS	Auto approved by: 9105paij
Approved	06/12/25	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	06/12/25	JOHNNIE HARRUB	Auto approved by: 9105paij
Approved	06/12/25	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	06/12/25	ANNE FOLEY	Auto approved by: 9105paij
Approved	06/12/25	JOHN PAINE	Auto approved by: 9105paij

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025782-00 FY 2025 Acct No: 1000.45.20.3030.3035.3030.0000.0000.45040. Review: Buyer: Status: Approved
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Page 1

Vendor LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/11/25	290649				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 FORD F250 TRANSIT VAN MEDIUM ROOF AS FOLLOWS: MEDIUM ROOF 148" WB, LONGRWD, TRANSIT MEDIUM ROOF VAN, HEAVY DUTY TRAILER TOW PKG;BULKHEAD W/WINDOW (MEDIUM ROOF); FIXED SHELVING-BOTH SIDES (M/H); RUNNING BOARDS; WHITE IN COLOR WITH THE FOLLOWING OPTIONS R1C MED ROOF 148 WB RWD 53B HD TRAILER TOW PKG 47U BULKHEAD WITH WINDOW AFTR 4 CORNER STROBES 66J FIXED SHELVING BOTH SIDES 68H RUNNING BOARDS PYZ WHITE IN COLOR AS PER STATE OF ALABAMA CONTRACT T-191 MA22000003123-11 Additional Description Notes ----- FORD F250 TRANSIT VAN MEDIUM ROOF AS FOLLOWS: MEDIUM ROOF 148" WB, LONGRWD, TRANSIT MEDIUM ROOF VAN, HEAVY DUTY TRAILER TOW PKG;BULKHEAD W/WINDOW (MEDIUM ROOF); FIXED SHELVING-BOTH SIDES (M/H); RUNNING BOARDS; WHITE IN COLOR AS REQUESTED BY 3035-FACILITIES MAINT.	2.00 EACH	53255.50000	106511.00
1 1000.45.20.3030.3035.3030.0000.0000.45040.			106511.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025782-00 FY 2025 Acct No: 1000.45.20.3030.3035.3030.0000.0000.45040. Review: Buyer: Status: Approved	Page 2
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Vendor LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/11/25	290649				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			
002 FREIGHT	2.00 EACH	738.00000	1476.00
Vendor Item Inventory Item/Loc 14009			
1 1000.45.20.3030.3035.3030.0000.0000.45040.			1476.00
Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET			

Contract Header

Contract

Ford Fleet T191 Long Lewis Shoals

Supplier

Long-Lewis Of The Shoals Inc

Linked Solicitation

Ford Fleet T191 -Bid-

Type

Master Agreement

Contract Code

MA220000003123

Sourcing Number

SRC0000007870

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	334-242-4610

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Christina	Croteau	christina.croteau@longlewis.net	256-710-5229
Christina	Croteau	christina.croteau@longlewis.net	256-710-5229

2 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

6/14/2022

End Date

6/14/2026

Documents

- [Master_Agreement_V1.pdf](#)
- [2023 Order Bank Opening Updates.pdf](#)
- [Master_Agreement_V1 \(7\).pdf](#)
- [Updated Ford_Bid_specs T191 5-23-22.pdf](#)
- [Ford 2023 Order Bank Opening Updates.pdf](#)
- [MA220000003123_Long_Lewis_of_the_Shoals_T191_V1.pdf](#)

Items

Item Name	Product Code	UOM
Ford Escape	220000003123-1	31,289.50 Each
Ford Bronco Sport	220000003123-2	37,945.50 Each
Ford Edge	220000003123-4	34,658.50 Each

Item Name	Product Code	UOM	
Ford Expedition	220000003123-5	49,920.50	Each
Ford Transit Passenger 15 Van	220000003123-9	53,880.50	Each
Ford Transit Cargo Van	220000003123-11	45,998.50	Each
Optional Equipment	220000003123-36	0.00	USD
Vehicle Delivery	220000003123-37	0.00	USD



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 17, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Long Lewis Ford of the Shoals Inc one 2025 Ford F150 AWD Transit cargo van for Animal Services.

Amount of Contract:

\$56,413.50

Funding Source

General fund.

ATTACHMENTS:

1. 20250612 Long2 Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 17 June 2025
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Long Lewis Ford of the Shoals, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Long Lewis Ford of the Shoals Inc one 2025 Ford F150
AWD Transit cargo van for Animal Services.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$56,413.50

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

**If Cost will continue, write "indefinite" and list project annual-cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: AL State contract

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>25802</u>	2025	(F7000) MOTOR POOL	ONE 2025 FORD F150 TRANSIT AWD CARGO VAN FOR ANIMAL SERVICES (AL STATE CONTRACT)	\$56,413.50	<u>(290649) LONG LEWIS FORD OF THE SHOALS</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025802-00 FY 2025 Acct No: 1000.30.23.1546.1546.2300.0000.0000.45040. Review: Buyer: Status: Approved	Page 1
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Vendor LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/12/25	290649				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 2025 OR NEWER FORD TRANSIT 150 MEDIUM ROOF VAN AS FOLLOWS: TRANSIT 150 CARGO VAN MEDIUM ROOF 148" LONG WB AWD;FULL REAR COMPARTMENT LIGHT;253-DEG HINGE OPENING (LR/MED); BACKUP ALARM;SPARE WHEEL AND TIRE;FRONT FOG LAMP;FRONT & REAR VINYL FLOOR COVERING;TIE DOWN HOOKS;REVERSE SENSING SYSTEM;ALL-WEATHER FLOOR MATS;4 CORNER STROBES;DRIVER/PASS VINYL SEAT W/ARM REST;EXTENDED LENGTH RUNNING BOARDS;DRIVER CONTROL FRONT/REAR AIR;AM/FM w/SYNC 3;VIRTUAL REARVIEW MIRROR; 2 ADDITIONAL KEYS (4TOTAL);WHITE IN COLOR WITH THE FOLLOWING OPTIONS E2C MED ROOF 148 WB AWD 15f REAR COMPT LIGHT 18P 253 DEGREE HINGE 43B BACK UP ALARM 51D SPARE TIRE 55D FRONT FOG LAMP 16E VINYL FLOOR COVERING 17P TIE DOENS43R REVERSE SENSING86W FLOOR MATS AFTR 4 CORNER STROBES 21P PASSENGER VINYL SEAT 68J EXT RUNNING BOARDS 57G DRIVER CONTR 58V RADIO 66C REAR VIEW MIRROR VIRTUAL86F ADDITIONAL KEYS AS PER STATE OD ALABAMA	1.00 EACH	55675.50000	55675.50

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025802-00 FY 2025 Acct No: 1000.30.23.1546.1546.2300.0000.0000.45040. Review: Buyer: Status: Approved	Page 2
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Vendor LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/12/25	290649				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	CONTRACT T-191 MA22000003123-11			

Additional Description Notes

2025 OR NEWER FORD TRANSIT 150 MEDIUM ROOF VAN AS FOLLOWS:

TRANSIT 150 CARGO VAN MEDIUM ROOF 148" LONG WB AWD;FULL REAR COMPARTMENT LIGHT;253-DEG HINGE OPENING (LR/MED); BACKUP ALARM;SPARE WHEEL AND TIRE;FRONT FOG LAMP;FRONT & REAR VINYL FLOOR COVERING;TIE DOWN HOOKS;REVERSE SENSING SYSTEM;ALL-WEATHER FLOOR MATS;4 CORNER STROBES;DRIVER/PASS VINYL SEAT W/ARM REST;EXTENDED LENGTH RUNNING BOARDS;DRIVER CONTROL FRONT/REAR AIR;AM/FM w/SYNC 3;VIRTUAL REARVIEW MIRROR; 2 ADDITIONAL KEYS (4TOTAL);WHITE IN COLOR

AS REQUESTED BY 1546-ANIMAL SERVICES

1	1000.30.23.1546.1546.2300.0000.0000.45040.	55675.50
---	--	----------

Ship To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 TRAVESIA AGEE

Deliver To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET
 MOBILE, AL 36604

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025802-00 FY 2025 Acct No: 1000.30.23.1546.1546.2300.0000.0000.45040. Review: Buyer: Status: Approved	Page 3
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Vendor LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/12/25	1290649				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
002 FREIGHT	369.00 EACH	2.00000	738.00

Vendor Item
Inventory Item/Loc 14009

1 1000.30.23.1546.1546.2300.0000.0000.45040. 738.00

Ship To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET
 MOBILE, AL 36604
Delivery Reference
 TRAVESIA AGEE

Deliver To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET
 MOBILE, AL 36604

Requisition Link

Requisition Total 56413.50

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

Account	Amount	Remaining Budget
1000.30.23.1546.1546.2300.0000.0000.45040.	56413.50	265807.05
ANIMAL SHELTER EXP	MOTOR POOL BUDGET RATE	

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

Activity	Date	Clerk	Comment
Approved	06/12/25	DONALD ROSE	Auto approved by: 9105paij

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025802-00 FY 2025 Acct No: 1000.30.23.1546.1546.2300.0000.0000.45040. Review: Buyer: Status: Approved	Page 4
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Vendor LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/12/25	290649				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
Approved	06/12/25 SANDRA LEWIS	Auto	approved by: 9105paij	
Approved	06/12/25 STEVEN KRONINGER	Auto	approved by: 9105paij	
Approved	06/12/25 JOHNNIE HARRUB	Auto	approved by: 9105paij	
Approved	06/12/25 SAMANTHA COOLEY	Auto	approved by: 9105paij	
Approved	06/12/25 ANNE FOLEY	Auto	approved by: 9105paij	
Approved	06/12/25 JOHN PAINE			

Authorized By: _____ Date: _____
 Signature

Contract Header

Contract

Ford Fleet T191 Long Lewis Shoals

Supplier

Long-Lewis Of The Shoals Inc

Linked Solicitation

Ford Fleet T191 -Bid-

Type

Master Agreement

Contract Code

MA220000003123

Sourcing Number

SRC0000007870

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	334-242-4610

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Christina	Croteau	christina.croteau@longlewis.net	256-710-5229
Christina	Croteau	christina.croteau@longlewis.net	256-710-5229

2 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

6/14/2022

End Date

6/14/2026

Documents

- [Master_Agreement_V1.pdf](#)
- [2023 Order Bank Opening Updates.pdf](#)
- [Master_Agreement_V1 \(7\).pdf](#)
- [Updated Ford_Bid_specs T191 5-23-22.pdf](#)
- [Ford 2023 Order Bank Opening Updates.pdf](#)
- [MA220000003123_Long_Lewis_of_the_Shoals_T191_V1.pdf](#)

Items

Item Name	Product Code	UOM
Ford Escape	220000003123-1	31,289.50 Each
Ford Bronco Sport	220000003123-2	37,945.50 Each
Ford Edge	220000003123-4	34,658.50 Each

Item Name	Product Code	UOM	
Ford Expedition	220000003123-5	49,920.50	Each
Ford Transit Passenger 15 Van	220000003123-9	53,880.50	Each
Ford Transit Cargo Van	220000003123-11	45,998.50	Each
Optional Equipment	220000003123-36	0.00	USD
Vehicle Delivery	220000003123-37	0.00	USD



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 17, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Northstar Performance Improvement LLC for five-day incident investigation workshop for MFRD.

Amount of Contract:

\$24,705.00

Funding Source

2024 Federal Pipeline & Hazardous Materials Safety Administration Hazardous Materials Grant

ATTACHMENTS:

1. 20250611 Northstar Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 17 June 2025
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Northstar Performance Improvement, LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Northstar Performance Improvement LLC for five-day incident investigation workshop for MFRD.
2024 Federal Pipeline & Hazardous Materials Safety Administration Hazardous Materials Grant

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$24,705.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

**If Cost will continue, write "indefinite" and list project annual-cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement; Professional service

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>24260</u>	2025	(2590) GRANT MANAGEMENT	FIVE-DAY INCIDENT INVESTIGATION WORKSHOP FOR MFRD (PROFESSIONAL SERVICE)	\$24,705.00	<u>(299803)</u> <u>NORTHSTAR</u> <u>PERFORMANCE</u> <u>IMPROVEMENT,</u> <u>LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024260-00 FY 2025 Acct No: 5500.30.15.0000.0000.1510.0000.0000.45060. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor NORTHSTAR PERFORMANCE IMPROVEMENT, LLC 3440 BLUE SPRINGS ROAD NW, SUI KENNESAW, GA 30144 Tel#7709261131	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 KELSI.TIPPERY@CITYOFMOBILE.ORG Delivery Reference KELSI TIPPERY/CHARLES HINES Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/08/25	299803				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

PER YOUR QUOTE 5/6/25.

001	PROFESSIONAL SERVICE. INCIDENT INVESTIGATION, ROOT CAUSE ANALYSIS AND MANAGEMENT OVERSIGHT AND RISK TREE (MORT) CERTIFICATION 5-DAY WORKSHOP FOR 10 PARTICIPANTS. INCLUDES TRAINING MATERIALS.	1.00 EACH	22230.00000	22230.00
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1	5500.30.15.0000.0000.1510.0000.0000.45060. E G-PHMSA24 .TRAVELTRAI.			22230.00
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 KELSI TIPPERY/CHARLES HINES

Deliver To
 GRANTS ADMINISTRATION
 205 GOVERNMENT STREET
 4TH FLOOR SOUTH TOWER ROOM 454
 MOBILE, AL 36644

002	MORT TRAINING-INSTRUCTOR EXPENSES	1.00	2250.00000	2250.00
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=====	=====
Bill To	Requisition 00024260-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5500.30.15.0000.0000.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 9105fo1a
vendorinvoices@cityofmobile.org	Status: Approved
	Page 2
=====	=====

Vendor	Ship To
NORTHSTAR PERFORMANCE IMPROVEMENT, LLC	FIRE CENTRAL SUPPLY
3440 BLUE SPRINGS ROAD NW, SUI	2851 OLD SHELL ROAD
	MOBILE, AL 36607
KENNESAW, GA 30144	KELSI.TIPPERY@CITYOFMOBILE.ORG
Tel#7709261131	Delivery Reference
	KELSI TIPPERY/CHARLES HINES
	Deliver To
	GRANTS ADMINISTRATION
	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644

-----	-----
Date	Vendor
Ordered	Number
	Date
	Required
	Ship
	Via
	Terms
	Department
-----	-----
05/08/25	299803
	GRANT MANAGEMENT
-----	-----

LN Description / Account	Qty EACH	Unit Price	Net Price
1 5500.30.15.0000.0000.1510.0000.0000.45060. E G-PHMSA24 .TRAVELTRAI.			2250.00
Ship To			
FIRE CENTRAL SUPPLY			
2851 OLD SHELL ROAD			
MOBILE, AL 36607			
Delivery Reference			
KELSI TIPPERY/CHARLES HINES			
Deliver To			
GRANTS ADMINISTRATION			
205 GOVERNMENT STREET			
4TH FLOOR SOUTH TOWER ROOM 454			
MOBILE, AL 36644			
003 MORT TRAINING-G&A EXPENSE FOR INSTRUCTOR	1.00 EACH	225.00000	225.00
1 5500.30.15.0000.0000.1510.0000.0000.45060. E G-PHMSA24 .TRAVELTRAI.			225.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024260-00 FY 2025 Acct No: 5500.30.15.0000.0000.1510.0000.0000.45060. Review: Buyer: 9105fo1a Status: Approved	Page 3
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Vendor NORTHSTAR PERFORMANCE IMPROVEMENT, LLC 3440 BLUE SPRINGS ROAD NW, SUI KENNESAW, GA 30144 Tel#7709261131	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 KELSI.TIPPERY@CITYOFMOBILE.ORG Delivery Reference KELSI TIPPERY/CHARLES HINES Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/08/25	299803				GRANT MANAGEMENT

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
KELSI TIPPERY/CHARLES HINES

Deliver To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
4TH FLOOR SOUTH TOWER ROOM 454
MOBILE, AL 36644

Requisition Link

Requisition Total	24705.00
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E G-PHMSA24 .TRAVELTRAI.	24705.00	.00

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

Account	Amount	Remaining Budget
5500.30.15.0000.0000.1510.0000.0000.45060.	24705.00	

MISC FIRE GRANTS EXP TRAINING

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

Activity	Date	Clerk	Comment
Approved	05/09/25	BARRY GLISSON	
Approved	05/09/25	JOHNNY MORRIS	Auto approved by: 910512538

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024260-00 FY 2025 Acct No: 5500.30.15.0000.0000.1510.0000.0000.45060. Review: Buyer: 9105fola Status: Approved
--	---

Page 4

Vendor NORTHSTAR PERFORMANCE IMPROVEMENT, LLC 3440 BLUE SPRINGS ROAD NW, SUI KENNESAW, GA 30144 Tel#7709261131	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 KELSI.TIPPERY@CITYOFMOBILE.ORG Delivery Reference KELSI TIPPERY/CHARLES HINES Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/08/25	299803				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
Approved	05/09/25 JAMES FRANK	Auto approved by:	910512538	
Approved	05/09/25 DREANETTA BARNES	Auto approved by:	910520990	
Approved	05/09/25 TRAVIS MARSHALL	Auto approved by:	910520990	
Approved	05/09/25 SHAUNAGYE SIMMS	Auto approved by:	910520990	
Approved	05/09/25 SELENA SMITH	Auto approved by:	910520990	
Forward	06/06/25 CLAUDE BUERGER IV	Automatic Forward to	910520668	
Approved	06/09/25 DONALD ROSE	Auto approved by:	9105fola	
Approved	06/09/25 SANDRA LEWIS	Auto approved by:	9105fola	
Approved	06/09/25 STEVEN KRONINGER	Auto approved by:	9105fola	
Approved	06/09/25 JOHNNIE HARRUB	Auto approved by:	9105fola	
Approved	06/09/25 SAMANTHA COOLEY	Auto approved by:	9105fola	
Approved	06/09/25 ANNE FOLEY	Auto approved by:	9105fola	
Approved	06/09/25 JOHN PAINE	Auto approved by:	9105fola	

Authorized By: _____ Date: _____
 Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 17, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Stivers Ford Lincoln Inc for three 2025 Ford Maverick XLT crew cab pickup trucks and one 2025 Ford Explorer SUV for Build Mobile.

Amount of Contract:

\$131,065.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250612 Stivers2 Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 17 June 2025 Date Item No. _____

Submitted by: Procurement Department John Paine, Purchasing Agent Department Head

Sponsored by: William S. Stimpson Name Mayor Title

Reviewed by: _____ Executive Director

Routing Authorized: James Barber Mayor's Office _____ Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Stivers Ford Lincoln Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Stivers Ford Lincoln Inc for three 2025 Ford Maverick XLT crew cab pickup trucks and one 2025 Ford Explorer SUV for Build Mobile.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$131,065.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual-cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: AL State contract

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisitions as indicated below and attached herein:

Requisitions	Fiscal Year	Department	Description	Amount	Vendor
<u>25752</u> <u>25759</u>	2025	(F7000) MOTOR POOL	THREE 2025 FORD MAVERICK XLT CREW CAB PICKUP TRUCKS AND ONE 2025 FORD EXPLORER SUV FOR BUILD MOBILE (AL STATE CONTRACT)	\$131,065.00	(<u>292393</u>) <u>STIVERS FORD</u> <u>LINCOLN INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025752-00 FY 2025 PO 25010146 Acct No: 1000.45.20.5530.5530.3000.0000.0000.45040. Review: Buyer: Status: Converted	Page 1
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Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/11/25	292393				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 2025 OR NEWER MAVERICK XLT CREW CAB AWD 302A PACKAGE AS FOLLOWS: OXFORD WHITE IN COLOR;CLOTH SEATS-BLUE;4-CORNER STROBES-WHITE FRONT/AMBER REAR ; ALL WEATHER FLOOR MATS WITH THE FOLLOWING OPTIONS: W8J MAVERICK 7B CLOTH SEATS ST1 4 CORNER STROBES FM2 FLOOR MATS AS PER STATE OF ALABAMA CONTRACT T-191 MA22*****3128-6 Additional Description Notes ----- 2025 OR NEWER MAVERICK XLT CREW CAB AWD 302A PACKAGE AS FOLLOWS: OXFORD WHITE IN COLOR;CLOTH SEATS-BLUE;4-CORNER STROBES-WHITE FRONT/AMBER REAR ; ALL WEATHER FLOOR MATS AS REQUESTED BY 3040- BUILD MOBILE	3.00 EACH	30465.00000	91395.00
1 1000.45.20.5530.5530.3000.0000.0000.45040.			91395.00

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025752-00 FY 2025 PO 25010146 Acct No: 1000.45.20.5530.5530.3000.0000.0000.45040. Review: Buyer: Status: Converted	Page 2
--	--	--------

Vendor
STIVERS FORD LINCOLN INC
4000 EASTERN BLVD

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET

MONTGOMERY, AL 36116

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Tel#334-613-5000
Fax 334-613-5018

Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/11/25	292393				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			

002 FREIGHT	3.00 EACH	344.00000	1032.00
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Vendor Item
Inventory Item/Loc 14009

1 1000.45.20.5530.5530.3000.0000.0000.45040.	1032.00
--	---------

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604

[Requisition Link](#)

Requisition Total	92427.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.45.20.5530.5530.3000.0000.0000.45040.	92427.00	4406.26

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025752-00 FY 2025 PO 25010146 Acct No: 1000.45.20.5530.5530.3000.0000.0000.45040. Review: Buyer: Status: Converted	Page 3
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Vendor
STIVERS FORD LINCOLN INC
4000 EASTERN BLVD

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET

MONTGOMERY, AL 36116

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Tel#334-613-5000
Fax 334-613-5018

Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/11/25	292393				MOTOR POOL

Account	Amount	Remaining Budget
INSPECTION EXP	MOTOR POOL BUDGET RATE	

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

Activity	Date	Clerk	Comment
Approved	06/11/25	DONALD ROSE	Auto approved by: 9105paij
Approved	06/11/25	SANDRA LEWIS	Auto approved by: 9105paij
Approved	06/11/25	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	06/11/25	JOHNNIE HARRUB	Auto approved by: 9105paij
Approved	06/11/25	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	06/11/25	ANNE FOLEY	Auto approved by: 9105paij
Approved	06/11/25	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025759-00 FY 2025 PO 25010147 Acct No: 1000.45.20.5530.5530.3000.0000.0000.45040. Review: Buyer: Status: Converted	Page 1
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Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/11/25	292393				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 2025 OR NEWER FORD EXPLORER AS FOLLOWS: K7D EXPLORER 2WD MODEL-"ACTIVE" W/2ND ROW BENCH;OXFORD WHITE;DAYTIME RUNNING LAMPS WITH TEH FOLLOWING OPTIONS: K7D 2WD 942 DAYLIGHT RUNNING LIGHTS AS PER STATE OF ALABAMA CONTRACT T-191, MA22000003128-3 Additional Description Notes	1.00 EACH	38294.00000	38294.00

2025 OR NEWER FORD EXPLORER AS FOLLOWS:

K7D EXPLORER 2WD MODEL-"ACTIVE" W/2ND ROW BENCH;OXFORD WHITE;DAYTIME RUNNING LAMPS

AS REQUESTED BY 3040-BUILD MOBILE

1 1000.45.20.5530.5530.3000.0000.0000.45040.	38294.00
--	----------

Ship To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET
 MOBILE, AL 36604
Delivery Reference
 TRAVESIA AGEE

Deliver To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025759-00 FY 2025 PO 25010147 Acct No: 1000.45.20.5530.5530.3000.0000.0000.45040. Review: Buyer: Status: Converted	Page 2
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Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/11/25	292393				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
002	FREIGHT	172.00 EACH	2.00000	344.00
	Vendor Item Inventory Item/Loc 14009			
1	1000.45.20.5530.5530.3000.0000.0000.45040.			344.00
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 38638.00

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

Account	Amount	Remaining Budget
1000.45.20.5530.5530.3000.0000.0000.45040.	38638.00	4406.26
INSPECTION EXP	MOTOR POOL BUDGET RATE	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025759-00 FY 2025 PO 25010147 Acct No: 1000.45.20.5530.5530.3000.0000.0000.45040. Review: Buyer: Status: Converted	Page 3
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Vendor
 STIVERS FORD LINCOLN INC
 4000 EASTERN BLVD

Ship To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET

MONTGOMERY, AL 36116

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Tel#334-613-5000
 Fax 334-613-5018

Delivery Reference
 TRAVESIA AGEE

Deliver To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/11/25	292393				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
***** Approval/Conversion Info *****				
Activity	Date	Clerk	Comment	
Approved	06/11/25	DONALD ROSE	Auto approved by: 9105paij	
Approved	06/11/25	SANDRA LEWIS	Auto approved by: 9105paij	
Approved	06/11/25	STEVEN KRONINGER	Auto approved by: 9105paij	
Approved	06/11/25	JOHNNIE HARRUB	Auto approved by: 9105paij	
Approved	06/11/25	SAMANTHA COOLEY	Auto approved by: 9105paij	
Approved	06/11/25	ANNE FOLEY	Auto approved by: 9105paij	
Approved	06/11/25	JOHN PAINE		

Authorized By: _____ Date: _____
 Signature

Contract Header

Contract

Ford Fleet T191 Stivers Ford

Supplier

Stivers Ford Lincoln

Linked Solicitation

Ford Fleet T191 -Bid-

Type

Master Agreement

Contract Code

MA220000003128

Sourcing Number

SRC0000007870

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	334-242-4610

1 Record(s)

Supplier Contact

0 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

6/15/2022

End Date

6/14/2026

Documents

- [Stivers Ford Disclosure and E Verify.pdf](#)
- [Updated_Ford-T191_All_T__C_-_5-23-22 \(3\).pdf](#)
- [Master_Agreement_V2 \(5\).pdf](#)

Items

Item Name	Product Code	UOM
Ford Explorer	220000003128-3	40,169.00 Each
Ford Maverick	220000003128-6	26,189.00 Each

- [Ford 2023 Order Bank Opening Updates.pdf](#)
- [Updated Ford_Bid_specs T191 5-23-22.pdf](#)
- [Ordering Summary as of September 26, 2023.docx](#)

Item Name	Product Code		UOM
Ford Transit Cargo Van	220000003128-10	43,337.00	Each
Ford F150 Super Cab 4WD Short Bed	220000003128-13	40,717.00	Each
Ford F150 Super Crew 2WD Short Bed	220000003128-14	38,467.00	Each
Ford F150 Super Crew 4WD Short Bed	220000003128-15	41,911.00	Each
Ford F250 Super Duty Super Cab 2WD	220000003128-16	44,258.00	Each
Ford Diesel Engine Upgrade	220000003128-17	9,756.00	Each
Ford F250 Super Duty Super Cab 4WD	220000003128-18	46,408.00	Each
Ford Diesel Engine Upgrade	220000003128-19	9,756.00	Each
Ford F250 Super Duty Crew Cab 2WD	220000003128-20	45,601.00	Each
Ford Diesel Engine Upgrade	220000003128-21	9,756.00	Each
Ford F250 Super Duty Crew Cab 4WD	220000003128-22	47,738.00	Each
Ford Diesel Engine Upgrade	220000003128-23	9,756.00	Each
Ford F350 Super Duty Super Cab 2WD	220000003128-24	45,162.00	Each
Ford Diesel Engine Upgrade	220000003128-25	9,756.00	Each
Ford F350 Super Duty Super Cab 4WD	220000003128-26	47,518.00	Each
Ford Diesel Engine Upgrade	220000003128-27	9,756.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-28	46,514.00	Each
Ford Diesel Engine Upgrade	220000003128-29	9,756.00	Each
Ford Diesel Engine Upgrade	220000003128-31	9,756.00	Each

Item Name	Product Code		UOM
Ford F350 Super Duty Crew Cab 2WD	220000003128-32	47,546.00	Each
Ford Diesel Engine Upgrade	220000003128-33	9,756.00	Each
Ford F350 Super Duty Crew Cab 4WD	220000003128-34	50,402.00	Each
Ford Diesel Engine Upgrade	220000003128-35	9,756.00	Each
Optional Equipment	220000003128-36	0.00	USD
Vehicle Delivery	220000003128-37	0.00	USD
Ford F350 Super Duty Crew Cab 4WD	220000003129-30	48,870.00	Each



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 17, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Stivers Ford Lincoln Inc for one 2025 Ford Transit 150 cargo van for Parks Department.

Amount of Contract:

\$44,786.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250612 Stivers Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 17 June 2025 Date Item No. _____

Submitted by: Procurement Department John Paine, Purchasing Agent Department Head

Sponsored by: William S. Stimpson Name Mayor Title

Reviewed by: _____ Executive Director

Routing Authorized: James Barber Mayor's Office _____ Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Stivers Ford Lincoln Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Stivers Ford Lincoln Inc for one 2025 Ford Transit 150
cargo van for Parks Department.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$44,786.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual-cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: AL State contract

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>25677</u>	2025	(F7000) MOTOR POOL	ONE 2025 FORD TRANSIT 150 CARGO VAN FOR PARKS DEPT (AL STATE CONTRACT)	\$44,786.00	<u>(292393) STIVERS FORD LINCOLN, INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025677-00 FY 2025 PO 25010084 Acct No: 1000.40.20.2030.2012.2005.0000.0000.45040. Review: Buyer: Status: Converted	Page 1
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Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/10/25	292393				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 2025 OR NEWER FORD TRANSIT 150 CARGO VAN AS FOLLOWS: FORD TRANSIT 150 FULL SIZE CARGO VAN WITH STANDARD HEIGHT ROOF, 130" WHEELBASE, REAR WHEEL DRIVE;3.5L PFDI V6;LANE KEEP ASSIST;RUNNING BOARDS; OXFORD WHITE IN COLOR;VINYL-PALAZZO GRAY VINYL SEATING WITH THE FOLLOWING OPTIONS E1Y LOW ROOF 130 WB LONG RWD 998 3.5L V6 65A LANE ASSIST 68H RUNNING BOARDS YZ OXFORD WHITE VK VUNYL SEATING AS PER STATE OF ALABAMA CONTRACT T-191 MA22000003128-10 AND YOUR QUOTE Additional Description Notes ----- 2025 OR NEWER FORD TRANSIT 150 CARGO VAN AS FOLLOWS: FORD TRANSIT 150 FULL SIZE CARGO VAN WITH STANDARD HEIGHT ROOF, 130" WHEELBASE, REAR WHEEL DRIVE;3.5L PFDI V6;LANE KEEP ASSIST;RUNNING BOARDS; OXFORD WHITE IN COLOR;VINYL-PALAZZO GRAY VINYL SEATING AS REQUESTED BY 2012-PARKS	1.00 EACH	44442.00000	44442.00
1 1000.40.20.2030.2012.2005.0000.0000.45040.			44442.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025677-00 FY 2025 PO 25010084 Acct No: 1000.40.20.2030.2012.2005.0000.0000.45040. Review: Buyer: Status: Converted	Page 2
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Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/10/25	292393				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			
002 FREIGHT	172.00 MILE	2.00000	344.00
Vendor Item Inventory Item/Loc 14009			
1 1000.40.20.2030.2012.2005.0000.0000.45040.			344.00
Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025677-00 FY 2025 PO 25010084 Acct No: 1000.40.20.2030.2012.2005.0000.0000.45040. Review: Buyer: Status: Converted	Page 3
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Vendor
STIVERS FORD LINCOLN INC
4000 EASTERN BLVD

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET

MONTGOMERY, AL 36116

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Tel#334-613-5000
Fax 334-613-5018

Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/10/25	292393				MOTOR POOL

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

Requisition Link

Requisition Total 44786.00

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

Account	Amount	Remaining Budget
1000.40.20.2030.2012.2005.0000.0000.45040.		
	44786.00	
PARKS MAINTENANCE EXP	MOTOR POOL BUDGET RATE	

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

Activity	Date	Clerk	Comment
Approved	06/10/25	KIM CARMODY	Auto approved by: 91055604
Approved	06/10/25	DANIEL OTTO	
Approved	06/10/25	KIM CARMODY	Auto approved by: 91055604
Approved	06/10/25	DANIEL OTTO	
Approved	06/10/25	DONALD ROSE	Auto approved by: 9105paij
Approved	06/10/25	SANDRA LEWIS	Auto approved by: 9105paij
Approved	06/10/25	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	06/10/25	JOHNNIE HARRUB	Auto approved by: 9105paij
Approved	06/10/25	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	06/10/25	ANNE FOLEY	Auto approved by: 9105paij
Approved	06/10/25	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

Contract Header

Contract

Ford Fleet T191 Stivers Ford

Supplier

Stivers Ford Lincoln

Linked Solicitation

Ford Fleet T191 -Bid-

Type

Master Agreement

Contract Code

MA220000003128

Sourcing Number

SRC0000007870

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	334-242-4610

1 Record(s)

Supplier Contact

0 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

6/15/2022

End Date

6/14/2026

Documents

- [Stivers Ford Disclosure and E Verify.pdf](#)
- [Updated_Ford-T191_All_T__C_-_5-23-22 \(3\).pdf](#)
- [Master_Agreement_V2 \(5\).pdf](#)

Items

Item Name	Product Code	UOM
Ford Explorer	220000003128-3	40,169.00 Each
Ford Maverick	220000003128-6	26,189.00 Each

- [Ford 2023 Order Bank Opening Updates.pdf](#)
- [Updated Ford_Bid_specs T191 5-23-22.pdf](#)
- [Ordering Summary as of September 26, 2023.docx](#)

Item Name	Product Code		UOM
Ford Transit Cargo Van	220000003128-10	43,337.00	Each
Ford F150 Super Cab 4WD Short Bed	220000003128-13	40,717.00	Each
Ford F150 Super Crew 2WD Short Bed	220000003128-14	38,467.00	Each
Ford F150 Super Crew 4WD Short Bed	220000003128-15	41,911.00	Each
Ford F250 Super Duty Super Cab 2WD	220000003128-16	44,258.00	Each
Ford Diesel Engine Upgrade	220000003128-17	9,756.00	Each
Ford F250 Super Duty Super Cab 4WD	220000003128-18	46,408.00	Each
Ford Diesel Engine Upgrade	220000003128-19	9,756.00	Each
Ford F250 Super Duty Crew Cab 2WD	220000003128-20	45,601.00	Each
Ford Diesel Engine Upgrade	220000003128-21	9,756.00	Each
Ford F250 Super Duty Crew Cab 4WD	220000003128-22	47,738.00	Each
Ford Diesel Engine Upgrade	220000003128-23	9,756.00	Each
Ford F350 Super Duty Super Cab 2WD	220000003128-24	45,162.00	Each
Ford Diesel Engine Upgrade	220000003128-25	9,756.00	Each
Ford F350 Super Duty Super Cab 4WD	220000003128-26	47,518.00	Each
Ford Diesel Engine Upgrade	220000003128-27	9,756.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-28	46,514.00	Each
Ford Diesel Engine Upgrade	220000003128-29	9,756.00	Each
Ford Diesel Engine Upgrade	220000003128-31	9,756.00	Each

Item Name	Product Code		UOM
Ford F350 Super Duty Crew Cab 2WD	220000003128-32	47,546.00	Each
Ford Diesel Engine Upgrade	220000003128-33	9,756.00	Each
Ford F350 Super Duty Crew Cab 4WD	220000003128-34	50,402.00	Each
Ford Diesel Engine Upgrade	220000003128-35	9,756.00	Each
Optional Equipment	220000003128-36	0.00	USD
Vehicle Delivery	220000003128-37	0.00	USD
Ford F350 Super Duty Crew Cab 4WD	220000003129-30	48,870.00	Each



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 17, 2025

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. 20250612 Sunbelt Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 17 June 2025
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Sunbelt Fire Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Sunbelt Fire Inc for fire helmet facepieces and parts for
MFRD.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$16,500.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

**If Cost will continue, write "indefinite" and list project annual-cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>25006</u>	2025	(1510) FIRE ADMINISTRATION	FIRE HELMET FACEPIECES AND PARTS FOR MFRD (PRICE BELOW BID REQUIREMENT	\$16,500.00	(198904) <u>SUNBELT FIRE INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025006-00 FY 2025 Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Approved
--	--

Page 1

Vendor
 SUNBELT FIRE INC
 8050 MCGOWIN DRIVE

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

FAIRHOPE, AL 36532

MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Tel#251-928-9917
 Fax 251-928-9933

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/27/25	198904				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

001 AS PER QUOTE Q-36907 FIRE HELMET FRONTS; PART,MSAF47 Leather Front, Passport (Frame Only) QUOTE, Q-36907 Vendor Item	30.00 EACH	58.00000	1740.00
--	---------------	----------	---------

1 6120.70.15.0000.0000.1510.0000.0000.44020.	1740.00
--	---------

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

002 FIRE HELMET FRONTS; MSAF48 Insert, Front, QUOTE, Q-36907 Vendor Item	30.00 EACH	35.00000	1050.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025006-00 FY 2025 Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 2
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Vendor SUNBELT FIRE INC 8050 MCGOWIN DRIVE FAIRHOPE, AL 36532 Tel#251-928-9917 Fax 251-928-9933	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/27/25	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	6120.70.15.0000.0000.1510.0000.0000.44020.			1050.00

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

003	FIRE HELMET FRONTS; PART; MSAG1FM1M4C1 G1 Facepiece, Medium, 4 Point Adjustable, Cloth Neck Strap; QUOTE, Q-36907 Vendor Item	30.00 EACH	457.00000	13710.00
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1	6120.70.15.0000.0000.1510.0000.0000.44020.			13710.00
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025006-00 FY 2025 Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Approved
---	---

Page 3

Vendor
 SUNBELT FIRE INC
 8050 MCGOWIN DRIVE

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

FAIRHOPE, AL 36532

MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Tel#251-928-9917
 Fax 251-928-9933

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/27/25	198904				FIRE ADMINISTRATION

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

Requisition Link

Requisition Total 16500.00

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

Account	Amount	Remaining Budget
6120.70.15.0000.0000.1510.0000.0000.44020.	16500.00	670857.50
EMERGENCY MEDICAL SVCS EXP		
OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Forward	06/06/25	CLAUDE BUERGER IV	Automatic Forward to 910520668
Approved	06/10/25	DONALD ROSE	Auto approved by: 910520704
Approved	06/10/25	SANDRA LEWIS	Auto approved by: 910520704
Approved	06/10/25	STEVEN KRONINGER	Auto approved by: 910520704
Approved	06/10/25	JOHNNIE HARRUB	Auto approved by: 910520704
Approved	06/10/25	SAMANTHA COOLEY	
Approved	06/10/25	ANNE FOLEY	Auto approved by: 910520704
Approved	06/10/25	JOHN PAINE	Auto approved by: 910520704
Approved	06/10/25	JOHN PAINE	Auto approved by: 910520704

Authorized By: _____ Date: _____
 Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 17, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to UJ Chevrolet Co Inc for wreck repairs to 2023 Chevrolet Tahoe for Municipal Garage.

Amount of Contract:

\$20,540.74

Funding Source

General fund Motor Pool

ATTACHMENTS:

1. 20250606 UJ Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 17 June 2025 Date Item No. _____

Submitted by: Procurement Department John Paine, Purchasing Agent Department Head

Sponsored by: William S. Stimpson Name Mayor Title

Reviewed by: _____ Executive Director

Routing Authorized: James Barber Mayor's Office _____ Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to UJ Chevrolet Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to UJ Chevrolet Co Inc for wreck repairs to 2023 Chevrolet Tahoe for Municipal Garage
General fund Motor Pool

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$20,540.74

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual-cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>20563</u>	2025	(2050) FLEET MAINTENANCE – GARAGE	WRECK REPAIR FOR 2023 CHEVROLET TAHOE (PRICE BELOW BID REQUIREMENT)	\$20,540.74	<u>(210000) UJ</u> <u>CHEVROLET CO</u> <u>INC</u>

Adopted:

City Clerk

Bill To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 vendorinvoices@cityofmobile.org	Requisition 00020563-00 FY 2025 PO 25005375 Acct No: 7000.40.20.0000.0000.2070.0000.0000.45050. Review: Buyer: 910519540 Status: Converted	Page 1
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Vendor U J CHEVROLET CO INC 7581 AIRPORT BLVD MOBILE, AL 36608 Tel#251-633-3321 Fax 251-452-0066	Ship To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 sean.clark@cityofmobile.org Delivery Reference D. HILL
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/21/25	210000				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

NGPO#:PR-00354				
001	00110-wreck Repair	1.00	15970.09000	15970.09
		LOT		
Additional Description Notes				

ESTIMATE - 37a7345c				
1	7000.40.20.0000.0000.2070.0000.0000.45050.			15970.09

Ship To
MUNICIPAL GARAGE ATTN: SEAN
770 GAYLE STREET
MOBILE, AL 36604

Deliver To

[Requisition Link](#)

Requisition Total 15970.09

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45050.	15970.09	2883166.29
MOTOR POOL EXP		
REPAIR PARTS		

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

Activity	Date	Clerk	Comment
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Bill To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 vendorinvoices@cityofmobile.org	Requisition 00020563-00 FY 2025 PO 25005375 Acct No: 7000.40.20.0000.0000.2070.0000.0000.45050. Review: Buyer: 910519540 Status: Converted
---	--

Page 2

Vendor U J CHEVROLET CO INC 7581 AIRPORT BLVD MOBILE, AL 36608 Tel#251-633-3321 Fax 251-452-0066	Ship To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 sean.clark@cityofmobile.org Delivery Reference D. HILL
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/21/25	210000				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
Approved	02/24/25 TRAVESIA AGEE		Auto approved by: 910519589	
Approved	02/24/25 CHARLES SUMRALL		Approve repairs	
Approved	02/25/25 SHONNDA SMITH			
Approved	02/25/25 CHERI BOUCHER		Auto approved by: 910518244	
Approved	02/25/25 DONALD ROSE		Auto approved by: 910519540	
Approved	02/25/25 SANDRA LEWIS		Auto approved by: 910519540	
Approved	02/25/25 STEVEN KRONINGER			
Approved	02/25/25 SAMANTHA COOLEY		Auto approved by: 910519540	
Approved	02/25/25 LONELL HARRIS		Auto approved by: 910519540	
Approved	02/25/25 ANNE FOLEY		Auto approved by: 910519540	
Approved	02/25/25 JOHN PAINE		Auto approved by: 910519540	

Authorized By: _____ Date: _____
Signature

NOTE THAT UPDATED VENDOR ESTIMATE DATED 05/28/2025 INCREASED PRICE QUOTATION TO A TOTAL OF \$20,540.74 FOR REPAIRS.



CAPITAL CONTRACT SUMMARY SHEET

C#5405

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: Fire Station #7 (Seelhorst) - Shower Renovations

CAPITAL PROJECT #: F329-001 (20002000-48010)

CONTRACT AMOUNT: \$34,884.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: FD-034-25

PROJECT DESCRIPTION: Renovate showers at Fire Station 7

VENDOR NAME: A&D Remodeling LLC.

VENDOR NUMBER: 298784

DEPT #: 3032 DEPT NAME: ARCHITECTURAL
ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

If different, indicate special
rate_____

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

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

Prepared by: *Emma Dean* – Office Assistant II Date: 06/09/2025



AGENDA ITEM SUMMARY SHEET

Agenda of: June 17, 2025

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

William Stimpson, Mayor

Benjamin Reynolds, Councilmember

Purpose and Scope of Project:

The project includes the furnishing of all labor, materials, tools, and equipment necessary for a complete bathroom renovation as outlined in this RFQ document and attached drawing. The scope of work for the renovation of three restrooms at Fire Station 7 includes the following tasks:

- Replace three shower areas and install cultured marble wall & pan (with integral curb) system.

- Installation of new mixing valves, shower heads, and drains.
- Check for leaks (plumbing and roof).
- Test the performance of the exhaust fan and light fixtures.
- Replace ceiling light fixtures, wall light fixture in men's restroom and AC diffuser and return.
- Replace suspended ceiling system.
- Apply a fresh coat of paint to the walls, door frame, door (stain), ceiling speaker grill and cabinet doors (adjust cabinet doors).
- Deep cleaning the restroom floors.

Amount of Contract:

\$34,884.00

Funding Source

F329-001 FIRE STATION NO.7 BATHROOM RENOVATI (20002000-48010)

ATTACHMENTS:

1. FD-034-25_A&D_Routingpack

REVIEWERS:

Emma Dean

Carleen Stout

Brenda Rhodes

Cherlina Monteiro

James Barber

RESOLUTION

2025

Sponsored by:

Mayor William S. Stimpson and Councilmember Ben Reynolds

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

Name of Company: A and D Remodeling LLC.

Project Name: Fire Station #7 (Seelhorst) - Shower Renovations

Project Number: FD-034-25

Amount: \$34,884.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Fire Station #7 (Seelhorst) - Shower Renovations

CAPITAL PROJECT #: F329-001 (20002000-48010)

CONTRACT AMOUNT: \$34,884.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: FD-034-25

PROJECT DESCRIPTION: Renovate showers at Fire Station 7

VENDOR NAME: A and D Remodeling LLC.

VENDOR NUMBER: 298784

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Emma Dean – Office Assistant II Date: 06/09/2025



06.04.2025

10:43AM

Dear Council Members:

Attached to this memo is an agreement between the A AND D REMODELING and the City of Mobile, for the project titled "Fire Station #7 (Seelhorst) - Shower Renovations" in the amount of \$34,884.00.

We look forward to continued communication on this important project. Please call me at 2512087878 or email me at beatriz.jordan@cityofmobile.org with questions or concerns.

Respectfully,

Jordan, Beatriz

Project Manager

Architectural Engineering Department

2512087878

Information on this project is follows:

Commitment Type:	Construction
Department:	Architectural Engineering
Fiscal Year:	2025
District:	

**CITY OF MOBILE
AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")**



This Agreement made and entered into this _____.

BETWEEN the Owner: CITY OF MOBILE
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633

And the Contractor: A and D Remodeling, LLC.
11130 Ora Lane
Mobile AL 36608

City Business License No.: 56627
Secretary of State Registration No.: 000-529-878

For the following Project: Fire Station #7 (Seelhorst) – Shower Renovations
5525 Commerce Blvd.
Mobile, Alabama 36619

Project Number: FD-034-25

The Owner and Contractor agree as set forth below:

- 1.0 CONTRACTOR'S SERVICE**
- 1.1** The Contractor's Services consist of those described in the Request For Quotes dated April 2, 2025 and is hereby incorporated by reference as a part of this Agreement as though fully set out herein. The total contract amount is Thirty-Four Thousand Eight Hundred Eighty-Four and 00/100 Dollars (\$34,884.00) which includes a Contingency Allowance of Five thousand dollars and 00/100 (\$5,000.00).
- 1.2** If Additional Services are required due to circumstances beyond the Contractor's control, the Contractor shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Contractor's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.
- 1.3 ALLOWANCE**
 - A.** Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional Work as required for a complete, functional project. Contractor shall provide an itemized proposal including same for all Work. Contractor's charges for overhead and profit are limited to 10% of labor, materials and equipment costs on subcontractor's work; and 15% on work of Contractor's own forces.
 - B.** Contingency Allowance shall be used for unforeseen circumstances not covered in the construction documents. All extra work under this section must be authorized by the Owner, in writing, prior to ordering materials or undertaking work.

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

2.0 OWNER'S REPRESENTATIVE

- 2.1 The Owner's Representative, authorized to act on the Owner's behalf with respect to the Project, is the Director of Real Estate Asset Management or the Director's designated representative. The Owner's liaison with the Contractor is the Owner's Representative.

3.0 GENERAL REQUIREMENTS

- 3.1 The Contractor shall deliver the Work complete within forty five (45) calendar days from the date of the written Notice to Proceed.
- 3.2 The Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, with respect to all covenants of this Agreement. Contractor shall not assign, sublet, or transfer its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.
- 3.3 This Agreement represents the entire and integrated agreement between the Owner and Contractor and supersedes all prior negotiations, understandings or agreements either written or oral. The Owner and Contractor may amend this Agreement only by written instrument signed by both parties.
- 3.4 All covenants, agreements, and stipulations of this Agreement (except warranties) shall remain in full force until completion of the Project or for a period of two (2) years from the date of this Agreement, whichever occurs first. By mutual agreement, the Owner and the Contractor may extend the Agreement time.

3.5 LIQUIDATED DAMAGES

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

3.6. INSURANCE

For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall be endorsed to name the City of Mobile as an additional insured***, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Workers' Compensation/Employer's Liability:

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama
2. Employer's Liability with limits of not less than:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

B. Comprehensive General Liability Insurance

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.
2. Limit of Liability:
 - a. Bodily Injury

\$1,000,000 each person
\$1,000,000 each occurrence
 - b. Property Damage

\$1,000,000 each occurrence; or

 - c. Bodily Injury and Property Damage

\$1,000,000 combined single limit

 - d. Damage to Rented Premises

\$1,000,000 each occurrence

3. General Aggregate Limit shall apply on a "Per Project" Basis.

C. Automobile Liability Insurance:

1. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

D. Excess/Umbrella Liability Insurance

1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
2. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

E. 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.

1. 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.
2. 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.

3. 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 3% of insured value.
4. 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. There shall be no limits on the number of occurrences.

Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

Notice of Cancellation - Certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

Certificates of Insurance - General - Within ten (10) calendar days from date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

- 3.7 In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of an attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.
- 3.8 **INDEMNIFICATION:** The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not

currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

- 3.9 This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.
- 3.10 Contractor shall obtain, at his own expense, all necessary licenses, inspections, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City of Mobile department permits, when required, shall be obtained by the Contractor at no cost.
- 3.11 Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.
- 3.12 **BEST MANAGEMENT PRACTICES (BMPs):** The Contractor shall be responsible for providing, implementing, and maintaining BMPs for sediment and erosion control, and all other applicable regulations, in full compliance with Local, State, and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act, the Alabama Water Pollution Control Act, the current version of the Alabama Handbook for Erosion Control, Sediment Control and Storm Water Management on Construction Sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm Water Management and Flood Control. All waste water with oils, grease, etc., shall be properly contained and disposed of.
- 3.13 **METHOD of PAYMENT:** Contractor shall provide one notarized original signature copies of invoices to the Architectural Engineering Department on a monthly basis and/or upon successful completion of service. Contractor invoices shall be provided on AIA Document G702 and AIA Document G703. Final payment shall not be processed until all required Close-out Documents are submitted to and approved by the Owner.
- 3.14 **TERMINATION OF CONTRACT:** The City retains the right to terminate the contract at its discretion, which shall be effective upon giving notice to the Contractor. Upon termination, the City shall only pay for those services satisfactorily rendered in the sole discretion of the City. The contractor may terminate the contract upon thirty (30) days written notice. Notice to the City shall be addressed to the Director Of Real Estate Asset Management. The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract.
- 3.15 All notices of cancellation, requests, demands or other communications to Owner shall be in writing duly delivered to the following address for the City:

City of Mobile
Architectural Engineering Department
AGREEMENT BETWEEN OWNER AND CONTRACTOR

Page 5 | 9

205 Government St
5th Floor, South Tower
PO Box 1827
Mobile, AL 36633

Copy to: City Attorney
City of Mobile Legal Department
Post Office Box 1827
Mobile, AL 36633-1827

To Contractor: A AND D REMODELING, LLC
ADDRESS: 11130 ORA LANE
MOBILE AL 36608

- 3.16 **LABOR AND MATERIAL PAYMENT BOND and PERFORMANCE BOND**
Shall each be for one hundred percent (100%) of the Contract Price if the Contract Price is greater than \$50,000.00.

1. Cost of the bonds shall be included in the bid.
2. Bond shall be submitted with the executed agreement on provided form(s).
3. Power of Attorney is required for both bonds.
4. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
5. A Surety licensed to do business in the State of Alabama must execute the bonds.

3.17 **RETAINAGE**

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

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

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

3.18 **PROOF OF ADVERTISEMENT OF COMPLETION**

- (a) Contractor shall provide proof of publication of Notice of Completion in a locally published newspaper of general circulation, in accordance with Title 39, Section 39-1-1 of the Code of Alabama. For final Contract Sums less than Fifty Thousand and 00/100 Dollars (\$50,000.00), the Contractor shall also provide, at the same time notice is sent to the newspaper, an electronic or hard copy of notice verbiage on Contractor letterhead to the City of Mobile for public posting for one week. This Notice of Completion shall not begin until the project has been accepted by the City of Mobile.

- (b) Notice of Completion advertisement shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that COMPANY NAME has completed the contract for **Fire Station No. 7, (Seelhorst) - Shower Renovations, FD-034-25, In Mobile, Alabama 36619.** in Mobile, Alabama. All persons having any claim for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, AL 36633-1827.

3.19 CONTRACTOR WARRANTY and CERTIFICATION

- A. Upon completion of the contract the Contractor shall certify under oath that all bills have been paid in full.
- B. In addition to manufacturer warranties required by the Bid Documents, Contractor shall provide a one (1) year Labor and Materials Warranty on company letterhead at completion of the Contract.

4.0 CONTRACT DOCUMENTS

- A. The contract documents consist of this Agreement, the Request for Quotes documents, Addenda issued prior to the execution of the Contract, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are fully a part of the Contract as if attached to this Agreement or repeated herein. The contract documents are intended to agree, and if clarification of a conflict has not been made via Addendum, then the most restrictive or costly interpretation by the Director of Real Estate Asset Management will apply.
- B. An enumeration of the Contract Documents, other than a Modification, appears below:
 - 1. This Instrument (Agreement).
 - 2. Request for Quotes documents, dated April 9, 2025, as prepared by the City of Mobile Architectural Engineering Department.
 - 3. Addendum No. 1, dated April 15, 2025 (if applicable)
 - 4. E-Verify Documentation;
 - 5. DBE Waiver
 - 6. Certificate of Insurance with endorsements.
 - 7. Performance Bond & Labor and Material Payment Bond.

5.0 DISPUTE RESOLUTION

Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.

6.0 FORCE MAJEURE

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

7.0 NONDISCRIMINATION

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

B. Contractor shall abide by provisions of Mobile Ordinance No. 02-050 which prohibits discrimination in employment by Contractors and Subcontractors performing work for the City of Mobile.

8.0 NON-ASSIGNMENT

Neither this Agreement nor any rights under this Agreement may be assigned, by any party, without the prior written consent of the other party.

9.0 SEVERABILITY CLAUSE

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

10.0 IMMIGRATION LAWS

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

11.0 Public Contracts with Entities in Certain Boycott Activities

By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

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 full authority and the Contractor by such duly authorized officers or individuals as may be required by law.

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

OWNER: City of Mobile

Legal Name of Party to Contract:
CONTRACTOR: A and D Remodeling, LLC.

Signature

William S. Stimpson, Mayor
Printed Name and Title


By Signature

Troy D. Baxter, Partner
Printed Name and Title
(Corporate Seal if applicable)

ATTEST: City of Mobile

City Clerk

Contractor:

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Troy D. Baxter as Partner of A and D Remodeling, LLC. 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 14th day of May, 2025.


NOTARY PUBLIC

My Commission Expires: 2/4/26

TANYA SKELTON
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES FEB. 04, 2026

EXHIBIT A
SCOPE OF WORK

FIRE STATION No. 7 (Seelhorst)

5525 Commerce Blvd S

Mobile, AL 36619

FD-034-25

Scope of Work:

The project includes the furnishing of all labor, materials, tools, and equipment necessary for a complete bathroom renovation as outlined in this RFQ document and attached drawing. The scope of work for the renovation of three restrooms at Fire Station 7 includes the following tasks:

- Replace three shower areas and install cultured marble wall & pan (with integral curb) system.
- Installation of new mixing valves, shower heads, and drains.
- Check for leaks (plumbing and roof).
- Test the performance of the exhaust fan and light fixtures.
- Replace ceiling light fixtures, wall light fixture in men's restroom and AC diffuser and return.
- Replace suspended ceiling system.
- Apply a fresh coat of paint to the walls, door frame, door (stain), ceiling speaker grill and cabinet doors (adjust cabinet doors).
- Deep cleaning the restroom floors.



City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# FD-034-25 Current Date 03 / 26 / 25

Project Description Fire Station #7 (Seelhorst) - Shower Renovations

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.

The project includes furnishing all labor, materials, tools, and equipment necessary to:

Replace the men's and women's showers

Apply a fresh coat of paint to walls and doors

Replace damaged light fixtures and ceiling

Carleen Stout-Clark

Requested By (Department Director)

Carleen Stout-Clark

Carleen Stout-Clark (Mar 27, 2025 10:39 CDT)

(Signature)

(Title)

03/27/2025

(Date)

Telephone Number

Email Address

Archnique Kidd

Reviewed By (Office of Supplier Diversity)

Archnique Kidd

(Signature)

Small Business Development Manager

(Title)

03/27/2025

(Date)

Approved By (CAO)

FD-034-25 Waiver of DBE Goals Form

Final Audit Report

2025-03-27

Created:	2025-03-27
By:	Emma Dean (emma.dean@cityofmobile.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAotp-jmS6r8NTGPVLoZ78BNqmmXFqoiC

"FD-034-25 Waiver of DBE Goals Form" History

-  Document created by Emma Dean (emma.dean@cityofmobile.org)
2025-03-27 - 12:07:09 PM GMT- IP address: 76.8.254.3
-  Document emailed to carleen.stout@cityofmobile.org for signature
2025-03-27 - 12:13:02 PM GMT
-  Email viewed by carleen.stout@cityofmobile.org
2025-03-27 - 3:39:04 PM GMT- IP address: 104.47.64.254
-  Signer carleen.stout@cityofmobile.org entered name at signing as Carleen Stout-Clark
2025-03-27 - 3:39:36 PM GMT- IP address: 76.8.254.3
-  Document e-signed by Carleen Stout-Clark (carleen.stout@cityofmobile.org)
Signature Date: 2025-03-27 - 3:39:38 PM GMT - Time Source: server- IP address: 76.8.254.3
-  Document emailed to Archnique Kidd (archnique.kidd@cityofmobile.org) for signature
2025-03-27 - 3:39:40 PM GMT
-  Email viewed by Archnique Kidd (archnique.kidd@cityofmobile.org)
2025-03-27 - 3:44:55 PM GMT- IP address: 76.8.254.3
-  Document e-signed by Archnique Kidd (archnique.kidd@cityofmobile.org)
Signature Date: 2025-03-27 - 3:46:11 PM GMT - Time Source: server- IP address: 76.8.254.3
-  Agreement completed.
2025-03-27 - 3:46:11 PM GMT

EXHIBIT 3



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.

Via email: Archnique.kidd@cityofmobile.org

251.208.7967

205 Government Street, 5th Floor

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

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

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

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

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

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

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



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan (Cont'd)

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

Please Print Company Arnd D Remodeling Your Bid/Proposal Amount \$ 34,884.00

Date:

/ / Description Bathrooms Fire Station #7

Name of Bidder/Proposer: Troy D Braxler

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
Winn Supply		Plumbing Fixtures				
SLP Plumbing		Plumbing For Showers	\$6,976.00	20%		
Andrews Electric		Install new lights	\$1,744.20	5%		
City Electric		Furnish lights	\$700	2%		
Port City Marble		Install Marble Showers	\$9,418.48	27%		



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: A and D Remodeling
Contact Person: Troy Baxter Phone 251-346-5195 Email adremodeling10@gmail.com

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

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



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

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

CONTRACT RECORDS:

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

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

Section 2(B)

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

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

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

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



Alabama Secretary of State



A and D Remodeling LLC	
Entity ID Number	000-529-878
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Jefferson County
Formation Date	09/17/2018
Registered Agent Name	USCA INC
Registered Office Street Address	100 OXMOOR ROAD SUITE 110 BIRMINGHAM, AL 35209
Registered Office Mailing Address	100 OXMOOR ROAD SUITE 110 BIRMINGHAM, AL 35209
Nature of Business	
Organizers	
Organizer Name	LEGALZOOM.COM INC
Organizer Street Address	9900 SPECTRUM DRIVE AUSTIN, TX 78717
Organizer Mailing Address	9900 SPECTRUM DRIVE AUSTIN, TX 78717
Annual Reports	
Report Year	2019 2020 2021 2022 2023
Transactions	
Transaction Date	09/20/2018
Miscellaneous Filing Entry	New Entity Effective 09-17-2018 11:01
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	09/20/2018 Certificate of Formation 5 pgs.

[Browse Results](#)[New Search](#)



Company ID Number: 2333675

Approved by:

Employer A and D Remodeling LLC	
Name (Please Type or Print) TROY D BAXTER	Title
Signature Electronically Signed	Date 12/05/2023
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 12/05/2023



Company ID Number: 2333675

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	A and D Remodeling LLC
Company Facility Address	11130 ORA LN MOBILE, AL 36608
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	831976182
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/19/2025

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

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

PRODUCER The Darling Agency, Inc. 3812 Cottage Hill Road Mobile, AL 36609-6510		CONTACT NAME: Greg Darling		
		PHONE (A/C, No, Ext): 251-661-3098	FAX (A/C, No): 251-665-9243	
		E-MAIL ADDRESS: greg@thedarlingagency.com		
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Scottsdale Insurance Company		41297
		INSURER B : Evanston Insurance Company / Sheffield Fund		35378
		INSURER C : Integon National Insurance Company		29742
		INSURER D :		
		INSURER E :		
		INSURER F :		
INSURED A and D Remodeling, LLC 11130 Ora LN Mobile AL 36608				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒	COMMERCIAL GENERAL LIABILITY	X	X	RBS0331259	02/01/2025	02/01/2026	EACH OCCURRENCE	\$ 1,000,000
		☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	☒	Contractual Liability						MED EXP (Any one person)	\$ 5,000
		CG 00 01 04 13						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000
	☐	POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		OTHER:							\$
C	☒	AUTOMOBILE LIABILITY	X	X	2004618210 - 08	02/01/2025	02/01/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☒	ANY AUTO						BODILY INJURY (Per person)	\$
	☐	OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	☐	HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	☐	SCHEDULED AUTOS NON-OWNED AUTOS ONLY							\$
A	☒	UMBRELLA LIAB	X	X	XLS1228792	02/01/2025	02/01/2026	EACH OCCURRENCE	\$ 2,000,000
		EXCESS LIAB						AGGREGATE	\$ 2,000,000
		DED ☐ RETENTION \$ ☐							\$
B	☒	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	600-2025-37706-00	01/01/2025	12/31/2025	☒ PER STATUTE ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

Project Name: Fire Station #7 (Seelhorst) Shower Renovations. FD-034-25

City Of Mobile is included as an Additional Insured with respect to the General Liability, Automobile Liability, and Excess 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 City Of Mobile with respect to General Liability, Automobile Liability, Excess Liability, and Workers Compensation and Employers Liability. 30 Day Notice of Cancellation, non renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER

CANCELLATION

City Of Mobile PO Box 1827 Mobile, AL 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



CAPITAL CONTRACT SUMMARY SHEET

C#5404



AGENDA ITEM SUMMARY SHEET

Agenda of: June 17, 2025

Submitted by:

John Forrester, City Engineer

Sponsored by:

William Carroll, Councilmember

William Stimpson, Mayor

Purpose and Scope of Project:

Approve contract with Asphalt Services, Inc. for resurfacing, striping and concrete ADA ramps.

Amount of Contract:

\$3,379,238.77

Funding Source

C1026

ATTACHMENTS:

1. 2025-3005-19 Downtown Street Optimization Resurfacing and Striping (Asphalt Services, Inc.) contract

REVIEWERS:

Jessica White

John Forrester

Brenda Rhodes

Cherlina Monteiro

James Barber

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Downtown Street Optimization (Resurfacing and Striping) (D2);
COM Project# 2025-3005-19

PROJECT #: C1026 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Resurfacing and Striping

CONTRACT AMOUNT: \$3,379,238.77

VENDOR NAME: Asphalt Services, Inc.

VENDOR NUMBER: 275656

DEPT #: 3005 DEPT NAME: Engineer

CONTRACT ADMINISTRATOR: John Forrester

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Jessica White Date 6/11/2025

RESOLUTION AWARDING BID

Sponsored by: Mayor William S. Stimpson
Councilman William Carroll

WHEREAS, bids for resurfacing and striping for district 2 were received and opened on April 23, 2025.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from Asphalt Services, Inc., contract in the amount of \$3,379,238.77.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by Asphalt Services, Inc.

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

Name of Company: Asphalt Services, Inc.

Project Name: Downtown Street Optimization (Resurfacing and Striping) (D2)

Project Number: 2025-3005-19

Amount: \$3,379,238.77

Adopted:

City Clerk



**DOWNTOWN STREET
OPTIMIZATION
(RESURFACING AND STRIPING)**

PROJECT No. 2025-3005-19

BID DATE — APRIL 23, 2025

04-04-2025



ADDENDUM NO. 1



PROJECT NO: 2025-3005-19
PROJECT DESCRIPTION: DOWNTOWN STREET OPTIMIZATION – RESURFACING AND STRIPING
PROJECT OWNER: CITY OF MOBILE – ENGINEERING DEPARTMENT
OWNER REP / ENGINEER: VOLKERT INC. / JORDAN STRINGFELLOW, P.E.
DATE OF ISSUE: April 21, 2025
RECIPIENT: Meeting Attendees and Plan Holders

ADDENDUM NO. 1

The information included in Addendum No. 1 and attachments hereto shall be considered in preparation of the proposal for the above referenced project and shall be made part of the Contract Documents and Specifications of the above referenced project.

A SIGNED COPY OF THIS ADDENDUM MUST ACCOMPANY THE BID. CONTRACTOR SHALL ACKNOWLEDGE RECEIPT OF ADDENDUM NO. 1 BY EMAILING THE SIGNED COPY TO JORDAN STRINGFELLOW (JORDAN.STRINGFELLOW@VOLKERT.COM) AND TAMMY LAMBETH (TAMMY.LAMBETH@CITYOFMOBILE.ORG) BY 5:00 P.M., TUESDAY, APRIL 22, 2025; ATTACH THE ADDENDUM TO THE INSIDE OF FRONT COVER OF THE BID DOCUMENT. FAILURE TO ACKNOWLEDGE THIS ADDENDUM MAY RESULT IN NON-RESPONSIVE PROPOSAL.

PROPOSAL MODIFICATIONS, ITEMS OF CLARIFICATION, RESPONSES

QUESTIONS

1. Will an ALDOT concrete mix be required or will an approved 3000 psi mix be accepted?

ANSWER: The contract is under the jurisdiction of the 2022 Alabama Department of Transportation Standard Specifications for Highway Construction, therefore, an ALDOT approved concrete mix design will be required.

2. Project note #14 states that truncated domes are subsidiary to the sidewalk. Please clarify.

ANSWER: Project note #14 has been revised. The truncated domes shall be paid under pay item 618C-001 Detectable Warning Surface.

ADDENDUM NO. 1



3. The note at the bottom of the summary of quantities sheet states that removal of existing sidewalk and curb for the curb ramps is subsidiary item to the curb ramp. Please clarify.

ANSWER: The note on plan sheet #3 has been removed. Removal of sidewalk and curb as necessary to install the required curb ramps shall be measured and paid separately from the installation of the curb ramps.

4. Could a pay item for 6" sidewalk at driveways be added?

ANSWER: Yes, pay item 618A-001 Concrete Sidewalk, 6" thick has been added to the summary of quantities.

5. Please specify if the granite curb is to be required.

ANSWER: The pay item for granite curb has been removed from the project.

6. Can the contract days be changed from calendar to working days?

ANSWER: Yes, the contract time has been revised to 150 working days.

7. Can the DBE goal be lowered?

ANSWER: The DBE goal will remain at 15%.

8. **GENERAL COMMENT:** Please note blue raised pavement markers shall be placed on the roadway at locations of existing fire hydrants. Project note #25 has been added to the plans to clarify this requirement.

9. **GENERAL COMMENT:** Please note that yellow/yellow pavement markers shall be placed on Royal Street at 80' on center. Project note #26 has been added to clarify this requirement. Pay Item number 705A-037 has been added to the summary of quantities.

10. **GENERAL COMMENT:** Please note that the city supplemental specification states that there will be no direct payment for tack coat. The cost shall be absorbed in other items of work. Pay Item 405A-000 Tack Coat has been removed from the summary of quantities. Project note #27 has been added to clarify this requirement.

11. **GENERAL COMMENT:** Please note that the project is no longer broken into two projects. There will be one summary of quantities and one set of quantities in the

ADDENDUM NO. 1



proposal section of the contract documents. Both the summary of quantities sheet in the plans and the bid proposal forms have been revised.

12. **GENERAL COMMENT:** All work related to parking meters have been removed from the project. Please disregard any notes or callouts in the plans regarding parking meters.
13. **GENERAL COMMENT:** Please review the revised sequence of construction plan on sheet 290 of the issued for bid plans. Pay item numbers 701H000 and 703C001 for removal of existing traffic striping and markings were added to the summary of quantities.
14. **GENERAL COMMENT:** Please note that there are a few locations where proposed ADA ramps may be in conflict with existing fire hydrants, valves, or meters. Pay Item numbers 641E500 Fire Hydrant Reset, 641R515 1 Inch Water Meter and Box Reset, and 641S500 Valve Box Reset have been added to the summary of quantities. Please note that project note #28 was added to plan sheet #2N regarding coordination with MAWSS.
15. Can the excel spreadsheet with the contract quantities be shared?

ANSWER: Yes, the spreadsheet is attached with this addendum. Volkert is not responsible for any arithmetic errors or other irregularities caused by use of the excel spreadsheet. Contractors may use the spreadsheet at their own risk.
16. Can the pay item 665Z-000 Erosion Control Scheme be removed and replaced with 665Q002 Wattle?

ANSWER: Yes, the pay item for erosion control scheme has been removed and replaced with 665Q002 Wattle. Project note #25 has been removed from the project notes sheet.
17. Can a detail for the Type E inlets be provided?

ANSWER: The Type E inlet special detail has been added to plan sheet number 2L. See plan sheet in Appendix A of this addendum.
18. **GENERAL COMMENT:** Please note that the quantity for pay item number 742A001 Portable Changeable Message Sign, Type 2 was revised to four (4) each.
19. **GENERAL COMMENT:** Please note that the quantity for pay item number 701G-265 Solid Yellow, Class 2, Type A Traffic Stripe (5" Wide) has been increased to accommodate for striping of Bayou and Scott St from Dauphin Street to Congress Street. A note was added to plan sheets 44 and 74 for clarification of this requirement.

ADDENDUM NO. 1



20. **GENERAL COMMENT:** Please note that Item III Proposal of the contract documents have been revised. Please see Appendix B for the revised proposal form. The attached revised Item III Proposal sheets shall fully replace the previous Item III sheets in the contract documents.
21. **GENERAL COMMENT:** Please note that the Accounting of Sales Tax Form in Attachment G of the sales tax form has been revised. Please see Appendix C for the revised form. The attached revised form shall fully replace the previous version in the contract documents.
22. Can the Asphalt index be adjusted on this project?
- ANSWER:** No, per Item VIII of the contract documents, there shall be no adjustments to the asphalt index.
23. **GENERAL COMMENT:** Please note that a copy of the mandatory pre-bid sign in sheet and meeting minutes have been attached in Appendix D of this addendum.
24. **GENERAL COMMENT:** Please note that questions will be received until 10 A.M. tomorrow morning, 4/22/2025. If there are questions, an addendum will be issued promptly.

Please call with any questions.

Issued By: _____

Jordan Stringfellow, P.E.
Assistant Vice President

:/lrm



BIDDER: _____

BY: _____

DATE: _____

[Signature]
4/22/2025
GREG SMITH

CONTRACTOR SHALL ACKNOWLEDGE RECEIPT OF ADDENDUM NO. 1 BY EMAILING THE SIGNED COPY TO JORDAN STRINGFELLOW (JORDAN.STRINGFELLOW@VOLKERT.COM) AND TAMMY LAMBETH (TAMMY.LAMBETH@CITYOFMOBILE.ORG) BY 5:00 P.M., TUESDAY, APRIL 22, 2025.

ADDENDUM NO. 2



PROJECT NO: 2025-3005-19
PROJECT DESCRIPTION: DOWNTOWN STREET OPTIMIZATION – RESURFACING AND STRIPING
PROJECT OWNER: CITY OF MOBILE – ENGINEERING DEPARTMENT
OWNER REP / ENGINEER: VOLKERT INC. / JORDAN STRINGFELLOW, P.E.
DATE OF ISSUE: April 22, 2025
RECIPIENT: Meeting Attendees and Plan Holders

ADDENDUM NO. 2

The information included in Addendum No. 2 and attachments hereto shall be considered in preparation of the proposal for the above referenced project and shall be made part of the Contract Documents and Specifications of the above referenced project.

A SIGNED COPY OF THIS ADDENDUM MUST ACCOMPANY THE BID. CONTRACTOR SHALL ACKNOWLEDGE RECEIPT OF ADDENDUM NO. 2 BY EMAILING THE SIGNED COPY TO JORDAN STRINGFELLOW (JORDAN.STRINGFELLOW@VOLKERT.COM) AND TAMMY LAMBETH (TAMMY.LAMBETH@CITYOFMOBILE.ORG) BY 5:00 P.M., TUESDAY, APRIL 22, 2025; ATTACH THE ADDENDUM TO THE INSIDE OF FRONT COVER OF THE BID DOCUMENT. FAILURE TO ACKNOWLEDGE THIS ADDENDUM MAY RESULT IN NON-RESPONSIVE PROPOSAL.

PROPOSAL MODIFICATIONS, ITEMS OF CLARIFICATION, RESPONSES

QUESTIONS

1. Will the fire hydrant relocation include adding a new tap or just adding an offset the existing line?

ANSWER: The fire hydrant relocations will have to be evaluated on a case by case basis. Ideally, new taps would be avoided and an offset would just be added to the existing line. However, the field conditions will have to be evaluated at each conflict location to determine how to best relocate the hydrant.

ADDENDUM NO. 2



2. Can a pay item for blue pavement markers be added?

ANSWER: Yes, a pay item specific to blue pavement markers has been added. Please see revised summary of quantities sheet and project notes sheet in Appendix A and revised proposal sheet in Appendix B. Please ensure that the most up to date spreadsheet is utilized for bidding purposes. As mentioned in Addendum 1, neither the City of Mobile nor Volkert is responsible for any arithmetic errors or other irregularities caused by the use of the excel spreadsheet. Contractors may use the spreadsheet at their own risk.

3. Can Phase 2 of the sequence of construction be revised to convert the streets the final configuration prior to mill and pave operation?

ANSWER: The sequence of construction has been provided as a recommendation for bidding purposes. However, the contractor shall submit a paving sequence and traffic control plan prior to commencement of construction. The contractor's sequencing plan can differ from the recommendations in the construction plans. There are pay items included to cover items of work that may need to occur in the contractor's submitted sequence.

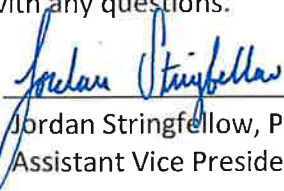
4. Can the bid date be postponed a week?

ANSWER: The bid date shall remain as planned for 4/23/2025.

5. **General Comment:** Please note that the unit for pay item SP-009 Portable Project Sign was revised to "EACH".

Please call with any questions.

Issued By:


Jordan Stringfellow, P.E.
Assistant Vice President

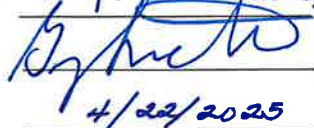
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EMAILED
4/22/2025

BIDDER:

Asphalt Services, Inc.

BY:


4/22/2025

DATE:

CONTRACTOR SHALL ACKNOWLEDGE RECEIPT OF ADDENDUM NO. 2 BY EMAILING THE SIGNED COPY TO JORDAN STRINGFELLOW (JORDAN.STRINGFELLOW@VOLKERT.COM) AND TAMMY LAMBETH (TAMMY.LAMBETH@CITYOFMOBILE.ORG) BY 5:00

A Century of Integrity in Infrastructure

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ITEM I
INVITATION TO BID

Notice to Contractors:

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, APRIL 23, 2025, and then publicly opened and read in the Atrium, 1st Floor, for constructing:

Project No: 2025-3005-19
Project: **DOWNTOWN STREET OPTIMIZATION
(RESURFACING AND STRIPING)**
Project Description: Resurfacing, Restriping, and Concrete ADA Ramps

Plans and specifications may be inspected at no charge online at www.volkert.com, by clicking the "BID INVITATIONS" link at the bottom of the page or from www.questcdn.com by inputting Quest project #9598338 on the website's project search page.

Complete digital plans and contract documents shall be purchased and obtained electronically from Volkert's website, www.volkert.com, by clicking the "BID INVITATIONS" link at the bottom of the page or from www.questcdn.com by inputting Quest project #9598338 on the website's project search page. Please contact QuestCDN customer support at (952) 233-1632 or info@questcdn.com for assistance in membership registration, downloading and working with this digital project information. A payment of \$22.00 will be required to download the plans and contract documents.

The Contractor must purchase and obtain the plans and specifications from the website listed above or obtain them from Volkert in order to submit a bid. Bids must be submitted upon the forms included within the contract documents and specifications. Bids shall include all pages included in the contract Bid Documents. Submission of the entire contract book is required.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 12:00 p.m. on April 21, 2025.

A Mandatory Pre-Bid Conference will be held at the City Engineering Department, 3rd Floor, South Tower, Room 357, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on April 16, 2025, at 10:00 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. *Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project. A single individual cannot represent more than one contracting company.*

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless all papers attached hereto are returned with the bid and the Proposal sheet attached.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond \$10,000), made payable to the CITY, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract, and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2022 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended, and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.** The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference.

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "Bid for completion of **DOWNTOWN STREET OPTIMIZATION (RESURFACING AND STRIPING)**, City of Mobile Project No. **2025-3005-19**, in the City of Mobile, Alabama".

PLEASE PUBLISH IN THE ISSUES MARCH 26TH, APRIL 2ND, AND APRIL 9TH, 2025.

ITEM II
INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:

Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. A City of Mobile Subcontracting Plan must be submitted with the bid documents.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:

The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:

Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:

The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:

Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:

Security is required to ensure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount \$10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default:

8. BONDS AND INSURANCE:

The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:

Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside "Bid for completion of **DOWNTOWN STREET OPTIMIZATION (RESURFACING AND STRIPING)**, City of Mobile Project No. **2025-3005-19**, in the City of Mobile, Alabama".

10. TIME FOR RECEIVING BIDS:

Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. BIDDERS PRESENT:

At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

13. AWARD OR REJECTION OF BIDS:

The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference. Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) **Major Classification** or a Highways & Streets (HS) **Major Classification** per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

15. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

- a. Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
- c. Contractor default under previous contracts with the owner.
- d. Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
- e. Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
- f. Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the Engineer and request clarification, in writing, with a copy of his request to the City.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Engineer will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

18. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

19. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) **Limitations:** The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) **Subcontractor's Status:** A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The City Engineer may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

(a) **Notice of Intent:** The Contractor shall give the City Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall give the City Engineer at least forty-eight (48) hours notice in writing before resuming operations.

(b) **General:** The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City Engineer. The Contractor shall provide sufficient material, labor, and equipment to ensure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the City Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the City Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

Appendix B

Revised Item III Proposal

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date April 23, 2025

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications and the drawings, as prepared by Volkert, Inc., as well as the premises

**Project Name: DOWNTOWN STREET OPTIMIZATION
(RESURFACING AND STRIPING)**

Project No: 2025-3005-19

Project Description: Resurfacing, Restriping, and Concrete ADA Ramps

The Bidder further agrees to construct the improvements in **150 working days**.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to City of Mobile, Engineering Department, P.O. Box 1827, Mobile, Alabama 36633. In order to receive consideration, the request must be received before 12:00 p.m. on April 21, 2025. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

ADDENDUM #2
Project No. 2025-3005-19
DOWNTOWN STREET OPTIMIZATION - RESURFACING AND STRIPING

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
206C000	1346	SQUARE YARD	REMOVING CONCRETE SIDEWALK	Twelve Dollars and No Cents	\$12.00	\$16,152.00
206C010	400	SQUARE YARD	REMOVING CONCRETE DRIVEWAY	Fifteen Dollars and No Cents	\$15.00	\$6,000.00
206D002	400	LINEAR FOOT	REMOVING CURB	Twelve Dollars and No Cents	\$12.00	\$4,800.00
206D003	400	LINEAR FOOT	REMOVING CURB AND GUTTER	Twelve Dollars and No Cents	\$12.00	\$4,800.00
206E001	10	EACH	REMOVING INLETS	Four Hundred Fifty Dollars and No Cents	\$450.00	\$4,500.00
210A000	30	CUBIC YARD	UNCLASSIFIED EXCAVATION	Twenty Five Dollars and No Cents	\$25.00	\$750.00
210D020	30	CUBIC YARD	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT)(A2 OR BETTER)	Thirty Dollars and No Cents	\$30.00	\$900.00
214A000	20	CUBIC YARD	STRUCTURE EXCAVATION	Thirty Dollars and No Cents	\$30.00	\$600.00
214B001	20	CUBIC YARD	FOUNDATION BACKFILL, COMMERCIAL	Eighty Five Dollars and No Cents	\$85.00	\$1,700.00
301A012	500	SQUARE YARD	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 6" COMPACTED THICKNESS	Twenty Six Dollars and No Cents	\$26.00	\$13,000.00
408A052	126925	SQUARE YARD	PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" THRU 2.0" THICK)	No Dollars and Fifty Cents	\$0.50	\$63,462.50

ADDENDUM #2
Project No. 2025-3005-19
DOWNTOWN STREET OPTIMIZATION - RESURFACING AND STRIPING

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
424A360	10471	TON	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	One Hundred Eighteen Dollars and No Cents	\$118.00	\$1,235,578.00
424A363	1050	TON	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, PATCHING, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	One Hundred Twenty Dollars and No Cents	\$120.00	\$126,000.00
424A366	1050	TON	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, LEVELING, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	One Hundred Fifteen Dollars and No Cents	\$115.00	\$120,750.00
600A000	1	LUMP SUM	MOBILIZATION	Ninety One Thousand One Hundred Eighty Eight Dollars and No Cents	\$91,188.00	\$91,188.00
618A000	400	SQUARE YARD	CONCRETE SIDEWALK, 4" THICK	Sixty Dollars and Eighty Cents	\$60.80	\$24,320.00
618A001	400	SQUARE YARD	CONCRETE SIDEWALK, 6" THICK	Eighty Eight Dollars and Ten Cents	\$88.10	\$35,240.00
618B003	429	SQUARE YARD	CONCRETE DRIVEWAY, 6" THICK (INCLUDES WIRE MESH)	Eighty Nine Dollars and Twenty Five Cents	\$89.25	\$38,288.25
618C001	3070	SQUARE FOOT	DETECTABLE WARNING SURFACE	Thirty Eight Dollars and No Cents	\$38.00	\$116,660.00
618D000	1228	SQUARE YARD	CURB RAMP	Eighty Five Dollars and Seventy Cents	\$85.70	\$105,239.60
620A000	10	CUBIC YARD	MINOR STRUCTURE CONCRETE	Six Hundred Twenty Five Dollars and No Cents	\$625.00	\$6,250.00
621C008	10	EACH	INLETS, TYPE E	Four Thousand Five Hundred Dollars and No Cents	\$4,500.00	\$45,000.00

ADDENDUM #2
Project No. 2025-3005-19
DOWNTOWN STREET OPTIMIZATION - RESURFACING AND STRIPING

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
621C015	10	EACH	INLETS, TYPE S1 OR S3 (1 WING)	Three Thousand Two Hundred Dollars and No Cents	\$3,200.00	\$32,000.00
623B000	400	LINEAR FOOT	CONCRETE CURB, TYPE N	Thirty Dollars and No Cents	\$30.00	\$12,000.00
623C000	400	LINEAR FOOT	COMBINATION CURB & GUTTER, TYPE C	Thirty Four Dollars and No Cents	\$34.00	\$13,600.00
641E500	17	EACH	FIRE HYDRANT RESET	Three Thousand Two Hundred Dollars and No Cents	\$3,200.00	\$54,400.00
641R515	3	EACH	1 INCH WATER METER AND BOX RESET	Six Hundred Dollars and No Cents	\$600.00	\$1,800.00
641S500	3	EACH	VALVE BOX RESET	Four Hundred Dollars and No Cents	\$400.00	\$1,200.00
650A000	30	CUBIC YARD	TOPSOIL	Forty Dollars and No Cents	\$40.00	\$1,200.00
654A000	200	SQUARE YARD	SOLID SODDING (MATCH EXISTING)	Seven Dollars and No Cents	\$7.00	\$1,400.00
665E000	500	SQUARE YARD	POLYETHYLENE	No Dollars and Fifty Cents	\$0.50	\$250.00
665Q002	5496	LINEAR FOOT	WATTLE	Eight Dollars and No Cents	\$8.00	\$43,968.00
701B205	3651	LINEAR FOOT	DOTTED, CLASS 2, TYPE A, TRAFFIC STRIPE	One Dollar and Twenty Five Cents	\$1.25	\$4,563.75

ADDENDUM #2
Project No. 2025-3005-19
DOWNTOWN STREET OPTIMIZATION - RESURFACING AND STRIPING
ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
701E000	69093	LINEAR FOOT	SOLID TEMPORARY TRAFFIC STRIPE	No Dollars and Thirty Cents	\$0.30	\$20,727.90
701G253	24272	LINEAR FOOT	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	One Dollar and Thirty Four Cents	\$1.34	\$32,524.48
701G265	44821	LINEAR FOOT	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	One Dollar and Thirty Four Cents	\$1.34	\$60,060.14
701H000	1500	LINEAR FOOT	SOLID TRAFFIC STRIPE REMOVED (PAINT)	One Dollar and Ten Cents	\$1.10	\$1,650.00
703A002	42611	SQUARE FOOT	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	Six Dollars and Forty Five Cents	\$6.45	\$274,840.95
703C001	2520	SQUARE FOOT	REMOVAL OF EXISTING TRAFFIC CONTROL MARKINGS OR LEGENDS (PLASTIC)	Two Dollars and Twenty Five Cents	\$2.25	\$5,670.00
703D001	42611	SQUARE FOOT	TEMPORARY TRAFFIC CONTROL MARKINGS	Two Dollars and Twenty Cents	\$2.20	\$93,744.20
705A037	230	EACH	PAVEMENT MARKERS, CLASS A-H, TYPE 2-D	Six Dollars and Twenty Five Cents	\$6.25	\$1,437.50
705A040	180	EACH	PAVEMENT MARKERS, CLASS A-H, BLUE PAVEMENT MARKERS FOR HYDRANT LOCATIONS	Ten Dollars and Seventy Five Cents	\$10.75	\$1,935.00
710A160	629	SQUARE FOOT	CLASS 10, ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE XI BACKGROUND)	Fifty One Dollars and Twenty Five Cents	\$51.25	\$32,236.25
710A170	95	SQUARE FOOT	CLASS 4, ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE IV BACKGROUND)	Forty Two Dollars and Forty Five Cents	\$42.45	\$4,032.75

ADDENDUM #2
Project No. 2025-3005-19
DOWNTOWN STREET OPTIMIZATION - RESURFACING AND STRIPING

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
710C000	1	LUMP SUM	REMOVAL OF EXISTING ROADWAY SIGNS	Thirty Two Thousand Fifty Five Dollars and No Cents	\$32,055.00	\$32,055.00
740A000	1	LUMP SUM	TRAFFIC CONTROL SCHEME	Thirty Thousand Dollars and No Cents	\$30,000.00	\$30,000.00
742A001	4	EACH	PORTABLE CHANGEABLE MESSAGE SIGN, TYPE 2	Three Thousand Nine Hundred Seventy Five Dollars and No Cents	\$3,975.00	\$15,900.00
999X000	1	LUMP SUM	ITEMS OF SIMILAR NATURE AS DETERMINED BY THE ENGINEER (MAXIMUM ALLOWABLE BID VALUE \$10,000)	Ten Thousand Dollars and No Cents	\$10,000.00	\$10,000.00
SP-001	9466	SQUARE FOOT	GREEN TRAFFIC CONTROL MARKINGS (BIKE MARKINGS)	Seventeen Dollars and No Cents	\$17.00	\$160,922.00
SP-002	1837	LINEAR FOOT	SOLID BLUE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	Five Dollars and Fifty Cents	\$5.50	\$10,103.50
SP-003	1194	LINEAR FOOT	SOLID RED, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	Five Dollars and Fifty Cents	\$5.50	\$6,567.00
SP-004	141	EACH	TYPE B DECORATIVE SIGN POST	Two Thousand Three Hundred Ninety Two Dollars and No Cents	\$2,392.00	\$337,272.00
SP-005	8	EACH	TYPE B DECORATIVE SIGN POST (REMOVE AND RESET)	Two Thousand Two Hundred Dollars and No Cents	\$2,200.00	\$17,600.00
SP-009	2	EACH	PORTABLE PROJECT SIGN	One Thousand Two Hundred Dollars and No Cents	\$1,200.00	\$2,400.00

ADDENDUM #2
Project No. 2025-3005-19
DOWNTOWN STREET OPTIMIZATION - RESURFACING AND STRIPING

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
			TOTAL BID	Three Million Three Hundred Seventy Nine Thousand Two Hundred Thirty Eight Dollars and Seventy Seven Cents		\$3,379,238.77

ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK

COMPANY ASPHALT SERVICES, INC.
SIGNATURE [Signature]
DATE 4/23/2025



Base Bid

Grand Total \$ 3,379,238.77

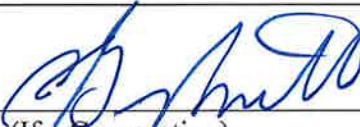
Grand Total Written in words Three Million, Three Hundred Seventy Nine Thousand,
Two Hundred Thirty Eight Dollars and Seventy Seven Cents

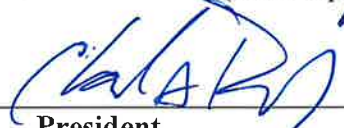
Number of working days to complete 150

Signature of Bidder *****
(If a firm or individual)

Address of Bidder 11045 Old Highway 31 Spanish Fort, Al. 36527

By ASPHALT SERVICES, INC.

Signature of Bidder  (Greg Smith, Senior Proj. Mgr.)
(If a Corporation)

By 
President
Charles A. Renfroe
Print

Business Address 11045 Old Highway 31
Spanish Fort, Al. 36527

Business Address _____

Business Address _____

Secretary
N/A
Print

Treasurer
N/A
Print

(Corporate Seal)

Name of State under the Laws of which
the Corporation was chartered: ALABAMA

ATTEST: 
Secretary (Laurie S. Willcutt, Admin. Asst.)

22479
State License Number

Corporate Seal



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Paul B Scott Jr., Renee Ellis, Milton A Kopf III, David J Durden, Joshua Price, Lydia Nations, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 11th day of August, 2024.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 11th day of August, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23rd day of April, 2025.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validated Bond Coverage, if you want to verify bond authenticity.

STATE OF ALABAMA

BID LIMIT: U
AMOUNT: UNLIMITED



LICENSE NO.: 22479
TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

ASPHALT SERVICES INC

SPANISH FORT, AL 36527

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

BC: BUILDING CONSTRUCTION, EV-S: POL DISPENSING SYSTEM, H/RR: HEAVY AND RAILROAD, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until December 31, 2025 when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

19th day of December, 2024

Michael B. Ten

SECRETARY-TREASURER

Charles A. Carter Jr.

CHAIRMAN

213814



ALABAMA DEPARTMENT OF TRANSPORTATION

1409 Coliseum Boulevard, Montgomery, Alabama 36110
Bureau of Office Engineer
Plans and Proposals Section
Telephone: 334-242-6444 FAX: 334-264-7976
www.dot.state.al.us



Kay Ivey
Governor

John R. Cooper
Transportation Director

April 11, 2024

Asphalt Services, Inc.
11045 Old Highway 31
Spanish Fort, AL 36527

CONFIDENTIAL

To Whom It May Concern:

This is to certify that the above addressee is qualified under the rules and regulations of the Alabama Department of Transportation and Section 23-1-56, Code of Alabama 1975, to submit proposals for Highway and Bridge Construction, and which bids are to be taken by the Alabama Department of Transportation, subject to the following restrictions.

Your contractor identification number is **01-071**

The permissible amount of work under contract at any one time is: **\$75,349,470**

This certificate not valid after: **4/30/2025**

This certificate limits the holder to the classification of work indicated below:

☒ Flexible Paving

☒ Grading

☒ Minor Drainage

☒ Bit. Hot Mix Structural & Surface Course

☐ **Alabama Secretary of State Certificate of Existence:** Foreign corporations will not be awarded a federal aid project without having furnished this office a Secretary of State Certificate of Existence valid for a period covering the bid award date. Foreign corporations will not be issued a bidding proposal for any project exclusive of federal funding without having provided this office with a Secretary of State Certificate of Existence valid for a period covering the bid opening date.

☐ **Alabama General Contractors License:** You will not be awarded a federal aid project without having obtained an Alabama General Contractors License that is valid for a period covering the award date. Your bid on any project exclusive of federal funding will be rejected if you do not hold a valid Alabama General Contractors License and provide evidence of such in your bid package.

☐ **Memorandum of Understanding:** MOU concerning enrollment in the E-Verify program must be on file in this office before a project can be awarded.

Sincerely,

Joe H. Lister, Jr., P.E.
State Office Engineer

Certified by:

Bryan E. Nichols
Assistant Bureau Chief

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we ASPHALT SERVICES, INC.
***** as Principal and Western Surety Company

***** as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Oblige, in the penal sum of Three Million, Three Hundred Seventy Nine Thousand, Two Hundred Thirty Eight Dollars and Seventy Seven Cents Dollars (\$ 3,379,238.77) lawful money of the United States, for the payment of which sum 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 Oblige, dated 2025 (hereinafter called the Contract) for DOWNTOWN STREET OPTIMIZATION (Resurfacing & Striping) which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, 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 addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the CONTRACTOR arising out of or in connection with the said Contract, then the above obligation 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 projection 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 CITY, in which the work provided for in said Contract is to be performed or in any CITY in which said Principal or 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 the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Mobile, Mobile County, State of Alabama, or his successor or representative, as the agent of each of them to receive and accept services 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.

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under 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 one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

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

Individual Principals sign here

In the presence of:

(SEAL)

(Print)

(SEAL)

(Print)

(SEAL)

(Print)

ASPHALT SERVICES, INC.

(Corporate Name)

BY:

(Signature)

Taylor Renfroe

(Print)

Project Manager

(Title)

ATTEST:

(Signature)

Laurie S. Willcutt

(Print)

ITS: Administrative Assistant

Western Surety Company

(Surety sign here) (Corporate name)

BY:

(Signature)

Billie Jo Sanders

(Print)

ITS: Attorney-in-Fact

(Title)

ATTEST:

(Signature)

Connie Smith

(Print)

ITS: Witness

Corporate Sea

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we ASPHALT SERVICES, INC.

(Name of Contractor)

a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Western Surety Company 151 N. Franklin Street - Chicago, IL 60606

(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of *****

Three Million, Three Hundred Seventy Nine Thousand, Two Hundred Thirty Eight Dollars and Seventy Seven Cents dollars (\$ 3,379,238.77), for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated 2025 entered into a Contract with the Owner for DOWNTOWN STREET OPTIMIZATION (RESURFACING AND STRIPING) which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

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

Individual Principals sign here

In the presence of:

_____(SEAL)
_____(Print)
_____(SEAL)
_____(Print)
_____(SEAL)
_____(Print)

ASPHALT SERVICES, INC.
(Corporate Name)

BY: _____


(Signature)

Taylor Renfro

(Print)

ITS: _____ Project Manager

(Title)

ATTEST:



(Signature)

Laurie S. Willcutt (Print)

ITS: _____ Administrative Assistant

(Title)



Western Surety Company
(Surety sign here) (Corporate name)

BY: _____


(Signature)

Billie Jo Sanders

(Print)

ITS: _____ Attorney-in-Fact

(Title)

ATTEST:



(Signature)

Connie Smith (Print)

ITS: _____ Witness

(Title)



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Paul B Scott Jr., Renee Ellis, Milton A Kopf III, David J Durden, Joshua Price, Lydia Nations, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 11th day of August, 2024.



WESTERN SURETY COMPANY

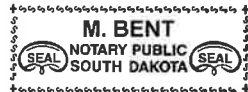
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 11th day of August, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ day of _____, 2025.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

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, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such 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, include 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, or national origin.
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 workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.
4. In the event of the CONTRACTOR's non-compliance with the non-discrimination 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. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII
INSURANCE

- A. 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.
- B. Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. 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.

2. 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 Contractor.
- 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.

3. 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.

4. 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.

5. 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).

- a. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
- b. Additional Insured - All policies of insurance, except Workers Compensation and Professional Liability Insurance, shall be endorsed to name City of Mobile as an Additional Insured.
- c. Primary Insurance - All policies of insurance, except Workers Compensation and Professional Liability Insurance, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.
- d. 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.
- e. Certificates of Insurance - General - Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

(b) Subcontractor's Status: A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Engineer, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.

3. The City Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:

- (a) Uncompleted work which, in the judgment of the City Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.
- (b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.
- (c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Subarticle 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification applies to

bidding as a prime contractor or doing any subcontract work for a prime contractor.

- (d) The Owner, reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.
- 4. The successful bidder shall make every reasonable effort to have at least fifteen (15%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form must be submitted with the bid documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.
- 5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
- 6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.
- 7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.
- 8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.
- 9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.
- 10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
- 11. **The contractor shall provide maintenance for a period of one year from final payment for all work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the City Engineering Department. This maintenance for a one year period shall be provided with no additional compensation.**

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.
13. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the State of Alabama Highway Department Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.
14. Any asphalt used on the project shall have an approved mix design and shall not contain shingles (RAS).
15. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.
16. The contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable spec sections of Items 104 and 107. There will be no compensation for this work.
17. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.
18. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

19. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).
20. The Contractor shall submit a Traffic Control Scheme for the City Traffic Engineer's approval prior to commencement of any work on this project. The scheme shall be in full compliance with all the provisions and requirements as designated in Item 740 and Article 104.04 of the Standard Specifications, the Federal MUTCD Manual, Millennium Edition, and other requirements set forth by the Traffic Engineer. There shall be no direct payment for said traffic control plan preparation or for items in Section 740. All materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job shall be considered incidental to the project Item 740 Traffic Control. The Contractor shall restore existing traffic mechanisms to original condition
21. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.
22. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).
23. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond or within the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with Federal MUTCD manual, Latest Edition and at no cost to the Owner.
24. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.
25. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project. The Contractor shall provide a one-year warranty period from the time of final payment.

26. Contractor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.**

The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

27. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.
28. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.
29. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.
30. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.**
31. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.
32. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.
33. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in

place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.

34. If provided in the Bid Schedule, mix design for Bituminous Concrete Wearing Surface, Item 429-A, shall be based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.
35. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.
36. Project Documentation: Prior to the start of construction, the **Contractor** shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.
37. Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project.
38. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.
39. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.
40. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.
41. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curbing, etc., as determined by the Engineer, shall be repaired at the Contractor's expense.
42. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area and shall coordinate with property owners regarding landscaping items to be removed. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.
43. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.

44. There shall be NO adjustment to fuel or asphalt index for this project.
45. The contractor shall be responsible for implementing and maintaining any and all necessary environmental control measures in accordance with all Local, State, and Federal laws and requirements. This includes protection from concrete surface preparations, erosion and sediment controls, as well as a result from any other construction related activities. There will be no direct payment for the materials, equipment, labor or other incidentals required to fulfill this requirement, shall be subsidiary of Item No. 600A, Mobilization.
46. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the drawings. Wattles, hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy the City and himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.
47. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.
48. All projects and construction sites 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; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

Any fines, penalties, or judgments assessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the Engineer, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.

49. The Contractor shall be required to have an 8 – 10 Ton Steel Wheel Roller that has all the mechanical parts working properly. In addition, a backup 8 – 10 Ton Steel Wheel roller in case of breakdown so as not to interrupt the continuous placing of asphalt. The tack truck shall, at all times during working hours, have the tack heated to a temperature suitable for placing. The spreader will be required to have all mechanical parts working properly. Mechanical parts are defined as hydraulics, tamper bars, burners, etc. A backup spreader shall be readily available so as not to interrupt the continuous placing of asphalt in case of breakdown.

50. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.
51. Workmen shall wear reflectorized vests, shirts or jackets.
52. The Contractor shall not commence with milling, tacking, resurfacing, or striping until all vehicles are removed from the street.
53. At intersections, driveways, and all turnouts, the City Project Inspectors and/or its Engineer shall determine the limits to mill and resurface. The Contractor shall ensure that the asphalt surface meets the elevation at the gutter so as to facilitate drainage, sidewalk ramp construction, and ADA compliance.
54. Tack coat shall be emulsified asphalt grade CRS-2, CRS-2h, CSS-1, CSS-1h, CQS-1h, or CQS-1hp, or one of the Performance Graded Asphalt Binders shown in Article 804.07 in accordance with requirements of Section 405 of the State of Alabama Highway Department Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
55. Contractor shall use a mechanical broom with blower in operating condition for cleaning streets prior to tacking and resurfacing operations.
56. On some streets, a "ski pole" will be required to insure the correct grade on the street. This will be done at the discretion of the Project Inspector.
57. All temporary stop work joints shall be made using paper. At the beginning of the next work day the contractor shall make every effort to make a joint that will conform to the existing road surface.
58. Prior to resurfacing, the water and sewer manholes and valve covers will be raised by Mobile Area Water & Sewer System. The contractor will make every reasonable effort to make sure the manholes and water valves are exposed after resurfacing is completed.
59. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.
60. All resurfaced streets shall require blue fire hydrant raised markers to be installed to help identify fire hydrant locations. Blue pavement markers are installed in the middle of the travel lane adjacent to a fire hydrant location. In cases where the fire hydrant is located at the corner of an intersecting street, a blue pavement marker is installed on both streets.
61. Reflective Hot tape or 3M-brand reflective roll tape may be allowed to be substituted for thermoplastic paint on Item 703-A. Traffic Engineering must approve any substitutions before use.
62. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month. Contractors will be required to submit a City of Mobile DBE Utilization Report with each

invoice and with final closeout documents.

63. Tack coat shall be applied prior to placement of asphalt per ALDOT Section 405. There will be no direct payment for this work. It shall be absorbed in other items of work. Only trackless tack shall be allowed on this project.
64. Gutter cleaning will be a subsidiary obligation of 429-A1 Improved Bituminous Concrete Wearing Surface.
65. All permanent striping on the final surface that is required to be removed shall be removed by hydraulic means only or as directed by the Engineer.

ITEM IX
ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this _____ day of _____, 2025, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and ASPHALT SERVICES, INC. party of the second part.

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name: DOWNTOWN STREET OPTIMIZATION
(RESURFACING AND STRIPING)

Project No: 2025-3005-19

Project Description: Resurfacing, Restriping, and Concrete ADA Ramps

City of Mobile Project Number **2025-3005-19**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total \$ 3,379,238.77) in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:

(2) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

(4) 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 Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, these Articles of Agreement, notice to proceed, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof,

and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the prebid conference to be considered a valid bidder for this project.

CITY ENGINEER:

(6) Whenever the word "CITY ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or his appointed assistants.

ENGINEER:

(7) The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is Volkert, Inc.

AUTHORITY OF THE CITY ENGINEER:

(8) The CITY ENGINEER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

The CITY ENGINEER shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

DUTIES OF THE CONTRACTOR:

(9) The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2022 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY ENGINEER or as noted herein.

ARBITRATOR:

(10) Both parties to this contract hereby agree that the CITY ENGINEER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the CITY ENGINEER in all such cases shall be final.

STANDARD SPECIFICATIONS:

(11) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition, with all latest additions and modifications by the Engineering

Department of the City of Mobile, a copy of which is on file in the office of the CITY ENGINEER.

WAGE SCALE:

(12) The CONTRACTOR will be required to pay the prevailing wage rates for this district that are applicable to the trades engaged in the several different lines of work.

APPOINTMENT AND AUTHORITY OF INSPECTORS:

(13) The CITY ENGINEER may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the CITY ENGINEER.

The CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

(14) Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the CITY ENGINEER at any time prior to the completion of the work and its acceptance by the CITY ENGINEER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(15) If the work of any person employed by the CONTRACTOR should appear to the CITY ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the CITY ENGINEER.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

(16) Should the COUNCIL deem it proper or necessary in the execution of the work to make any alterations, which shall increase or diminish the quantities or the expense, such alterations or reductions shall not validate or annul the contract or agreement hereby entered into. The said COUNCIL shall determine the value of the work to be added or omitted; such value to be added to or to be deducted from the contract price as the case may be.

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the CITY ENGINEER. Said

writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:

(17) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this contract, regardless of how it may be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:

(18) All work shall be done according to the direction of the CITY ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(19) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement, and procure all necessary licenses and permits.

SUSPENSION OF WORK:

(20) If, in the opinion of the CITY ENGINEER, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the CITY ENGINEER may direct in writing. No allowance will be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the CITY ENGINEER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

DELAYS:

(21) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY ENGINEER, it becomes necessary to ensure the completion within the limit of time specified to this contract, the CITY ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY ENGINEER, to ensue, the CITY ENGINEER shall notify the COUNCIL of such fact.

Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

COMMENCEMENT AND COMPLETION:

(22) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:

(23) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld. Each payment request must be accompanied by the DBE Utilization Report.

FINAL ESTIMATE:

(24) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned, and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date that final payment is received.

- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final payment.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

E-VERIFY:

(25) 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.

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

SOURCE OF FUNDS FOR PAYMENT:

(26) The source of funds for payment by City under this contract is TIF. Said funds are on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

(27) By signing this contract, the Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ANTI-DISCRIMINATION CLAUSE:

(28) 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.

GOVERNING LAW AND VENUE:

(29) 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.

TRIMBLE UNITY CONSTRUCT:

(30) The City utilizes Tremble Unity Connect (TUC) as its project management system. TUC is a secure data collection site: <https://app.e-builder.net>. Firms, including CONTRACTORS, shall use TUC as an essential component to project management with the City of Mobile.

SIGNATURE:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

ATTEST:

BY: _____
CITY CLERK

(Print)

CITY OF MOBILE

BY: _____
ITS MAYOR

(Print)

WITNESSES:

(Print)

CONTRACTOR:

AN INDIVIDUAL

(Print)

CONTRACTOR: (IF CORPORATION)


Taylor Renfroe
Project Manager
(Print)

BY: 
ITS PRESIDENT
Charles A. Renfroe
(Print)

ATTEST:


ITS SECRETARY
Laurie S. Willcutt
(Print)

Corporate Seal



May 13 2025

DATE

STATE OF ALABAMA }

COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that
Charles A. Renfro, whose name is signed to the foregoing instrument
in the capacity of President of ASPHALT SERVICES, INC.
and who is known to me, acknowledged before me on this day that, being informed of the
contents of the instrument, he executed the same voluntarily on the day and date the same bears
date.

Given under my hand and official seal of office this the 13th day of May, 2025.

Laurel S. Willcutt

NOTARY PUBLIC My Commission Expires: March 28, 2028



ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, shall be amended as follows:

1. **PARAGRAPH 105.06(b) *CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION* SHALL BE AMENDED TO INCLUDE THE FOLLOWING:**

- a. If requested by the ENGINEER, Contractor shall provide resume or other information necessary to ensure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.
- b. In the event that additional engineering or construction administration effort is required due to personnel changes required in accordance with paragraph A or solely initiated by the Contractor, the ENGINEER shall be reimbursed by the contractor for such additional effort at the ENGINEER'S prevailing hourly rates.

Engineer shall provide Contractor a minimum of 48 hours' notice prior to initiating additional effort charges, clearly stating the reasons for such charges and notifying the Contractor of necessary steps or corrective actions to avoid additional effort charges.

Proper corrective action taken within 48 hours by the Contractor shall void additional engineering fee charges.

No corrective action by the Contractor shall initiate additional engineering fees retro-active to date of contractor notification.

2. **ITEM 108.01 *SUBLETTING AND ASSIGNMENT (a): PARAGRAPH 1 LIMITATIONS* SHALL BE AMENDED TO INCLUDE THE FOLLOWING:**

The ENGINEER reserves the right, with approval from the CITY ENGINEER, to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the ENGINEER. Furthermore; the ENGINEER may require a list of references from local Contractors, Project Engineers or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. SECTION 109, SUB-SECTION 109.07 PARTIAL PAYMENT SHALL BE REPLACED WITH THE FOLLOWING:

Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

No Payment for stored material will be included on the monthly estimates.

4. SECTION 210, PAY ITEM 210-A UNCLASSIFIED EXCAVATION; PAY ITEM 210-D BORROW EXCAVATION. STRUCTURE FILL (A-2-4 OR BETTER); PAY ITEM 210-E BORROW EXCAVATION STRUCTURE, SUB-SECTION 210.09 METHOD OF MEASUREMENT SHALL BE REPLACED WITH THE FOLLOWING:

Unit of Measurement for all accepted Excavation shall be by the cubic yard truck bed measure. The accepted volume of Excavation shall be based on certified delivery tickets as determined by truck bed measure

5. ITEM 618-D HANDICAP RAMPS (TYPE(S) A, B, C, D, E):

618.D.01

Description

This section shall include the work of furnishing, installing, and finishing as required, handicap ramps at locations as required in the plans or as directed by the ENGINEER

618.D.02

Materials

Materials shall conform to Section 618 of the 2022 ALDOT Standard Specifications for Highway Construction.

618.D.03

Basis of Payment

Payment will be based on the respective unit bid price for handicap ramps, complete-in-place according to plan details which shall be payment in full for hauling, preparation, placing, and maintenance as required and for all labor, equipment, tools, and incidentals necessary to complete this item. Truncated Domes required for handicap ramps shall be paid for separately under Pay Item No. 618-C and are not included in Pay Item 618-D.

6. ITEM 618-C REGULAR AND MODIFIED TRUNCATED DOME INSERT FOR NEW OR EXISTING HANDICAP RAMPS:

618.C.1

Description

This section shall include the work of furnishing, installing, cutting and anchoring Truncated Dome Inserts in new and existing handicap ramps.

618.C.2

Materials

Truncated Dome Inserts shall be Armor Tile ATR 2448 for New Construction or Armor-Tile ADA-S 2448 for existing construction. Color Colonial Red, Federal Color Number 20109, or approved equal, Truncated Domes shall be 24" wide x 48" or 60" in length. Dome length shall match ramp width. Domes for existing ramps shall have a mechanism for anchoring insert into concrete that allows easy removal and replacement. Domes for new ramps shall be wet set.

618.C.3

Basis of Payment

Payment will be based on the respective unit bid price and shall be payment in full for furnishing, installing, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

Where installation of multiple Truncated Domes require cutting, payment will be made for each complete Truncated Dome Insert used in the installation.

7. ITEM 623-B122 REMOVAL AND REINSTALLATION OF GRANITE CURB (INCLUDING CUTTING AND FITTING):

623.B122.1

Description

This section shall include the work of removing, stockpiling, reinstalling, cutting and fitting of granite curb.

623.B122.2

Basis of Payment

Payment will be based on the respective unit bid price and shall be payment in full for removing, stockpiling, reinstalling, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

8. SECTION 650. PAY ITEM 650-A TOPSOIL: SUB-SECTION 650.04 METHOD OF MEASUREMENT SHALL BE REPLACED WITH THE FOLLOWING:

Unit of Measurement for all accepted TOPSOIL shall be by the cubic yard truck bed measure. The accepted volume of TOPSOIL shall be based on certified delivery tickets as determined by truck bed measure.

9. ITEM 654-A SOLID SODDING:

654.A.1

Description

This pay item shall include all labor, tools, equipment and materials necessary to provide, on the project site, solid sodding. It is the responsibility of the Contractor to determine the type of sod present and replace in kind.

654.A.2

Basis of Payment

Payment will be based on the respective unit bid price for solid sodding, complete-in-place, which shall be payment in full for furnishing the individual solid sodding, for hauling, preparation, placing, and maintenance (incl. watering) of the solid sodding and for all labor, equipment, tools and incidentals necessary to complete this item.

10. ITEM SP-009 PROJECT SIGN -PORTABLE:

SP-009.A.01

Description

This pay item shall include all labor and maintenance necessary to provide, on the project site, a project sign(s) for the duration of the project. Project signs shall be portable and moved from location to location as work progresses. Only one sign will be required per construction site. The project sign shall display the district number(s) and be in accordance with the detail shown in Attachment E.

SP-009.A.02

Basis of Payment

Payment will be based on the respective unit bid price for project signs, complete-in-place, which shall be payment in full for furnishing the individual signs, for moving to each location, preparation, placing, and maintenance of the signs and for all labor, equipment, tools and incidentals necessary to complete this item;

11. ITEM 740-A. TRAFFIC CONTROL:

740 A.1

Description

This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including sign post and portable supports as necessary.

740 A.2

Materials

All materials shall conform to the appropriate Section of the 2022 ALDOT Standard Specifications for Highway Construction.

740 A.3

Basis of Payment

Payment will be based on the respective unit bid price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

12. ITEM SP-004 – TYPE B DECORATIVE SIGN POSTS

SP-004.A.01

Material Requirements

The sign post material shall be per the details shown in the construction plans.

The concrete foundation material shall meet the ALDOT standards for Class A concrete.

SP-004.B.01

Construction Requirements

The sign posts shall be installed as per the details shown in the construction plans.

The concrete foundation shall be installed per the details in the construction plans.

SP-004.C.01

Method of Measurement

The number of Type B Decorative Sign Posts (SP-004) complete in place and accepted will be the sum of each of the posts shown on the plans.

SP-004.D.01

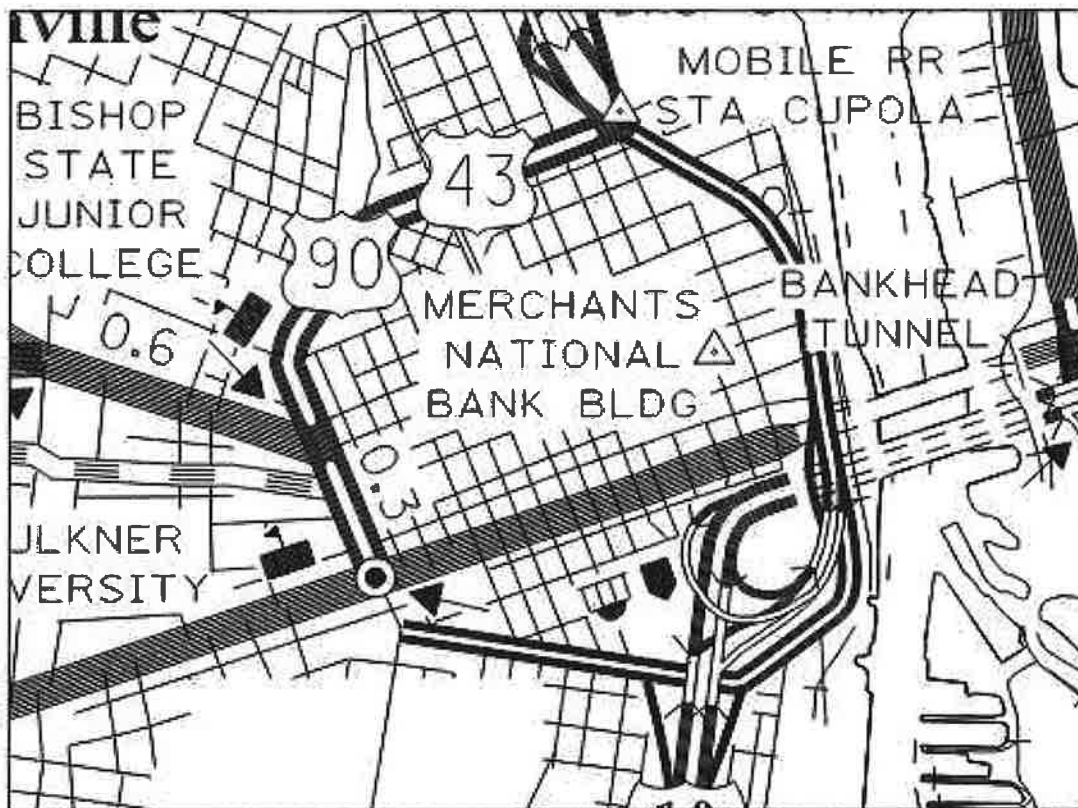
Basis of Payment

The accepted each of Type B Decorative Sign Posts (SP-004), measured as provided above, will be paid for at the contract unit price bid which shall be full compensation for the item complete in place and includes the installation of the post and foundation and for all materials, equipment, tools labor and incidentals necessary to complete the work.

PAYMENT WILL BE MADE UNDER ITEM NO.:

Item SP-004 Type B Decorative Sign Post – per each

ATTACHMENT “A” LOCATION



ATTACHMENT “B”

CONTRACTORS INSURANCE CERTIFICATIONS

Below is an example of a certificate of insurance (COI). Please note the verbiage in the "Description" area. Each COI must have this stated.

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).					
PRODUCER		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC #			
INSURED		INSURER A: INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:			
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER: AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				
					LIMITS EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$ COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)					
Project Name: Project Number: 20xx-3005-xx City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).					
CERTIFICATE HOLDER			CANCELLATION		
City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE		

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ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/30/2024

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 3290 Dauphin Street Suite 600 Mobile AL 36606	CONTACT NAME: Kelli Smith	
	PHONE (A/C, No, Ext): 2513401771	FAX (A/C, No):
INSURED Asphalt Services, Inc 11045 Old Hwy 31 Spanish Fort AL 36527	E-MAIL ADDRESS: Kelli.smith@cadenceinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Cincinnati Insurance Company	
	INSURER B: Berkley National Insurance Company	
	INSURER C: AGC Self-Insurers Fund	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		
38911		

COVERAGES

CERTIFICATE NUMBER: 1812582149

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			EPP0713925	4/26/2024	4/26/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			EPP0713925	4/26/2024	4/26/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$			EPP0713925	4/26/2024	4/26/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☒ Y ☐ N	N/A	MA4012024AL	1/1/2024	1/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Equipment Floater			TBD	4/26/2024	4/26/2025	Leased/Rented 200,000

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

The General Liability and Auto Liability includes additional insured on a primary and non-contributory basis and waiver of subrogation status per forms #CG2001 12/19, #AA288 01/16 and #GA233 09/20 but only when required by written contract. Umbrella Liability follows form over General Liability and Auto Liability.

CERTIFICATE HOLDER

CANCELLATION

For Informational Purposes Only

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/12/2025

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 2200 Woodcrest Pl, Ste 250 Birmingham AL 35209	CONTACT NAME: Kelli Smith		
	PHONE (A/C, No, Ext): 251-340-1771	FAX (A/C, No):	
	E-MAIL ADDRESS: kelli.smith1@ajg.com		
INSURED Asphalt Services, Inc E&T Enterprises, LLC 11045 Old Hwy 31 Spanish Fort AL 36527	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Cincinnati Insurance Company		10677
	INSURER B: Berkley National Insurance Company		38911
	INSURER C: AlaCOMP		18864
	INSURER D: Midwest Employers Casualty Co.		23612
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 1801462575 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			EPP 0713925	4/26/2025	4/26/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			EBA 0713925	4/26/2025	4/26/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			EPP 0713925	4/26/2025	4/26/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☒ Y ☐ N	N/A	26756 PFAL155000	1/1/2025 1/1/2025	1/1/2026 1/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Equipment Floater			MNP109129350	4/26/2025	4/26/2026	Leased/Rented 200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability and Auto Liability includes additional insured on a primary and non-contributory basis and waiver of subrogation status per forms #CG2001 12/19, #AA288 01/16 and #GA233 09/20 but only when required by written contract. Umbrella Liability follows form over General Liability and Auto Liability.
Project Name: DOWNTOWN STREET OPTIMIZATION (RESURFACING AND STRIPING)
Project Number: 2025-3005-19
The City of Mobile is additional insured with respects to General Liability per forms #CG200112/19 and #GA23309/20 and Auto Liability per form AA2880620 but only when required by written contract. Additional Insured status for The City of Mobile is on a primary and non-contributory basis with respects to General Liability per form CG20011219 and Auto Liability per form CG20011219 but only as required by a written contract. A waiver of subrogation applies in favor of See Attached...

CERTIFICATE HOLDER City of Mobile PO 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
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AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED Asphalt Services, Inc E&T Enterprises, LLC 11045 Old Hwy 31 Spanish Fort AL 36527	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The City of Mobile with respects to General Liability per form #GA23309/20, Auto Liability per form AA2880620 and Workers Compensation per form WC000313 but only when required by written contract. A 30 day notice of cancellation in provided in favor of The City of Mobile with respects to General Liability and Auto Liability per form IA4087 9/17 and Workers Compensation but only when required by written contract.

IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS

While insurance policies may respond to certain contractual assumption of liability or responsibility (Hold Harmless/Indemnification Agreements/Clauses), such policies are not broad enough to transfer or fund all assumed exposures. In addition, insurance policies have monetary limits that apply to covered claims. Please consult a qualified attorney for advice on Hold Harmless/Indemnification Agreements/Clauses. Our practice is limited to insurance specific areas. Our receipt of hold harmless/indemnification agreements and issuance of certificates of insurance is not validation that all conditions of the hold harmless/indemnification agreement have been met. Most assumption of risk agreements/clauses are broader than the terms and conditions of insurance policies.

IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSURED/WAIVERS

The certificate of insurance may represent that Additional Insured &/or Waiver status is included when required by written contract. In order for Additional Insured &/or Waiver status to be triggered in this case, there must be a written and executed contract between the insured and the person(s) or organization(s) for which Additional Insured &/or Waiver status is required.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 04-26-2024	Policy Number: EBA 071 39 25
Named Insured: ASPHALT SERVICES INC	
Countersigned by:	

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SECTION II - LIABILITY COVERAGE, A. Coverage, I. 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 executed prior to the "bodily injury" or "property damage".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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 in-

cluded 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

- 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

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 de-

scribed 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

<u>Coverage:</u>	<u>Begins on Page:</u>
1. Employee Benefit Liability Coverage.....	2
2. Unintentional Failure To Disclose Hazards.....	8
3. Damage To Premises Rented To You.....	8
4. Supplementary Payments.....	10
5. Medical Payments.....	10
6. 180 Day Coverage For Newly Formed Or Acquired Organizations.....	10
7. Waiver Of Subrogation.....	10
8. Automatic Additional Insured - Specified Relationships:	10
(a) Managers Or Lessors Of Premises	
(b) Lessor Of Leased Equipment	
(c) Vendors	
(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises	
(e) Mortgagee, Assignee Or Receiver	
9. Property Damage To Borrowed Equipment.....	13
10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services.....	14
11. Broadened Notice Of Occurrence.....	14
12. Nonowned Aircraft.....	14
13. Bodily Injury Redefined.....	15
14. Expected Or Intended Injury Redefined.....	15
15. Former Employees As Insureds.....	15
16. Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage.....	15
17. Broadened Contractual Liability - Work Within 50' Of Railroad Property.....	17
18. Alienated Premises.....	17

B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$1,000,000
Aggregate Limit: \$3,000,000
Deductible Amount: \$ 1,000

3. Damage To Premises Rented To You

The lesser of:

- a. The Each Occurrence Limit shown in the Declarations; or
- b. \$500,000 unless otherwise stated \$ _____

4. Supplementary Payments

- a. Bail Bonds: \$2,500
- b. Loss Of Earnings: \$ 500

5. Medical Payments

Medical Expense Limit: \$10,000

9. Property Damage To Borrowed Equipment

Each Occurrence Limit: \$10,000

Deductible Amount: \$ 250

16. Voluntary Property Damage Coverage (Coverage D) and Care, Custody Or Control Liability Coverage

Limits Of Insurance

Voluntary Property Damage Coverage:

\$1,000 Each Occurrence

\$5,000 Aggregate

Care, Custody Or Control Liability Coverage:

\$5,000 Each Occurrence unless otherwise stated \$ _____

Deductible Amount (Each Occurrence)

Voluntary Property Damage Coverage: \$250

Care, Custody Or Control Liability Coverage: \$250 unless otherwise stated \$ _____

COVERAGE	PREMIUM BASIS	RATE	ADVANCE PREMIUM
	(a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other	(For Limits in Excess of \$5,000)	(For Limits in Excess of \$5,000)
Care, Custody Or Control Liability			\$
TOTAL ANNUAL PREMIUM			\$

C. Coverages

1. Employee Benefit Liability Coverage

- a. The following is added to **Section I - Coverages**:

EMPLOYEE BENEFIT LIABILITY COVERAGE

(1) Insuring Agreement

- (a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, 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 against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in **C. Coverages, 1. Employee Benefit Liability Coverage, c. Limits Of Insurance** of this endorsement; 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.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- (b) This insurance applies to damages only if the act, error or omission is negligently committed in the "administration" of your "employee benefit program"; and

- 1) Occurs during the policy period; or

- 2) Occurred prior to the "first effective date" of this endorsement provided:

- a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any insured listed under C. Coverages, 1. Employee Benefit Liability Coverage, b. Who Is An Insured, (1) of this endorsement or any "employee" authorized by you to give or receive notice of a claim or "suit":

- i) Reports all, or any part, of the act, error or omission to us or any other insurer;
- ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

- b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

- (a) **Bodily Injury, Property Damage Or Personal And Advertising Injury**

"Bodily injury", "property damage" or "personal and advertising injury".

- (b) **Dishonest, Fraudulent, Criminal Or Malicious Act**

Damages arising out of any intentional, dishonest,

fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

- (c) **Failure To Perform A Contract**

Damages arising out of failure of performance of contract by any insurer.

- (d) **Insufficiency Of Funds**

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

- (e) **Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation**

Any claim based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past performance of investment vehicles; or
- 3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

- (f) **Workers' Compensation And Similar Laws**

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

- (g) **ERISA**

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

- 1) Refusal to employ;
- 2) Termination of employment;
- 3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or
- 4) Consequential liability as a result of 1), 2) or 3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

Section I - Supplementary Payments - Coverages A and B also apply to this Coverage, however 1.b. and 2. of the Supplementary Payments provision do not apply.

b. Who Is An Insured

As respects Employee Benefit Liability Coverage, **Section II - Who Is An Insured** is replaced by the following:

- (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) Each of your "employees" who is or was authorized to administer your "employee benefit program";

(b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or

(c) 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 no other similar insurance applies to that organization. However, coverage under this provision:

- (a) 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) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits Of Insurance

As respects Employee Benefit Liability Coverage, **Section III - Limits Of Insurance** is replaced by the following:

- (1) The Limits of Insurance shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement and the rules below fix the most we will pay regardless of the number of:
 - (a) Insureds;
 - (b) Claims made or "suits" brought;
 - (c) Persons or organizations making claims or bringing "suits";
 - (d) Acts, errors or omissions; or
 - (e) Benefits included in your "employee benefit program".
- (2) The Aggregate Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this en-

dorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

- (a) An act, error or omission; or
- (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

(4) Deductible Amount

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
- (b) The Deductible Amount shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- (c) The terms of this insurance, including those with respect to:
 - 1) Our right and duty to defend the insured against any "suits" seeking those damages; and

- 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;

apply irrespective of the application of the Deductible Amount.

- (d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

d. Additional Conditions

As respects Employee Benefit Liability Coverage, **Section IV - Commercial General Liability Conditions** is amended as follows:

- (1) Item 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit is replaced by the following:

2. Duties In The Event Of An Act, Error, Omission, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

- (1) What the act, error or omission was and when it occurred; and
- (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

- 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 an act, error or omission 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 without our consent.

- (2) Item 4. Other Insurance is replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Employee Benefit Liability Coverage, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when c. 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 Paragraph **b.** below.

b. 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.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Employee Benefit Liability Coverage.

e. Additional Definitions

As respects Employee Benefit Liability Coverage, **Section V - Definitions** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or

scope of "employee benefit programs";

b. Interpreting the "employee benefit programs";

c. Handling records in connection with the "employee benefit programs"; or

d. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

a. Handling payroll deductions; or

b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.

2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.

3. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

- b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
 - c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and
 - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.
4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.
- (2) The following definitions are deleted in their entirety and replaced by the following:
- 5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
 - 18. "Suit" means a civil proceeding in which money damages because of an act, error or omission 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.

2. Unintentional Failure To Disclose Hazards

Section IV - Commercial General Liability Conditions, 6. Representations is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage To Premises Rented To You

- a. The last paragraph of **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke or soot 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**.

- b. The insurance provided under **Section I - Coverage A - Bodily Injury And Property Damage Liability** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions**, other than **i.** War and the Nuclear Energy Liability Exclusion (Broad Form), are deleted and the following are added:

This insurance does not apply to:

- (a) "Property damage":

- (i) Assumed in any contract or agreement; or
- (ii) Caused by or resulting from any of the following:
 - 1) Wear and tear;
 - 2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
 - 3) Smog;
 - 4) Mechanical breakdown, including rupture or bursting caused by centrifugal force;
 - 5) Settling, cracking, shrinking or expansion;
 - 6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or
 - 7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.
- (b) "Property damage" caused directly or indirectly by any of the following:
 - (i) Earthquake, volcanic eruption, landslide or any other earth movement;
 - (ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;
 - (iii) Water under the ground surface pressing on, or flowing or seeping through:
 - 1) Foundations, walls, floors or paved surfaces;
 - 2) Basements, whether paved or not; or
 - 3) Doors, windows or other openings.
- (c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air

conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:

- (i) You did your best to maintain heat in the building or structure; or
 - (ii) You drained the equipment and shut off the water supply if the heat was not maintained.
- (d) "Property damage" to:
- (i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
 - (ii) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit Of Insurance

With respect to the insurance afforded in Paragraphs 3.a. and 3.b. above, the Damage To Premises Rented To You Limit as shown in the Declarations is amended as follows:

- (1) Paragraph 6. of Section III - Limits Of Insurance is replaced by the following:
 - 6. Subject to Paragraph 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:
 - a. While rented to you, or temporarily occupied by you with permission of the owner;
 - b. In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or
 - c. In the case of damage by water, while rented to and occupied by you.
- (2) The most we will pay is limited as described in Section B. Limits Of

Insurance, **3. Damage To Premises Rented To You** of this endorsement.

4. Supplementary Payments

Under **Section I - Supplementary Payments - Coverages A and B:**

- a. Paragraph **1.b.** is replaced by the following:

Up to the limit shown in Section **B. Limits Of Insurance, 4.a.** Bail Bonds of this endorsement 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.

- b. Paragraph **1.d.** is replaced by the following:

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 the limit shown in Section **B. Limits Of Insurance, 4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as shown in the Declarations is amended to the limit shown in Section **B. Limits Of Insurance, 5.** Medical Payments of this endorsement.

6. 180 Day Coverage For Newly Formed Or Acquired Organizations

Section II - Who Is An Insured is amended as follows:

Subparagraph **a.** of Paragraph **3.** is replaced by the following:

- 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;

7. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, 8. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

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.

8. Automatic Additional Insured - Specified Relationships

- a. The following is added to **Section II - Who Is An Insured:**

(1) Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

(i) Any "occurrence" which takes place after you cease to be a tenant in that premises;

(ii) Structural alterations, new construction or demolition operations performed by or on be-

half of such additional insured.

(b) Lessor Of Leased Equipment

Any person(s) or organization(s) from whom you lease equipment you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- (i) The insurance afforded the vendor does not apply to:
 - 1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for

damages that the vendor would have in the absence of the contract or agreement;

- 2) Any express warranty unauthorized by you;
- 3) Any physical or chemical change in the product made intentionally by the vendor;
- 4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- 5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- 6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- 7) Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

a) The exceptions contained in Paragraphs (c)(i)4 or 6) of this endorsement; or

b) 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.

(ii) This insurance does not apply to any insured person or organization:

1) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or

2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) **State Or Governmental Agency Or Subdivision Or Political Subdivision -**

Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision you are required per Paragraph 8.a.(1) of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(ii) The construction, erection or removal of elevators; or

(iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) **Mortgagee, Assignee Or Receiver**

Any person or organization you are required per Paragraph 8.a.(1) of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

(3) The insurance afforded to additional insureds described in Paragraph **8.a.(1)** of this endorsement:

- (a) Only applies to the extent permitted by law;
- (b) 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
- (c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

b. With respect to the insurance afforded to the additional insureds described in Paragraph **8.a.(1)** of this endorsement, 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 Paragraph **8.a.(1)** of this endorsement. 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.

c. **Section IV - Commercial General Liability Conditions** is amended to include the following:

Automatic Additional Insured Provision

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 Paragraph **8.a.(1)**.

d. **Section IV - Commercial General Liability Conditions** is amended as follows:

Condition **4. Other Insurance** is amended to include:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **8.a.(1)** of this endorsement 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 **8.a.(2)** of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. Property Damage To Borrowed Equipment

a. The following is added to Exclusion **2.j. Damage To Property** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- (1) The Limits of Insurance shown in the Declarations are replaced by the limits shown in **Section B.**

Limits Of Insurance, **9. Property Damage To Borrowed Equipment** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section **B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bringing "suits".

(2) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount shown in Section **B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.
- (b) Section **IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, applies to each claim or "suit" irrespective of the amount.
- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services

Paragraph **2.a.(1)(d)** under Section **II - Who Is An Insured** does not apply to:

- 1) Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or
- 2) Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing 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.

11. Broadened Notice Of Occurrence

Paragraph **a.** of Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under Section **IV - Commercial General Liability Conditions** is replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an 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.

This requirement applies only when the "occurrence" or offense is known to any insured listed under Paragraph **1.** of Section **II - Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or offense.

12. Nonowned Aircraft

The following is added to Exclusion **2.g. Aircraft, Auto Or Watercraft** under Section **I - Coverage A - Bodily Injury And Property Damage Liability**:

This exclusion does not apply to an aircraft you do not own, provided that:

- a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

- b. The aircraft is rented with a trained, paid crew; and
- c. The aircraft does not transport persons or cargo for a charge.

13. Bodily Injury Redefined

Section V - Definitions, 3. "Bodily injury" is replaced by the following:

- 3. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

14. Expected Or Intended Injury Redefined

The last sentence of Exclusion **2.a. Expected Or Intended Injury** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

15. Former Employees As Insureds

The following is added to Paragraph **2.** under **Section II - Who Is An Insured:**

- 2. Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

16. Voluntary Property Damage Coverage

- a. **Section I - Coverages** is amended to include the following:

COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE

(1) Insuring Agreement

- (a) We will pay the cost to repair or replace "property damage" to property of others arising out of operations incidental to your business when:

- 1) Damage is caused by you; or

- 2) Damage occurs while in your possession.

At your written request, we will make this payment regardless of whether you are at fault for the "property damage".

If you, at our request, replace, or make any repairs to, damaged property of others, the amount we will pay under Voluntary Property Damage Coverage will be determined by your actual cost to replace or repair the damaged property, excluding any profit or overhead.

Any payment we make under Voluntary Property Damage Coverage shall not be interpreted as an admission of liability by you or by us.

It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

- (b) This insurance applies to "property damage" only if:

- 1) The "property damage" takes place in the "coverage territory"; and
- 2) The "property damage" occurs during the policy period.

(2) Exclusions

This insurance does not apply to "property damage" that would be excluded by Coverage **A - Bodily Injury And Property Damage Liability, 2. Exclusions**, except for **j. Damage To Property, Paragraphs (3), (4), (5) and (6), k. Damage To Your Product, and l. Damage To Your Work.**

(3) Definitions

For purposes of Voluntary Property Damage Coverage only, the following definitions under **Section V - Definitions** are replaced by the following:

13. "Occurrence" means an incident, including continuous or repeated exposure to substantially the same general harmful conditions that result in "property damage".

17. "Property damage" means physical injury to tangible property. Electronic data is not tangible property, and "property damage" does not include disappearance, abstraction or theft.

As used in this definition, electronic data means information, facts or programs, stored as or on, created or used on, 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.

b. Care, Custody Or Control Liability Coverage

For purposes of the coverage provided by Care, Custody Or Control Liability Coverage in this endorsement only:

(1) Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions, j. Damage To Property, Paragraphs (3), (4) and (5) do not apply to "property damage" to the property of others described therein.

(2) It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

This Paragraph (2) supersedes any provision in the Coverage Part to the contrary.

(3) "Property damage" for which Care, Custody Or Control Liability Coverage provides coverage shall be deemed to be caused by an "occurrence" but shall not serve to limit or restrict the applicability of any exclusion for

"property damage" under this Coverage Part.

c. Limits Of Insurance And Deductibles

For purposes of the coverage provided by Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage, **Section III - Limits Of Insurance** is amended to include the following:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section B. Limits Of Insurance, 16. Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage in this endorsement. These limits are inclusive of, and not in addition to, the limits being replaced. The Limits of Insurance shown in the Schedule 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) Subject to (3) below, the Voluntary Property Damage Coverage Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under Voluntary Property Damage Coverage;

(b) The Care, Custody Or Control Liability Coverage Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under Care, Custody Or Control Liability Coverage;

because of all "property damage" arising out of any one "occurrence".

(3) The Voluntary Property Damage Coverage, Aggregate Limit Of Insurance is the most we will pay for the sum of all damages under Voluntary Property Damage Coverage. This limit applies separately to each "coverage term".

(4) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount shown in Section **B. Limits Of Insurance, 16. Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage.** The limits of insurance will not be reduced by the application of such Deductible Amount.
- (b) Section **IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit,** applies to each claim or "suit" irrespective of the amount.
- (c) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken,

you shall promptly reimburse us for such part of the Deductible Amount as has been paid by us.

17. Broadened Contractual Liability - Work Within 50' Of Railroad Property

Section V - Definitions, 9. "Insured contract" is amended as follows:

- a. Paragraph **c.** is replaced by the following:
 - c. Any easement or license agreement;
- b. Paragraph **f.(1)** is deleted in its entirety.

18. Alienated Premises

Exclusion **2.j. Damage To Property, Paragraph (2)** under Section **I - Coverage A - Bodily Injury And Property Damage Liability** does not apply if the premises are "your work".

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.

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.

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".

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.

ATTACHMENT “C”

**SUBCONTRACTING PLAN,
E-VERIFY AFFIDAVIT,
E-VERIFY REGISTRATION PRINTOUT,
DBE UTILIZATION REPORT, OAND SECRETARY
OF STATE REGISTRATION**



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

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

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

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

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

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

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

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

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



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	ASPHALT SERVICES, INC.		
Address	11045 Old Highway 31 Spanish Fort, Al. 36527		
Telephone	(251) 621-9325		
E-Mail	trenfroe@asi-gc.com gsmith@asi-gc.com lwillcutt@asi-gc.com		

RFP/RFQ Solicitation Number	2025-3005-19		
Project Description	DOWNTOWN STREET OPTIMIZATION (Resurfacing and Striping)		
Is your company a DBE company?	Yes ☐ No ☒		
Work force demographics	Male <u>44</u> Female <u>4</u> Minority <u>23</u> Non-minority <u>22</u> SDVO <u>0</u> Total #of Employees <u>48</u>		

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Taylor Renfroe
Signature:  Date: 4/23/2025
Title: Project 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: Taylor Renfroe Title: Project Manager
Email: trenfroe@asi-gc.com Phone: (251) 621-9325



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 ASPHALT SERVICES, INC. Your Bid/Proposal Amount \$ 3,379,238.77 Date: 4/23/2025
April / 23rd / 2025 Description DOWNTOWN STREET OPTIMIZATION (Resurfacing and Striping)
Name of Bidder/Proposer: ASPHALT SERVICES, 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
C and A Quality Const., LLC	251-447-8167	CONCRETE / DEMO	\$ 350,221.00	10%	Yes	
Hughes Companies	251-610-9674	TRUCKING / HAULING	\$ 156,600.00	5%	Yes	
Renfroe Hibberts Co., Inc.	251-680-5881	STRIPING	\$ 627,978.50	18%	No	



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: ASPHALT SERVICES, INC.

Contact Person: Taylor Renfro Phone (251) 621-9325 Email trenfro@asi-gc.com

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

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



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

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

CONTRACT RECORDS:

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

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

Section 2(B)

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

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

N/A 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. _____

**OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
DBE Compliance
DBE UTILIZATION REPORT**

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	Certified DBE: YES NO	Contract Start Date:
DESCRIPTION:		Estimated Completion Date:

This report is for the month of: **JAN** **APR** **JULY** **OCT**
 (CHECK ONE): **FEB** **MAY** **AUG** **NOV**
 MARCH **JUNE** **SEPT** **DEC** FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
\$	\$	\$	\$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

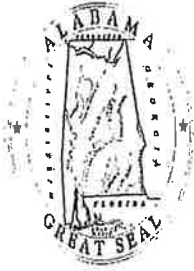
DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
TOTALS		\$	\$	\$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____ (Title) ____/____/____ (Date)

DBE Utilization Report



ALABAMA UNIFIED CERTIFICATION PROGRAM

Alabama Department of Transportation
Construction Bureau
Disadvantaged Business Enterprise (DBE) Program
1409 Coliseum Boulevard, Suite G-101
Montgomery, AL 36110
Phone: (334) 242-6238 or 1-888-297-5303
Fax: (334) 242-6256
www.dot.state.al.us

February 27, 2025

C and A Quality Construction, LLC
9351A Hwy 188
Irvington, AL 36544

**Re: ALABAMA UNIFIED CERTIFICATION PROGRAM
DBE CERTIFICATION NOTIFICATION**

Dear Sir or Madam:

Congratulations! The Alabama Department of Transportation (ALDOT) on behalf of the Alabama Unified Certification Program (ALUCP) is pleased to notify you that your company has been certified as a Disadvantaged Business Enterprise (DBE) in accordance with 49 CFR Part 23 and 26 and all the laws of this state applicable to the transaction of business.

The ALUCP has been established to facilitate statewide DBE certification. It eliminates the need for DBE applicant firms to obtain certification from multiple agencies and provides reciprocity within Alabama. The Alabama Department of Transportation (ALDOT), the Alabama State Port Authority (ASPA), the Birmingham Airport Authority (BAA), the Mobile Transit Authority, City of Mobile, and the WAVE Transit System (WAVE) are the *only* certifying agencies which comprise the ALUCP.

Your ALUCP certification number is **02-01558** and your firm has been certified to perform services as described in the following North American Industry Classification System (NAICS) code(s):

NAICS Code 238110 Poured Concrete Foundation and Structure Contractors

Your firm's designation as a DBE will appear on the official Alabama UCP DBE Directory website at www.dot.state.al.us. This directory consists of DBE firms certified by all of the above-mentioned agencies. We ask that you periodically visit the electronic directory to verify that the information listed continues to be current.

In accordance with 49 CFR paragraph 26.83 (i), as a DBE, you must inform the ALUCP in writing of any change in circumstances affecting your ability to meet size, disadvantaged status, ownership, or control requirements of this part or any material change in the information provided in your application form. Changes in management responsibility among members of a limited liability company are covered by this requirement. You must attach supporting documentation describing in detail the nature of such changes. The notice must take the form of an affidavit sworn to by the applicant before a person who is authorized by state law to administer oaths or of an unsworn declaration executed under penalty of perjury of the laws of the United States.

You must provide the written notification within 30 days of the occurrence of the change. If you fail to make timely notification of such a change, you will be deemed to have failed to cooperate under 49 CFR Part 26.109 (c).

In addition, as a DBE, in accordance with 49 CFR paragraph 26.83 (j), you must provide to the ALUCP, every year on the anniversary of the date of your certification, an affidavit sworn to by the firm's owners before a person who is authorized by state law to administer oaths or an unsworn declaration executed under penalty of perjury of the laws of the United States. This affidavit must affirm that there have been no changes in the firm's circumstances affecting its ability to meet size, disadvantaged status, ownership, or control requirements of this part or any material changes in the information provided in its application form, except for changes about which you have notified the UCP under 26.83 (i). The affidavit shall specifically affirm that your firm continues to meet SBA business size criteria and the overall gross receipts cap of this part, documenting this affirmation with supporting documentation of your firm's size and gross receipts. If you fail to provide this affidavit in a timely manner, you will be deemed to have failed to cooperate under 49 CFR Part 26.109(c). You will be notified in advance of your obligation to provide annual affidavit of continued eligibility documents to ALDOT, your responsible certifying member. However, the responsibility to assure continued certification is yours. Failure to continue your eligibility will result in immediate action to decertify your firm.

You are encouraged to become an active participant on federally assisted projects. This certification enables your company to compete in federal-aid contract work as a DBE owned and operated company. However, it does not guarantee that you will receive work. After receipt of the DBE certification, please visit the websites of each certifying agency to obtain information on upcoming bid letting schedules.

Please note that any of the certifying agencies of the ALUCP reserves the right to review your firm's certification eligibility prior to your firm's participation on a federally assisted project for their agency or at any time it is determined that such reevaluation is warranted.

We are pleased to have you as a participant in the ALUCP and wish you much success.

Sincerely yours,

Donald R. Lovelace, Jr.

Donald R. Lovelace, Jr.
DBE Contracts Manager

gb

Enclosure (Certificate)

ALABAMA UNIFIED CERTIFICATION PROGRAM



TRANSIT SYSTEM



BIRMINGHAM AIRPORT AUTHORITY

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

This is to Certify that

C AND A QUALITY CONSTRUCTION, LLC

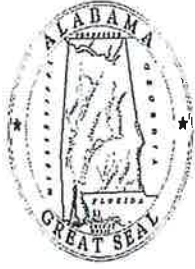
has been certified by the *Alabama Department of Transportation*
as a Disadvantaged Business Enterprise in accordance with
49 CFR Part 23 & 26 as published in the Federal Register

Certification Number: 02-01558

Issuance Date: February 27, 2025

Annual Affidavit Due Date: February 27, 2026


John R. Cooper, Transportation Director



ALABAMA UNIFIED CERTIFICATION PROGRAM

Alabama Department of Transportation
Construction Bureau
Disadvantaged Business Enterprise (DBE) Program
1409 Coliseum Blvd. (G-101)
Montgomery, AL 36110
Phone: (334) 242-6238 or 1-888-297-5303
Fax: (334) 242-6256
www.dot.state.al.us

April 3, 2025

Hughes Companies, Inc,
3425 Anton Street
Mobile, AL 36612

**Re: NOTICE OF CONTINUED DBE ELIGIBILITY
ANNIVERSARY DATE – April 17, 2026
DBE CERTIFICATION #04-00975**

Dear Sir or Madam:

The Alabama Department of Transportation (ALDOT) under a Unified Certification Program has reviewed the recent No Change Affidavit and supporting documentation submitted by your firm. Based on this review and the guidelines in 49 CFR Part 23 and 26, your firm continues to meet the eligibility requirements to participate as a DBE in the state of Alabama.

DBE certification is continuing from your anniversary date but is contingent upon your firm maintaining its eligibility annually through this office. You will be notified in advance of your obligation to submit your Declaration of Edibility with supporting documentation prior to your anniversary date. If you fail to provide the requested information in a timely manner, you will be deemed to have failed to cooperate under §26.109(c).

As long as your firm is listed in the DBE directory, it is considered DBE certified by all Alabama UCP Members. Alabama's UCP DBE Directory can be accessed via the internet at www.dot.state.al.us.

Under the ALUCP, all agencies receiving US Department of Transportation funding in the State of Alabama, will accept your certification. Please contact those agencies directly to find out about upcoming bid opportunities and procedures. Please note that all of the certifying agencies of the ALUCP reserve the right to review your firm's certification eligibility prior to your firm's participation on a federally assisted project for their agency or at any time it is determined that such reevaluation is warranted.

If, at any time, there is a material change in the firm, including, but not limited to, ownership, officers, Directors, scope of work being performed, daily operations, affiliations with other businesses or individuals or physical location of the firm, you must notify this office, in writing, within 30 days of the occurrence of the change. Notification should include supporting documentation. You will receive timely instructions from this office as to how you should proceed, if necessary.

We are pleased to have you as a participant in the ALUCP and wish you continued success.

Questions or concerns should be directed to this office by mail or telephone. Our telephone number is (334) 242-6238 and our fax number is (334) 242-6256.

Sincerely yours,

A handwritten signature in cursive script that reads "Donald R. Lovelace, Jr.".

Donald R. Lovelace, Jr.
DBE Contracts Manager

DRL/lj

PC: File

ALABAMA UNIFIED CERTIFICATION PROGRAM



DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

This is to Certify that

Hughes Companies, Inc.

has been certified by the *Alabama Department of Transportation*
as a Disadvantaged Business Enterprise in accordance with
49 CFR Part 23 & 26 as published in the Federal Register

Certification Number: 04-00975

Issuance Date: April 17, 2025

Annual Affidavit Due Date: April 17, 2026


John R. Cooper, Transportation Director

ALABAMA UNIFIED CERTIFICATION PROGRAM



DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

This is to Certify that

L & G INDUSTRIES, LLC

has been certified by the *Alabama Department of Transportation*
as a Disadvantaged Business Enterprise in accordance with
49 CFR Part 23 & 26 as published in the Federal Register

Certification Number: 10-01491

Issuance Date: October 24, 2024

Annual Affidavit Due Date: October 24, 2025


John R. Cooper, Transportation Director

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Charles A. Renfro (affiant) who, being duly sworn says as follows:

President/CEO of ASPHALT SERVICES, INC.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as President for Asphalt Services, Inc. that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said Asphalt Services, Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 489423.



CEO of ASPHALT SERVICES, INC.

Sworn to and subscribed before me this the 23rd day of April, 2025.

I certify that the affiant is known to me to be the identical party he or she claims to be.



Signature and Seal of Notary Public

Laurie S. Willcutt

My Commission Expires: March 28, 2028





Company ID Number: 489423

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 Asphalt Services, Inc.	
Laurie S Willcutt	
Name (Please Type or Print)	Title
Electronically Signed	01/13/2012
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	01/13/2012
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Asphalt Services, Inc.
Company Facility Address:	11045 Old Highway 31
	Spanish Fort, AL 36527
Company Alternate Address:	
County or Parish:	BALDWIN
Employer Identification Number:	631062122



Company ID Number: 489423

North American Industry Classification Systems Code:	237
Administrator:	
Number of Employees:	20 to 99
Number of Sites Verified for:	1
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)	

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Gregory T Smith	Fax Number:	(251) 621 - 9393
Telephone Number:	(251) 621 - 9325		
E-mail Address:	asi@asi-gc.com		
Name:	Laurie S Willcutt	Fax Number:	(251) 621 - 9393
Telephone Number:	(251) 621 - 9325		
E-mail Address:	asi@asi-gc.com		

ATTACHMENT “D”

**CERTIFICATIONS, AFFIDAVITS
& PROJECT CLOSEOUT**

**CONSENT OF SURETY COMPANY
TO FINAL PAYMENT**

STATE OF: ALABAMA COUNTY OF: MOBILE

**CITY OF MOBILE
CITY PROJECT NO. 2025-3005-19
DOWNTOWN STREET OPTIMIZATION
(RESURFACING AND STRIPING)**

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, _____
THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 20_____.

Surety Company

Witness

Signature of Authorized Agent

Title

ACCOUNTING OF SALES TAX FORM

To: City of Mobile

Date: April 23, 2025

Name of Project: **DOWNTOWN STREET OPTIMIZATION
(RESURFACING AND STRIPING)**

Project Number: **2025-3005-19**

SALES TAX ACCOUNTING

Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

ESTIMATED SALES TAX AMOUNT

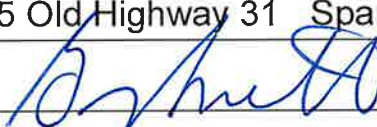
BASE BID ITEMS: **\$ 3,379,238⁷⁷** \$ 149,101.76

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of

Bidder ASPHALT SERVICES, INC.

Mailing Address 11045 Old Highway 31 Spanish Fort, Al. 36527

*By (Legal Signature) 

*Name (type or print) Greg Smith (Seal)

*Title Senior Project Manager

Telephone Number (251) 621-9325



CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

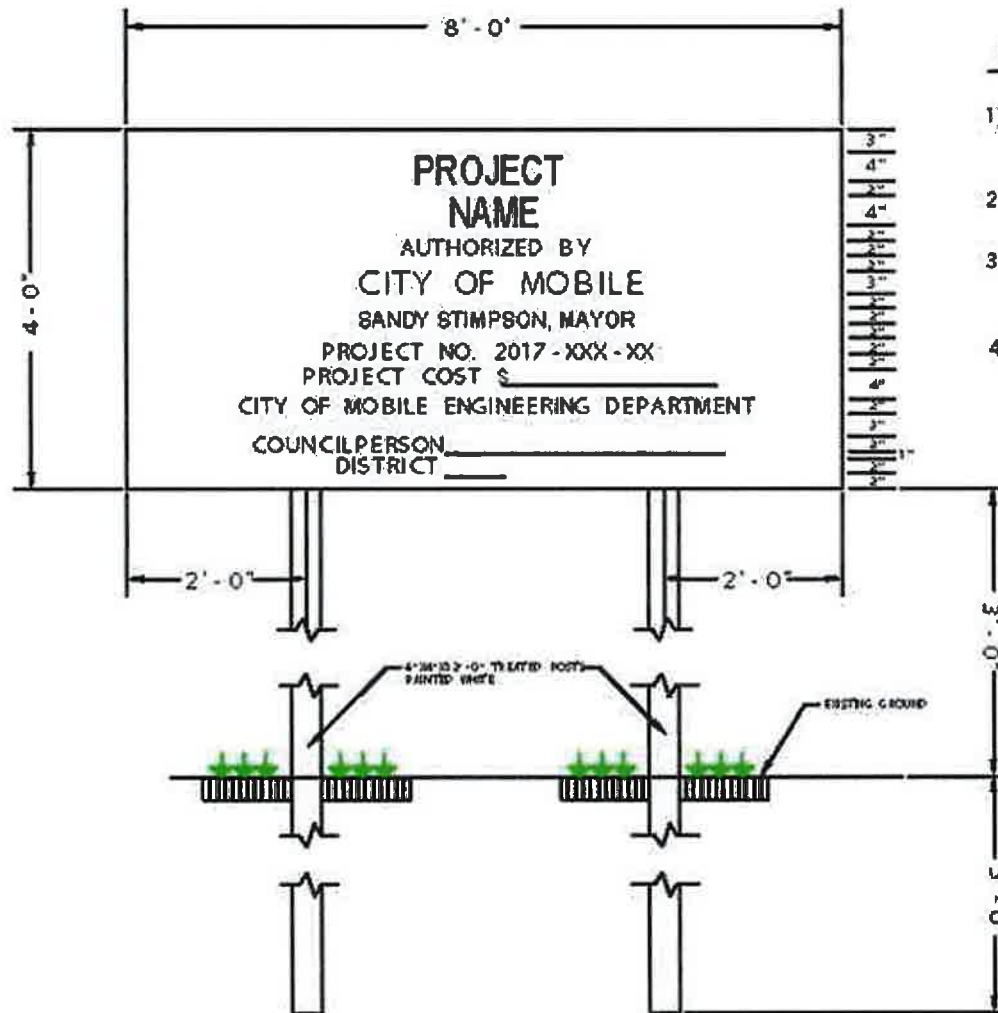
The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for four (4) consecutive weeks.
2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.
3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.
4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date that final payment is received.
6. Contractor must provide a Maintenance Agreement for the grassing for a period of one (1) year commencing on the date that final payment is received.
7. The Contractor must provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

All the above requirements must be satisfied by the Contractor before final payment can be made.

ATTACHMENT “E”

SIGN DETAILS



PROJECT SIGN DETAIL

- 1) Sign shall be constructed of 3/4" exterior grade plywood painted with 2 coats exterior semi gloss white enamel and lettered with exterior black enamel.
- 2) Sign to be placed at location directed by the Engineer.
- 3) Sign to be freshly painted and maintained in good condition until completion of project and then removed from the site.
- 4) Project cost shall be neatly painted on original sign and not on a board nailed to the sign.

Note: This detail is provided as an example only. Text will be project specific.

ATTACHMENT “F”

**GEOTECHNICAL REPORTS
AND/OR MIX DESIGNS**

ATTACHMENT “G”

TAX EXEMPTION

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS:

A. DESCRIPTION OF REQUIREMENTS

1. This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings for Base Bid and Alternates on the revised proposal attached hereto, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.
2. Base bid and all Alternate Bids shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.
3. Forms required to be completed and submitted shall be those included in the Bid and Contract Documents; those required by the ADOR; and any others as required by the Owner.
4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract and Bid Documents including, in part, "Instructions to Bidders," "General Conditions of the Contract" and "Supplementary Conditions"; unaltered provisions of those documents shall remain in effect.
2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.
3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Base Bid Proposal and each Alternate for the Work. No additional amount shall be added to the Contract because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.
5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.
6. When necessary or required Purchase Orders shall be used for materials for -Work on this project only.
7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.
8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its base bid and additive alternate bid.



CAPITAL CONTRACT SUMMARY SHEET

Project Name:

Downtown Street Optimization, Removal of
Traffic Signals

Project #:

2025-2060-04

Date of Receipt:

June 04, 2025

Project Description:

Removal of Traffic Signals at various intersections in downtown

Contract Amount:

1,086,470.50

Vendor Name:

McElhenney Construction Co, LLC

Vendor Number:

292750

DEPT #:

2060

DEPT NAME:

Traffic Engineering

Contract Type:

Construction Unit Prices

Retainage Information:

Should Retainage Be Withheld?

Yes

Standard (5% of the 1st 50%) or Special
Rate (If Special, please indicate)

Prepared by:

Jennifer White

Date:

June 04, 2025



AGENDA ITEM SUMMARY SHEET

Agenda of: June 17, 2025

Submitted by:

Jennifer White

Sponsored by:

Mayor William S. Stimpson

William Carroll, Councilmember

Purpose and Scope of Project:

Removal of traffic signals at various intersections in the downtown area.

Amount of Contract:

1,086,470.50

Funding Source

C0615

ATTACHMENTS:

1. Signal Removal Contract for Council approval
2. Signal Removal Contract Resolution
3. Capital Summary Sheet McElhenney Contract 2025-2060-04

REVIEWERS:

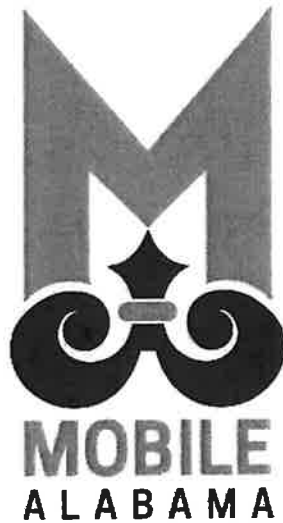
Jennifer White

Jennifer White

Brenda Rhodes

Cherlina Monteiro

James Barber



**DOWNTOWN STREET OPTIMIZATION
REMOVAL OF TRAFFIC SIGNALS**

COM PROJECT NUMBER 2025-2060-04

VOLKERT PROJECT NUMBER 1144603.000

BID DATE – APRIL 9, 2025

03-10-2025



STATE OF ALABAMA



BID LIMIT: U

AMOUNT: UNLIMITED

LICENSE NO.:

49555

TYPE:

RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

MCCELHENNEY CONSTRUCTION COMPANY LLC

THEODORE, AL 36590

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

D: DEMOLITION; H/R-R-S: BRIDGES, H/R-R-S: CONCRETE, HS: HIGHWAYS AND STREETS; MU: MUNICIPAL AND UTILITY

until

April 30, 2025

when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

24th day of April, 2024

Michael B. Lee

SECRETARY-TREASURER

David A. Lee

CHAIRMAN

204863

ADDENDUM NO. 1



PROJECT NO: 2025-2060-04
PROJECT DESCRIPTION: DOWNTOWN STREET OPTIMIZATION – TRAFFIC SIGNAL REMOVAL
PROJECT OWNER: CITY OF MOBILE
OWNER REP / ENGINEER: VOLKERT INC. / JORDAN STRINGFELLOW, P.E.
DATE OF ISSUE: April 7, 2025
RECIPIENT: Meeting Attendees and Plan Holders

ADDENDUM NO. 1

The information included in Addendum No. 1 and attachments hereto shall be considered in preparation of the proposal for the above referenced project and shall be made part of the Contract Documents and Specifications of the above referenced project.

RECEIPT OF THIS ADDENDUM SHALL BE ACKNOWLEDGED BY ATTACHING THE ADDENDUM WITH THE SUBMITTED BID IN APPENDIX E PROJECT ADDENDUMS. FAILURE TO ACKNOWLEDGE THIS ADDENDUM MAY RESULT IN NON-RESPONSIVE PROPOSAL.

PROPOSAL MODIFICATIONS, ITEMS OF CLARIFICATION, RESPONSES

QUESTIONS

1. Will Volkert be providing the concrete testing services?

ANSWER: Yes. Volkert will have a resident project representative on a related resurfacing project in downtown. Please coordinate concrete testing for this with the Volkert representative.

2. On plan sheet #420 at S. Conception St. and Conti St., the drawings call for the existing traffic controller to be retained, but the notes call for the contractor to remove the power from the cabinet. Is this correct?

ANSWER: The traffic control cabinet and the power to the cabinet shall be retained at this location. Note #2 was removed from plan sheet #420 (see revised plan sheet in Appendix A).

ADDENDUM NO. 1



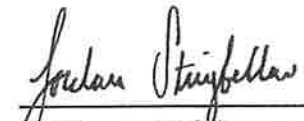
3. There are several locations that call for the cabinets to be removed but show equipment (i.e. luminaires and ptz cameras) that are to be retained and will need power reworked. Can the engineer provide a detailed drawing of a City approved service for each of these locations?

ANSWER: In most cases, the lighting power circuit simply passes through the traffic control cabinet. In this instance, a junction box is all that would be required. However, in the case that a new power service is required, a detail has been provided in the plans. Please refer to plan sheet number 2E for this detail (see attached revised plan sheet in Appendix A). The cost associated with constructing the new service shall be subsidiary to pay item 730A.

4. **GENERAL COMMENT:** Project note #19 was added to plan sheet 2B regarding the requirement for the contractor to contact the Mobile Police Department when removing the existing License Plate Reader (LPR) equipment from the existing mast arms and poles.

Please call with any questions.

Issued By:


Jordan Stringfellow, P.E.
Assistant Vice President

:/lrm

Enclosure:

Cc: Moynur Rahman, P.E., Adam Spence, P.E., Jennifer White, P.E.

Appendix A

Revised Plan Sheets

INDEX TO SHEETS

2025-04-01 REV.
ADDED PROJECT NOTE #19 TO SHEET 2B:
ADDED ELECTRICAL SERVICE CONNECTION;
TYPICAL ELECTRICAL SERVICE CONNECTION;
REVISED SHEET NUMBERS FOR PAGES 2E & 2F;
REMOVE NOTE #2 FROM PLAN SHEET # 420

SHEET NO.	DESCRIPTION
1	TITLE SHEET
1A	INDEX TO SHEETS
1B	STANDARD AND SPECIAL DRAWINGS
2	PROJECT SCOPE
2A	PLAN SHEET LEGEND
2B	PROJECT NOTES SHEET
2C-2E	PROJECT DETAILS
2F	GENERAL TRAFFIC CONTROL PLAN NOTES
2G	TRAFFIC CONTROL PLAN - SEQUENCE OF CONSTRUCTION
3-3D	SUMMARY OF QUANTITIES
4-149	OMITTED
150	SIGNING LAYOUT SHEET LEGEND
151-176	OMITTED
177	SIGNING LAYOUT SHEET
178-182	OMITTED
183	SIGNING LAYOUT SHEET
184	SIGNING LAYOUT SHEET
185	OMITTED
186	SIGNING LAYOUT SHEET
187-189	OMITTED
190	SIGNING LAYOUT SHEET
191	SIGNING LAYOUT SHEET
192	SIGNING LAYOUT SHEET
193	SIGNING LAYOUT SHEET
194-200	OMITTED
201	SIGNING LAYOUT SHEET
202	SIGNING LAYOUT SHEET
203	OMITTED
204	SIGNING LAYOUT SHEET
205-209	OMITTED
210	SIGNING LAYOUT SHEET
211-212	OMITTED
213	SIGNING LAYOUT SHEET
214	SIGNING LAYOUT SHEET
215-216	OMITTED
217	SIGNING LAYOUT SHEET
218	SIGNING LAYOUT SHEET
219	OMITTED
220	SIGNING LAYOUT SHEET
221	OMITTED
222	SIGNING LAYOUT SHEET
223-226	OMITTED
227	SIGNING LAYOUT SHEET
228-398	OMITTED

SHEET NO.	DESCRIPTION
399	TRAFFIC SIGNAL REMOVAL SHEET LEGEND & NOTES
400	OMITTED
401	TRAFFIC SIGNAL REMOVAL SHEET (ST. ANTHONY ST @ ST. JOSEPH ST.)
402	TRAFFIC SIGNAL REMOVAL SHEET (ST. ANTHONY ST @ ROYAL ST)
403	TRAFFIC SIGNAL REMOVAL SHEET (ST. LOUIS ST @ WASHINGTON AVE)
404	TRAFFIC SIGNAL REMOVAL SHEET (ST. LOUIS ST @ JACKSON ST)
405	TRAFFIC SIGNAL REMOVAL SHEET (ST. LOUIS ST @ CONCEPTION ST)
406	TRAFFIC SIGNAL REMOVAL SHEET (ST. LOUIS ST @ ST. JOSEPH ST)
407	TRAFFIC SIGNAL REMOVAL SHEET (ST. LOUIS ST @ ROYAL ST)
408	TRAFFIC SIGNAL REMOVAL SHEET (ST. MICHAEL ST @ ST. JOSEPH ST)
409	TRAFFIC SIGNAL REMOVAL SHEET (ST. MICHAEL ST @ ROYAL ST)
410	TRAFFIC SIGNAL REMOVAL SHEET (ST. FRANCIS ST @ SPRINGHILL AVE, ST. FRANCIS ST @ SCOTT ST & ST. FRANCIS ST @ WASHINGTON AVE)
411	TRAFFIC SIGNAL REMOVAL SHEET (ST. FRANCIS ST @ CONCEPTION ST)
412	TRAFFIC SIGNAL REMOVAL SHEET (ST. FRANCIS ST @ ROYAL ST, ST. FRANCIS ST @ ST. JOSEPH ST.)
413	TRAFFIC SIGNAL REMOVAL SHEET (WASHINGTON AVE @ SPRINGHILL AVE & DAUPHIN ST)
414	TRAFFIC SIGNAL REMOVAL SHEET (DAUPHIN ST @ WARREN ST)
415	TRAFFIC SIGNAL REMOVAL SHEET (DAUPHIN ST @ CLAIRBORNE ST & JACKSON ST)
416	TRAFFIC SIGNAL REMOVAL SHEET (DAUPHIN ST @ JOACHIM ST, CONCEPTION ST)
417	TRAFFIC SIGNAL REMOVAL SHEET (DAUPHIN ST @ ST. JOSEPH ST.)
418	TRAFFIC SIGNAL REMOVAL SHEET (DAUPHIN ST @ ROYAL ST)
419	TRAFFIC SIGNAL REMOVAL SHEET (CONIT ST @ WASHINGTON AVE)
420	TRAFFIC SIGNAL REMOVAL SHEET (CONIT ST @ CONCEPTION ST)
421	REQUIRED CONDUIT INSTALLATION SHEET

A

04-07-2025



RESPONSIBLE PE:	SUPERVISOR:	CITY OF MOBILE	NOT TO SCALE	SHEET TITLE
DATE:	DATE:	100%	INDEX TO SHEETS	V
PROJECT: 114603 - Benham Street Signalization, Phase 1, Plans/Project Design/Signage Assembly Traffic Signal Removal/400-1A-801.dwg				

REFERENCE PROJECT NO.	FISCAL YEAR
1144603.000	2025

PROJECT NOTES

GENERAL NOTES

ENVIRONMENTAL NOTES

- THE PROJECT CONTRACTOR SHALL ALWAYS HAVE A COPY OF THE STATE OF ALABAMA HIGHWAY DEPARTMENT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2022 EDITION ON SITE.
- SPECIAL CARE IS TO BE TAKEN SO TREES OUTSIDE THE LIMITS OF CONSTRUCTION REMAIN UNHARMED DURING CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY, EFFICIENCY, AND ADEQUACY OF HIS OPERATION AND SHALL INITIATE HIS OWN SAFETY PROGRAM. THE CONTRACTOR SHALL COMPLY WITH ALL DEPARTMENT OF LABOR, SAFETY AND HEALTH REGULATIONS AS SPECIFIED UNDER THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, AS AMENDED, AND THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.
- IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE IF THE REQUIRED CONSTRUCTION CAN BE PERFORMED WITHIN THE AREA PROVIDED AND COMPLY WITH THE REQUIREMENTS OF THE SAFETY AND HEALTH ACT OF 1970, AS AMENDED, AND THE PRODUCTS OF THIS TYPE. ANY SAFETY MEASURES OR METHODS OF CONSTRUCTION THAT ARE NECESSARY IN THE CONSTRUCTION OF THIS PROJECT TO COMPLY WITH THESE REGULATIONS IS THE CONTRACTOR'S RESPONSIBILITY AND SHALL BE PROVIDED WITH ALL COSTS TO BE INCLUDED IN THE VARIOUS PAY ITEMS OF THE CONTRACT (NO DIRECT PAYMENT).
- SHOULD THE CONTRACTOR ELECT TO OBTAIN AREAS FOR THE PURPOSE OF STORING MATERIALS AND EQUIPMENT OR FOR CONDUCTING HIS WORK OPERATIONS, HE SHALL FURNISH THE OWNER AND ENGINEER A COPY OF THE AGREEMENT BETWEEN HIM AND THE OWNER OF THE PROPERTY PRIOR TO USING THE AREA (NO DIRECT PAYMENT). ANY CURB AND GUTTER, SIDEWALK, DRIVEWAY, ETC., DAMAGED BY THE CONTRACTOR WHEN HAULING MATERIALS OR MOVING EQUIPMENT IN OR OUT FROM THIS STORAGE AREA SHALL BE REPLACED IN KIND AT THE CONTRACTOR'S EXPENSE. CONTRACTOR WILL BE RESPONSIBLE FOR ALL PERMITS.
- PRIOR TO FINAL ACCEPTANCE OF THIS PROJECT, THE CONTRACTOR SHALL PREPARE AND SUBMIT TO THE ENGINEER A COMPLETE SET OF "AS-BUILT" PLANS SHOWING ACTUAL QUANTITIES AND PLAN CHANGES. THE ENGINEER WILL FURNISH THE CONTRACTOR AN "ISSUED FOR CONSTRUCTION" SET OF DRAWINGS TO BE USED FOR THIS PURPOSE.
- THE CONTRACTOR SHALL PROMPTLY NOTIFY THE ENGINEER OF ANY PERCEIVED CONFLICTS, AMBIGUOUS ITEMS OR DEFICIENCIES IN THE PLANS, SPECIFICATIONS, GENERAL NOTES OR RELATED CONTRACT DOCUMENTS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND ABIDING BY THE SPECIFICATIONS FOR THIS PROJECT.
- THE REQUIRED PRE-FABRICATED TRUNCATED DOME MAT APPLICATION SHALL BE CONSTRUCTED BY WET SETTING AND ACTIVATE PAVEMENT PANELS (SURE DOME OR APPROVED EQUAL) IN FRESH CONCRETE IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE CORRECT MATERIALS AND THE CONSTRUCTION SHALL BE A SUBSIDIARY OBTAINMENT OF ITEM 610A. THE DIRECTIONAL BAR TILE SHALL BE CONSTRUCTED BY WET SETTING AND BE FEDERAL BRICK RED IN COLOR IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
- SIDEWALK TO BE FIELD ADJUSTED AS NECESSARY BY THE ENGINEERS REPRESENTATIVE IN FIELD. SEE PROJECT DETAILS FOR SIDEWALK ADJUSTMENT DETAILS. SIDEWALK TO NOT EXCEED 2% MAX EITHER DIRECTION. THE CONTRACTOR IS RESPONSIBLE FOR THE LAYOUT OF THE PROPOSED IMPROVEMENTS AND SHALL ENSURE ALL WORK PERFORMED IS ADA COMPLIANT.
- ALL EXISTING SIGNS REMOVED OR REPLACED ARE THE PROPERTY OF THE CITY OF MOBILE AND SHALL BE DELIVERED FOR RECYCLING TO THE TRAFFIC ENGINEERING DEPARTMENT, 852 GAYLE ST., AT NO ADDITIONAL COST. COORDINATE DELIVERY WITH MOBILE TRAFFIC ENGINEER, JENNIFER WHITE, 251-208-2960.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY OWNERS AND DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES ON THIS PROJECT WHETHER SHOWN ON THE PLANS OR NOT. THERE WILL BE NO ADDITIONAL COMPENSATION FOR EXPLORATORY POT-HOLING OR UTILITY INVESTIGATION.
- ITEMS TO BE REMOVED THAT ARE NOT PROVIDED FOR BY PAY ITEM OR SPECIFICALLY MENTIONED BY NOTE TO BE INCLUDED IN OTHER ITEMS OF WORK SHALL BE REMOVED IN ACCORDANCE WITH THE REQUIREMENTS FOR EXTRA WORK GIVEN IN ARTICLE 104.13 OF THE STANDARD SPECIFICATIONS.
- ANY DAMAGE CAUSED BY THE CONTRACTOR OR HIS SUBCONTRACTORS TO THE EXISTING BITUMINOUS ASPHALT SURFACE AND/OR BASE STRUCTURE ON LOCAL STREETS LEADING TO OR ASSOCIATED WITH THIS PROJECT SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE OWNER.
- THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL REMOVED MATERIALS FROM THE PROJECT SITE. THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE DISPOSAL OF DEBRIS AND CONSTRUCTION MATERIALS IN AN APPROPRIATE MANNER AND AT AN APPROVED, PERMITTED LOCATION. THE CONTRACTOR WILL BE RESPONSIBLE FOR COMPLIANCE WITH APPLICABLE LAWS OR ORDINANCES REGARDING MATERIAL TYPE AND DISPOSAL SITE. DISPOSAL OF CONSTRUCTION MATERIALS AND DEBRIS IS SPECIFIED IN SUB ARTICLES 206.4(g) AND 201.03(d) OF THE STANDARD SPECIFICATIONS.
- PRIOR TO REMOVING ANY TRAFFIC SIGNAL EQUIPMENT, THE CONTRACTOR SHALL COORDINATE WITH THE CITY TRAFFIC ENGINEER, JENNIFER WHITE (251-208-2960), TO INITIATE A 90-DAY "FLASHING RED" PERIOD FOR EACH SIGNAL.
- PAY ITEM 710C-000, REMOVAL OF EXISTING ROADWAY SIGNS, SHALL INCLUDE REMOVAL AND DISPOSAL OF THE SIGNS NOTED TO BE REMOVED AS WELL AS RELOCATION OF REMOVED SIGNS.
- PROPOSED STREET NAME SIGNS AS DEPICTED IN THE PLAN SHEETS SHALL BE PROVIDED BY THE CITY OF MOBILE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION OF THE STREET NAME SIGNS. THE COST OF INSTALLATION SHALL BE SUBSIDIARY TO PAY ITEM SP-004.
- THE CONTRACTOR SHALL CONTACT THE MOBILE POLICE DEPARTMENT, (251) 208-1781, PRIOR TO REMOVAL OF THE EXISTING LICENSE PLATE READER (LPR) DEVICES AND ASSOCIATED POWER CONNECTS FROM EXISTING MAST ARMS OR LIGHT POLES.

2025-04-02 REV 11
ADDED PROJECT NOTE

04/07/2025



RESPONSIBLE PEI		SUPERVISOR		DESIGNER		PLAN SUBMITTAL	MOBILE COUNTY		NOT TO SCALE	SHEET TITLE	
DATE:		DATE:		DATE:		100%				PROJECT NOTES	V
Project: 1144603 - Downtown Street Rehabilitation - Signalization - Signalization Assembly Traffic Signal Assembly (2025) (100% Plans)											

PROJECT DETAIL

2025-04-02 REV 1: ADDED PROJECT
DETAIL FOR TYPICAL POWER SERVICE

NOTES:

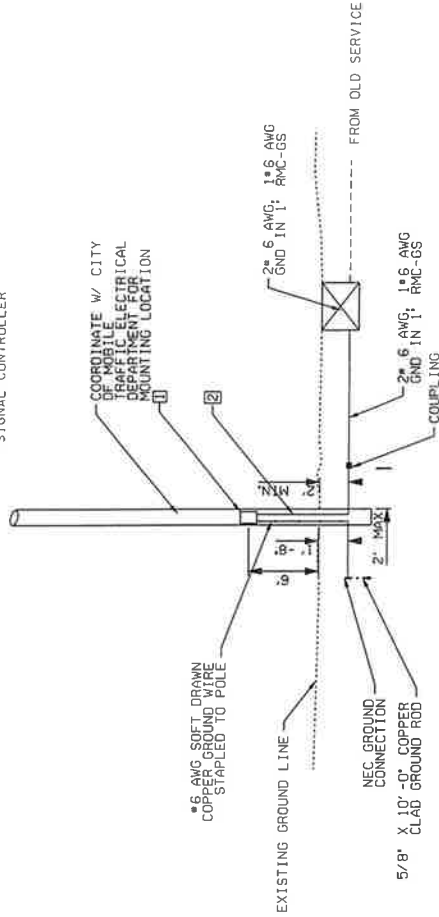
1. OVERHEAD RUNS OF POWER CONDUCTORS AND SIGNAL CONDUCTORS FROM A PROPOSED OR EXISTING POWER POLE, DIRECT TO THE METAL TRAFFIC SIGNAL POLE SHALL NOT BE PERMITTED.
2. WOOD POLE SHALL BE CLASS III 36-FOOT SOUTHERN PINE CONFORMING TO THE REQUIREMENTS OF SECTION 890.10(b)(1).
3. IF METALLIC CONDUIT IS USED FOR GROUNDING, THE CONDUIT MUST BE BONDED TO THE REQUIREMENTS OF THE NEC.
4. IF THE CONDUIT CANNOT BE TURNED UP INSIDE OF THE ADJACENT POLE BASE, THEN NON-METALLIC CONDUIT SHALL BE USED FOR ANY CONDUITS EXPOSED ABOVE GRADE.
5. PAYMENT FOR CONSTRUCTION OF THE NEW SERVICE SHALL BE A SUBSIDIARY OBLIGATION TO THE APPROPRIATE 730A PAY ITEM.

ABBREVIATIONS

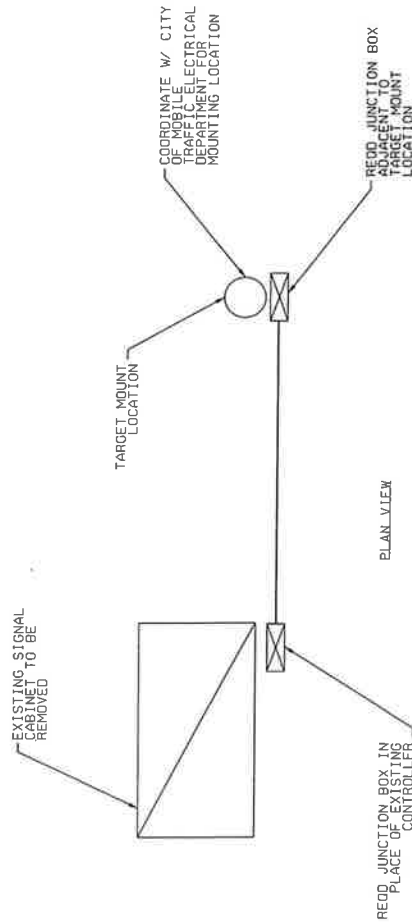
AWG = AMERICAN WIRE GAUGE
MAX = MAXIMUM
MIN = MINIMUM
HZ = HERTZ
V = VOLTS
A = AMPERES
GRC = GALVANIZED RIGID CONDUIT
Ø = PHASE

LEGEND

- 1 - OUTDOOR 60A, 120/240V, SINGLE PHASE, 3-WIRE, LOADCENTER WITH CO MAIN BUSBAR AND COMPLETE WITH 1 - 30A CIRCUIT BREAKER AND 3-WIRE LOCKING PADLOCK AND KEY #3210
- 2 - 1 - 120 VOLT POWER SERVICE IN 1" RMC-GS AS FOLLOWS:
2 #6 AWG INSULATED AND 1 #6 AWG STRANDED BARE GND FOR THE SIGNAL CONTROLLER



POWER SOURCE DETAILS FOR SIGNALS



04-07-2025



RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	CITY OF MOBILE	NOT TO SCALE	SHEET TITLE	PROJECT DETAIL
DATE:	DATE:	DATE:	100%				
Project#1144603 - Newcomer Street Signalization - Newcomer Street Signalization Assembly, Traffic Signal Mounting, 40' x 40' x 40'							

TRAFFIC CONTROL PLAN - SEQUENCE OF CONSTRUCTION

REFERENCE PROJECT NO.	FISCAL YEAR
1144603.000	2025

NOTES:

1. CONTRACTOR SHALL COORDINATE THE SCHEDULE FOR EACH TRAFFIC REMOVAL WITH THE CITY OF MOBILE PRIOR TO COMMENCING DEMO OPERATIONS.
2. CONTRACTOR SHALL FOLLOW THE REQUIREMENTS OF MUTCD, LATEST EDITION, FOR ADVANCED WARNING SIGNAGE AND ANY REQUIRED LANE CLOSURES.
3. ATTENTION IS DRAWN TO THE FACT THAT THIS WORK WILL BE PERFORMED UNDER TRAFFIC CONDITIONS REQUIRING SPECIAL CARE TO EXPEDITE THE WORK AND PREVENT UNDUE HAZARDOUS CONDITIONS. TRAFFIC CONTROL PLAN IS THE RESPONSIBILITY OF THE CONTRACTOR IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). SPECIFIC AREAS WILL BE IDENTIFIED BY THE CITY OF MOBILE. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL CONTRACTOR EMPLOYEES WHO ARE EXPOSED TO THE RISKS OF MOVING ROADWAY TRAFFIC OR CONSTRUCTION. CONTRACTOR SHALL WEAR APPROPRIATE MEETING THE STANDARDS OF ANSI 107-2004 CLASS 3. THE CITY TRAFFIC ENGINEER OR HIS DESIGNEE SHALL HAVE THE RIGHT TO SUSPEND WORK PERFORMANCE OF A CONTRACTOR FOUND TO BE IN NON-COMPLIANCE ON A PARTICULAR WORKSITE.
4. THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL SCHEME FOR THE CITY TRAFFIC ENGINEER'S APPROVAL PRIOR TO COMMENCEMENT OF ANY WORK ON THIS PROJECT. THE SCHEME SHALL BE IN ACCORDANCE WITH THE PROVISIONS AND REQUIREMENTS AS DESIGNATED IN ITEM 740 AND ARTICLE 104.04 OF THE STANDARD SPECIFICATIONS. THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, 2024 EDITION, AND OTHER REQUIREMENTS SET FORTH BY THE CITY TRAFFIC ENGINEER. THERE SHALL BE NO DIRECT PAYMENT FOR SAID TRAFFIC CONTROL PLAN PREPARATION. THE CONTRACTOR SHALL RESTORE THE EXISTING TRAFFIC MECHANISMS TO ORIGINAL CONDITION.

CONSTRUCTION
PHASE I

- INSTALL ALL APPLICABLE TRAFFIC CONTROL DEVICES
- INSTALL ALL EROSION CONTROL DEVICES AND COORDINATE WITH THE PROJECT ENGINEER FOR APPROVAL PRIOR TO BREAKING GROUND.

TRAFFIC
PHASE I

TRAFFIC NOT AFFECTED
TRAFFIC NOT AFFECTED

PHASE II

- REMOVAL OF EXISTING TRAFFIC SIGNALS:

THE CONTRACTOR SHALL COORDINATE WITH THE CITY OF MOBILE TO FLASH ALL TRAFFIC SIGNALS TO BE REMOVED "RED" FOR A PERIOD OF 90 DAYS PRIOR TO REMOVING. CONTRACTOR SHALL COORDINATE WITH THE ENGINEER AND THE CITY OF MOBILE PRIOR TO REMOVING ANY TRAFFIC SIGNALS.

PRIOR TO THE COMPLETION OF THE 90-DAY FLASHING PERIOD, THE CONTRACTOR SHALL INSTALL THE REQUIRED STOP SIGNS.

AFTER THE 90 DAY FLASHING PERIOD IS COMPLETE AND THE REQUIRED SIGNAGE HAS BEEN INSTALLED, THE CONTRACTOR SHALL REMOVE THE TRAFFIC SIGNAL POLES AND EQUIPMENT.

INSTALL LANE CLOSURES
WITH FLAGMEN AS
NEEDED

PHASE III

- COMPLETE ANY REMAINING ITEMS OF WORK AND REMOVE CONSTRUCTION TRAFFIC CONTROL DEVICES.

CONSTRUCT UNDER TRAFFIC

ESTIMATED QUANTITIES			
ITEM NUMBER	DESCRIPTION	UNIT	BASE BID QUANTITY BID OR SPECIAL DWS NO.
740B-000	CONSTRUCTION SIGNS	30 FT	1000
740D-000	CHANNELIZING DRAINS	EACH	50
740E-000	CONES (36 INCHES HIGH)	EACH	150
740F-002	BARRICADES, TYPE III	EACH	10
740I-002	WARNING LIGHTS, TYPE B	EACH	10
740M-001	BALLAST FOR CONE	EACH	150

*TRAFFIC CONTROL ITEMS SHALL BE USED AS NEEDED. QUANTITIES PROVIDED ARE ESTIMATES.

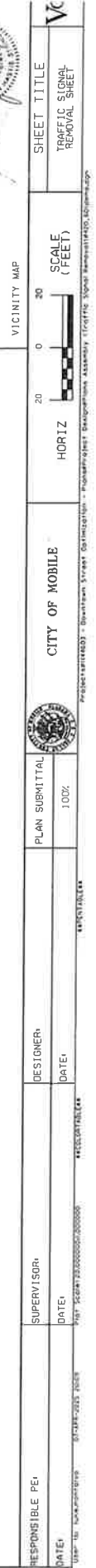
04-07-2025



RESPONSIBLE PE DATE: 04-07-2025	SUPERVISOR DATE: 04-07-2025	DESIGNER DATE: 04-07-2025	PLANNING 100%	CITY OF MOBILE	NOT TO SCALE	SHEET TITLE TRAFFIC CONTROL PLAN - SEQUENCE OF CONSTRUCTION
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REFERENCE PROJECT NO	FISCAL YEAR
1144603.000	2025

2025-04-02 REV 1: REMOVED NOTE 2



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Certifications, Affidavits, & Project Closeout Attachment D

Project Addendums Attachment E

Project Plan Sheets.....Attachment F

ITEM I
ADVERTISEMENT FOR BIDS

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, April 9, 2025 and then publicly opened and read in the Government Plaza Atrium, Ground Floor, for constructing:

Project No. 2025-2060-04
Downtown Street Optimization – Removal of Traffic Signals
City of Mobile
Mobile, Alabama

At the specified time, all bids will be publicly opened and read aloud. The opening will be held at 205 Government Street, Government Plaza, Atrium, Ground Floor.

A mandatory pre-bid meeting will be held on Wednesday, April 2, 2025 at (2:30 p.m.) local time at City of Mobile Traffic Engineering Department Conference Room, 852 Gayle Street, Mobile, Alabama for the purpose of briefing prospective bidders and DBE's about this project. All prospective bidders are required to attend.

Major items of work include the removal of existing traffic signals at various City of Mobile intersections in the downtown area.

The project shall be completed within 150 Calendar Days of the Issuance of Notice to Proceed. Liquidated Damages for this project shall be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all the latest additions and modifications of the Engineering Department for the City of Mobile.

A Disadvantaged Business Enterprise (DBE) goal of 15% has been established for this project. The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53. As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with their proposal on the forms provided herein:

- (1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- (2) A description of the work that each DBE firm will perform;
- (3) The dollar amount of the participation of each DBE firm listed under (1)
- (4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under item (1) to meet the Owner's project goal;
- (5) If Bidder or Offeror cannot meet the advertised project DBE goal; evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR Part 26. *Per 49 CFR Part 26.53(b)(3), the Bidder may submit evidence of a good faith effort within five (5) days after the bid opening.*

Plans and specifications may be inspected at no charge online at www.volkert.com, by clicking the "BID INVITATIONS" link at the bottom of the page or from www.questcdn.com by inputting Quest project #9592820 on the website's project search page.

Complete digital plans and contract documents shall be purchased and obtained electronically from Volkert's website, www.volkert.com, by clicking the "BID INVITATIONS" link at the bottom of the page or from www.questcdn.com by inputting Quest project #9592820 on the website's project search page. Please contact QuestCDN customer support at (952) 233-1632 or info@questcdn.com for assistance in membership registration, downloading and working with this digital project information. A payment of \$22.00 will be required to download the plans and contract documents.

The Contractor must purchase and obtain the plans and specifications from the website listed above or obtain them from Volkert in order to submit a bid. Bids must be submitted upon the forms included within the contract documents and specifications. Bids shall include all pages included in the contract Bid Documents. Submission of the entire contract book is required. Guarantee will be required with each bid as follows: At least 5% of the amount of the bid, but in no event more than Ten Thousand Dollars (\$10,000), shall be filed in the form of a certified check or bid bond payable to the City of Mobile.

Contract bond will be required as follows: 100% of the contract price.

Labor and Materials Bond will be required as follows: 100% of the contract price.

Any contractor that desires to bid as a prime contractor must possess an appropriate HS Major Classification or other appropriate specialty classifications per Section 230-X-1-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code at the time of bid opening. No bids will be considered unless the bidder, whether resident or non-resident of Alabama, is properly qualified with the State of Alabama.

No contract will be awarded unless the contractor holds a current and appropriate license from the State Licensing Board for General Contractors, Montgomery, Alabama.

No bid shall be withdrawn after submission of the sealed bid.

The right is reserved to reject any or all bids and waive informalities in the bidding.

Jennifer White, P.E.
City of Mobile Traffic Engineer
Mobile, Alabama

ITEM II

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:

Forms furnished or copies thereof shall be used and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY:

The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:

Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:

The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:

Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:

Security is required to ensure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount \$10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within fifteen (15) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default.

8. BONDS AND INSURANCE:

The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:

Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside "Bid for completion of **Downtown Street Optimization – Removal of Traffic Signals**, City of Mobile Project No. **2025-2060-04**, in the City of Mobile, Alabama".

10. TIME FOR RECEIVING BIDS:

Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after the time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. BIDDERS PRESENT:

At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested who may be present either in person or by representation.

13. AWARD OR REJECTION OF BIDS:

The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

Any contractor that desires to bid as a prime contractor must possess a **Highways & Streets major classification or appropriate specialty classification** per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code at the time of bid opening.

15. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

- a. Failure to comply with any pre-qualification regulations of the Owner if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
- c. Contractor default under previous contracts with the owner.
- d. Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
- e. Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
- f. Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the City Traffic Engineer and request clarification, in writing.

Clarification will be made only by written Addenda sent to all prospective bidders. The City Traffic Engineer will not be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the City Traffic Engineer's written decision indicating the preferred method, materials, or equipment.

18. CONTRACT AND BOND:

The Bidder to whom award is made must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within fifteen (15) working days after the required forms are presented to him for signature.

19. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

- a. **Limitations:** The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before

computing the amount of work required to be performed by the Contractor with his own organization.

- b. **Subcontractor's Status:** A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The City Traffic Engineer may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

- a. **Notice of Intent:** The Contractor shall give the City Traffic Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall give the City Traffic Engineer at least forty-eight (48) hours notice in writing before resuming operations.
- b. **General:** The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City Traffic Engineer. The Contractor shall provide sufficient material, labor, and equipment to ensure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the City Traffic Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the City Traffic Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained, or the Contract may be annulled.

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date: 4/9/2025

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications and the drawings, as prepared by the CITY TRAFFIC ENGINEER, as well as the premises

Project No.: 2025-2060-04
Project: Downtown Street Optimization – Removal of Traffic Signals
Project Description: Removal of Traffic Signals at various City of Mobile Intersections in the Downtown Area

The Bidder further agrees to construct the improvements in **150 calendar days**.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to City of Mobile Traffic Engineering Department, Attention: Jennifer White, whitej@cityofmobile.org. In order to receive consideration, the request must be received before 12:00 p.m. Monday, April 7, 2025. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

BASE BID

DOWNTOWN STREET OPTIMIZATION REMOVAL OF TRAFFIC SIGNALS CITY OF MOBILE PROJECT NUMBER 2025-2060-04

ITEM NO.	BID QTY	UNIT	ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	BASE AMOUNT BID
206C000	1477	SQUARE YARD	REMOVING CONCRETE SIDEWALK FOR <u>Fifty</u> DOLLARS AND <u>zero</u> CENTS	50.00	73,850.00
600A000	1	LUMP SUM	MOBILIZATION <u>One Hundred twenty one Thousand Three Hundred Thirty-Two</u> DOLLARS AND <u>zero</u> CENTS	121,332.00	121,332.00
618A000	1477	SQUARE YARD	CONCRETE SIDEWALK, 4" THICK FOR <u>One Hundred Five</u> DOLLARS AND <u>zero</u> CENTS	105.00	155,085.00
618C001	508	SQUARE FOOT	DETECTABLE WARNING SURFACE FOR <u>Seventy</u> DOLLARS AND <u>zero</u> CENTS	70.00	35,560.00
618D000	245	SQUARE YARD	CURB RAMP FOR <u>Two Hundred Ninety</u> DOLLARS AND <u>zero</u> CENTS	290.00	71,050.00
703A002	600	SQUARE FOOT	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A FOR <u>Eight</u> DOLLARS AND <u>zero</u> CENTS	8.00	4,800.00

ITEM NO.	BID QTY	UNIT	ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	BASE AMOUNT BID
710A160	581	SQUARE FOOT	CLASS 10, ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE XI BACKGROUND) FOR <u>Forty-Eight</u> DOLLARS AND <u>Zero</u> CENTS	48.00	27,888.00
710A170	94	SQUARE FOOT	CLASS 4, ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE IV BACKGROUND) FOR <u>Forty-Two</u> DOLLARS AND <u>Zero</u> CENTS	42.00	3,948.00
710C000	1	LUMP SUM	REMOVAL OF EXISTING ROADWAY SIGNS FOR <u>Eighteen Thousand</u> DOLLARS AND <u>Zero</u> CENTS	18,000.00	18,000.00
730A002	1	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (ST ANTHONY ST @ ST JOSEPH ST) FOR <u>Ten Thousand</u> DOLLARS AND <u>Zero</u> CENTS	10,000.00	10,000.00
730A003	1	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (ST ANTHONY ST @ ROYAL ST) FOR <u>Ten Thousand</u> DOLLARS AND <u>Zero</u> CENTS	10,000.00	10,000.00
730A004	1	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (ST LOUIS ST @ WASHINGTON AVE) FOR <u>Ten Thousand</u> DOLLARS AND <u>Zero</u> CENTS	10,000.00	10,000.00
730A005	1	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (ST LOUIS ST @ JACKSON ST) FOR <u>Ten Thousand</u> DOLLARS AND <u>Zero</u> CENTS	10,000.00	10,000.00

ITEM NO.	BID QTY	UNIT	ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	BASE AMOUNT BID
730A006	1	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (ST LOUIS ST @ CONCEPTION ST) FOR <u>Ten Thousand</u> DOLLARS AND <u>Zero</u> CENTS	10,000.00	10,000.00
730A007	1	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (ST LOUIS ST @ ST. JOSEPH ST) FOR <u>Ten Thousand</u> DOLLARS AND <u>Zero</u> CENTS	10,000.00	10,000.00
730A008	1	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (ST LOUIS ST @ ROYAL ST) FOR <u>Ten Thousand</u> DOLLARS AND <u>Zero</u> CENTS	10,000.00	10,000.00
730A009	1	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (ST MICHAEL ST @ ST JOSEPH ST) FOR <u>Ten Thousand</u> DOLLARS AND <u>Zero</u> CENTS	10,000.00	10,000.00
730A010	1	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (ST MICHAEL ST @ ROYAL ST) FOR <u>Ten Thousand</u> DOLLARS AND <u>Zero</u> CENTS	10,000.00	10,000.00
730A011	1	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (ST FRANCIS ST @ SPRINGHILL AVE) FOR <u>Ten Thousand</u> DOLLARS AND <u>Zero</u> CENTS	10,000.00	10,000.00

ITEM NO.	BID QTY	UNIT	ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	BASE AMOUNT BID
730A012	1	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (ST FRANCIS ST @ SCOTT ST) FOR <u>Ten Thousand</u> DOLLARS AND <u>zero</u> CENTS	10,000.00	10,000.00
730A013	1	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (ST FRANCIS ST @ WASHINGTON AVE) FOR <u>Ten Thousand</u> DOLLARS AND <u>zero</u> CENTS	10,000.00	10,000.00
730A014	1	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (ST FRANCIS ST @ CONCEPTION ST) FOR <u>Thirteen Thousand</u> DOLLARS AND <u>zero</u> CENTS	13,000.00	13,000.00
730A015	1	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (ST FRANCIS ST @ ST. JOSEPH ST) FOR <u>Thirteen Thousand</u> DOLLARS AND <u>zero</u> CENTS	13,000.00	13,000.00
730A016	1	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (ST FRANCIS ST @ ROYAL ST) FOR <u>Ten Thousand</u> DOLLARS AND <u>zero</u> CENTS	10,000.00	10,000.00
730A017	1	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (WASHINGTON AVE @ SPRINGHILL AVE) FOR <u>Ten Thousand</u> DOLLARS AND <u>zero</u> CENTS	10,000.00	10,000.00

ITEM NO.	BID QTY	UNIT	ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	BASE AMOUNT BID
730A018	1	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (WASHINGTON AVE @ DAUPHIN ST) FOR <u>Ten Thousand</u> DOLLARS AND <u>zero</u> CENTS	10,000.00	10,000.00
730A019	1	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DAUPHIN ST @ WARREN ST) FOR <u>Ten Thousand</u> DOLLARS AND <u>zero</u> CENTS	10,000.00	10,000.00
730A020	1	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DAUPHIN ST @ CLAIBORNE ST) FOR <u>Ten Thousand</u> DOLLARS AND <u>zero</u> CENTS	10,000.00	10,000.00
730A021	1	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DAUPHIN ST @ JACKSON ST) FOR <u>Ten Thousand</u> DOLLARS AND <u>zero</u> CENTS	10,000.00	10,000.00
730A022	1	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DAUPHIN ST @ JOACHIM ST) FOR <u>Ten Thousand</u> DOLLARS AND <u>zero</u> CENTS	10,000.00	10,000.00
730A023	1	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DAUPHIN ST @ CONCEPTION ST) FOR <u>Thirteen Thousand</u> DOLLARS AND <u>zero</u> CENTS	13,000.00	13,000.00

ITEM NO.	BID QTY	UNIT	ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	BASE AMOUNT BID
730A024	1	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DAUPHIN ST @ ST JOSEPH ST) FOR <u>Thirteen Thousand</u> DOLLARS AND <u>zero</u> CENTS	13,000.00	13,000.00
730A025	1	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DAUPHIN ST @ ROYAL ST) FOR <u>Ten Thousand</u> DOLLARS AND <u>zero</u> CENTS	10,000.00	10,000.00
730A026	1	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (CONTI ST @ WASHINGTON AVE) FOR <u>Ten Thousand</u> DOLLARS AND <u>zero</u> CENTS	10,000.00	10,000.00
730A027	1	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (CONTI ST @ CONCEPTION ST) FOR <u>Ten Thousand</u> DOLLARS AND <u>zer</u> CENTS	10,000.00	10,000.00
740B000	1000	SQUARE FOOT	CONSTRUCTION SIGNS FOR <u>Eight</u> DOLLARS AND <u>zero</u> CENTS	8.00	8,000.00
740D000	50	EACH	CHANNELIZING DRUMS FOR <u>Forty-Eight</u> DOLLARS AND <u>zero</u> CENTS	48.00	2,400.00
740E000	150	EACH	CONES (36 INCHES HIGH) FOR <u>Eighteen</u> DOLLARS AND <u>zero</u> CENTS	18.00	2,700.00

ITEM NO.	BID QTY	UNIT	ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	BASE AMOUNT BID
740F002	10	EACH	BARRICADES, TYPE III FOR <u>Two Hundred Fifteen</u> DOLLARS AND <u>zero</u> CENTS	215.00	2,150.00
740I002	10	EACH	WARNING LIGHTS, TYPE B FOR <u>Seventy-Five</u> DOLLARS AND <u>zero</u> CENTS	75.00	750.00
740M001	150	EACH	BALLAST FOR CONE FOR <u>zero</u> DOLLARS AND <u>One</u> CENTS	0.01	1.50
750D200	15	EACH	ELECTRICAL JUNCTION BOX, TYPE 1 FOR <u>One Thousand Seven Hundred</u> DOLLARS AND <u>zero</u> CENTS	1,700.00	25,500.00
750E115	780	LINEAR FOOT	CONDUIT, 2 INCH, RIGID NONMETALLIC FOR <u>Eighteen</u> DOLLARS AND <u>zero</u> CENTS	18.00	13,500.00 14,040
750F024	1794	LINEAR FOOT	CONDUCTOR, #6 AWG FOR <u>Four</u> DOLLARS AND <u>zero</u> CENTS	4.00	7,176.00
750K020	1	LUMP SUM	MODIFICATION OF ROADWAY LIGHTING FOR <u>Nine Thousand</u> DOLLARS AND <u>zero</u> CENTS	9,000.00	9,000.00

ITEM NO.	BID QTY	UNIT	ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	BASE AMOUNT BID
756A022	780	LINEAR FOOT	4" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION FOR <u>Ninety-Three</u> DOLLARS AND <u>zero</u> CENTS	93.00	72,540.00
SP-004	69	EACH	TYPE B DECORATIVE SIGN POST FOR <u>Two thousand three hundred</u> DOLLARS AND <u>zero</u> CENTS	2,300.00	158,700.00
TOTAL BASE BID				\$1,085,930.50	

\$1,086,470.50

Base Bid

Total (All items listed in Proposal) \$ ~~1,085,930.50~~ **\$1,086,470.50**

Written in words: ~~One million, eighty-five thousand, nine hundred thirty dollars and fifty cents~~
One million, eighty-six thousand, four hundred seventy dollars and fifty cents

Number of calendar days to complete: 150

Signature of Bidder _____
(If a firm or individual)

Address of Bidder 3835 Gordon John Drive Mobile,
AL 36693

By _____

Signature of Bidder M'Elhenny Construction G. LLC
(If a Corporation)

By [Signature]
President

Business Address PO Box 1409
Theodore, AL 36590

[Signature]
Secretary

Business Address PO Box 1409
Theodore, AL 36590

[Signature]
Treasurer

Business Address PO Box 1409
Theodore, AL 36590

(Corporate Seal)

Name of State under the Laws of which
the Corporation was chartered:

ATTEST: [Signature]
Secretary

AL-49555
State License Number

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That McElhenney Construction Company, LLC
(Name of Contractor)
3835 Gordon John Drive, Mobile, AL 36693
(Address)
as Principal, and Western Surety Company
(Name of Surety)
151 N. Franklin Street, Chicago, IL 60606
(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is \$10,000) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for **Downtown Street Optimization – Removal of Traffic Signals**, City of Mobile Project Number **2025-2060-04**.

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed \$10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered April 9, 2025 (Date)
McElhenney Construction Company, LLC
By: [Signature] (Contracting Firm)
Witness as to Principal by: [Signature] (SEAL)
Western Surety Company (Name of Surety)

COUNTERSIGNED:

Alabama Resident Agent

Billie Jo Sanders
Billie Jo Sanders, Attorney-in-Fact

By Billie Jo Sanders
Billie Jo Sanders, AL Resident Agent No. 44278

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Paul B Scott Jr., Renee Ellis, Milton A Kopf III, David J Durden, Joshua Price, Lydia Nations, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 11th day of August, 2024.



WESTERN SURETY COMPANY

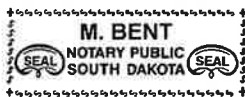
Larry Kasten, Vice President

State of South Dakota } ss
County of Minnehaha }

On this 11th day of August, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 9th day of April, 2025.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That _____
(Name of Contractor)

(Address)

as Principal, and _____
(Name of Surety)

(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is \$10,000) lawful money of the United States, for the payment of which sum, well and truly to be make, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for **Downtown Street Optimization – Removal of Traffic Signals**, City of Mobile Project Number **2025-2060-04**.

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed \$10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered _____ (Date)

(Contracting Firm)

Witness as to Principal by: _____ (SEAL)

(Name of Surety)

COUNTERSIGNED: _____

Alabama Resident Agent By _____

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we McElhenney Construction Company, LLC

 as Principal and Western Surety Company

as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of

One Million, Eighty Six Thousand, Four Hundred Seventy and 50/100

Dollars (\$ 1,086,470.50) lawful money of the United States, for the payment of which sum 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 Oblige, dated _____, 20____ (hereinafter called the Contract) for **Downtown Street Optimization – Removal of Traffic Signals**, City of Mobile Project Number **2025-2060-04** which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, 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 addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the CONTRACTOR arising out of or in connection with the said Contract, then the above obligation 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 projection 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 CITY, in which the work provided for in said Contract is to be performed or in any CITY in which said Principal or 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 the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted, and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Mobile, Mobile County, State of Alabama, or his successor or representative, as the agent of each of them to receive and accept services 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.

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under 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 one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this _____ day of _____, 20_____.

Individual Principals sign here

_____(SEAL)

_____(SEAL)

_____(SEAL)

In the presence of:

McElhenney Construction Company, LLC
(Corporate Name)

BY: 
(Signature)

ITS: President
(Title)

ATTEST: 
(Signature)

ITS: P.M.

Western Surety Company
(Surety sign here)(Corporate name)

BY: 
(Signature)

ITS: Billie Jo Sanders, Attorney-in-Fact
(Title)

ATTEST: 
(Signature) Connie Smith

ITS: Witness
(Title)

Corporate Seal

ITEM VI

PERFORMANCE BOND

McElhenney Construction Company, LLC

(Name of Contractor)

a Corporation , Partnership , or Individual (underline correct legal title of Contractor),
hereinafter called the "Principal", and

Western Surety Company, 151 N. Franklin Street, Chicago, IL 60606

(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", the sum of One Million, Eighty Six Thousand,

Four Hundred Seventy and 50/100 Dollars (\$ 1,086,470.50),

for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means a written agreement with said Oblige, dated _____, 20____, entered into a Contract with the Owner for **Downtown Street Optimization – Removal of Traffic Signals**, City of Mobile Project Number **2025-2060-04** which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this _____ day of _____, 20____.

Individual Principals sign here

_____(SEAL)

_____(SEAL)

_____(SEAL)

In the presence of:

McElhenney Construction Company, LLC
(Corporate Name)

BY: [Signature]
(Signature)

ITS: President
(Title)

ATTEST: [Signature]
(Signature)

ITS: P.M.

Western Surety Company
(Surety sign here)(Corporate name)

BY: [Signature]
(Signature)

ITS: Billie Jo Sanders, Attorney-in-Fact
(Title)

ATTEST: [Signature]
(Signature) Connie Smith

ITS: Witness
(Title)

Corporate Seal

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, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such 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, include 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, or national origin.
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 workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.
4. In the event of the CONTRACTOR's non-compliance with the non-discrimination 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. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Paul B Scott Jr., Renee Ellis, Milton A Kopf III, David J Durden, Joshua Price, Lydia Nations, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 11th day of August, 2024.



WESTERN SURETY COMPANY

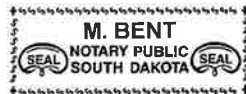
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 11th day of August, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ day of _____, 2025.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.



MCELCON-01

KCROSBY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/15/2025

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

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

PRODUCER PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	CONTACT NAME: Rachel Hutto		
	PHONE (A/C, No, Ext): (334) 386-3608	FAX (A/C, No):	
	E-MAIL ADDRESS: rhutto@turnerfirst.com		
INSURED McElhenney Construction Co., LLC P.O. Box 1409 Theodore, AL 36590	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Zurich American Insurance Co.		16535
	INSURER B : Scottsdale Insurance Co.		41297
	INSURER C : Transguard Insurance Company of America		28886
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU Included ☒ Contractual Liab Inc GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	GLO3538202-02	7/1/2024	7/1/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							EBL Aggregate	\$ 1,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	X	X	BAP3538203-02	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	X	X	XLS2004610	7/1/2024	7/1/2025	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC3538201-02	7/1/2024	7/1/2025	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Leased/Rented			IMP4001354-01	7/1/2024	7/1/2025	\$2,500 Ded/Per Item	400,000
C	Scheduled Equipment			IMP4001354-01	7/1/2024	7/1/2025	\$2,500 deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Downtown Street Optimization - 2025-2060-04

City of Mobile is named additional insured on a primary and noncontributory basis as respect General Liability, Automobile Liability, and Umbrella Liability where required by written contract. A waiver of subrogation applies in favor of City of Mobile as respect General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation where required by written contract. Thirty (30) days written notice of cancellation applies where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
9th Floor South Tower
205 Government Street
Mobile, AL 36644

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

ITEM VII **INSURANCE**

Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

The contractor shall name the City of Mobile as an additional insured.

1. **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.

2. **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 Contractor.

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.

3. **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.

4. **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.

5. 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) .

- a. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
- b. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured
- c. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.
- d. 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.
- e. Certificates of Insurance - General - Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile. A sample Certificate of Liability Insurance form, including the policy endorsement requirements is attached for Contractor's reference.

Additional Insured – Automatic – Owners, Lessees Or Contractors



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 3538202 - 02

Effective Date: 07/01/2024

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a.** The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b.** The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1)** Your ongoing operations, with respect to Paragraph **1.a.** above; or
- (2)** "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

- (a)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a.** The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b.** The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is 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:

- (a) Your ongoing operations, with respect to Paragraph **2.a.** above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- 3.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is 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, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

- 4.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, 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 failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; 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.

All other terms, conditions, provisions and exclusions of this policy remain the same.



Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l Prem.	Return Prem.
GLO 3538202 - 02	07/01/2024	07/01/2025		09798000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

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.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: McElhenney Construction Company, LLC

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

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.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured: McElhenney Construction Company, LLC

Endorsement Effective Date:

SCHEDULE

Insurance Company: Zurich American Insurance Company

Policy Number: BAP 3538203 - 02

Effective Date: 07/01/2024

Expiration Date: 07/01/2025

Named Insured: McElhenney Construction Company, LLC

Address: 3835 Gordon John Drive
Mobile, AL 36693-5202

Additional Insured (Lessor): ALL LESSORS

Address:

Designation Or Description Of "Leased Autos": ALL LEASED AUTOS

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:
 - (a) **Limitations:** The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.
 - (b) **Subcontractor's Status:** A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Traffic Engineer, as in the case of an employee.
2. The contractor shall not sublet the contract or any portion thereof without written permission from the City Traffic Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.
3. The City Traffic Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:
 - (a) Uncompleted work which, in the judgment of the City Traffic Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.
 - (b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.
 - (c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered

as outlined in Sub article 108.04(e) Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification applies to bidding as a prime contractor or doing any subcontract work for a prime contractor.

(d) The Owner reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

4. **The successful bidder shall make every reasonable effort to have at least fifteen (15%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form must be submitted with the bid documents.**
5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the City Traffic Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
6. In said specifications, where the words "State of Alabama", "Governor", "State", "State Highway Department", "Director", etc. appear substitute "City of Mobile Traffic Engineering Director, acting by and through its Mayor".
7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.
8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.
9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.
10. Failure to complete the work in this contract within the time stipulated will result in a deduction in money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Traffic Engineer.
13. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Traffic Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Traffic Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.
14. The contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable specifications of Items 104 and 107. There will be no compensation for this work.
15. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.
16. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).
17. The Contractor shall submit a Traffic Control Scheme for the City Traffic Engineer's approval prior to commencement of any work on this project. The scheme shall be in full compliance with all the provisions and requirements as designated in Item 740 and Article 104.04 of the Standard Specifications, the Manual on Uniform Traffic Control Devices, 2024 Edition, and other requirements set forth by the City Traffic Engineer. There shall be no direct payment for said traffic control plan preparation or for items in Section 740. The Contractor shall restore existing traffic mechanisms to original condition.
18. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.

19. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.
20. The contractor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for the disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Sub articles 206.4(c) and 201.03(d) of the Standard Specifications.**
21. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.
22. It is the sole responsibility of the Contractor to protect his/her equipment. The City shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.
23. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.
24. The contractor shall be responsible for implementing and maintaining any and all necessary environmental control measures in accordance with all Local, State, and Federal laws and requirements. This includes protection from concrete surface preparations, erosion and sediment controls, as well as a result from any other construction related activities. There will be no direct payment for the materials, equipment, labor or other incidentals required to fulfill this requirement, shall be subsidiary of Item No. 600A, Mobilization.
25. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.
26. All projects and construction sites 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; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control. Any fines, penalties, or judgments assessed to City of Mobile, its agents or representatives due to inadequately installed or

maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the City of Mobile or its agents from all claims resulting, all or in part, from inadequately installed or maintained erosion control.

27. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department. Based on specific locations, work at night or weekends may be necessary.
28. Attention is drawn to the fact that this work will be performed under traffic conditions requiring special care to expedite the work and prevent undue hazardous conditions. Traffic control will be the responsibility of the Contractor in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). Specific areas will require different levels of traffic control as indicated in the MUTCD. All Contractor employees who are exposed to the risks of moving roadway traffic or construction equipment must wear high-visibility apparel meeting the standards of ANSI 107-2004 Class 3. The City Traffic Engineer or his designee shall have the right to suspend work performance of a Contractor found to be in non-compliance on a particular worksite.
29. All workmanship shall be of a professional quality and standard as generally accepted in the trade. All workmanship is subject to inspection and approval by the City Traffic Engineer, or his designee.
30. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the City Traffic Engineer.
31. **The Contractor will be responsible for contacting the City Traffic Engineer or his designee daily to discuss the proposed work schedule for the day. This should be done at either the beginning of the day or end of the day to cover the previous day's work or the next day's work schedule. Projections for the following week should be communicated by Thursday of the preceding week. If no work is anticipated for a one-week period, the Contractor must notify the City Traffic Engineer or his designee by Tuesday morning of said week. Telephone or email communication is acceptable for notifications.**

ITEM IX
ARTICLES OF AGREEMENT

**STATE OF ALABAMA
COUNTY OF MOBILE
CITY OF MOBILE)**

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this _____ day of _____, 2025, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and McElhenney Construction Co., LLC, party of the second part.

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name:	Downtown Street Optimization – Removal of Traffic Signals
Project No:	2025-2060-04
Project Description:	Removal of Traffic Signals at various City of Mobile Intersections in the Downtown Area

City of Mobile Project Number **2025-2060-04**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total \$ 1,086,470.50) in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:

(2) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

(4) 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 Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, these Articles of Agreement, notice to proceed, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid for Alabama Department of Transportation projects at the time of the bid opening to be considered a valid bidder for this project.

CITY TRAFFIC ENGINEER:

(6) Whenever the word "CITY TRAFFIC ENGINEER" is used, it shall refer to the TRAFFIC ENGINEERING DIRECTOR for the City of Mobile or his appointed assistant.

AUTHORITY OF THE CITY TRAFFIC ENGINEER:

(7) The CITY TRAFFIC ENGINEER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

The CITY TRAFFIC ENGINEER shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

DUTIES OF THE CONTRACTOR:

(8) The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2022 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY TRAFFIC ENGINEER or as noted herein.

ARBITRATOR:

(9) Both parties to this contract hereby agree that the CITY TRAFFIC ENGINEER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the CITY TRAFFIC ENGINEER in all such cases shall be final.

STANDARD SPECIFICATIONS:

(10) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, a copy of which is on file in the office of the CITY ENGINEER.

WAGE SCALE:

(11) The CONTRACTOR will be required to pay the prevailing wage rates for this district that are applicable to the trades engaged in the several different lines of work.

APPOINTMENT AND AUTHORITY OF INSPECTORS:

(12) The CITY TRAFFIC ENGINEER may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the CITY TRAFFIC ENGINEER.

The CITY TRAFFIC ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

(13) Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the CITY Traffic ENGINEER at any time prior to the completion of the work and its acceptance by the CITY TRAFFIC ENGINEER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(14) If the work of any person employed by the CONTRACTOR should appear to the CITY TRAFFIC ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the CITY TRAFFIC ENGINEER.

CHANGES AND EXTRA WORK:

(15) Should the COUNCIL deem it proper or necessary in the execution of the work to make any alterations, which shall increase or diminish the quantities or the expense, such alterations or reductions shall not validate or annul the contract or agreement hereby entered into. The said COUNCIL shall determine the value of the work to be added or omitted; such value to be added to or to be deducted from the contract price as the case may be.

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the CITY TRAFFIC ENGINEER. Said writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:

(16) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this contract, regardless of how it may be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:

(17) All work shall be done according to the direction of the CITY TRAFFIC ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(18) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement and procure all necessary licenses and permits.

SUSPENSION OF WORK:

(19) If, in the opinion of the CITY TRAFFIC ENGINEER, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the CITY TRAFFIC ENGINEER may direct in writing. No allowance will be made

to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the CITY TRAFFIC ENGINEER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

DELAYS:

(20) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY TRAFFIC ENGINEER, it becomes necessary to insure the completion within the limit of time specified to this contract, the CITY TRAFFIC ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY TRAFFIC ENGINEER, to ensue, the CITY TRAFFIC ENGINEER shall notify the COUNCIL of such fact. Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

COMMENCEMENT AND COMPLETION:

(21) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the CITY TRAFFIC ENGINEER and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the CITY, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:

(22) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld.

FINAL ESTIMATE:

(23) Upon the final completion of the work according to the terms of these Articles of Agreement, the City Traffic Engineer shall inspect all work and materials not previously accepted and returned. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the CONTRACTOR and rendered to the CITY. Upon receipt of the

Contractor's certification of project completion, the City Traffic Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish to the City Traffic Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

E-VERIFY:

(24) 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.

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

PROHIBITION OF BOYCOTTING:

(25) By signing this contract, the CONTRACTOR represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

NONDISCRIMINATION CLAUSE:

(26) The 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.

SIGNATURE:

IN WITNESS WHEREOF, the parties to these present have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

CITY OF MOBILE

BY: _____
ITS MAYOR

ATTEST:

BY: _____
CITY CLERK

CONTRACTOR:

AN INDIVIDUAL

WITNESSES:

McElhenney Construction Co., LLC.

CONTRACTOR: (IF CORPORATION)

BY: 
ITS PRESIDENT

ATTEST: 

ITS SECRETARY

CORPORATE SEAL

DATE

STATE OF ALABAMA }

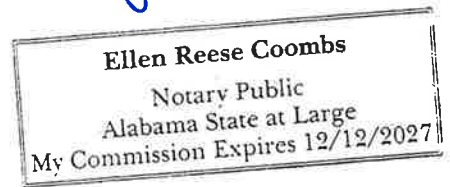
COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that
Josh McElhenny whose name is signed to the foregoing instrument in the capacity
of President of McElhenny Construction LLC and who is known to me,
acknowledged before me on this day that, being informed of the contents of the instrument, he
executed the same voluntarily on the day and date the same bears date.

Given under my hand and official seal of office this the 22 day of May, 2025.

Ellen Reese Coombs

NOTARY PUBLIC My Commission Expires: 12/12/27



ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, shall be amended as follows:

1. SECTION 105.06 COOPERATION BY THE CONTRACTOR (b) CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION SHALL BE AMENDED TO INCLUDE THE FOLLOWING:

If requested by the CITY TRAFFIC ENGINEER, Contractor shall provide resume or other information necessary to ensure that project superintendent is experienced in associated work items. At the request of the CITY TRAFFIC ENGINEER in writing, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against City of Mobile or its agents.

2. SECTION 108.01 SUBLETTING AND ASSIGNMENT (a) SUBLETTING; PARAGRAPH 1 LIMITATIONS OF THE EXTENT OF SUBLETTING SHALL BE AMENDED TO INCLUDE THE FOLLOWING:

The CITY TRAFFIC ENGINEER reserves the right to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the CITY. Furthermore; the CITY TRAFFIC ENGINEER may require a list of references from local Contractors, Project Engineers or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. SECTION 109.07 PARTIAL PAYMENT SHALL BE REPLACED WITH THE FOLLOWING:

Once each month the CONTRACTOR will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions. The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

4. ITEM SP-004 – TYPE B DECORATIVE SIGN POSTS

Material Requirements

The sign post material shall be per the details shown in the construction plans.

The concrete foundation material shall meet the ALDOT standards for Class A concrete.

Construction Requirements

The sign posts shall be installed as per the details shown in the construction plans.

The concrete foundation shall be installed per the details in the construction plans.

Method of Measurement

The number of Type B Decorative Sign Posts (SP-004) complete in place and accepted will be the sum of each of the posts shown on the plans.

Basis of Payment

The accepted each of Type B Decorative Sign Posts (SP-004), measured as provided above, will be paid for at the contract unit price bid which shall be full compensation for the item complete in place and includes the installation of the post and foundation and for all materials, equipment, tools labor and incidentals necessary to complete the work.

PAYMENT WILL BE MADE UNDER ITEM NO.:
Item SP-004 Type B Decorative Sign Post – per each

No Payment for stored material will be included on the monthly estimates.

ATTACHMENT A

CONTRACTORS INSURANCE CERTIFICATIONS

ATTACHMENT B

CITY OF MOBILE

SUBCONTRACTING PLAN AND DBE UTILIZATION REPORT



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

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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	McElhenney Construction Company, LLC
Address	P.O. Box 1409 Theodore, AL 36590
Telephone	251-973-0030
E-Mail	drew@mcElhenneyconst.com

RFP/RFQ Solicitation Number	2025-2060-04
Project Description	Downtown Street Optimization - Removal of Traffic Signals
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 31 Female 5 Minority 16 Non-minority 20 Vets
Total # of Employees	36

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Drew Windham
Signature: Drew Windham Date: 4/9/2025
Title: P.M. / Estimator

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: Drew Windham Title: P.M. / Estimator
E-mail: Phone: drew@mcElhenneyconst.com

U.S. DEPT. OF JUSTICE

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 # 2025-1060-04 Your Bid/Proposal Amount \$ 1,085,930.50

Description Downtown Street Optimization - Removal of Traffic Signals

Name of Bidder/Proposer: McElhenney Construction Company, LLC

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

[illegible]



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: McElhenney Construction Company, LLC Phone 251-973-0030 Email drew@mcclennanconstruction.com
Contact Person: Drew Windham

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. _____

Suggestions or comments to improve this program. _____

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity

Via email: archniquekidd@cityofmobile.org

or

P.O. Box 1948

Mobile, AL 36633

CONTRACTOR:		Certified DBE:		YES	NO	Contract Start Date:	
DESCRIPTION:		Estimated Completion Date:					
This report is for the month of: JAN FEB MARCH APR MAY JUNE JULY AUG SEPT OCT NOV DEC FINAL _____ (CHECK ONE):							
Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile		OFFICE USE ONLY (Verification)		
\$	\$	\$	\$				
Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.							
DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE		OFFICE USE ONLY (Verification)	
		\$	\$	\$			
		\$	\$	\$			
		\$	\$	\$			
		\$	\$	\$			
TOTALS		\$	\$	\$			

HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____ (Title) _____ (Date)

ATTACHMENT C

E-VERIFY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Josh McElhenney (affiant) who,
being duly sworn says as follows:

President/CEO of McElhenney Construction Co., LLC (MCC)

As a condition for the award of a contract by the City of Mobile to a business entity or employer
that employs one or more employees, I hereby attest that in my capacity as _____

President for MCC that said employer shall not
knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said McElhenney Construction is enrolled in the E-Verify program. The
Company ID Number in the E-Verify program is as follows: 709831.

[Signature]
CEO of McElhenney Construction Co., LLC

Sworn to and subscribed before me this the 9th day of April, 2025.
I certify that the affiant is known to me to be the identical party he or she claims to be.

[Signature]
Signature and Seal of Notary Public

Jennifer Robinson
Notary Public
Alabama State at Large
My Commission Expires 3/11/2029



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THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and McElhenney Construction Company, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
 3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
 4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
 5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
 6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
 7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
 8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
 9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.



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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



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E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



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Approved by:

Employer McElhenney Construction Company, LLC	
Name (Please Type or Print) Josh R McElhenney	Title
Signature Electronically Signed	Date 09/10/2013
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/10/2013



Company ID Number: 709831

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	McElhenney Construction Company, LLC
Company Facility Address	3926 Harmony Ridge Circle East Semmes, AL 36575
Company Alternate Address	PO Box 2584 Semmes, AL 36575
County or Parish	MOBILE
Employer Identification Number	320414254
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



Company ID Number: 709831



Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL

1



Company ID Number: 709831

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Josh R McElhenney
Phone Number	2519730030
Fax	
Email	josh@mcelhenneyconst.com



Company ID Number: 709831



This list represents the first 20 Program Administrators listed for this company.

ATTACHMENT D

CERTIFICATIONS, AFFIDAVITS & PROJECT CLOSEOUT

CONSENT OF SURETY COMPANY
TO FINAL PAYMENT

STATE OF: ALABAMA

COUNTY OF: MOBILE

CITY OF MOBILE

CITY PROJECT NO.: 2025-2060-04

PROJECT NAME: Downtown Street Optimization – Removal of Traffic Signals

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

SURETY: _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this the

_____ day of _____, 20____.

Surety Company

Witness

Signature of Authorized Agent

Title

**CONTRACTOR'S AFFIDAVIT OF
PAYMENT OF CLAIMS & DEBTS**

CITY OF MOBILE

CITY PROJECT NO.: 2025-2060-04

PROJECT NAME: Downtown Street Optimization – Removal of Traffic Signals

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

STATE OF: _____

COUNTY OF: _____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none) _____

Contractor: _____

Subscribed and sworn to before me this _____

____ day of _____, 20____

By: _____

Title: _____

Notary Public: _____

My Commission Expires: _____

CITY OF MOBILE
CONTRACTOR'S CLOSEOUT REQUIREMENTS

The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by City a minimum of once a week for four (4) consecutive weeks.
2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the City.
3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the City.
4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.
6. The Contractor must provide a report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

All the above requirements must be satisfied by the Contractor before final payment can be made.

ATTACHMENT E

PROJECT ADDENDUMS

ADDENDUM NO. 1



PROJECT NO: 2025-2060-04
PROJECT DESCRIPTION: DOWNTOWN STREET OPTIMIZATION – TRAFFIC SIGNAL REMOVAL
PROJECT OWNER: CITY OF MOBILE
OWNER REP / ENGINEER: VOLKERT INC. / JORDAN STRINGFELLOW, P.E.
DATE OF ISSUE: April 7, 2025
RECIPIENT: Meeting Attendees and Plan Holders

ADDENDUM NO. 1

The information included in Addendum No. 1 and attachments hereto shall be considered in preparation of the proposal for the above referenced project and shall be made part of the Contract Documents and Specifications of the above referenced project.

RECEIPT OF THIS ADDENDUM SHALL BE ACKNOWLEDGED BY ATTACHING THE ADDENDUM WITH THE SUBMITTED BID IN APPENDIX E PROJECT ADDENDUMS. FAILURE TO ACKNOWLEDGE THIS ADDENDUM MAY RESULT IN NON-RESPONSIVE PROPOSAL.

PROPOSAL MODIFICATIONS, ITEMS OF CLARIFICATION, RESPONSES

QUESTIONS

1. Will Volkert be providing the concrete testing services?

ANSWER: Yes. Volkert will have a resident project representative on a related resurfacing project in downtown. Please coordinate concrete testing for this with the Volkert representative.

2. On plan sheet #420 at S. Conception St. and Conti St., the drawings call for the existing traffic controller to be retained, but the notes call for the contractor to remove the power from the cabinet. Is this correct?

ANSWER: The traffic control cabinet and the power to the cabinet shall be retained at this location. Note #2 was removed from plan sheet #420 (see revised plan sheet in Appendix A).

ADDENDUM NO. 1



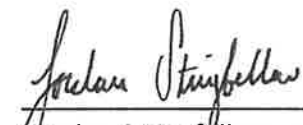
3. There are several locations that call for the cabinets to be removed but show equipment (i.e. luminaires and ptz cameras) that are to be retained and will need power reworked. Can the engineer provide a detailed drawing of a City approved service for each of these locations?

ANSWER: In most cases, the lighting power circuit simply passes through the traffic control cabinet. In this instance, a junction box is all that would be required. However, in the case that a new power service is required, a detail has been provided in the plans. Please refer to plan sheet number 2E for this detail (see attached revised plan sheet in Appendix A). The cost associated with constructing the new service shall be subsidiary to pay item 730A.

4. **GENERAL COMMENT:** Project note #19 was added to plan sheet 2B regarding the requirement for the contractor to contact the Mobile Police Department when removing the existing License Plate Reader (LPR) equipment from the existing mast arms and poles.

Please call with any questions.

Issued By:


Jordan Stringfellow, P.E.
Assistant Vice President

:/lrm

Enclosure:

Cc: Moynur Rahman, P.E., Adam Spence, P.E., Jennifer White, P.E.


Jennings clayton

Appendix A

Revised Plan Sheets

INDEX TO SHEETS

ADDED PROJECT NOTE #19 TO SHEET 281;
ADDED SHEET 281 PROJECT DETAIL FOR TOWNSHIP;
REVISED SHEET NUMBERS FOR PAGES 281 & 282;
REMOVE NOTE #2 FROM PLAN SHEET # 420

SHEET NO.	DESCRIPTION
1	TITLE SHEET
1A	INDEX TO SHEETS
1B	STANDARD AND SPECIAL DRAWINGS
2	PROJECT SCOPE
2A	PLAN SHEET LEGEND
2B	PROJECT NOTES SHEET
2C-2E	PROJECT DETAILS
2F	GENERAL TRAFFIC CONTROL PLAN NOTES
2G	TRAFFIC CONTROL PLAN - SEQUENCE OF CONSTRUCTION
3-30	SUMMARY OF QUANTITIES
4-149	OMITTED
150	SIGNING LAYOUT SHEET LEGEND
151-176	OMITTED
177	SIGNING LAYOUT SHEET
178-182	OMITTED
183	SIGNING LAYOUT SHEET
184	SIGNING LAYOUT SHEET
185	OMITTED
186	SIGNING LAYOUT SHEET
187-189	OMITTED
190	SIGNING LAYOUT SHEET
191	SIGNING LAYOUT SHEET
192	SIGNING LAYOUT SHEET
193	SIGNING LAYOUT SHEET
194-200	OMITTED
201	SIGNING LAYOUT SHEET
202	SIGNING LAYOUT SHEET
203	OMITTED
204	SIGNING LAYOUT SHEET
205-209	OMITTED
210	SIGNING LAYOUT SHEET
211-212	OMITTED
213	SIGNING LAYOUT SHEET
214	SIGNING LAYOUT SHEET
215-216	OMITTED
217	SIGNING LAYOUT SHEET
218	SIGNING LAYOUT SHEET
219	OMITTED
220	SIGNING LAYOUT SHEET
221	OMITTED
222	SIGNING LAYOUT SHEET
223-225	OMITTED
227	SIGNING LAYOUT SHEET
228-306	OMITTED

SHEET NO.	DESCRIPTION
399	TRAFFIC SIGNAL REMOVAL SHEET LEGEND & NOTES
400	OMITTED
401	TRAFFIC SIGNAL REMOVAL SHEET (ST. ANTHONY ST @ ST. JOSEPH ST)
402	TRAFFIC SIGNAL REMOVAL SHEET (ST. ANTHONY ST @ ROYAL ST)
403	TRAFFIC SIGNAL REMOVAL SHEET (ST. LOUIS ST @ WASHINGTON AVE)
404	TRAFFIC SIGNAL REMOVAL SHEET (ST. LOUIS ST @ JACKSON ST)
405	TRAFFIC SIGNAL REMOVAL SHEET (ST. LOUIS ST @ CONCEPTION ST)
406	TRAFFIC SIGNAL REMOVAL SHEET (ST. LOUIS ST @ ST. JOSEPH ST)
407	TRAFFIC SIGNAL REMOVAL SHEET (ST. LOUIS ST @ ROYAL ST)
408	TRAFFIC SIGNAL REMOVAL SHEET (ST. MICHAEL ST @ ST. JOSEPH ST)
409	TRAFFIC SIGNAL REMOVAL SHEET (ST. MICHAEL ST @ ROYAL ST)
410	TRAFFIC SIGNAL REMOVAL SHEET (ST. FRANCIS ST @ SPRINGHILL AVE, ST FRANCIS ST @ SCOTT ST & ST FRANCIS ST @ WASHINGTON AVE)
411	TRAFFIC SIGNAL REMOVAL SHEET (ST. FRANCIS ST @ CONCEPTION ST)
412	TRAFFIC SIGNAL REMOVAL SHEET (ST. FRANCIS ST @ ROYAL ST, ST. FRANCIS ST @ ST. JOSEPH ST.)
413	TRAFFIC SIGNAL REMOVAL SHEET (WASHINGTON AVE @ SPRINGHILL AVE & DAUPHIN ST)
414	TRAFFIC SIGNAL REMOVAL SHEET (DAUPHIN ST @ WARREN ST)
415	TRAFFIC SIGNAL REMOVAL SHEET (DAUPHIN ST @ CLAIBORNE ST & JACKSON ST)
416	TRAFFIC SIGNAL REMOVAL SHEET (DAUPHIN ST @ CONCEPTION ST)
417	TRAFFIC SIGNAL REMOVAL SHEET (DAUPHIN ST @ ST. JOSEPH ST.)
418	TRAFFIC SIGNAL REMOVAL SHEET (DAUPHIN ST @ ROYAL ST)
419	TRAFFIC SIGNAL REMOVAL SHEET (CONTR ST @ WASHINGTON AVE)
420	TRAFFIC SIGNAL REMOVAL SHEET (CONTR ST @ CONCEPTION ST)
421	REQUIRED CONDUIT INSTALLATION SHEET

REFERENCE PROJECT NO	1144603 000
FISCAL YEAR	2025

RESPONSIBLE PEI	SUPERVISOR	DESIGNER	PLAN SUBMITTAL	CITY OF MOBILE	NOT TO SCALE	SHEET TITLE
DATE	DATE	DATE	100%			INDEX TO SHEETS
DATE	DATE	DATE	DATE			

04-07-2025



PROJECT NOTES

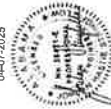
REFERENCE PROJECT NO.	FISCAL YEAR
1144603.000	2025

GENERAL NOTES

- THE PROJECT CONTRACTOR SHALL ALWAYS HAVE A COPY OF THE STATE OF ALABAMA HIGHWAY DEPARTMENT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2022 EDITION ON SITE.
- SPECIAL CARE IS TO BE TAKEN SO TREES OUTSIDE THE LIMITS OF CONSTRUCTION REMAIN UNHARMED DURING CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY, EFFICIENCY, AND ADEQUACY OF HIS OPERATION AND SHALL INITIATE HIS OWN SAFETY PROGRAM. THE CONTRACTOR SHALL COMPLY WITH ALL DEPARTMENT OF LABOR, SAFETY AND HEALTH REGULATIONS AS SPECIFIED UNDER THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, AS AMENDED, AND THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.
- IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE IF THE REQUIRED CONSTRUCTION CAN BE PERFORMED WITHIN THE AREA PROVIDED AND COMPLY WITH THE REQUIREMENTS OF THE SAFETY AND HEALTH REGULATION (OSHA) FOR CONSTRUCTION PROJECTS OF THIS TYPE. ANY SAFETY MEASURES OR METHODS OF CONSTRUCTION THAT ARE NECESSARY IN THE CONSTRUCTION OF THIS PROJECT TO COMPLY WITH THESE REGULATIONS IS THE CONTRACTOR'S RESPONSIBILITY AND SHALL BE PROVIDED WITH ALL COSTS TO BE INCLUDED IN THE VARIOUS PAY ITEMS OF THE CONTRACT (NO DIRECT PAYMENT).
- SHOULD THE CONTRACTOR ELECT TO OBTAIN AREAS FOR THE PURPOSE OF STORING MATERIALS AND EQUIPMENT OR FOR CONDUCTING HIS WORK OPERATIONS, HE SHALL FURNISH THE OWNER AND ENGINEER A COPY OF THE AGREEMENT BETWEEN HIM AND THE OWNER OF THE PROPERTY PRIOR TO USING THE AREA (NO DIRECT PAYMENT). ANY CURB AND GUTTER, SIDEWALK, DRIVEWAY, ETC., DAMAGED BY THE CONTRACTOR WHEN HAULING MATERIALS OR MOVING EQUIPMENT IN OR OUT FROM THIS STORING AREA SHALL BE REPLACED IN KIND AT THE CONTRACTOR'S EXPENSE. CONTRACTOR WILL BE RESPONSIBLE FOR ALL PERMITS.
- PRIOR TO FINAL ACCEPTANCE OF THIS PROJECT, THE CONTRACTOR SHALL PREPARE AND SUBMIT TO THE ENGINEER A COMPLETE SET OF "AS-BUILT" PLANS SHOWING ACTUAL QUANTITIES AND PLAN CHANGES. THE ENGINEER WILL FURNISH THE CONTRACTOR AN "ISSUED FOR CONSTRUCTION" SET OF DRAWINGS TO BE USED FOR THIS PURPOSE.
- THE CONTRACTOR SHALL PROMPTLY NOTIFY THE ENGINEER OF ANY PERCEIVED CONFLICTS, AMBIGUOUS ITEMS OR DEFICIENCIES IN THE PLANS, SPECIFICATIONS, GENERAL NOTES OR RELATED CONTRACT DOCUMENTS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND ABIDING BY THE SPECIFICATIONS FOR THIS PROJECT.
- THE REQUIRED PRE-FABRICATED TRUNCATED CONE MAT APPLICATION SHALL BE CONSTRUCTED BY WET SETTING TACTILE PAPER PANELS (SURE DOME OR APPROVED EQUAL IN DESIGN) OVER THE EXISTING CURB AND GUTTER. THE WORK SHALL BE A SUBSIDIARY OBLIGATION OF ITEM 618A. THE DIRECTIONAL BAR TILE SHALL ALSO BE CONSTRUCTED BY WET SETTING AND BE FEDERAL BRICK RED IN COLOR IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
- SIDEWALK TO BE FIELD ADJUSTED AS NECESSARY BY THE ENGINEER'S REPRESENTATIVE IN FIELD. SEE PROJECT DETAILS FOR SIDEWALK ADJUSTMENT DETAILS. SIDEWALK TO NOT EXCEED 18" IN WIDTH. THE CONTRACTOR IS RESPONSIBLE FOR THE LAYOUT OF THE PROPOSED IMPROVEMENTS AND SHALL ENSURE ALL WORK PERFORMED IS ADA COMPLIANT.
- ALL EXISTING SIGNS REMOVED OR REPLACED ARE THE PROPERTY OF THE CITY OF MOBILE AND SHALL BE DELIVERED FOR RECYCLING TO THE TRAFFIC ENGINEERING DEPARTMENT, 892 GAYLE ST, AT NO ADDITIONAL COST. COORDINATE DELIVERY WITH MOBILE TRAFFIC ENGINEER, JENNIFER WHITE, 251-208-2960.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY OWNERS AND DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES ON THIS PROJECT WHETHER SHOWN ON THE PLANS OR NOT. THERE WILL BE NO ADDITIONAL COMPENSATION FOR EXPLORATORY POT-HOLING OR UTILITY INVESTIGATION.
- ITEMS TO BE REMOVED THAT ARE NOT PROVIDED FOR BY PAY ITEM OR SPECIFICALLY MENTIONED BY NOTE TO BE INCLUDED IN OTHER ITEMS OF WORK SHALL BE REMOVED IN ACCORDANCE WITH THE REQUIREMENTS FOR EXTRA WORK GIVEN IN ARTICLE 104-13 OF THE STANDARD SPECIFICATIONS.
- ANY DAMAGE CAUSED BY THE CONTRACTOR OR HIS SUBCONTRACTORS TO THE EXISTING BITUMINOUS ASPHALT SURFACE AND/OR BASE STRUCTURE ON LOCAL STREETS LEADING TO OR ASSOCIATED WITH THIS PROJECT SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE OWNER.
- THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL REMOVED MATERIALS FROM THE PROJECT SITE. THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE DISPOSAL OF DEBRIS AND CONSTRUCTION MATERIALS IN AN APPROPRIATE MANNER AND AT AN APPROVED, PERMITTED LOCATION. THE CONTRACTOR WILL BE RESPONSIBLE FOR COMPLIANCE WITH APPLICABLE LAWS OR ORDINANCES REGARDING MATERIAL TYPE AND DISPOSAL SITE, DISPOSAL OF CONSTRUCTION MATERIALS AND DEBRIS IS SPECIFIED IN SUB ARTICLES 208-41C) AND 201-031D) OF THE STANDARD SPECIFICATIONS.
- PRIOR TO REMOVING ANY TRAFFIC SIGNAL EQUIPMENT, THE CONTRACTOR SHALL COORDINATE WITH THE CITY TRAFFIC ENGINEER, JENNIFER WHITE (251-208-2960) TO INITIATE A 90-DAY "FLASHING RED" PERIOD FOR EACH SIGNAL.
- PAY ITEM 7100-000, REMOVAL OF EXISTING ROADWAY SIGNS, SHALL INCLUDE REMOVAL AND DISPOSAL OF THE SIGNS NOTED TO BE REMOVED AS WELL AS RELOCATION OF REMOVED SIGNS.
- PROPOSED STREET NAME SIGNS AS DEPICTED IN THE PLAN SHEETS SHALL BE PROVIDED BY THE CITY OF MOBILE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION OF THE STREET NAME SIGNS. THE COST OF INSTALLATION SHALL BE SUBSIDIARY TO PAY ITEM SP-004.
- THE CONTRACTOR SHALL CONTACT THE MOBILE POLICE DEPARTMENT, (251) 208-4781, PRIOR TO REMOVAL OF THE EXISTING LICENSE PLATE READER (LPR) DEVICES AND ASSOCIATED POWER CONNECTS FROM EXISTING MAST ARMS OR LIGHT POLES.

2025-04-02 REV 11:
ADDED PROJECT NOTE

04-07-2025



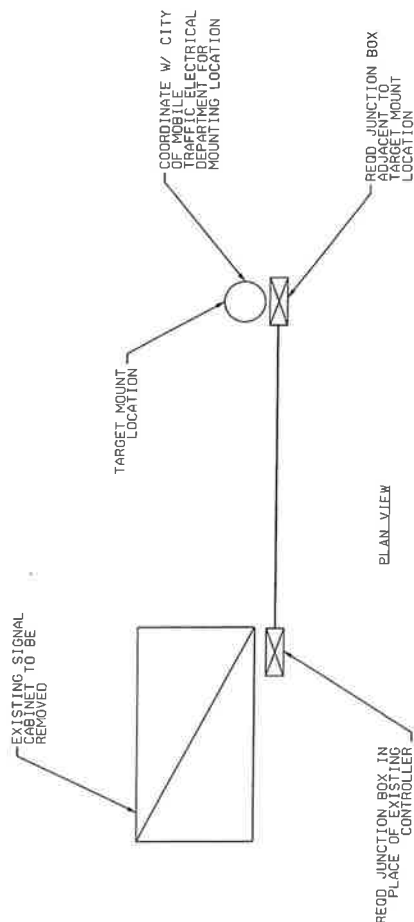
RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	MOBILE COUNTY	NOT TO SCALE	SHEET TITLE
DATE:	DATE:	DATE:			PROJECT NOTES
PROJECT NO. 1144603.000			PROJECT NO. 1144603.000		

REFERENCE PROJECT NO	FISCAL YEAR
1144603.000	2025

NOTES:

1. OVERHEAD RUNS OF POWER CONDUCTORS AND SIGNAL CONDUCTORS FROM A PROPOSED OR EXISTING POWER POLE, DIRECT TO THE METAL TRAFFIC SIGNAL POLE SHALL NOT BE PERMITTED.
2. WOOD POLE SHALL BE CLASS III 36-FOOT SOUTHERN PINE CONFORMING TO THE REQUIREMENTS OF SECTION 890.10(b)(1).
3. THE METALLIC CONDUIT IS USED FOR GROUNDING. THE CONDUIT MUST BE BONDED AT THE METALLIC CONDUIT OF THE NEIGHBORING CONDUIT. BONDING METHOD SHALL CONFORM TO THE REQUIREMENTS OF THE NEC CONDUIT.
4. IF THE CONDUIT CANNOT BE TURNED UP INSIDE OF THE ADJACENT POLE BASE, THEN NON-METALLIC CONDUIT SHALL BE USED FOR ANY CONDUITS EXPOSED ABOVE GRADE.
5. PAYMENT FOR CONSTRUCTION OF THE NEW SERVICE SHALL BE A SUBSIDIARY OBLIGATION TO THE APPROPRIATE 730A PAY ITEM.

AWG	— AMERICAN	WIRE	GAUGE
MAX	— MAXIMUM		
MIN	— MINIMUM		
HZ	— HERTZ		
V	— VOLTS		
A	— AMPERES		
GR	— GALVANIZED	RIGID	CON
D	— PHASE		



04-07-2025



RESPONSIBLE PE	SUPERVISOR	DESIGNER		CITY OF MOBILE	NOT TO SCALE	SHEET TITLE
DATE	DATE	DATE				PROJECT DETAIL
01/24/2015 10:00	01/24/2015 10:00	01/24/2015 10:00	100%			Vc

REFERENCE PROJECT NO	FISCAL YEAR
1144603 000	2025

THIS SHEET CONTAINS INFORMATION PREPARED BY OR FOR THE FEDERAL BUREAU OF INVESTIGATION AND IS NOT TO BE RELEASED OUTSIDE THE BUREAU OR TO ANY OTHER AGENCY OR INDIVIDUAL WITHOUT THE EXPRESS WRITTEN CONSENT OF THE FBI. All other agencies or individuals who receive this information are to be notified by the FBI of the release of this information and are to be prohibited from the further release of the FBI's information.	ALABAMA DEPARTMENT OF TRANSPORTATION AND COASTAL MARINE COMMISSION 300 SOUTH PEACH STREET, SUITE 200 MONTGOMERY, AL 36102	GENERAL TRAFFIC CONTROL PLAN NOTES	SHEET NUMBER 1	SPECIAL PROJECT DETAIL	2000
REVISION		GENERAL TRAFFIC CONTROL PLAN NOTES	SHEET TITLE	GENERAL TRAFFIC CONTROL PLAN NOTES	1

TRAFFIC CONTROL PLAN - SEQUENCE OF CONSTRUCTION

REFERENCE
PROJECT NO.
11-4603.000

FISCAL
YEAR
2025

NOTES:

1. CONTRACTOR SHALL COORDINATE THE SCHEDULE FOR EACH TRAFFIC REMOVAL WITH THE CITY OF MOBILE PRIOR TO COMMENCING DEMO OPERATIONS.
2. CONTRACTOR SHALL FOLLOW THE REQUIREMENTS OF MUTCD, LATEST EDITION, FOR ADVANCED WARNING SIGNAGE AND ANY REQUIRED LANE CLOSURES.
3. ATTENTION IS DRAWN TO THE FACT THAT THIS WORK WILL BE PERFORMED UNDER TRAFFIC CONDITIONS REQUIRING SPECIAL CARE TO EXPEDITE THE WORK AND PREVENT UNDUE HAZARDOUS CONDITIONS. TRAFFIC CONTROL WILL BE THE RESPONSIBILITY OF THE CONTRACTOR IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). SPECIFIC AREAS WILL REQUIRE DIFFERENT LEVELS OF TRAFFIC CONTROL SIGNAGE. THE CONTRACTOR SHALL APPROPRIATELY APPAREL MEETING THE STANDARDS OF ANSI 107-2004 CLASS 3. THE CITY TRAFFIC ENGINEER OR HIS DESIGNEE SHALL HAVE THE RIGHT TO SUSPEND WORK PERFORMANCE OF A CONTRACTOR FOUND TO BE IN NON-COMPLIANCE ON A PARTICULAR WORKSITE.
4. THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL SCHEME FOR THE CITY TRAFFIC ENGINEER'S APPROVAL PRIOR TO COMMENCEMENT OF ANY WORK ON THIS PROJECT. THE SCHEME SHALL BE IN FULL COMPLIANCE WITH ALL THE PROVISIONS OF THE MUTCD AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. THE CONTRACTOR SHALL RESTORE THE EXISTING TRAFFIC MECHANISMS TO ORIGINAL CONDITION.

CONSTRUCTION PHASE I

- INSTALL ALL APPLICABLE TRAFFIC CONTROL DEVICES
- INSTALL ALL EROSION CONTROL DEVICES AND COORDINATE WITH THE PROJECT ENGINEER FOR APPROVAL PRIOR TO BREAKING GROUND.

TRAFFIC PHASE I

TRAFFIC NOT AFFECTED
TRAFFIC NOT AFFECTED

PHASE II

- REMOVAL OF EXISTING TRAFFIC SIGNALS:

THE CONTRACTOR SHALL COORDINATE WITH THE CITY OF MOBILE TO FLASH ALL TRAFFIC SIGNALS TO BE REMOVED "RED" FOR A PERIOD OF 90 DAYS PRIOR TO REMOVING. CONTRACTOR SHALL COORDINATE WITH THE ENGINEER AND THE CITY OF MOBILE PRIOR TO REMOVING ANY TRAFFIC SIGNALS.

PRIOR TO THE COMPLETION OF THE 90-DAY FLASHING PERIOD, THE CONTRACTOR SHALL INSTALL THE REQUIRED STOP SIGNS.

AFTER THE 90 DAY FLASHING PERIOD IS COMPLETE AND THE REQUIRED SIGNAGE HAS BEEN INSTALLED, THE CONTRACTOR SHALL REMOVE THE TRAFFIC SIGNAL POLES AND EQUIPMENT.

PHASE II
INSTALL LANE CLOSURES
WITH FLAGMEN AS
NEEDED

PHASE III

- COMPLETE ANY REMAINING ITEMS OF WORK AND REMOVE CONSTRUCTION TRAFFIC CONTROL DEVICES.

PHASE III
CONSTRUCT UNDER TRAFFIC

ESTIMATED QUANTITIES				
ITEM NUMBER	DESCRIPTION	UNIT	BASE BID QUANTITY	STD OR SPECIAL DWG NO.
740B-000	CONSTRUCTION SIGNS	SQ FT	1000	
740D-000	CHANNELIZING DRUMS	EACH	50	SHEET 2H
740E-000	CONES (36 INCHES HIGH)	EACH	150	SHEET 2H
740F-002	BARRICADES, TYPE III	EACH	10	B-107-2
740G-002	WARNING LIGHTS, TYPE B	EACH	10	SHEET 2H
740M-001	BALLAST FOR CONE	EACH	150	

*TRAFFIC CONTROL ITEMS SHALL BE USED AS NEEDED. QUANTITIES PROVIDED ARE ESTIMATES.

04/02/2025



RESPONSIBLE PE DATE:	SUPERVISOR DATE:	DESIGNER DATE:	PLAN SUBMITTAL 100% DATE:	CITY OF MOBILE	NOT TO SCALE	SHEET TITLE TRAFFIC CONTROL PLAN SEQUENCE OF CONSTRUCTION
PROJECT: 11-4603 - Downtown Street Rehabilitation - Phase II: Signal Rehabilitation, 4th, 5th, 6th, 7th, 8th, 9th, 10th, 11th, 12th, 13th, 14th, 15th, 16th, 17th, 18th, 19th, 20th, 21st, 22nd, 23rd, 24th, 25th, 26th, 27th, 28th, 29th, 30th, 31st, 32nd, 33rd, 34th, 35th, 36th, 37th, 38th, 39th, 40th, 41st, 42nd, 43rd, 44th, 45th, 46th, 47th, 48th, 49th, 50th, 51st, 52nd, 53rd, 54th, 55th, 56th, 57th, 58th, 59th, 60th, 61st, 62nd, 63rd, 64th, 65th, 66th, 67th, 68th, 69th, 70th, 71st, 72nd, 73rd, 74th, 75th, 76th, 77th, 78th, 79th, 80th, 81st, 82nd, 83rd, 84th, 85th, 86th, 87th, 88th, 89th, 90th, 91st, 92nd, 93rd, 94th, 95th, 96th, 97th, 98th, 99th, 100th						

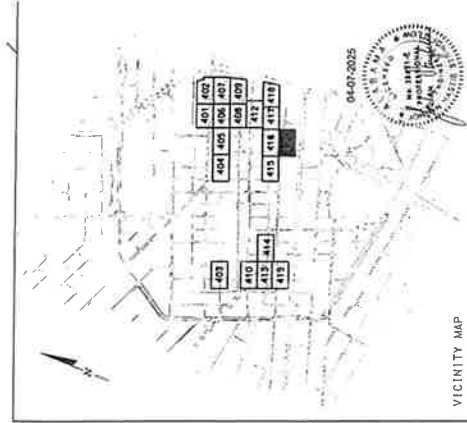
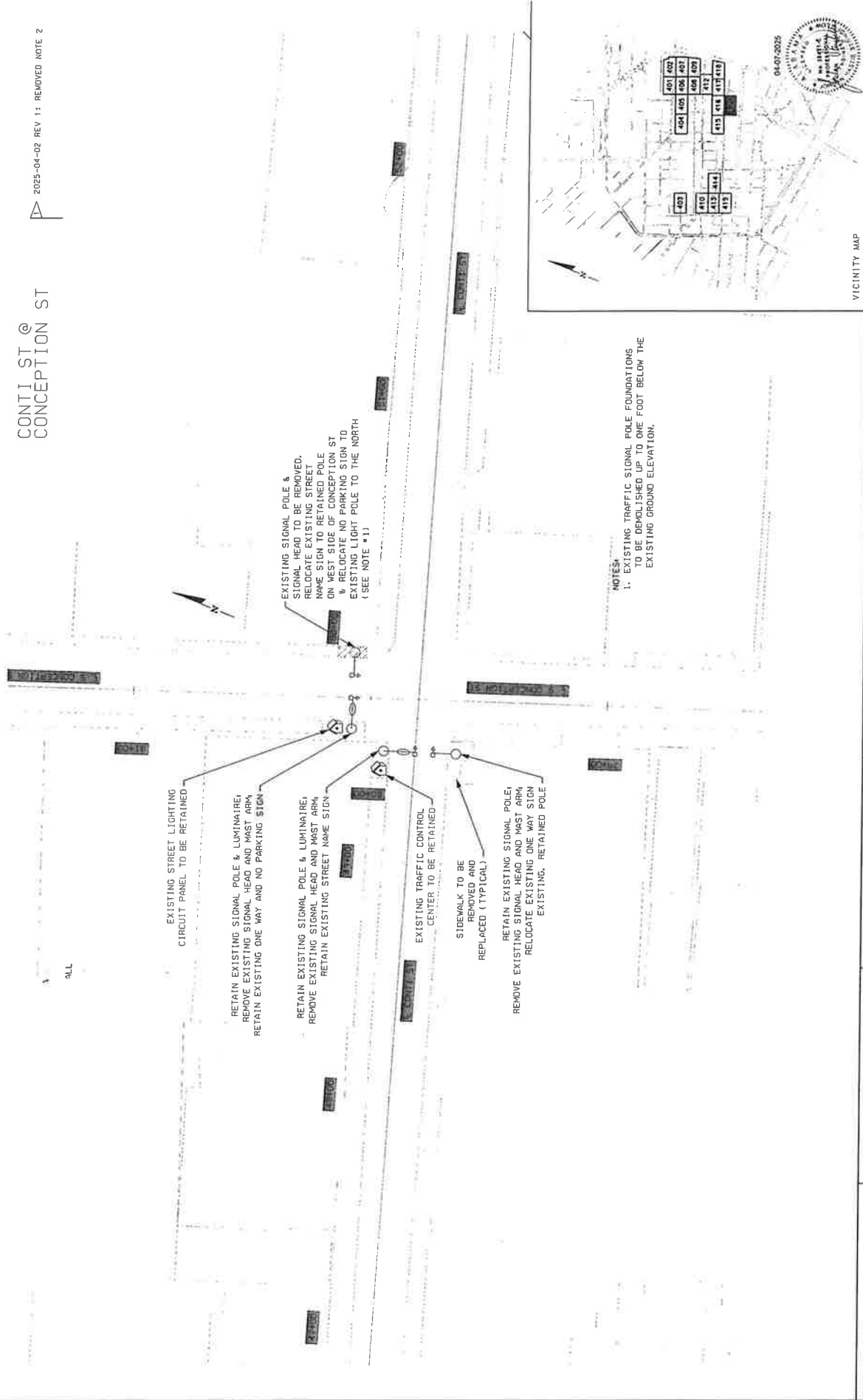
TRAFFIC SIGNAL REMOVAL SHEET

REFERENCE
PROJECT NO.
1144603.000

FISCAL
YEAR
2025

CONTI ST @
CONCEPTION ST

2025-04-02 REV 1: REMOVED NOTE 2



RESPONSIBLE PEI DATE:	SUPERVISOR DATE:	DESIGNER DATE:	PLAN SUBMITTAL 100%	CITY OF MOBILE	HORIZ 20 0 20	SCALE (FEET)	SHEET TITLE TRAFFIC SIGNAL REMOVAL SHEET
Project: 1144603 - Newcomb Street Rehabilitation - Signal Removal at Conception St Sheet: 1144603.000 Scale: 1" = 20' Date: 04/02/2025							

ATTACHMENT F

PROJECT PLAN SHEETS

ACCOUNTING OF SALES TAX FORM

To: City of Mobile

Date: 4/9/2025

Name of Project: Downtown Street Optimization - Removal of Traffic Signals
Project Number: 2025-2060-04, 1144603.00

SALES TAX ACCOUNTING

Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

ESTIMATED SALES TAX AMOUNT

BASE BID ITEMS:

\$ 6,433.30

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

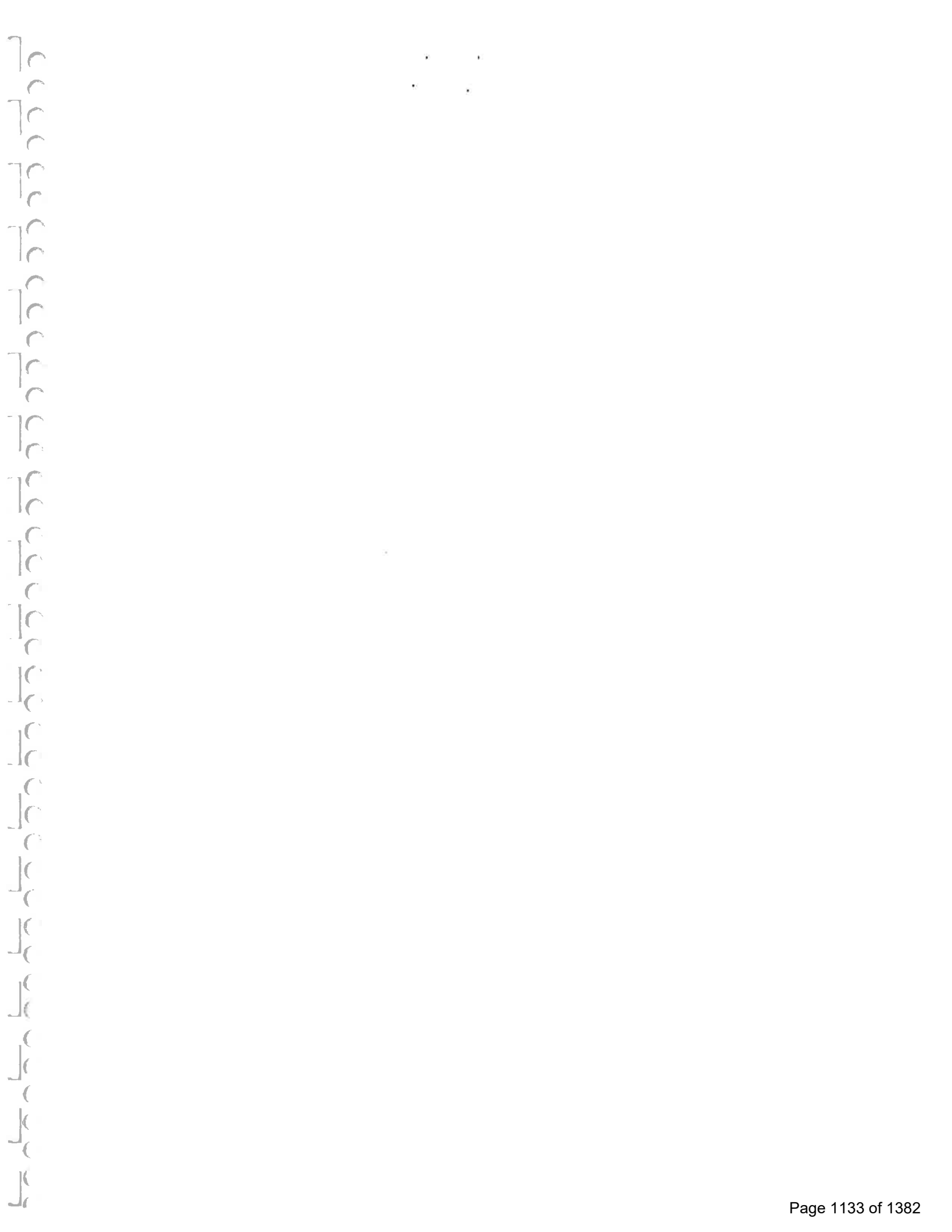
Legal Name of Bidder McElhenney Construction Co. LLC
Mailing Address PO Box 1409 Theodore AL 36580

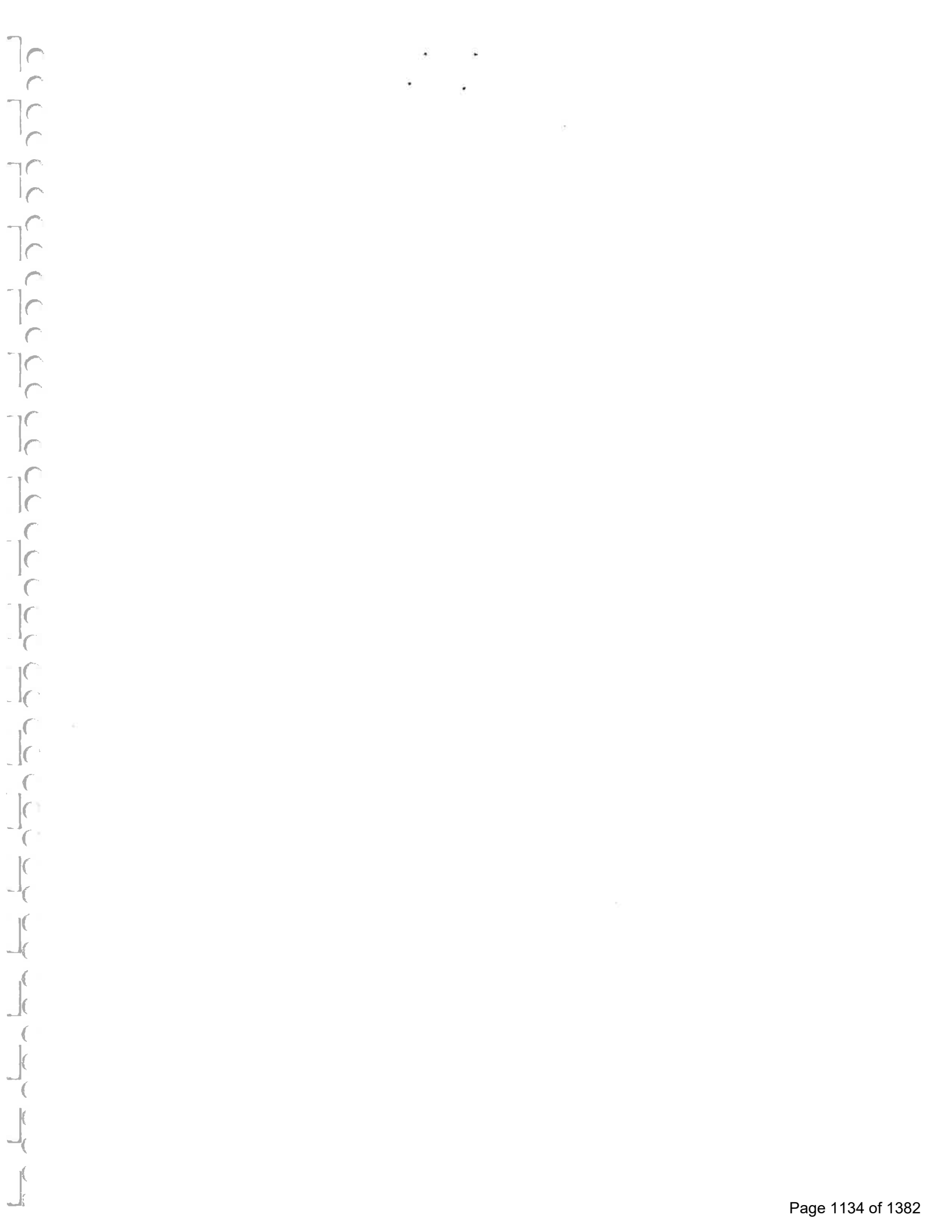
*By (Legal Signature) J. M. [Signature]

*Name (type or print) Josh McElhenney (Seal)

*Title President

Telephone Number 251-973-0030





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 set forth in full, subject to the company signing the contract and furnishing the required bonds and insurance. A copy of said executed change order will be on file in the office of the City Clerk.

Name of Company:	McElhenney Construction Company LLC
City of Mobile Project Name:	Downtown Street Optimization Removal of Signals 2025-2060-04
Capital Project No.:	C0615
Contract Amount:	\$1,086,470.50

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Downtown Street Optimization Removal of Traffic Signals

PROJECT # C0615 DATE OF RECEIPT June 04, 2025

PROJECT DESCRIPTION Removal of traffic signals at various intersections in the
downtown area

CONTRACT AMOUNT \$1,086,470.50

VENDOR NAME McElhenney Construction Co, LLC

VENDOR NUMBER 292750

DEPT # 2060 DEPT NAME Traffic Engineering

CONTRACT ADMINISTRATOR Jennifer White

Please Select by circling one (Type):

Architectural Engineering Testing Professional Services

Construction (Unit Price)* Construction** Non Contractual Performance

RETAINAGE INFORMATION N/A

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

If different, indicate special rate

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

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

Prepared by: Jennifer White Date June 04, 2025



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 17, 2025

Submitted by:

Donald Rose, Senior Director - Chief Procurement Ofc
Robert Lasky, Executive Director of Public Safety

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

One yr contract renewable for 2 addl 1 yr periods with Southern View Media, LLC, for digital marketing and design services for Public Safety candidate recruiting services.

Amount of Contract:

\$4,000 per month.

Funding Source

General fund. 1004.1530.42140

ATTACHMENTS:

1. 2025 Southern View Agenda Package

REVIEWERS:

Donald Rose
Scott Collins
Cherlina Monteiro
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: June 17, 2025 Date Item No. _____

Submitted by: Public Safety Recruiting Department Tony McCarron Department Head

Sponsored by: Mayor Stimpson Name _____ Title _____

Reviewed by: Rob Lasky Executive Director

Routing Authorized: _____ Mayor's Office _____ Date _____

A brief synopsis and explanation of the following:

PROJECT NAME: Contract with Southern View Media, LLC

PURPOSE & SCOPE OF PROJECT:

One yr contract renewable for 2 addl 1 yr periods with Southern View Media, LLC, for digital marketing and design services for Public Safety candidate recruiting services.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$4,000.00 per month

FUNDING SOURCE:

Budget Item: 1004.1530.42140 Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: upon signature

Renewal date of contract (if applicable): _____

If not bid, state reason: Professional Service

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Southern View Media, LLC, for one year, renewable annually for two additional one-year periods without further City Council Approval, in the amount of \$4,000.00 per month, as appropriated funds are available, for digital marketing and design services for Public Safety candidate recruiting 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



NON-CONSTRUCTION PROFESSIONAL SERVICES CONTRACT City of Mobile

This Professional Services Contract (sometimes hereinafter "Agreement"), made and entered into as of the date of execution, by and between **THE CITY OF MOBILE**, a Municipal Corporation of the State of Alabama (hereinafter referred to as the "City") and **Southern View Media, LLC**, (hereinafter "Contractor"), as follows:

WHEREAS, the Contractor is uniquely qualified and has expertise in digital marketing and design services; and

WHEREAS, City desires to engage this Contractor, due to the Contractor's high degree of professional skill, competence, and personality especially suited to provide said services upon the following terms and conditions.

NOW THEREFORE, City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

- A. The professional services to be performed by the Service Provider under this Agreement ("Services") for City of Mobile are to provide digital marketing and design services as described below and in the attached **Exhibit A, Statement of Work**. To the extent that the terms of **Exhibit A** are inconsistent with those in this Agreement, the terms contained this Agreement shall control.
- B. The Contractor shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent professional practicing under the same or similar circumstances and as expeditiously as is prudent considering the ordinary professional skill and care of such profession.
- C. The Executive Director, Public Safety, or his designated representative, shall provide specific tasking to the Contractor with respect to the services described in **Exhibit A**.

II. TERM OF AGREEMENT

- A. This Contract shall commence immediately upon execution by both the City and the Contractor. It shall continue for a one-year period, and shall automatically renew for two additional one-year periods unless either party expresses an intent to not renew at the end of any period.

III. COMPENSATION

- A. The City agrees to pay the Contractor for the work performed as described in **Exhibit A**. City will pay Contractor monthly service fees of \$4,000.00 per month to be invoiced at the end of every month, with payment due within 30 days of invoice.

IV. METHOD OF PAYMENT

- A. Payments shall be made via direct deposit to a banking institution designated by the Contractor.

V. ADDITIONAL SERVICES

- A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.
- B. If the City requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on an amended fee schedule to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before the commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

- A. To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law,

regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. Contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

- B. This section of the Agreement will survive the expiration or termination of the Agreement.

VII. CONTRACTOR'S INSURANCE.

- A. For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect professional liability insurance issued by a company licensed and qualified to do business in the State of Alabama, in a minimum amount of \$1,000,000, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract as **Exhibit B**, as proof thereof, a certificate of said insurance.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

- A. The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.
- B. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.
- C. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor.

IX. FORCE MAJEURE

- A. The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or specified by the City's Department Head, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

X. OBLIGATIONS OF CITY

- A. City shall designate a Department Head or other person to act as City's representative with respect to this Agreement, as set out herein above. Such person(s) will have the authority to transmit instructions, receive information, and interpret and define the City's policies and decisions regarding the scope of services.

- B. City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.
- C. The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement.
- D. The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

XI. TERMINATION

- A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.
- C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience.
- D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- E. In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above.

XII. DISPUTE RESOLUTION

- A. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile City, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the

exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

- B. Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.
- C. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

XIII. NOTICES

- A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project, is The Director of the Office of Public Safety, or the Director's designated representative.
- B. Any notices of default or termination shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:
City of Mobile
c/o Executive Director, Public Safety
As: City's Authorized Agent
205 Government Street
Mobile, AL 36602

Copy to:
City Attorney
City of Mobile Legal Department
P.O. Box 1827
Mobile, AL 36633-1827

CONTRACTOR:

Southern View Media, LLC
25369 US-98, Unit K
Daphne, AL 36526

- C. Any change in the City's Department Head or the Contractor's Representative will be promptly communicated by the party making the change.

XIV. DEFAULT/ BREACH.

- A. **Default.** Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal

grant requirements, 5) failure to communicate adequately with the City regarding progress or issues, 6) unauthorized assignment or transfer of the contract without prior written consent from the City, 7) failure to correct deficiencies after receiving written notice from the City, 8) misrepresentation or falsification of information provided during performance, 9) failure to maintain required insurance coverage , 10) unauthorized use of City property, equipment, or resources, 11) violation of confidentiality or data protection requirements outlined in the contract, 12) failure to provide required reports, documentation, or certifications, 13) failing to comply with written directives from the City to correct specific issues or deficiencies, 14) failure to maintain adequate security measures for sensitive information or physical assets.

XV. EFFECT OF DEFAULT

- A. Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all material, and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

XVI. WITHHOLDING PAYMENT DUE

- A. Default by Contractor shall excuse any obligation of City to pay compensation or sums otherwise due Contractor under the agreement. City may withhold any and all sums due if there has been a default or breach by Contractor of any provision of this agreement.

XVII. CURE PLAN

- A. If Contractor fails to comply with any material provision of this agreement, the City may issue a written notice requiring Contractor to submit a corrective action plan (CAP) within such time as City directs. If Contractor fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

XVIII. ANTI-BOYCOTT

- A. Contractor agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

XIX. NON-DISCRIMINATION

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

XX. COMPLIANCE WITH IMMIGRATION LAW

- A. By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

XXI. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- C. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.
- D. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.
- E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.
- F. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- G. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

- H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.
- I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- J. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.
- M. 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.
- N. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- O. 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.
- P. 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.

- Q. If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.
- R. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.
- S. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.
- T. The City and Contractor each bind itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this agreement. The contractor shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the City, which such consent shall be granted or denied solely at the City's sole discretion.
- U. The Contractor shall submit to and maintain proper background clearance with the City of Mobile Police Department and comply with all pre-employment measures, including participation in the City's Drug-Free Workplace Program.
- V. The Contractor shall maintain a valid Alabama Driver's License and report any traffic incidents or violations to his/her supervisor.
- W. The Contractor is required to use his or her own vehicle however, the same shall be authorized to use and operate City-owned equipment and vehicles as directed by the Director of Public Safety.
- X. The City shall provide the Contractor with appropriate office space and equipment as necessary to perform assigned duties, including the operation and/or use of a City-owned vehicle as required.
- Y. This Agreement is the final expression of the agreement between the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements. No representations, warranties, or stipulations, either oral or written, are not contained herein.

XXII. SIGNATURES

By signing below, the parties acknowledge they have read, understood, and agree to abide by the terms of this Contract, including all incorporated exhibits.

CONTRACTOR

By: Leigh West

Leigh West, Vice President
Printed Name and Title

Date: 6/3/25

State of ALABAMA }
County of MOBILE }

I, the undersigned Notary Public, in and for said county and state, hereby certify that

Leigh West [Individual's Name] whose name as Vice-President [Title] of the

Southern View Media, LLC, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

In witness whereof, I hereunto set my hand and official seal on this 3 day of June, 2025

K.P. Murray
Notary Public

Print Kenneth P. Murray
My commission expires: 3-14-2029

(Seal)

Kenneth P. Murray
Notary Public, Alabama State at Large
My Commission Expires March 14, 2029

CITY OF MOBILE

By: _____
William S. Stimpson, Mayor

Date: _____

ATTEST:

City Clerk

EXHIBIT A Contractor Proposal dated _____
B Contractor Insurance

EXHIBIT A CONTRACTOR PROPOSAL

Overview

Dear Tony,

Southern View Media is a full-service advertising agency, offering comprehensive creative and digital marketing solutions tailored to the needs of local businesses. Our agency was founded with the mission of demystifying the complexities of the digital landscape and empowering businesses to make informed decisions about their marketing strategies.

We pride ourselves on being more than just an agency; we're a dynamic blend of talent, intuition, and business acumen, fueled by client needs and dedicated to delivering tangible results. As a full-service advertising agency, we offer a range of services to meet businesses' marketing needs, whether they're looking to establish a presence, stand out in a crowded market, or break into new territory. We specialize in helping businesses not only attract but also earn the trust and loyalty of their target audience.

What sets us apart?

At Southern View Media, our team and our processes are the cornerstone of our success. From top to bottom, every member of our team is dedicated to collaborating daily, ensuring that our standards are consistently met and exceeded. We understand that effectiveness in our industry requires both consistency and adaptability. That's why we're committed to maintaining rigorous standards while remaining agile enough to pivot as marketing goals evolve and digital trends change.

Welcome to the Southern View Media family. We're here to put you online and ensure you don't get left behind in today's ever-evolving digital landscape.

Sincerely,

Leigh West
Vice President
Southern View Media

About Us

8 Quick Reasons

WHY SOUTHERN VIEW MEDIA IS THE PERFECT FIT:

- 1 10 Years in Business
- 2 Digital + Creative Agency in One
- 3 15+ Team Members Specializing in All Different Marketing Types
- 4 We Communicate, Educate & Can Pivot Quickly When Needed
- 5 Thorough Process Management Ensures a Keen Attention to Detail
- 6 Woman Owned
- 7 All Digital Operations are Handled by Our Team (Not Outsourced)
- 8 Live Dashboard for Reporting



Southern View Media is a woman-owned digital marketing and creative agency that was founded in 2015 with **4 core mission statements**:

- Serve the community
- Help the economy by supporting businesses and organizations
- Educate organizations and businesses about digital marketing
- Underpromise and overdeliver

Southern View Media began with the idea that a unique approach to advertising and marketing was needed; we put digital strategy ahead of creative and messaging. This means we start by researching personas, target audience with audience segments, audience interests and what is important to each group. We take this information and write out a complete website plan or marketing plan of platforms and tactics that places us in front of that audience. Finally we write messaging and design creative that matches the audience's interests and concerns. The strategy does not stop at launch, either. We continually monitor, optimize and test so results improve as a campaign continues.

At 10 years old, Southern View Media employs a full-service in-house digital operations and graphic design team that supports over 300 organizations, advertising agencies and businesses in their marketing and recruiting efforts.

Balanced Approach

Traditional print, TV, radio and outdoor advertising should work together with social media, SEO, pay per click and web banners. When combining a strong digital presence that drives sales with a social media strategy that connects with current and new prospects, traditional advertising tells your story effectively.

COMPLETE LIST OF CAPABILITIES:

- Consumer Advertising
- Trade Advertising
- Digital Advertising
- Interactive Design
- Custom Website Design & Development
- Social Media Management
- SEO
- Content Development
- Graphic Design
- Identity Design
- Direct Marketing
- Ecommerce Website Design & Development
- Marketing Strategy Planning
- Target Audience Research
- Messaging & Campaign Development
- Google Ads
- Meta (Facebook & Instagram) Ads
- Email Campaigns
- GA4 Set Up (Google Analytics)
- Google Tag Manager Set Up & Conversion Tracking
- Meta Pixel Placements
- Programmatic Advertising
- OTT
- Mobile Apps
- Public Relations
- Creative Development
- Copywriting
- Collateral Materials
- Packaging
- Promotional Development
- TradeshowExhibition Design & Support
- Geofence Advertising
- Digital Display Ads
- Search & Site Retargeting
- Media Buying
- Website Hosting
- LinkedIn Ads
- Pinterest Ads
- Snapchat Ads
- TikTok Ads
- Reddit Ads
- Streaming Radio Ads

Scope of Services

Our Approach

Our current digital recruitment strategy includes a proven mix of Meta Ads, Programmatic Display Ads, and Indeed Sponsored Listings. These efforts have generated strong results, with the majority of recruits over the past year coming directly from our targeted marketing campaigns. By combining precision targeting, creative messaging, and continuous optimization, we've consistently driven strong applicant flow and enhanced visibility for both the Mobile Police Department and the Fire-Rescue Department.

Each campaign is individually tailored to align with departmental goals, requests, and available creative assets. For example, at the current time, Meta Ads are paused for MFRD at the department's request, until they are able to provide updated video footage. In the meantime, that portion of the budget has been reallocated to enhance their Programmatic and Indeed Sponsored Listings, ensuring the campaign remains effective and balanced.

Meta Ads (Facebook & Instagram)

We run a series of targeted advertisements across Facebook and Instagram—collectively known as Meta Ads—tailored to reach individuals aged 18–35, a key recruitment demographic. These campaigns are optimized for reach and engagement, with dynamic creatives designed to resonate with prospective candidates.

We currently achieve 85,000 to 90,000 impressions per month, with an average of 1,500 link clicks, which demonstrates strong user engagement and drives traffic directly to recruitment pages.

Programmatic Display Ads

To broaden our reach beyond social media, we leverage programmatic advertising, which uses AI and behavioral data to strategically place display ads across thousands of websites and mobile apps. With over 50,000 impressions each month, this method allows us to reach users based on location, interests, online behavior, and device use, ensuring that we meet potential candidates where they are.

We also utilize geo-targeting and geofencing to serve ads near colleges, gyms, career expos, and other relevant locations. These geofences can be activated before and after key recruitment events to ensure maximum exposure and lasting impressions.

Indeed Sponsored Listings

To connect with high-intent job seekers, we manage sponsored listings on Indeed, one of the most visited job platforms in the world. These listings are continuously optimized to appear at the top of search results, ensuring high visibility among qualified candidates actively looking for public service opportunities. In 2024, we received 2679 applications for the MFRD and 1715 for the MPD.

We also monitor and analyze Indeed performance metrics—including application rates, impressions, and engagement—to refine the listings and adjust strategy as needed.

Budget

DESCRIPTION	PRICE	QTY	SUBTOTAL
☒ Mobile Police Department Based on the scope of work above.			\$2,000/month
☒ Mobile Fire Department Based on the scop of work above.			\$2,000/month

Reporting

As part of our commitment to transparency and accountability, we provide the City of Mobile with a detailed monthly report highlighting the results of our recruitment marketing efforts.

In addition to monthly reporting, we compile an annual report at the end of each calendar year.

To ensure alignment with departmental goals and evolving needs, we also remain available for strategy sessions or review meetings as needed—offering full visibility into performance and opportunities for growth.

INDEED APPLICATIONS MFRD

225 Applications Received

INDEED APPLICATIONS MPD

139 Applications Received

DIGITAL ADS MPD

Link Clicks	Form Submissions	Impressions
1,559	4	86,951

Southern
VIEW MEDIA

Southern
VIEW MEDIA

Southern VIEW Crew



Michelle Murrill
CEO, Creative Director



Brad Murrill
CFO



Leigh West
Vice President



Cheri Robertson
Director, Social Media &
Content



Jonathan Smith
Assistant Director,
Development



Maggie Semski
Assistant Director,
Accounts



Jamie Spann, Senior
Creative & Digital
Manager



Jared Budlong
Senior Account
Manager



Drew Hale
Account Manager



JD DePew
Copywriter /
Account Manager



Victor Chhoa, Assistant
Ads Manager



Maria Lawrence,
Graphic Designer



Mason Holcomb,
Graphic Designer

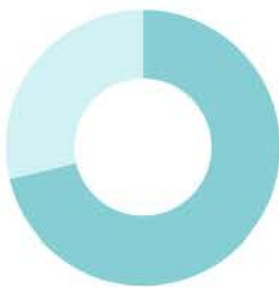


Mackenzie Burnett
Content Creator



CASE STUDY

Coastal Stone & Cabinetry



\$449,901

Total Revenue Generated

- Phone Leads: \$320,560
- Form Submissions: \$129,341

511

Total Leads
Calls & Forms

782K+

Total Reach

Cross-platform impressions

CTR

4.59%

Click-through rate
for Google Ads

GMB Engagement

3.1K

Calls & website clicks
with 958 direction
requests

Website Traffic

22.1K

Views with 71%
new users

Social Media

3,030%

Increase in followers &
post engagement

OBJECTIVES:

Coastal Stone partnered with us to enhance their digital presence and generate quality leads through targeted digital marketing strategies. The focus was on increasing brand visibility, engaging with potential customers and converting interest into actionable leads.

SOLUTIONS:

We implemented a comprehensive digital marketing strategy including:

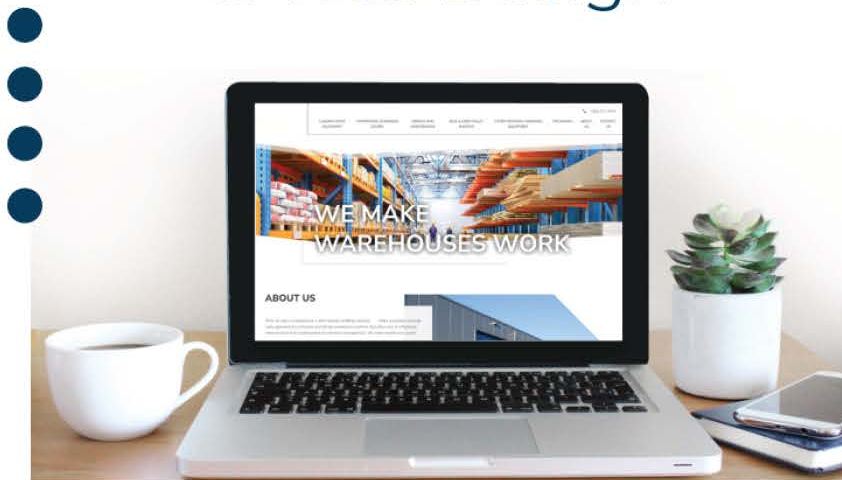
- Social media management across platforms
- Google Ads campaigns with geofencing
- Lead generation through optimized forms
- Google Business Profile optimization

RESULTS:

The campaign delivered exceptional results across all channels, generating nearly \$450k in revenue for Coastal Stone. Notable achievements include:

- Geofencing campaign reached 483K+ local customers
- Facebook audience engagement reached 102K+ potential clients
- Consistent 4.0 average rating on Google Business Profile
- Achieved top ad positions for key industry search terms

Digital Marketing & Web Design



INDUSTRIAL WAREHOUSE COMPANY

OBJECTIVES:

Marketing Plan, Website Design & Development

A local industrial warehouse company hired Southern View Media to create a custom marketing plan that would increase market share and attract new customers. They found themselves with a unique problem: they are in an industry that lags behind in technology. Their president and vice president wanted to position themselves to be at the forefront of that change.

SOLUTIONS:

Southern View Media implemented a custom marketing strategy that included website design and development, organic and paid social media, Google Ads, SEO and digital ads.

RESULTS:

The new website now showcases them as the premier material handling and equipment dealer in the Gulf Coast area. Furthermore, they have seen a business increase of 40% compared to year over year.

Digital Marketing Campaign



ALLIANCE INSURANCE

OBJECTIVES:

Increase Page Clicks and Phone Calls

Alliance Insurance reached out to Southern View Media with the goal of better expanding its network reach to clients. They wanted to drive more traffic to their website and increase interaction with clients both new and existing. Southern View Media created strategies to allow Alliance Insurance to meet these goals.

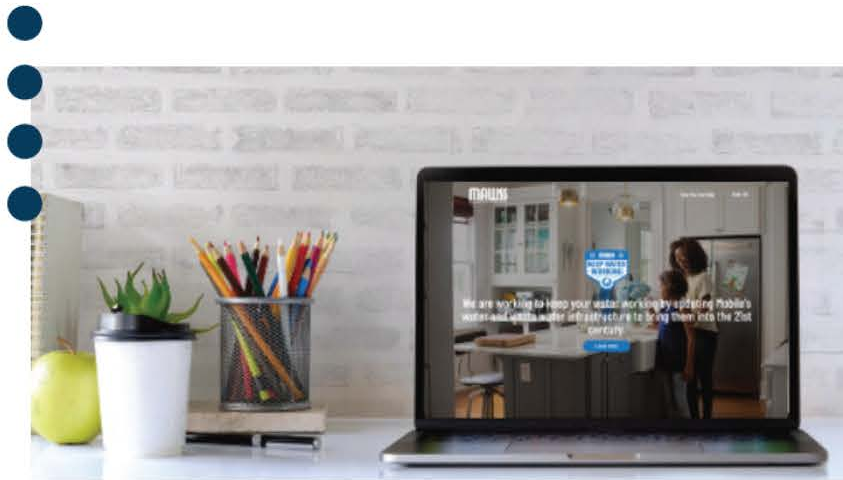
SOLUTIONS:

Southern View Media developed digital marketing campaigns for Alliance Insurance to be able to target specific clientele. In creating these campaigns, Alliance Insurance provided specific keywords that they felt were necessary for their ad campaign.

RESULTS:

In doing this, from June to August 2022, Alliance Insurance reached 34,931 impressions and received 794 clicks to their website. Additionally, they received 198 phone calls over the 2-month span, leading to an increase in clients.

Custom Image Campaign



MOBILE AREA WATER AND SEWER SYSTEM

OBJECTIVES:

Custom Image Campaign | keepwaterworking.com

Mobile Area Water and Sewer System (MAWSS) contacted Southern View Media to create a full, all-inclusive campaign directed towards improving the MAWSS public image. MAWSS deemed an image campaign necessary after a third-rate increase in the fall of 2019. The ultimate goal of the campaign was to educate the general public about infrastructure and the need for a rate increase.

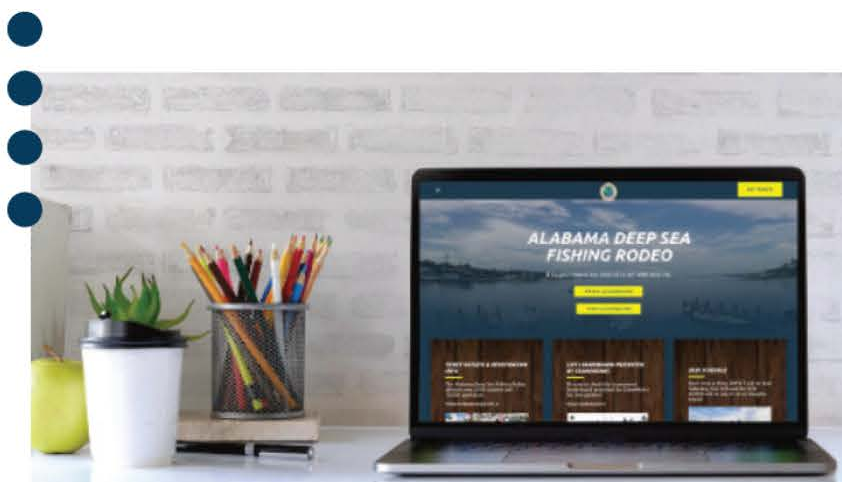
SOLUTIONS:

The Southern View Media team created an all-inclusive campaign titled "Keep Water Working". The intended message was that MAWSS works hard to provide clean, reliable water to homes and businesses alike. MAWSS ensures that the water is safe to drink and to use for both cleaning and sanitary needs.

RESULTS:

The campaign crossed barriers as it included both traditional and new media, including television commercials, infomercials, billboards, print ads, Facebook/Instagram ads, social media content, YouTube ads and a fully-responsive website.

Design & Social Media



ALABAMA DEEP SEA FISHING RODEO

OBJECTIVES:

Custom Website Design and Development | adsfr.com

The committee of the 86th Annual Alabama Deep Sea Fishing Rodeo approached Southern View Media with concerns about their old website; specifically, that it had an outdated appearance and functions. They also had a unique problem: they needed a live leaderboard.

SOLUTIONS:

Southern View Media's design and development teams collaborated to create a fun and interactive website that allows users to view information during the rodeo. The website also allows fishermen to view live leaderboards during tournaments and access local marine forecasts directly from the National Data Buoy Center. Custom code enables the site to communicate with third-party tools and integrations, including website automation to meet traffic demands.

RESULTS:

ADSFR's new website meets the organization's needs and the needs of its audience, including fishermen and sponsors. The modern full-width design is completely mobile responsive. Live leader boards can be accessed on the homepage with the click of a button.

Social Media



COASTAL ALABAMA COMMUNITY COLLEGE

OBJECTIVES:

Increase Social Media Presence

Coastal Alabama Community College and its Communications Department asked for help with creating social media content for Facebook, Instagram and Twitter. The college wanted social media content that simultaneously aligned with branding guidelines while being creative and original.

SOLUTIONS:

Southern View Media created new social media graphics, managed social media accounts and provided active insight to the CACC communications team. New social media campaigns included #MaskUpCoastal (to promote safety during the pandemic) and #KnowTheCode (to promote Title IX).

RESULTS:

All Coastal Alabama Community College platforms received an increase in engagement, including staff recognition and student stories. This brand-focused solution embraced the pandemic, post-pandemic, Title IX changes and more.

Direct Mailer Campaign



Hembree Heating & Air

OBJECTIVES:

Direct Mail Postcards Lead to Increased Sign Ups

Hembree Heating & Air Conditioning approached Southern View Media to create direct mail postcards for their new and existing clients. The objective was to provide information about maintenance plans, offer promotional discounts and serve as reminders for contract renewals.

SOLUTIONS:

Southern View Media designed and produced direct mail postcards for Hembree Heating & Air Conditioning. The postcards effectively communicated the details of maintenance plans, promotional offers and contract renewal reminders to their clients.

RESULTS:

The direct mail postcards resulted in an increase in contract renewals for Hembree Heating & Air Conditioning, both from previous and existing clients. The postcards also helped generate new contracts from these clients, who appreciated the reminder and found value in the information and discounts provided.

Overall, Southern View Media's direct mail campaign successfully served its purpose by boosting contract renewals and generating new business for Hembree Heating & Air Conditioning. The postcards proved to be an effective marketing tool that delivered valuable information and incentives to their clients.

Email Campaign & Social Media



Retail Technologies Inc.

OBJECTIVES:

Increase Page Likes

RTI approached Southern View Media to boost sales by expanding its reach in the retail, grocery, and convenience store industry. They aimed to attract new clients by offering custom sign and label printing services through their sister company, RTISigns, in addition to their existing DESIGN-R-LABELS software.

SOLUTIONS:

Southern View Media developed a strategic email campaign and social media strategy to target the desired audience effectively. The email campaign focused on providing engaging and relatable content that addressed common challenges faced by clients in the industry. By promoting solutions through DESIGN-R-LABELS software and RTISigns, the campaign successfully engaged potential clients and showcased RTI's services.

RESULTS:

Through the strategic email campaign and social media strategy, RTI achieved its objective of increasing business and reaching a wider audience. This led to a substantial 25% year-over-year growth in sales revenue from 2021 to 2022. The targeted marketing efforts by Southern View Media effectively drove business expansion for RTI, demonstrating the power of strategic email campaigns and social media strategies in capturing and engaging the intended audience.

Branding & Social Media



Dauids Catfish

OBJECTIVES:

Rebranding David's Catfish

Southern View Media aimed to rebrand David's Catfish House, a seafood restaurant with a 30-year history, by modernizing its logo and tone while preserving its sentimental connection to customers. The objective was to provide a refreshed appearance that remained true to the restaurant's roots while conveying a unified message to current and prospective customers.

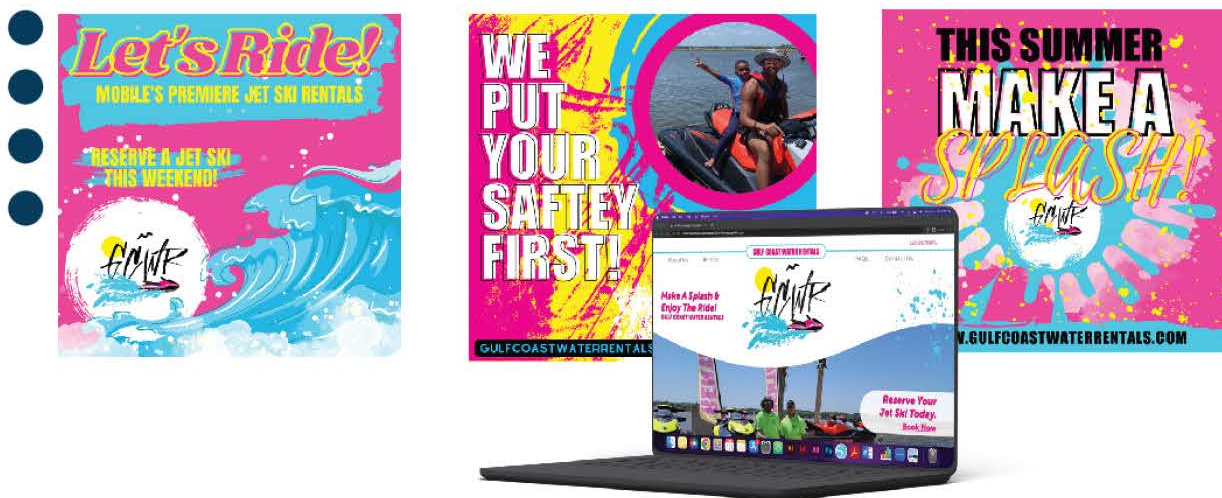
SOLUTIONS:

The team modified the brand's mascot, the catfish, while retaining its essence. Changes were made to the drawing style, hat choice, and color scheme. They also introduced a new mascot, the shrimp, creating a dynamic relationship between the two. This approach resulted in a refreshing solution that effectively conveyed the restaurant's identity.

RESULTS:

David's Catfish House successfully established a new brand identity while staying true to its core values. The gradual transition between old and new elements preserved the restaurant's name and avoided confusion. The revitalized appearance and unified message resonated with customers, generating renewed interest. Southern View Media's rebranding efforts allowed the restaurant to maintain its sentimental connection while embracing a modernized image and attracting a wider audience.

Branding & Social Media



GULF COAST WATER RENTALS

OBJECTIVES:

Making A Branding Splash

Gulf Coast Water Rentals (GCWR), a new business offering jet ski rentals along Mobile Bay, sought a vibrant and attention-grabbing brand identity for their first season. They aimed to establish a strong presence that would resonate with their target audience and demand attention.

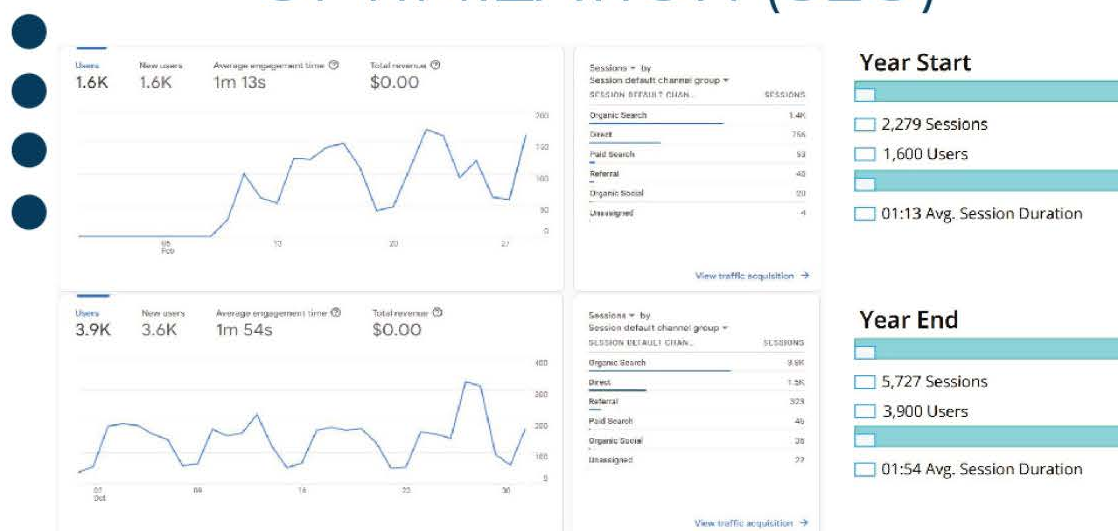
SOLUTIONS:

Southern View Media developed a dynamic and action-packed brand identity for GCWR, creating a strong and recognizable image. They also designed a new website, social media content, and promotional products to complete the brand package and effectively reach potential customers.

RESULTS:

With their compelling brand identity, website, social media content, and promotional materials, GCWR attracted thrill seekers and built trust among clients. The company gained over 12,000 followers on Instagram, received over 800 likes, and achieved a five-star rating on Facebook. Southern View Media successfully created an adventurous and inclusive brand identity that promoted family fun and safety on Mobile Bay, establishing GCWR as a prominent and trusted name in the industry.

SEARCH ENGINE OPTIMIZATION (SEO)



HHM HEALTH

OBJECTIVES:

Increase Visibility in Google Search Results

HHM Health inquired about strategic, digital services with Southern View Media to achieve the goal of increasing visibility in Google search results over the course of the year. HHM Health had desires to expand their web traffic and keyword searches in order to reach a wider audience.

SOLUTIONS:

After partnering with Southern View Media, the team created a strategy to increase HHM Health's reach in Google search results by applying a focus on web traffic and keyword searches in order to increase their rankings. In doing this, Southern View Media was able to dedicate specific keywords to HHM Health's Google search in order to potentially increase their total by year's end.

RESULTS:

As a result of these strategies, Southern View Media was able to increase overall traffic to their website by over 200%. Additionally, session durations on the website increased by over 150%. In terms of keywords, HHM Health ranked for #1 on Google searches by 387% as well as total numbers of keywords ranked for by 350%.

SEARCH ENGINE OPTIMIZATION (SEO) AND GOOGLE ADS



PROFESSIONAL ELECTRIC

OBJECTIVES:

Enhance Visibility and Attract Qualified Leads

Professional Electric partnered with Southern View Media to boost online visibility and attract qualified leads. Their goals included improving SEO and implementing targeted Google Ads campaigns.

SOLUTIONS:

Southern View Media executed a comprehensive SEO strategy, optimizing website content and employing on-page and off-page techniques. Customized Google Ads campaigns targeting specific keywords, locations, and demographics we also created.

RESULTS:

The SEO strategy resulted in a remarkable 50% increase in organic website traffic within three months, driving qualified leads and conversions. The Google Ads campaigns achieved a significant 30% boost in click-through rates, attracting more potential customers and generating increased inquiries.

Overall, Southern View Media's SEO and Google Ads services successfully elevated Professional Electric's online presence, driving higher traffic, qualified leads, and conversions.

EXHIBIT B Evidence of Contractor Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/04/2025

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

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

PRODUCER Cochran Insurance Agency 57 LeMoyne Place Mobile, AL 36604	CONTACT NAME: Tracy L. Cochran PHONE (A/C, No. Ext): 251-635-4780 E-MAIL ADDRESS: tracy@cochraninsagency.com FAX (A/C, No): 251-241-7198														
INSURED Southern View Media LLC 25369 US HWY 98 Daphne AL 36526	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Sheffield Fund</td><td>9999900</td></tr><tr><td>INSURER B: ACE American Insurance Co.</td><td>39020</td></tr><tr><td>INSURER C: Hiscox</td><td>10200</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Sheffield Fund	9999900	INSURER B: ACE American Insurance Co.	39020	INSURER C: Hiscox	10200	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE
A/B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	A: 600-2025-41903-00 B: HDOG71464064	01/01/2025	12/31/2025	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
C	Professional Liability			P100.798.936.4	12/16/2024	12/16/2025	Each Claim 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)

*Blanket Additional Insured and Waiver of Subrogation: any person or organization for whom the named insured has agreed by written contract.
*Benefits of Workers Compensation coverage are limited to the provision of the Alabama Workers Compensation Law.

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

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

AUTHORIZED REPRESENTATIVE

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R E S O L U T I O N

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

Adopted:

City Clerk

**NOTICE OF HEARING ON PROPOSED CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY TO OPERATE
A SHUTTLE SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Kahtan Ahmed to operate a shuttle service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on June 17, 2025, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.



Lisa C. Lambert
City Clerk

R E S O L U T I O N

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

Adopted:

City Clerk



APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

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

I. Certificate Information

Name of Person or Legal Entity seeking certificate: _____

Haktan Ahmed

Mobile Business Address: _____

Telephone _____ Trade Name (d/b/a): _____

II. Business Information

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

Birthdate: _____ SSN: _____

Address _____ City _____ State _____ Zip _____
code

Telephone Number: _____ Driver's License #: _____

Residing in Mobile County: Years: 7 Months: 1

U.S. Citizenship: Yes ☒ No _____

I attest, under penalty of perjury that I am:

☒ A citizen or national of the United States

_____ A lawful permanent resident

(Alien # A _____)

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

(Alien # or Admission # _____)

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

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

Business Address: _____



(If different from address provided in Part I)

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

Name	Title	Address	Amount of Stock Held (if any)

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

Name	Date	Amount	Location	Disposition

Part III. Vehicle/Carriage Information:

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

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

Location of terminal/depot or stand & stables: Airport + Mobile Regional

What will be your days and hours of operation? Everyday / Anytime

How many vehicles (carriages) do you intend to operate? 1

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

Vehicle Description:

Make: <u>Ford</u>	Year: <u>2010</u>	Model: <u>Transit</u>
Make: _____	Year: _____	Model: _____
Make: _____	Year: _____	Model: _____
Make: _____	Year: _____	Model: _____

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

Taxi Shuttle, "DayTrip Shuttle Service, LLC"
white vehicle,



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

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

Applicant's Signature

NAME OF ENTITY:

Day Trip LLC

By: Kahtan H Ahmend

Its Member

SWORN TO AND SUBSCRIBED BEFORE ME THIS
21 DAY OF April, 2025

NOEMID V ACOSTA
Notary Public
Alabama State at Large

Notary Public



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

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

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

NAME: Kahtan H Ahmed

Date of Birth: _____ Security #: _____

Present Address ⁹ _____ 36609

Home Phone Number _____ Work Phone Number: _____

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

Present Employer and Address: _____

Present Position/Title: _____

Judicial History:

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

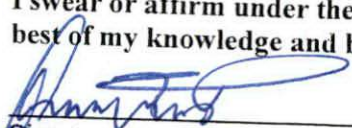
VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

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

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

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


Signature

Date Signed

**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:

Day Trip 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): Kahtan H Ahmed

Street (**no PO Boxes**) address of registered office (must be located in Alabama):

*COUNTY of above address: MOBILE

Mailing address in Alabama of registered office (if different from street address):

4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama	
Sec. Of State	
001-186-457	DLL
Date	04/18/2025
Time	11:36:00
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 4 / 18 / 2025 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 : 36 ☒ 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).

<u>4 / 18 / 2025</u>	<u>Kahtan H Ahmed</u>
Date (MM/DD/YYYY)	Signature as required by 10A-5A-2.04
	<u>Member</u>
	Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.



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

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Kahtan H Ahmed

Nickname(s) or Maiden Name: _____

Current Address: _____

Previous Address: _____

Personal Description: _____

Height: 5' 6"

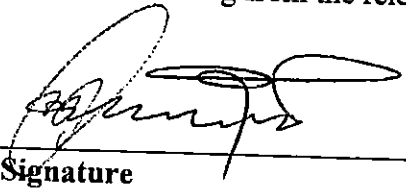
Weight: 165 lbs

Hair Color: Black

Eye Color: Brown

Social Security Number: _____

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


Signature

4/21/25
Date signed



Mobile County Sheriff's Office

Sheriff Paul Burch, Jr.

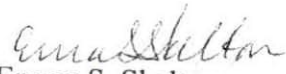
Date: 04/21/2025

To Whom It May Concern:

SUBJECT: KAHTAN HAZAM AHMED
DOB:

The Central Records Section of the Mobile County Sheriff's Office, Alabama, shows
no arrest /records for the above named individual.

Mobile County Sheriff's Office


Emma S. Skelton
Record Specialist
251-574-8660

APPLICANT

AHMED, KAHTAN HAZAM

1632500311

AL0020000

[Signature]

US

M A 506

1/21/25

Bonnie Laramee

APPLICANT SCREENING



1632500311

AHMED, KAHTAN HAZAM

AL0020000

4/21/25

Bonnie Laramie

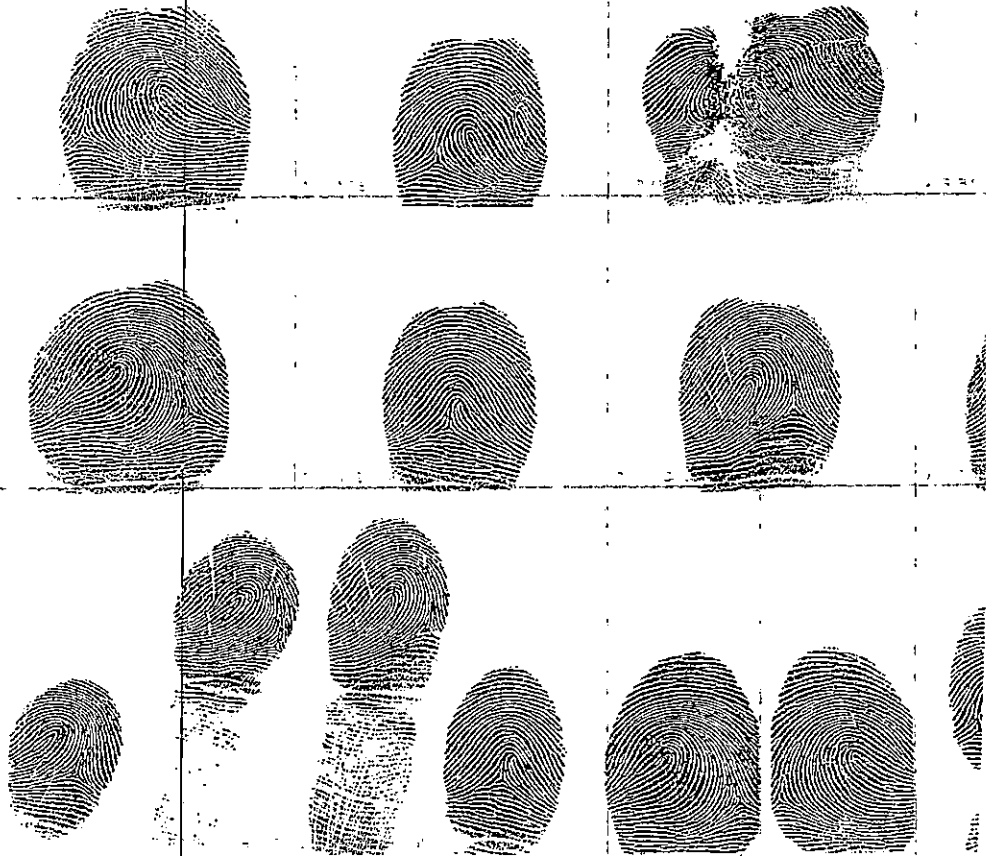
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APPLICANT SCREENING





DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

DAY TRIP LLC
KAHTAN H AHMED SOLE MBR
900 DOWNTOWNER BLVD APT 167
MOBILE, AL 36609

Date of this notice: 04-18-2025

Employer Identification Number:
33-4657859

Form: SS-4

Number of this notice: CP 575 G

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 33-4657859. 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.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is DAYT. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Keep this part for your records.

CP 575 G (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 G

9999999999

Your Telephone Number Best Time to Call
() -

DATE OF THIS NOTICE: 04-18-2025
EMPLOYER IDENTIFICATION NUMBER: 33-4657859
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023
[Barcode]

DAY TRIP LLC
KAHTAN H AHMED SOLE MBR

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

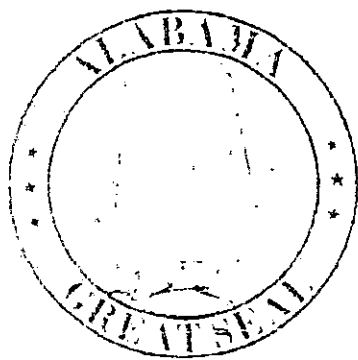
STATE OF ALABAMA

**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:

Day Trip LLC

This name reservation is for the exclusive use of Kahtan H Ahmed, 900
Downtown Blvd., Apt 167, Mobile, AL 36609 for a period of one year beginning
April 18, 2025 and expiring April 18, 2026



RES214395

**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 18, 2025

Date

Wes Allen

Secretary of State



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 17, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Authorize the Settlement Agreement and Release of Claims for Otis Hattenstein

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution.Settlement Hattenstein

REVIEWERS:

Patricia Primm

Cherlina Monteiro

James Barber

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Otis Hattenstein, as outlined in the Settlement Agreement and Release of Claims. A copy of the said settlement agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Rezoning
of Property Located at
5945, 6000, & 6030 Rangeline Road and 5933 Rabbit Creek Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted **June 17, 2025**, a public hearing will be held on the **22nd** day of **July, 2025**, at 10:30 a.m., to consider adoption of an ordinance for proposed rezoning of property located at 5945, 6000, & 6030 Rangeline Road and 5933 Rabbit Creek Drive from R-A, Residential Agricultural District, and B-5, Office Distribution District, to R-1, Single-Family Residential Suburban District, and B-5, Office Distribution District.

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

Lisa C. Lambert
City Clerk

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

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

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

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, D.R. TAYLOR SUBDIVISION, AS RECORDED IN MAP BOOK 81, PAGE 34 IN THE OFFICE OF THE JUDGE OF PROBATE COURT, MOBILE ALABAMA, SAID POINT LOCATED ON THE EAST RIGHT-OF-WAY LINE OF RABBIT CREEK DRIVE; THENCE RUN S24°40'54"W, ALONG THE EAST RIGHT-OF-WAY LINE OF RABBIT CREEK DRIVE, 260.06 FEET TO THE P.C. OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2093.86 AND A DELTA ANGLE OF 3°25'19"; THENCE RUN SOUTHWESTWARDLY, ALONG SAID CURVE, AN ARC LENGTH OF 125.05 FEET (CHORD BEARS S25°55'29"W, 125.03 FEET) TO A POINT; THENCE RUN S79°20'04"W, 203.40 FEET TO A POINT ON A CURVE, CONCAVING TO THE NORTHWEST, HAVING A RADIUS OF 1939.86, AND A DELTA ANGLE OF 3°01'00"; THENCE RUN SOUTHWESTWARDLY, ALONG SAID CURVE AND EAST RIGHT-OF-WAY LINE OF RABBIT CREEK DRIVE, AN ARC LENGTH OF 102.13 FEET (CHORD BEARS S34°47'15"W, 102.12 FEET) TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE ALONG SAID CURVE, AN ARC LENGTH OF 591.21 FEET (CHORD BEARS S43°56'33"W, 588.93 FEET) TO THE P.R.C. OF A CURVE TO THE LEFT, HAVING A RADIUS OF 994.96 AND A DELTA ANGLE OF 40°36'18"; THENCE RUN SOUTHWESTWARDLY, ALONG SAID CURVE AND EAST RIGHT-OF-WAY LINE, AN ARC LENGTH OF 705.12 FEET (CHORD BEARS S32°22'12"W, 690.46 FEET) TO THE P.T. THEREOF; THENCE RUN S12°03'36"W, ALONG SAID EAST RIGHT-OF-WAY LINE, 607.84 FEET TO THE P.C. OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 984.93, AND A DELTA ANGLE OF 15°28'10"; THENCE RUN SOUTHWESTWARDLY, ALONG

SAID CURVE AND EAST RIGHT-OF-WAY LINE, AN ARC LENGTH OF 265.92 FEET (CHORD BEARS S19°48'44"W, 265.12 FEET) TO A POINT; THENCE RUN S76°08'34"E, 155.84 FEET TO A POINT; THENCE RUN N13°29'55"E, 1093.06 FEET TO A POINT; THENCE RUN N41°48'43"E, 256.16 FEET TO A POINT; THENCE RUN N44°37'16"E, 777.93 FEET TO A POINT; THENCE RUN N57°48'06"W, 151.81 FEET TO THE POINT OF BEGINNING.

ALSO

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, D.R. TAYLOR SUBDIVISION, AS RECORDED IN MAP BOOK 81, PAGE 34 IN THE OFFICE OF THE JUDGE OF PROBATE COURT, MOBILE ALABAMA, SAID POINT LOCATED ON THE EAST RIGHT-OF-WAY LINE OF RABBIT CREEK DRIVE; THENCE RUN S89°34'47"E, ALONG THE NORTH LINE OF SAID LOT 1, 67.38 FEET TO A POINT; THENCE RUN S0°16'27"W, ALONG THE EAST LINE OF SAID LOT 1, 774.20 FEET TO A POINT BEING THE SOUTHWEST CORNER OF SAID LOT 1; THENCE CONTINUE ALONG SAID LINE, S0°16'27"W, 89.83 FEET TO A POINT BEING THE NORTHWEST CORNER OF LOT 1, RANGE LINE - HAMILTON INDUSTRIAL PARK, THIRD ADDITION, AS RECORDED IN MAP BOOK 46, PAGE 22 IN THE OFFICE OF THE JUDGE OF PROBATE COURT; THENCE RUN ALONG THE NORTH LINE OF SAID SUBDIVISION, N60°02'53"E, 555.24 FEET TO A POINT LOCATED ON THE WEST RIGHT-OF-WAY LINE OF RANGE LINE ROAD; THENCE RUN S29°49'45"E, ALONG SAID RIGHT-OF-WAY LINE, 1050.11 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF LOT "A", FAYARD SUBDIVISION, AS RECORDED IN MAP BOOK 74, PAGE 71 IN THE OFFICE OF THE JUDGE OF PROBATE COURT; THENCE RUN S60°05'24"W, ALONG THE SOUTH LINE OF SAID LOT "A", 2018.52 FEET TO A POINT BEING THE SOUTHWEST CORNER OF LOT "A"; THENCE RUN N76°08'34"W, 595.30 FEET TO A POINT; THENCE RUN N13°29'55"E, 1093.06 FEET TO A POINT; THENCE RUN N41°48'43"E, 256.16 FEET TO A POINT; THENCE RUN N44°37'16"E, 777.93 FEET TO A POINT; THENCE RUN N57°48'06"W, 151.81 FEET TO A POINT BEING THE SOUTHEAST CORNER OF SAID LOT 1 OF D.R. TAYLOR SUBDIVISION, LOCATED ON A CURVE, CONCAVING TO THE NORTHWEST, HAVING A RADIUS OF 1939.86, AND A DELTA ANGLE OF 3°01'00"; THENCE RUN NORTHEASTWARDLY, ALONG SAID CURVE AND EAST RIGHT-OF-WAY LINE OF RABBIT CREEK DRIVE, AN ARC LENGTH OF 102.13 FEET (CHORD BEARS N34°47'15"E, 102.12 FEET) TO A POINT; THENCE RUN N79°20'04"E, 203.40 FEET TO A POINT ON A CONCAVING CURVE TO THE NORTHWEST WITH A RADIUS OF 2093.86 FEET; THENCE RUN ALONG SAID CURVE, 125.05 FEET (CHORD BEARS: N25°55'29"E, 125.03 FEET) THENCE RUN N24°40'54"E, 260.06 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from R-A, Residential Agricultural District, and B-5, Office Distribution District, to R-1, Single-Family Residential Suburban District, and B-5, Office Distribution District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in an R-1, Single-Family Residential Suburban District, and B-5, Office Distribution District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described

shall be used for any use allowed in an R-1, Single-Family Residential Suburban District, or B-5, Office Distribution District, 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.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 22nd day of July, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 25th day of June, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 5945, 6000 & 6030 Rangeline Road, and 5933 Rabbit Creek Drive.

The proposed amendment to the Unified Development Code changes the classification of the subject property from **R-A, Residential Agricultural District**, and **B-5, Office Distribution District**, to **R-1, Single-Family Residential Suburban District**, and **B-5, Office Distribution District**. Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **R-1** and **B-5** 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 an **R-1** or **B-5** 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 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:

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ALSO

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, D.R. TAYLOR SUBDIVISION, AS RECORDED IN MAP BOOK 81, PAGE 34 IN THE OFFICE OF THE JUDGE OF PROBATE COURT, MOBILE ALABAMA, SAID POINT LOCATED ON THE EAST RIGHT-OF-WAY LINE OF RABBIT CREEK DRIVE; THENCE RUN S89°34'47"E, ALONG THE NORTH LINE OF SAID LOT 1, 67.38 FEET TO A POINT; THENCE RUN S0°16'27"W, ALONG THE EAST LINE OF SAID LOT 1, 774.20 FEET TO A POINT BEING THE SOUTHWEST CORNER OF SAID LOT 1; THENCE CONTINUE ALONG SAID LINE, S0°16'27"W, 89.83 FEET TO A POINT BEING THE NORTHWEST CORNER OF LOT 1, RANGE LINE - HAMILTON INDUSTRIAL PARK, THIRD ADDITION, AS RECORDED IN MAP BOOK 46, PAGE 22 IN THE OFFICE OF THE JUDGE OF PROBATE COURT; THENCE RUN ALONG THE NORTH LINE OF SAID SUBDIVISION, N60°02'53"E, 555.24 FEET TO A POINT LOCATED ON THE WEST RIGHT-OF-WAY LINE OF RANGE LINE ROAD; THENCE RUN S29°49'45"E, ALONG SAID RIGHT-OF-WAY LINE, 1050.11 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF LOT "A", FAYARD SUBDIVISION, AS RECORDED IN MAP BOOK 74, PAGE 71 IN THE OFFICE OF THE JUDGE OF PROBATE COURT; THENCE RUN S60°05'24"W, ALONG THE SOUTH LINE OF SAID LOT "A", 2018.52 FEET TO A POINT BEING THE SOUTHWEST CORNER OF LOT "A"; THENCE RUN N76°08'34"W, 595.30 FEET TO A POINT; THENCE RUN N13°29'55"E, 1093.06 FEET TO A POINT; THENCE RUN N41°48'43"E, 256.16 FEET TO A POINT; THENCE RUN N44°37'16"E, 777.93 FEET TO A POINT; THENCE RUN N57°48'06"W, 151.81 FEET TO A POINT BEING THE SOUTHEAST CORNER OF SAID LOT 1 OF D.R. TAYLOR SUBDIVISION, LOCATED ON A CURVE, CONCAVING TO THE NORTHWEST, HAVING A RADIUS OF 1939.86, AND A DELTA ANGLE OF 3°01'00"; THENCE RUN NORTHEASTWARDLY, ALONG SAID CURVE AND EAST RIGHT-OF-WAY LINE OF RABBIT CREEK DRIVE, AN ARC LENGTH OF 102.13 FEET (CHORD BEARS N34°47'15"E, 102.12 FEET) TO A POINT; THENCE RUN N79°20'04"E, 203.40 FEET TO A POINT ON A CONCAVING CURVE TO THE NORTHWEST WITH A RADIUS OF 2093.86 FEET; THENCE RUN ALONG SAID CURVE, 125.05 FEET (CHORD BEARS: N25°55'29"E, 125.03 FEET) THENCE RUN N24°40'54"E, 260.06 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from R-A, Residential Agricultural District, and B-5, Office Distribution District, to R-1, Single-Family Residential Suburban District, and B-5, Office Distribution District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in an R-1, Single-Family Residential Suburban District, and B-5, Office Distribution District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the

Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in an **R-1, Single-Family Residential Suburban District**, or **B-5, Office Distribution District**, 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.**

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

Adopted:

Lisa Lambert, City Clerk

Rangeline/Rabbit Creek Drive Subdivision
John Fayard Real Estate, LLC
5945, 6000 & 6030 Rangeline Road, and 5933 Rabbit Creek Drive
Council District 4
Ben Reynolds



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

June 9, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on April 17, 2025, considered the request of John Fayard Real Estate, LLC, for a change in zoning from **R-A, Residential Agricultural District, and B-5, Office Distribution District, to R-1, Single-Family Residential Suburban District, and B-5, Office Distribution District**, for the property located at **5945, 6000 & 6030 Rangeline Road, and 5933 Rabbit Creek Drive**.

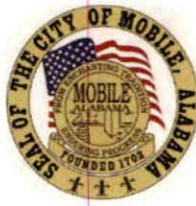
After discussion it was decided to recommend approval of the rezoning request to the City Council.

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

April 21, 2025

John R. Fayard, Jr.
Post Office Box 2189
Gulfport, Mississippi 39505

Re: 5945, 6000 & 6030 Rangeline Road and 5933 Rabbit Creek Drive
ZON-UDC-003228-2025
Rangeline/Rabbit Creek Drive Subdivision
John Fayard Real Estate, LLC
District 4
Rezoning from Residential Agricultural District (R-A) and Office Distribution District (B-5), to Single Family Residential Suburban District (R-1) and Office Distribution District (B-5).

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

At its meeting on April 17, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following criteria prevail to support Rezoning of the property to **R-1, Single-Family Residential Suburban District**, and **B-5, Office Distribution District**:

- A) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
- B) Change. Changing conditions in a particular area make an amendment necessary and desirable.
- C) 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 Rezoning the property to **R-1, Single-Family Residential Suburban District**, and **B-5, Office Distribution District**, 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 is based on the current legal description is **\$553.28** 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.

ZON-UDC-003228-2025 5945, 6000 & 6030 Rangeline Road and 5933 Rabbit Creek Drive
April 21, 2025

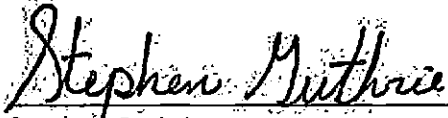
If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:

A handwritten signature in black ink that reads "Stephen Guthrie". The signature is written in a cursive style with a large, stylized "S" and "G".

Stephen Guthrie

Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION

March 28, 2025

PUBLIC HEARING NOTICE



Re: 6030 Rangeline Road
ZON-UDC-003228-2025
Rangeline/Rabbit Creek Drive Subdivision
John Fayard Real Estate, LLC
District 4
Rezoning from Residential Agricultural District (R-A) and Office Distribution District (B-5), to
Single-Family Residential Suburban District (R-1) and Office Distribution District (B-5).

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, April 17, 2025, 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:

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, April 16, 2025, 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.

Rogers, Payton

From: Molly Stanford <molly@polysurveying.com>
Sent: Thursday, February 20, 2025 3:23 PM
To: Rogers, Payton
Cc: Anderson, Logan; Travarus Franklin; Polysurveying Mail; Brett Orrell
Subject: RE: John Fayard Real Estate, LLC / Rangeline Rabbit Creek Drive Subdivision; ZON-UDC-3228-2025 & SUB-3226-2025

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

Payton,

We are requesting a holdover so we can schedule a neighborhood meeting. Please holdover until the April meeting. If you need any additional information, please let us know. Thanks.

Best,

Molly Stanford

ALTA Admin Coordinator/Human Resources

5588 Jackson Road
Mobile, AL 36619
251-666-2010 (office)
molly@polysurveying.com



CORPORATE OFFICE

5588 Jackson Road
Mobile, AL 36619
(251) 666-2010

ALABAMA FIELD OFFICES

Daphne: (251) 626-0905
8749
Montgomery: (334) 245-5721

FLORIDA FIELD OFFICES

Pensacola: (850) 696-1661
Defuniak Springs: (850) 790-0045
Tallahassee: (448) 488-0585
Jacksonville: (904) 312-7095

MISSISSIPPI FIELD OFFICES

Ocean Springs: (228) 215-



City of Mobile • Planning & Zoning

Plan Submission Contact Information

Name of Project _____

Address _____

Owner

John Fayard
PO Box 2189

Zip Code 39505

Phone

228-365-6558, Fax _____

Email

j.fayard@johnfayardwarehouse.com

Authorized Agent _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Contractor _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

SURVEYOR

Civil Engineer

POLYSURVEYING

Address 5588 JACKSON ROAD Zip Code 36619

Phone 251-666-2010 Fax _____ Email MAIL@POLYSURVEYING.COM

Architect _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by:

Signature

John L. Fayard, Jr.
2-3-25

Print

JOHN FAYARD, JR.

Date

Affiliation to project/Organization _____

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

Revised May 2020

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 property is currently split zoned, based on new division of property as a 2-lot subdivision, currently B-5 and R-A.

We are asking to extend the B-5 designation back to meet the rear of the newly formed R-1 development of 18 proposed lots in a separate simultaneous submittal.

Future Land Use Map (FLUM) Designation

B-5 & R-1

Requested Zoning

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

If yes, describe the error

N/A

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

The business has been in operation for many years and are looking to re-develop road frontage lots along

Rabbit Creek Drive for residential purposes. There is no current plan for expansion of B-5, but will need to avoid split zoning.

The B-5 site submitted as is.

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

Residential corridor of Rabbit Creek Drive is to be paved to private road standards in conjunction with

City engineering for residential development.

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

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

Revised February 2023

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.

Current use is a steady mix of commercial, industrial and residential that fits this area as it exists today.

The B-5 property is an established trucking company.

2. Describe the surrounding land uses.

The Rangeline Road side of the property shares a mix of industrial and business properties, while the Rabbit Creek Drive side is mostly residential with both R-1 and R-A zoning nearby.

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

Rezoning and movement of the property line for B-5 would meet buffering requirements of the City zoning ordinance.

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

The B-5 portion of the property retains its use and access through Rangeline Road and the proposed residential portion will utilize Rabbit Creek Drive once it is paved to City engineering standards.

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 development of the residential lots will provide additional homes for the area near current residential homes and neighborhoods. The portion of the R-A zone to be converted to B-5 allows for expansion of the established trucking business.

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

N/A



City of Mobile • Planning & Zoning
Neighborhood Meeting Cover Sheet

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

Date of Submittal: 4/1/25

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

Neighborhood Meeting Date: 3/25/25

Neighborhood Meeting Time: 4pm

Neighborhood Meeting Location: Cypress Shores Baptist Church

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

- ☒ Dated photograph(s) of the posted sign(s)
- ☒ The verified address list of surrounding property owners to whom notification was provided
- ☒ A copy of the notice advertising the Neighborhood Meeting
- ☒ A sign-in sheet documenting meeting attendance
- ☒ A written summary or minutes of the meeting
- ☒ Copies of any site plans, building elevations or other documents provided or referenced at the meeting
- ☒ Additional documents (Describe: _____)

Applicant's Name: Lynn Nolen
(First Name & Last Name)

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

x Lynn Nolen Date: 3/27/25

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

**Notice of Neighborhood Meeting
March 7, 2025**

Dear Property Owners:

This letter is to inform you that a Neighborhood Meeting has been scheduled to discuss the following applications at Lynn Nolen & Brian Bailey will be submitting to the Mobile City Planning Commission:

- 1. Application Zoning change to rezone the property at 6030 Rangeline Road Mobile, Alabama 36619 from RA to R-1 for Lot 1. As well as rezoning lot 2 from RA to B-5.**
- 2. Application for Conditional Use Permit approval to allow use of the property located at 6030 Rangeline Rd Lot 1- to build single family homes and Lot 2- to build warehouse spaces and laydown yard.**

The Neighborhood Meeting will be held at the following time, date and location:

3/25/25

4:00pm

**Cypress Shores Baptist Church
4327 Higgins Rd Mobile, Alabama 36619**

You are receiving this notice because your property is located within 300 feet of 6030 Rangeline Road Mobile, Alabama 36619, in compliance with the notification requirements of Article 5 of the city's Unified Developmental Code. You or your agent are invited to attend the Neighborhood Meeting to learn more about the above-referenced applications, ask questions, and present your views.

Sincerely,



**Lynn Nolen
9970 Lynd Road
Grand Bay, Alabama 36541
lnolen@yahoo.com**

Neighborhood Meeting Summary

Meeting Date: 3/25/25

Meeting Time: 4:00 pm

Meeting Location: Cypress Shores Baptist

Below is a summary of the proposed project presented at the Neighborhood Meeting:

• We would like to rezone lot 1 from RA to R-1
to build houses on.

• And rezone lot 2 from RA to B-5

The following information was distributed (e.g. site plan, building elevation drawings, traffic study, etc.):

please see attached plot plan

Please attach copies of the distributed information to this summary.

Below is a summary of what occurred at the meeting (please provide the names of anyone who spoke, summarize any questions and responses, summarize any pertinent information discussed or any important activities that occurred):

The neighborhood meeting was called to order @ 4:25 pm. The meeting began with a full proposal of the intended use of the property. After the explanation the floor was opened for questions and discussion. The laydown yard was a large subject. The attendees wanted assurance that there would not be a distribution center built. Lyn Nolen and Mike Dees both attested to the fact that Mr. Fayard said his intent was to build a laydown yard. As far as the residential lots, privacy was a concern.

Neighborhood Meeting Summary

Date: 3/25/25
Applicant: _____

Meeting Location: Cypress Shores Baptist Church
Application: _____

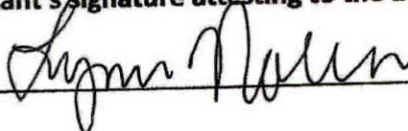
(Meeting summary, continued)

as to which multiple options were proposed.
The time line for the upcoming projects were discussed
as what steps are needed to move forward.
The meeting ended on a positive note and everyone
understood the plan moving forward. The meeting
ended @ 4:52 pm.

If meeting minutes were recorded, please provide a copy of the written minutes with this summary.

The Neighborhood Meeting ended at the following time: 4:52 pm

Applicant's signature attesting to the accuracy of this summary:

x  Date: 3/27/25

Neighborhood Meeting

Date: 3/25/25

Time: 4:00pm

Location of Neighborhood Meeting: Cypress Creek Baptist Church

Project Location: 6030 Rangeline Rd

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

Lot 1: RA → R-1

Lot 2: RA → B-5

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

x [Signature] Date: 3/27/25

Please Sign In:

Name: Kathleen Parker Email: kathleenparker307@yahoo.com
Address: 5960 Riverchase Dr S Phone: 251 604 7329
Mobile 361219

Name: Lee Hoffman Email: None
Address: 4611 General Rd Mobile AL Phone: 251 509 5981

Name: Jerry Oldshue Email: boldshue@me.com
Address: 6000 Riverchase Dr. S. Phone: 265 772 7796

Name: Anthony Hammond Email: anthonyhammond@expressway.com
Address: 5930 Riverchase Dr S Phone: 251 680-1500

Neighborhood Meeting Sign-in Sheet
Date: 3/25/25
Applicant: _____

Meeting Location: Cypress Shores Baptist Church
Application(s): _____

Name: Stephanie Bender
Address: 10070 Riverchase Dr S.
Email: smb904@yahoo.com
Phone: 251-458-1632

Name: Allison Little
Address: 5870 Everdale Dr. N.
Email: allisonlittle2015@aol.net
Phone: 251-767-8069

Name: Josh McKee
Address: 5920 Riverchase Dr N
Email: JMcKee22@gmail.com
Phone: 304-312-1234

Name: Randy Dondel
Address: 5810 Riverchase Dr N
Email: rdondel@bellsouth.net
Phone: 251-463-7570

Name: Sherron P. Boag
Address: 5860 Riverchase Dr N
Email: sherronboag@sherronboag.com
Phone: 251-510-1001

Name: Mike Boag
Address: 5860 Riverchase Dr N
Email: mikedboag@southernindiana.com
Phone: 251-510-1005

Name: Sherron P. Boag
Address: 5840 Riverchase Dr N.
Email: sherronboag@sherronboag.com
Phone: 251-583-7535

Name: Row McKee
Address: 5840 Riverchase Dr N
Email: RowMcKee@BHS.org
Phone: 251-583-7537

Neighborhood Meeting Sign-In Sheet

Date: 3/25/25
Applicant: _____

Meeting Location: Cypress shores Baptist church
Application(s): _____

Name: _____ Email: _____
Address: _____ Phone: _____

Name: _____ Email: _____
Address: _____ Phone: _____

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Name: _____ Email: _____
Address: _____ Phone: _____

Name: _____ Email: _____
Address: _____ Phone: _____

March 25, 2025

planning comm. Appl.
the meeting for the rezoning for the ~~John~~ John
Fayard property located at
was held at: Cypress Shores Bapt. Church
on March 25, 2025 @ 4:00 pm.

~~John~~ Lyn Nolen was representing the applicant
John Fayard and presided over the meeting.

There were twelve households represented, eleven
from Riverchase Estates and one from other.

Lyn Nolen called meeting to order at
7:25 after some discussion regarding
zone differences; current zoning and proposed
rezoning. There was a full size plat
for viewing and discussion.

Further in the discussion from the plat,
we discussed the smaller lots that are
up for rezoning and also the remaining
property that would be rezoned for the B3
zoning for John Fayard's property.

Some of the discussion and concern was
the question of Mr. Fayard building a distribution
center. ~~He~~ ^{Lyn} explained that according to
Mr. Fayard, it should be a laydown
yard ^{and} of warehouses similar to what is
already there. Mike Dees of Riverchase
spoke up and said that it was his

Understanding as well that this was his intent and not distribution center

The discussion for the residential lots ~~were~~ were discussed in detail about lot size and min. sq. ~~footage~~ ^{footage}. Lyn explained that he typically builds 2,000 or larger custom homes and the lot sizes will avg. 85' x 150'. The neighbors wanted to make sure there will be covenants & restrictions. I ~~be~~ assured there would.

- Further discussion about privacy for the Riverchase neighborhood. Specifically the South end where there is minimal tree coverage. We discussed having some common

ground between the two parties by planting cedar trees on the west side of the road on the prop. line of the owners of the Riverchase Lots.

There was a question asked to Lyn about the time frame moving forward and Lyn explained to them that he would turn in the minutes ~~and~~ ^{to} record from this meeting, and sign the sheet March 26th 2025. At that time planning will notify us of a meeting that will take place that we will attend to discuss with city planning.

~~For the people that~~ ^{were} ~~attending~~
~~the meeting,~~ there appeared to be
~~mostly positive~~

~~For the most part,~~ the 1

The general consensus of the meeting
ended on a positive note. As if
they understood our plan in moving
forward.

Meeting was adjourned @ 4:52 pm.

HOFFMAN LEROY
4611 GENERAL RD
MOBILE AL 36619

(1)

RANGELINE ROAD PROPERTIES L L C, AS
ASSIGNEE OF
3520 SCENIC DR
MOBILE AL 36605

(11)

MCKEE JOSHUA JOSEPH & KELSEY
CATHERINE RINGEL MCKEE
5920 RIVERCHASE DR N
MOBILE AL 36619

(21)

ROONEY DAVID
7630 CAMERON CT
MOBILE AL 36695

(2)

BG BAYOU PROPERTIES LLC
6110 RANGELINE RD
THEODORE AL 36582

(12)

LITTLE BRIAN HEITH & ALLISON NELSON
LITTLE
5870 RIVERCHASE DR N
MOBILE AL 36619

(22)

PARKER KATHLEEN
5960 RIVERCHASE DR S
MOBILE AL 36619

(3)

WITT CHANCE & HEATHER WITT
5880 RIVERCHASE DR N
MOBILE AL 36619

(13)

DEES FRANK M & SHEREE L
5860 RIVERCHASE DR N
MOBILE AL 36619

(23)

GAYLORD BRUCE WALTER & PAMELA KAY
GAYLORD
6020 RIVERCHASE DR S
MOBILE AL 36619

(4)

BAILEY BRIAN R & JUDY C
5990 RIVERCHASE DR S
MOBILE AL 36619

(14)

MARKS SEAN PAUL & ELIZABETH
ALDRIDGE HARRIS MARKS
5950 RIVERCHASE DR S
MOBILE AL 36619

(24)

LEACH JEFFREY ROBERT & JONELLE
KEARLEY LEACH AS TRUSTEES (MORE)
6030 RIVERCHASE DR S
MOBILE AL 36619

(5)

SEWELL JAMES W & STEPHANIE M
BENDER
6070 RIVERCHASE DR S
MOBILE AL 36619

(15)

LEACH JEFFREY ROBERT & JONELLE
KEARLEY LEACH AS TRUSTEES (MORE)
6030 RIVERCHASE DR S
MOBILE AL 36619

(25)

OLDSHUE JERRY C JR & PAIGE OLDSHUE
6000 RIVERCHASE DR S
MOBILE AL 36619

(6)

RIZK SIMON GEORGES & SUSAN CAROLINE
RIZK
6094 RIVERCHASE DR S
MOBILE AL 36619

(16)

Polysurveying and Engineering

Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

(26)

MARKS SEAN PAUL & ELIZABETH
ALDRIDGE HARRIS MARKS
5950 RIVERCHASE DR S
MOBILE AL 36619

(7)

DONALD RANDALL N & JOANNA N
DONALD
5810 RIVERCHASE DR N
MOBILE AL 36619

(17)

JOHN FAYARD REAL ESTATE LLC
P O BOX 2189
GULF PORT MS 39505

(27)

BIERMAN TODD & CAROLINE BIERMAN
6399 N COUNTY ROAD 1200E
CHARLESTON IL 61920

(8)

HAMMONTREE ANTHONY W & MITZI
5830 RIVERCHASE DR N
MOBILE AL 36619

(18)

THOMPSON PROPERTIES LLC
2136 MARCHFIELD DR W
MOBILE AL 36693

(28)

JONES GLENDA DARLENE & DWAYNE
CLARK JONES
6052 RIVERCHASE DR S
MOBILE AL 36619

(9)

MORROW BILLY RONALD & LYNNELL C
5840 RIVERCHASE DR N
MOBILE AL 36619

(19)

HARTIN CHARLES WILLIAM JR
6060 RIVERCHASE DR S
MOBILE AL 36619

(10)

COOPER PATRICIA V, ANTHONY A
COOPER, LYNNELL C MORROW AND
900 HILLCREST RD STE A5
MOBILE AL 36695

(20)



Add a Caption

Friday • Mar 7, 2025 • 2:01 PM

Adjust

IMG_4573

Apple iPhone 15 Pro Max

HEIF

Main Camera — 24 mm f1.78

24 MP • 4284 × 5712 • 5.1 MB

ISO 80

24 mm

0 ev

f1.78

1/4310 s

Add a location...



John Fayard Moving & Warehousing, L.L.C.

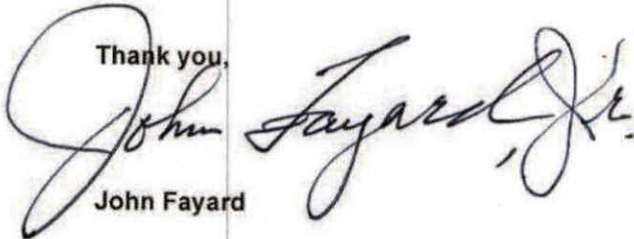
P.O. Box 2189 • Gulfport, MS 39505
Phone (228) 864-2262 • (866) 862-0867

March 31, 2025

To whom it may concern:

I, John Fayard, nominate Lynn Nolen to be my proxy for the purposes of rezoning the property at 6030 Rangeline Road Mobile, Alabama 36619, Lot 1 & Lot 2. I grant him full permission to act in my absence.

Thank you.


John Fayard



Warehousing • Container & Trailer Rentals • Record Storage • Climate Controlled Storage

ALLIED



Add a Caption

Friday • Mar 7, 2025 • 1:48 PM

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 IMG_4570

Apple iPhone 15 Pro Max

HEIF

Main Camera — 24 mm f1.78

12 MP • 3024 × 4032 • 1.7 MB

ISO 64

83 mm

0 ev

f1.78

1/4310 s

[Add a location...](#)





Add a Caption



Look Up Plant >

Friday • Mar 7, 2025 • 1:57 PM

[Adjust](#)

📁 IMG_4571

Apple iPhone 15 Pro Max

HEIF

Main Camera — 24 mm $f1.78$

24 MP • 4284 × 5712 • 4.9 MB

ISO 80

24 mm

0 ev

$f1.78$

1/3247 s

[Add a location...](#)





Add a Caption

Friday • Mar 7, 2025 • 1:57 PM

[Adjust](#)

✓ IMG_4572

Apple iPhone 15 Pro Max

HEIF

Main Camera — 24 mm $f1.78$

12 MP • 3024 × 4032 • 762 KB

ISO 64

89 mm

0 ev

$f1.78$

1/1724 s

[Add a location...](#)



PROPOSED LOT 1

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, D.R. TAYLOR SUBDIVISION, AS RECORDED IN MAP BOOK 81, PAGE 34 IN THE OFFICE OF THE JUDGE OF PROBATE COURT, MOBILE ALABAMA, SAID POINT LOCATED ON THE EAST RIGHT-OF-WAY LINE OF RABBIT CREEK DRIVE; THENCE RUN $S24^{\circ}40'54''W$, ALONG THE EAST RIGHT-OF-WAY LINE OF RABBIT CREEK DRIVE, 260.06 FEET TO THE P.C. OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2093.86 AND A DELTA ANGLE OF $3^{\circ}25'19''$; THENCE RUN SOUTHWESTWARDLY, ALONG SAID CURVE, AN ARC LENGTH OF 125.05 FEET (CHORD BEARS $S25^{\circ}55'29''W$, 125.03 FEET) TO A POINT; THENCE RUN $S79^{\circ}20'04''W$, 203.40 FEET TO A POINT ON A CURVE, CONCAVING TO THE NORTHWEST, HAVING A RADIUS OF 1939.86, AND A DELTA ANGLE OF $3^{\circ}01'00''$; THENCE RUN SOUTHWESTWARDLY, ALONG SAID CURVE AND EAST RIGHT-OF-WAY LINE OF RABBIT CREEK DRIVE, AN ARC LENGTH OF 102.13 FEET (CHORD BEARS $S34^{\circ}47'15''W$, 102.12 FEET) TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE ALONG SAID CURVE, AN ARC LENGTH OF 591.21 FEET (CHORD BEARS $S43^{\circ}56'33''W$, 588.93 FEET) TO THE P.R.C. OF A CURVE TO THE LEFT, HAVING A RADIUS OF 994.96 AND A DELTA ANGLE OF $40^{\circ}36'18''$; THENCE RUN SOUTHWESTWARDLY, ALONG SAID CURVE AND EAST RIGHT-OF-WAY LINE, AN ARC LENGTH OF 705.12 FEET (CHORD BEARS $S32^{\circ}22'12''W$, 690.46 FEET) TO THE P.T. THEREOF; THENCE RUN $S12^{\circ}03'36''W$, ALONG SAID EAST RIGHT-OF-WAY LINE, 607.84 FEET TO THE P.C. OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 984.93, AND A DELTA ANGLE OF $15^{\circ}28'10''$; THENCE RUN SOUTHWESTWARDLY, ALONG SAID CURVE AND EAST RIGHT-OF-WAY LINE, AN ARC LENGTH OF 265.92 FEET (CHORD BEARS $S19^{\circ}48'44''W$, 265.12 FEET) TO A POINT; THENCE RUN $S76^{\circ}08'34''E$, 155.84 FEET TO A POINT; THENCE RUN $N13^{\circ}29'55''E$, 1093.06 FEET TO A POINT; THENCE RUN $N41^{\circ}48'43''E$, 256.16 FEET TO A POINT; THENCE RUN $N44^{\circ}37'16''E$, 777.93 FEET TO A POINT; THENCE RUN $N57^{\circ}48'06''W$, 151.81 FEET TO THE POINT OF BEGINNING.

PROPOSED LOT 2

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, D.R. TAYLOR SUBDIVISION, AS RECORDED IN MAP BOOK 81, PAGE 34 IN THE OFFICE OF THE JUDGE OF PROBATE COURT, MOBILE ALABAMA, SAID POINT LOCATED ON THE EAST RIGHT-OF-WAY LINE OF RABBIT CREEK DRIVE; THENCE RUN $S89^{\circ}34'47''E$, ALONG THE NORTH LINE OF SAID LOT 1, 67.38 FEET TO A POINT; THENCE RUN $S0^{\circ}16'27''W$, ALONG THE EAST LINE OF SAID LOT 1, 774.20 FEET TO A POINT BEING THE SOUTHWEST CORNER OF SAID LOT 1; THENCE CONTINUE ALONG SAID LINE, $S0^{\circ}16'27''W$, 89.83 FEET TO A POINT BEING THE NORTHWEST CORNER OF LOT 1, RANGE LINE - HAMILTON INDUSTRIAL PARK, THIRD ADDITION, AS RECORDED IN MAP BOOK 46, PAGE 22 IN THE OFFICE OF THE JUDGE OF PROBATE COURT; THENCE RUN ALONG THE NORTH LINE OF SAID SUBDIVISION, $N60^{\circ}02'53''E$, 555.24 FEET TO A POINT LOCATED ON THE WEST RIGHT-OF-WAY

LINE OF RANGE LINE ROAD; THENCE RUN S29°49'45"E, ALONG SAID RIGHT-OF-WAY LINE, 1050.11 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF LOT "A", FAYARD SUBDIVISION, AS RECORDED IN MAP BOOK 74, PAGE 71 IN THE OFFICE OF THE JUDGE OF PROBATE COURT; THENCE RUN S60°05'24"W, ALONG THE SOUTH LINE OF SAID LOT "A", 2018.52 FEET TO A POINT BEING THE SOUTHWEST CORNER OF LOT "A"; THENCE RUN N76°08'34"W, 595.30 FEET TO A POINT; THENCE RUN N13°29'55"E, 1093.06 FEET TO A POINT; THENCE RUN N41°48'43"E, 256.16 FEET TO A POINT; THENCE RUN N44°37'16"E, 777.93 FEET TO A POINT; THENCE RUN N57°48'06"W, 151.81 FEET TO A POINT BEING THE SOUTHEAST CORNER OF SAID LOT 1 OF D.R. TAYLOR SUBDIVISION, LOCATED ON A CURVE, CONCAVING TO THE NORTHWEST, HAVING A RADIUS OF 1939.86, AND A DELTA ANGLE OF 3°01'00"; THENCE RUN NORTHEASTWARDLY, ALONG SAID CURVE AND EAST RIGHT-OF-WAY LINE OF RABBIT CREEK DRIVE, AN ARC LENGTH OF 102.13 FEET (CHORD BEARS N34°47'15"E, 102.12 FEET) TO A POINT; THENCE RUN N79°20'04"E, 203.40 FEET TO A POINT ON A CONCAVING CURVE TO THE NORTHWEST WITH A RADIUS OF 2093.86 FEET; THENCE RUN ALONG SAID CURVE, 125.05 FEET (CHORD BEARS: N25°55'29"E, 125.03 FEET) THENCE RUN N24°40'54"E, 260.06 FEET TO THE POINT OF BEGINNING.

HOFFMAN LEROY
4611 GENERAL RD
MOBILE AL 36619

HOFFMAN LEROY
4611 GENERAL RD
MOBILE AL 36619

HOFFMAN LEROY
4611 GENERAL RD
MOBILE AL 36619

JOHN FAYARD REAL ESTATE LLC
P O BOX 2189
GULFPORT MS 39505

JOHN FAYARD REAL ESTATE LLC
P O BOX 2189
GULFPORT MS 39505

JOHN FAYARD REAL ESTATE LLC
P O BOX 2189
GULFPORT MS 39505

HOFFMAN LEROY
4611 GENERAL RD
MOBILE AL 36619

HOFFMAN LEROY
4611 GENERAL RD
MOBILE AL 36619

HOFFMAN LEROY
4611 GENERAL RD
MOBILE AL 36619

ROONEY DAVID
7630 CAMERON CT
MOBILE AL 36695

ROONEY DAVID
7630 CAMERON CT
MOBILE AL 36695

ROONEY DAVID
7630 CAMERON CT
MOBILE AL 36695

RANGELINE ROAD PROPERTIES L L C, AS
ASSIGNEE OF
3520 SCENIC DR
MOBILE AL 36605

RANGELINE ROAD PROPERTIES L L C, AS
ASSIGNEE OF
3520 SCENIC DR
MOBILE AL 36605

RANGELINE ROAD PROPERTIES L L C, AS
ASSIGNEE OF
3520 SCENIC DR
MOBILE AL 36605

BG BAYOU PROPERTIES LLC
6110 RANGELINE RD
THEODORE AL 36582

BG BAYOU PROPERTIES LLC
6110 RANGELINE RD
THEODORE AL 36582

BG BAYOU PROPERTIES LLC
6110 RANGELINE RD
THEODORE AL 36582

MCGOWIN PROPERTIES LTD C/O BAILEY
BRIAN ROWELL
5990 RIVERCHASE DR S
MOBILE AL 36619

MCGOWIN PROPERTIES LTD C/O BAILEY
BRIAN ROWELL
5990 RIVERCHASE DR S
MOBILE AL 36619

MCGOWIN PROPERTIES LTD C/O BAILEY
BRIAN ROWELL
5990 RIVERCHASE DR S
MOBILE AL 36619

THOMPSON PROPERTIES LLC
2136 MARCHFIELD DR W
MOBILE AL 36693

THOMPSON PROPERTIES LLC
2136 MARCHFIELD DR W
MOBILE AL 36693

THOMPSON PROPERTIES LLC
2136 MARCHFIELD DR W
MOBILE AL 36693

WITT CHANCE & HEATHER WITT
5880 RIVERCHASE DR N
MOBILE AL 36619

WITT CHANCE & HEATHER WITT
5880 RIVERCHASE DR N
MOBILE AL 36619

WITT CHANCE & HEATHER WITT
5880 RIVERCHASE DR N
MOBILE AL 36619

Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

COOPER PATRICIA V, ANTHONY A
COOPER, LYNNELL C MORROW AND
900 HILLCREST RD STE A5
MOBILE AL 36695

COOPER PATRICIA V, ANTHONY A
COOPER, LYNNELL C MORROW AND
900 HILLCREST RD STE A5
MOBILE AL 36695

COOPER PATRICIA V, ANTHONY A
COOPER, LYNNELL C MORROW AND
900 HILLCREST RD STE A5
MOBILE AL 36695

MCKEE JOSHUA JOSEPH & KELSEY
CATHERINE RINGEL MCKEE
5920 RIVERCHASE DR N
MOBILE AL 36619

MCKEE JOSHUA JOSEPH & KELSEY
CATHERINE RINGEL MCKEE
5920 RIVERCHASE DR N
MOBILE AL 36619

MCKEE JOSHUA JOSEPH & KELSEY
CATHERINE RINGEL MCKEE
5920 RIVERCHASE DR N
MOBILE AL 36619

LITTLE BRIAN HEITH & ALLISON NELSON
LITTLE
5870 RIVERCHASE DR N
MOBILE AL 36619

LITTLE BRIAN HEITH & ALLISON NELSON
LITTLE
5870 RIVERCHASE DR N
MOBILE AL 36619

LITTLE BRIAN HEITH & ALLISON NELSON
LITTLE
5870 RIVERCHASE DR N
MOBILE AL 36619

DEES FRANK M & SHEREE L
5860 RIVERCHASE DR N
MOBILE AL 36619

DEES FRANK M & SHEREE L
5860 RIVERCHASE DR N
MOBILE AL 36619

DEES FRANK M & SHEREE L
5860 RIVERCHASE DR N
MOBILE AL 36619

MARKS SEAN PAUL & ELIZABETH
ALDRIDGE HARRIS MARKS
5950 RIVERCHASE DR S
MOBILE AL 36619

MARKS SEAN PAUL & ELIZABETH
ALDRIDGE HARRIS MARKS
5950 RIVERCHASE DR S
MOBILE AL 36619

MARKS SEAN PAUL & ELIZABETH
ALDRIDGE HARRIS MARKS
5950 RIVERCHASE DR S
MOBILE AL 36619

PARKER KATHLEEN
5960 RIVERCHASE DR S
MOBILE AL 36619

PARKER KATHLEEN
5960 RIVERCHASE DR S
MOBILE AL 36619

PARKER KATHLEEN
5960 RIVERCHASE DR S
MOBILE AL 36619

GAYLORD BRUCE WALTER & PAMELA KAY
GAYLORD
6020 RIVERCHASE DR S
MOBILE AL 36619

GAYLORD BRUCE WALTER & PAMELA KAY
GAYLORD
6020 RIVERCHASE DR S
MOBILE AL 36619

GAYLORD BRUCE WALTER & PAMELA KAY
GAYLORD
6020 RIVERCHASE DR S
MOBILE AL 36619

LEACH JEFFREY ROBERT & JONELLE
KEARLEY LEACH AS TRUSTEES (MORE)
6030 RIVERCHASE DR S
MOBILE AL 36619

LEACH JEFFREY ROBERT & JONELLE
KEARLEY LEACH AS TRUSTEES (MORE)
6030 RIVERCHASE DR S
MOBILE AL 36619

LEACH JEFFREY ROBERT & JONELLE
KEARLEY LEACH AS TRUSTEES (MORE)
6030 RIVERCHASE DR S
MOBILE AL 36619

OLDSHUE JERRY C JR & PAIGE OLDSHUE
6000 RIVERCHASE DR S
MOBILE AL 36619

OLDSHUE JERRY C JR & PAIGE OLDSHUE
6000 RIVERCHASE DR S
MOBILE AL 36619

OLDSHUE JERRY C JR & PAIGE OLDSHUE
6000 RIVERCHASE DR S
MOBILE AL 36619

BAILEY BRIAN R & JUDY C
5990 RIVERCHASE DR S
MOBILE AL 36619

BAILEY BRIAN R & JUDY C
5990 RIVERCHASE DR S
MOBILE AL 36619

BAILEY BRIAN R & JUDY C
5990 RIVERCHASE DR S
MOBILE AL 36619

JONES GLENDA DARLENE & DWAYNE
CLARK JONES
6052 RIVERCHASE DR S
MOBILE AL 36619

JONES GLENDA DARLENE & DWAYNE
CLARK JONES
6052 RIVERCHASE DR S
MOBILE AL 36619

JONES GLENDA DARLENE & DWAYNE
CLARK JONES
6052 RIVERCHASE DR S
MOBILE AL 36619

BIERMAN TODD & CAROLINE BIERMAN
6399 N COUNTY ROAD 1200E
CHARLESTON IL 61920

BIERMAN TODD & CAROLINE BIERMAN
6399 N COUNTY ROAD 1200E
CHARLESTON IL 61920

BIERMAN TODD & CAROLINE BIERMAN
6399 N COUNTY ROAD 1200E
CHARLESTON IL 61920

HARTIN CHARLES WILLIAM JR
6060 RIVERCHASE DR S
MOBILE AL 36619

HARTIN CHARLES WILLIAM JR
6060 RIVERCHASE DR S
MOBILE AL 36619

HARTIN CHARLES WILLIAM JR
6060 RIVERCHASE DR S
MOBILE AL 36619

SEWELL JAMES W & STEPHANIE M
BENDER
6070 RIVERCHASE DR S
MOBILE AL 36619

SEWELL JAMES W & STEPHANIE M
BENDER
6070 RIVERCHASE DR S
MOBILE AL 36619

SEWELL JAMES W & STEPHANIE M
BENDER
6070 RIVERCHASE DR S
MOBILE AL 36619

RIZK SIMON GEORGES & SUSAN CAROLINE
RIZK
6094 RIVERCHASE DR S
MOBILE AL 36619

RIZK SIMON GEORGES & SUSAN CAROLINE
RIZK
6094 RIVERCHASE DR S
MOBILE AL 36619

RIZK SIMON GEORGES & SUSAN CAROLINE
RIZK
6094 RIVERCHASE DR S
MOBILE AL 36619

DONALD RANDALL N & JOANNA N
DONALD
5810 RIVERCHASE DR N
MOBILE AL 36619

DONALD RANDALL N & JOANNA N
DONALD
5810 RIVERCHASE DR N
MOBILE AL 36619

DONALD RANDALL N & JOANNA N
DONALD
5810 RIVERCHASE DR N
MOBILE AL 36619

HAMMONTREE ANTHONY W & MITZI
5830 RIVERCHASE DR N
MOBILE AL 36619

HAMMONTREE ANTHONY W & MITZI
5830 RIVERCHASE DR N
MOBILE AL 36619

HAMMONTREE ANTHONY W & MITZI
5830 RIVERCHASE DR N
MOBILE AL 36619

MORROW BILLY RONALD & LYNNELL C
5840 RIVERCHASE DR N
MOBILE AL 36619

MORROW BILLY RONALD & LYNNELL C
5840 RIVERCHASE DR N
MOBILE AL 36619

MORROW BILLY RONALD & LYNNELL C
5840 RIVERCHASE DR N
MOBILE AL 36619



Agenda Item # 12

SUB-003226-2025 & ZON-UDC-003228-2025

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

[Applicant Materials for Consideration – Subdivision](#)

[Applicant Materials for Consideration – Rezoning](#)

DETAILS

Location:

5945, 6000, & 6030 Rangeline Road, and 5933 Rabbit Creek Drive

Subdivision Name:

Rangeline/Rabbit Creek Drive Subdivision

Applicant / Agent:

John Fayard Real Estate, LLC

Property Owners:

John Fayard Real Estate, LLC

Current Zoning:

R-A, Residential Agriculture District
& B-5, Office Distribution District

Proposed Zoning:

R-1, Single-Family Residential Suburban District,
& B-5, Office Distribution District

Future Land Use:

Low Density Residential, Light Industry
& Heavy Industry

Applicable Codes, Policies, and Plans:

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

Proposal:

- Subdivision approval to create two (2) legal lots of record.
- Rezoning from R-A & B-5, to R-1 & B-5
 - 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.

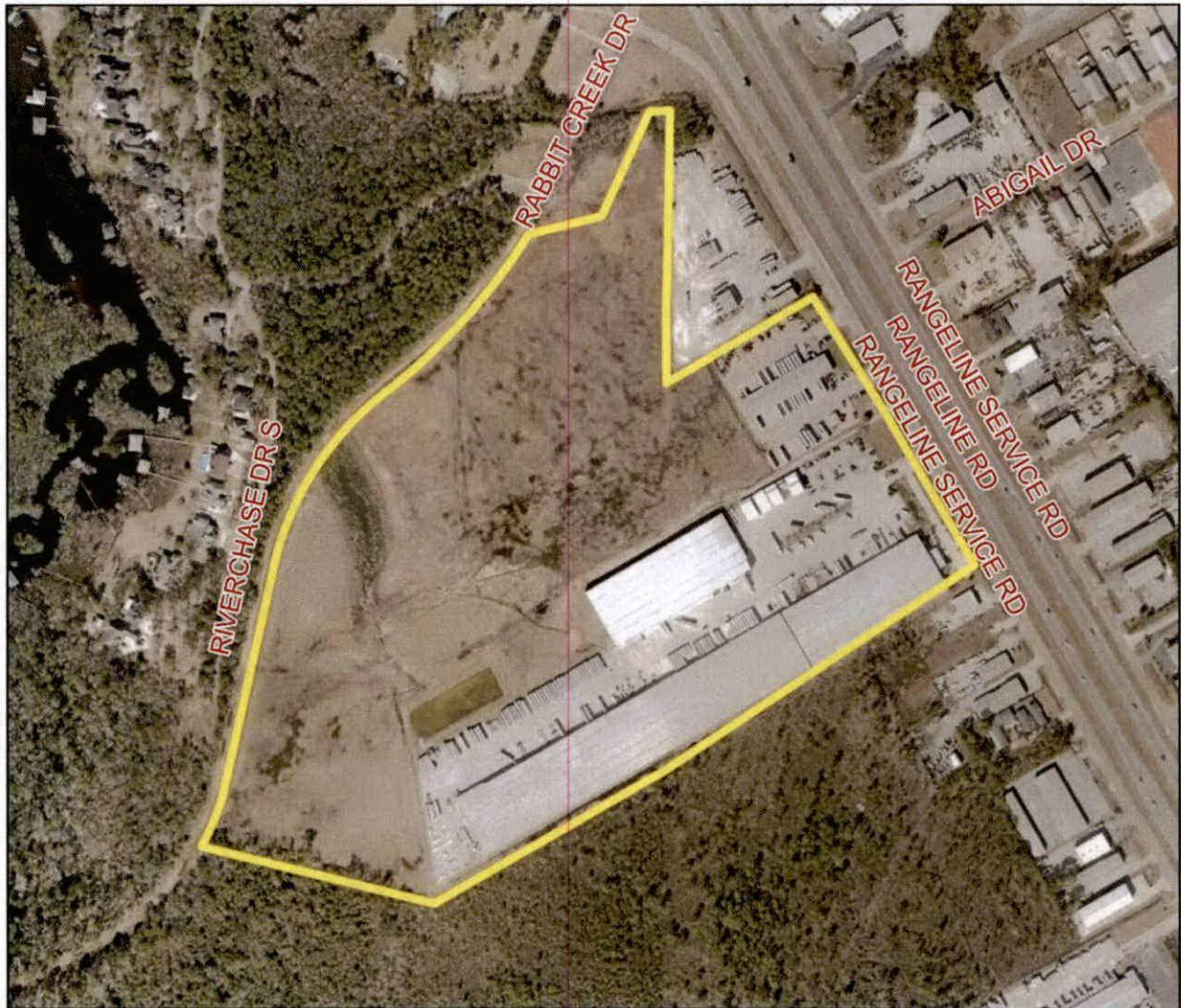
Commission Considerations:

1. Subdivision proposal with ten (10) conditions; and
2. Rezoning with three (3) conditions.

Report Contents:

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Site History	3
Staff Comments	3
Commission Considerations	6
Exhibits	8

PLANNING COMMISSION **VICINITY MAP - EXISTING AERIAL**



The site is surrounded by residential units to the west, and industrial and commercial units to the east.

APPLICATION NUMBER	12	DATE	April 17, 2025	N NTS
APPLICANT	Rangeline/Rabbit Creek Drive Subdivision			
REQUEST	Subdivision, Rezoning from R-A and B-5 to R-1 and B-5			

SITE HISTORY

Portions of the overall site have been the subject of the following subdivision approvals, prior to their annexation into Mobile City limits:

- Rangeline Hamilton Industrial Park Subdivision, Third Addition, a one (1)-lot subdivision approved and recorded in 1990;
- Fayard Subdivision, a one (1)-lot subdivision approved and recorded in 1997; and
- D R Taylor Subdivision, a one (1)-lot subdivision approved and recorded in 1998.

The remaining portion of the overall site is composed of two (2) metes-and-bounds parcels.

Rezoning of the associated properties from R-1, Single-Family Residential District, to R-A, Residential Agriculture District, and B-5, Office Distribution District, was adopted by City Council as part of the site's annexation into Mobile City limits in 2009.

There are Planning Commission or Board of Zoning Adjustment cases associated with the site.

STAFF COMMENTS

Engineering Comments:

Subdivision:

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

- A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
- B. National Wetlands Inventory (NWI) mapping, as shown on City of Mobile GIS information, indicates that there is potential for wetlands within the property or properties shown on this plat. Show and label the delineated wetlands or provide a note stating that the wetlands shown on this plat are scaled from the NWI data and have not been delineated.
- C. Provide a note that a 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
- D. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an A, AE, or X (shaded) flood zone designation. BFE = 11.
- E. Show and label each and every Right-Of-Way and easement.
- F. Rabbit Creek Dr. is currently not open for use. The road, and a turnaround, must be permitted, constructed and accepted prior to issuing a CO to any proposed structure on LOT 1.
- G. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance 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.
- H. Add a note that 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.
- I. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.

- J. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
- K. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
- L. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

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

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

Planning Comments:

Subdivision

The purpose of this application is to create two (2) legal lots of record from three (3) legal lots of record and two (2) metes-and-bounds parcels. The site is served by public water and sanitary sewer.

The proposed lots each have frontage along Rabbit Creek Drive, a minor street without curb and gutter requiring a 60-foot-wide right-of-way. Proposed Lot 2 also has frontage along Rangeline Road, an ALDOT-maintained Principal Arterial Street requiring a 300-foot-wide right-of-way at this location. The preliminary plat depicts a sufficient right-of-way width along Rabbit Creek Drive, making additional dedication unnecessary, but the plat depicts a varying right-of-way along Rangeline Road. Internal map images and parcel data indicate there is sufficient right-of-way along Rangeline Road; therefore, if approved, the plat should be revised to illustrate the minimum existing right-of-way width or a 300-foot-wide right-of-way along Rangeline Road (whichever is greater).

Proposed Lot 2 would be considered a double-frontage lot, which is discouraged by Section 6.C.7. of the Subdivision Regulations; however, access to Rabbit Creek Drive may help alleviate potential traffic impacts along Rangeline Road depending on future development and use of the property, suggesting a waiver of Section 6.C.7. may be appropriate.

Both lots exceed the minimum size and area requirements for lots served by public water and sanitary sewer in the site's existing and proposed zoning district classifications and are appropriately labeled with this information in square feet and acres on the preliminary plat, as required by Section 5.A.2(e)(4) of the Subdivision Regulations. If approved, this information should be retained on the Final Plat, adjusted for any required dedication.

The lots exceed the minimum width requirements of Sections 6.C.2(b)(2) and 6.C.2(b)(4) of the Subdivision Regulations for residential and non-residential lots along both street frontages.

A 25-foot front yard setback is illustrated along each street frontage, in compliance with the dimensional requirements of Article 2 for each existing and proposed zoning classification, as required by Section 5.C.2.(i) of the Subdivision Regulations. This information should be retained on the Final Plat, if approved, adjusted for any required dedication.

Multiple easements are illustrated on the preliminary plat. If approved, a note should be placed on the Final Plat stating no structures shall be constructed in any easement without permission of the easement holder.

If approved, the subdivision would result in the split zoning of Lot 2, between the R-A and B-5 zoning districts. As such, the request for Subdivision Approval will be contingent upon approval of the associated Rezoning request.

Rezoning

As mentioned, if the subdivision request is approved it will result in the split zoning of Lot 2, between the R-A and B-5 zoning districts. The applicant's justification for the rezoning, which can be viewed using the link on Page 1 of the report, is to modify the zoning district boundaries to be compatible with the proposed subdivision, to eliminate the potential for the split zoning, but also to rezone portions of the property zoned R-A (proposed Lot 1) to R-1, Single-Family Residential Suburban District, to accommodate future development of the site with single-family dwellings. The resulting B-5 portion of the site (proposed Lot 2) is currently developed for use as a warehousing and distribution center, and the site plan does not show any additional development of that site at this time.

The site is surrounded by properties zoned I-1, Light Industry District, to the North and East; B-5, Office-Distribution District, to the East and South; R-A, Residential Agriculture District, to the South and West; and R-1, Single-Family Residential Suburban District, to the West. Most of the adjacent properties in the B-5 and I-1 zoning district are developed for commercial and industrial use, whereas the adjacent residentially zoned properties are undeveloped.

Subdivision of the property suggests rezoning of the site, in general, is necessary, especially to eliminate the potential for split zoning. Considering the rezoning request is for zoning designations with greater use restrictions than those in other residential and commercial districts, approving the request may be appropriate in that it would have little, if any, impact to the surrounding neighborhood.

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, a waiver of Section 6.C.7. of the Subdivision Regulations (for double frontage) will be required and the following conditions could apply:

1. Revision of the plat to illustrate the minimum existing right-of-way or, if less than 300 feet, dedication to provide 150 feet from the centerline of Rangeline Road;
2. Retention of the 60-foot-wide right-of-way along Rabbit Creek Drive;
3. Retention of the lot sizes in both square feet and acres on the Final Plat, adjusted for any required dedication;
4. Retention of the 25-foot front yard setback along each street frontage, adjusted for any required dedication, in compliance with Section 5.A.2(f) of the Subdivision Regulations, and with Article 2 of the Unified Development Code;
5. Placement of a note on the Final Plat stating no structures shall be constructed in any easement without permission of the easement holder;
6. Completion of the Rezoning request to eliminate the potential for any split-zoned lots;
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 Rezoning is intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

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

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

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

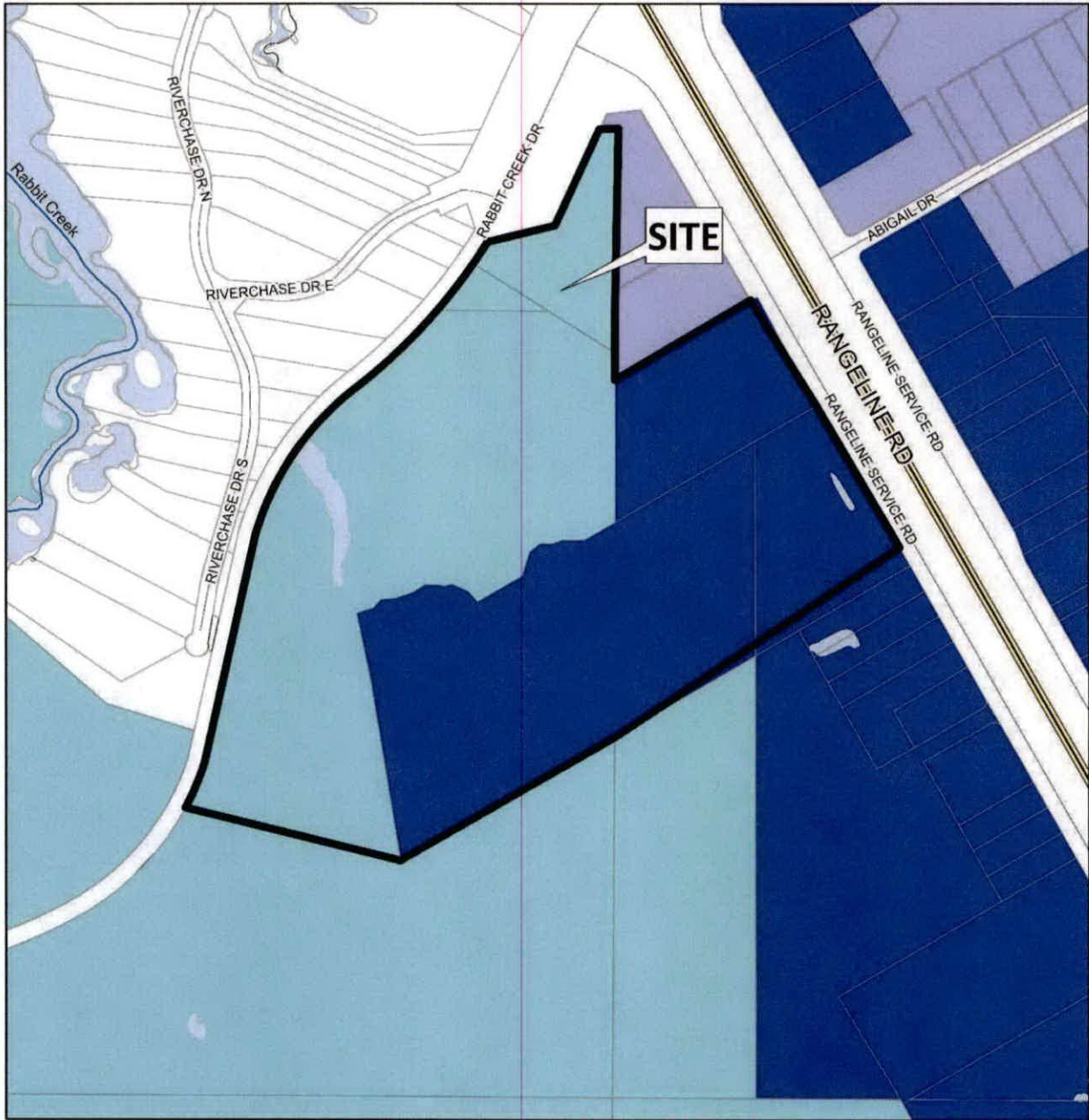
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the Rezoning request to the City Council, the following 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.

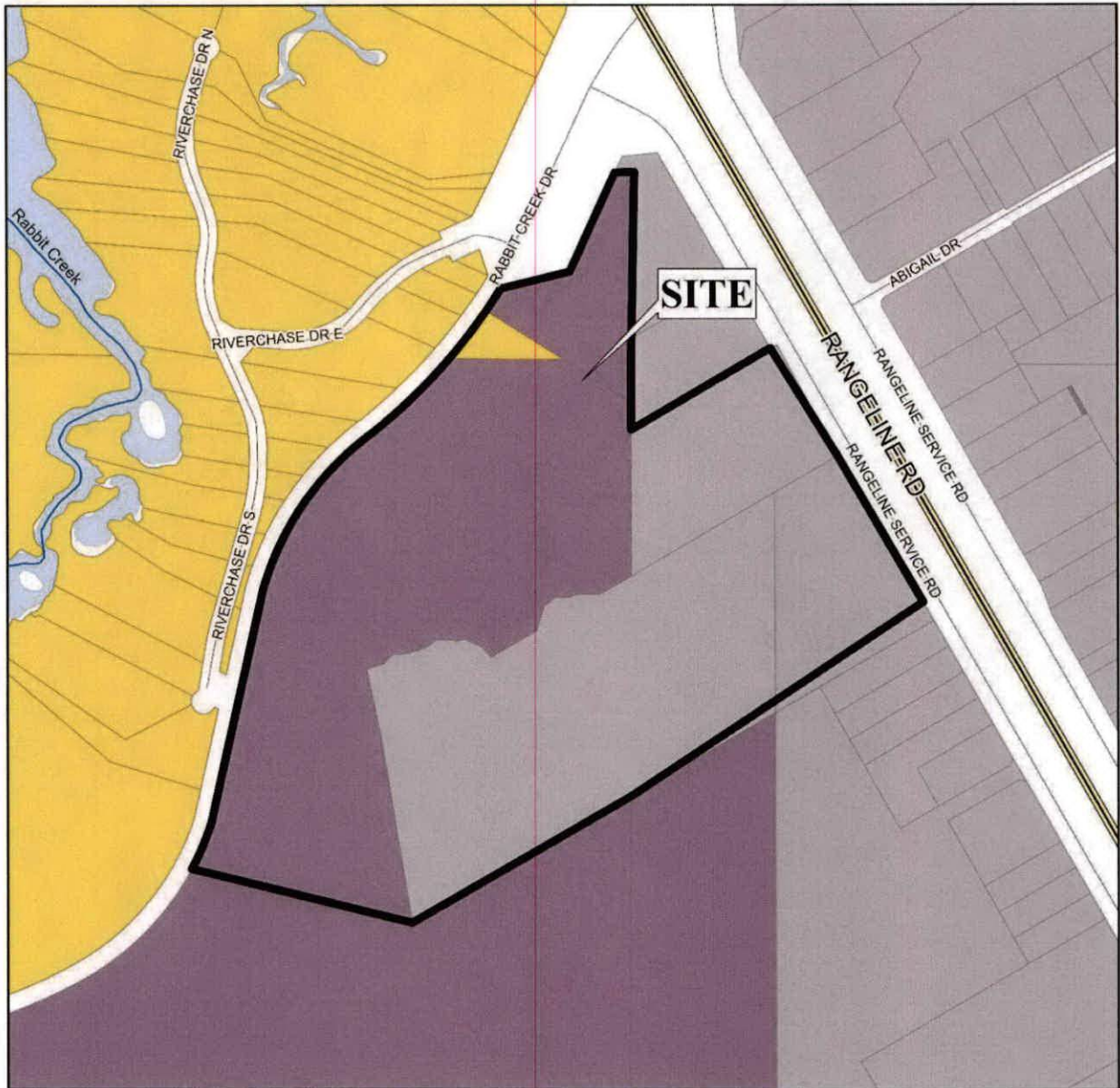
LOCATOR ZONING MAP



APPLICATION NUMBER 12 DATE April 17, 2025
APPLICANT Rangeline/Rabbit Creek Drive Subdivision
REQUEST Subdivision, Rezoning from R-A and B-5 to R-1 and B-5



FLUM LOCATOR MAP



APPLICATION NUMBER 12 DATE April 17, 2025

APPLICANT Rangeline/Rabbit Creek Drive Subdivision

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

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

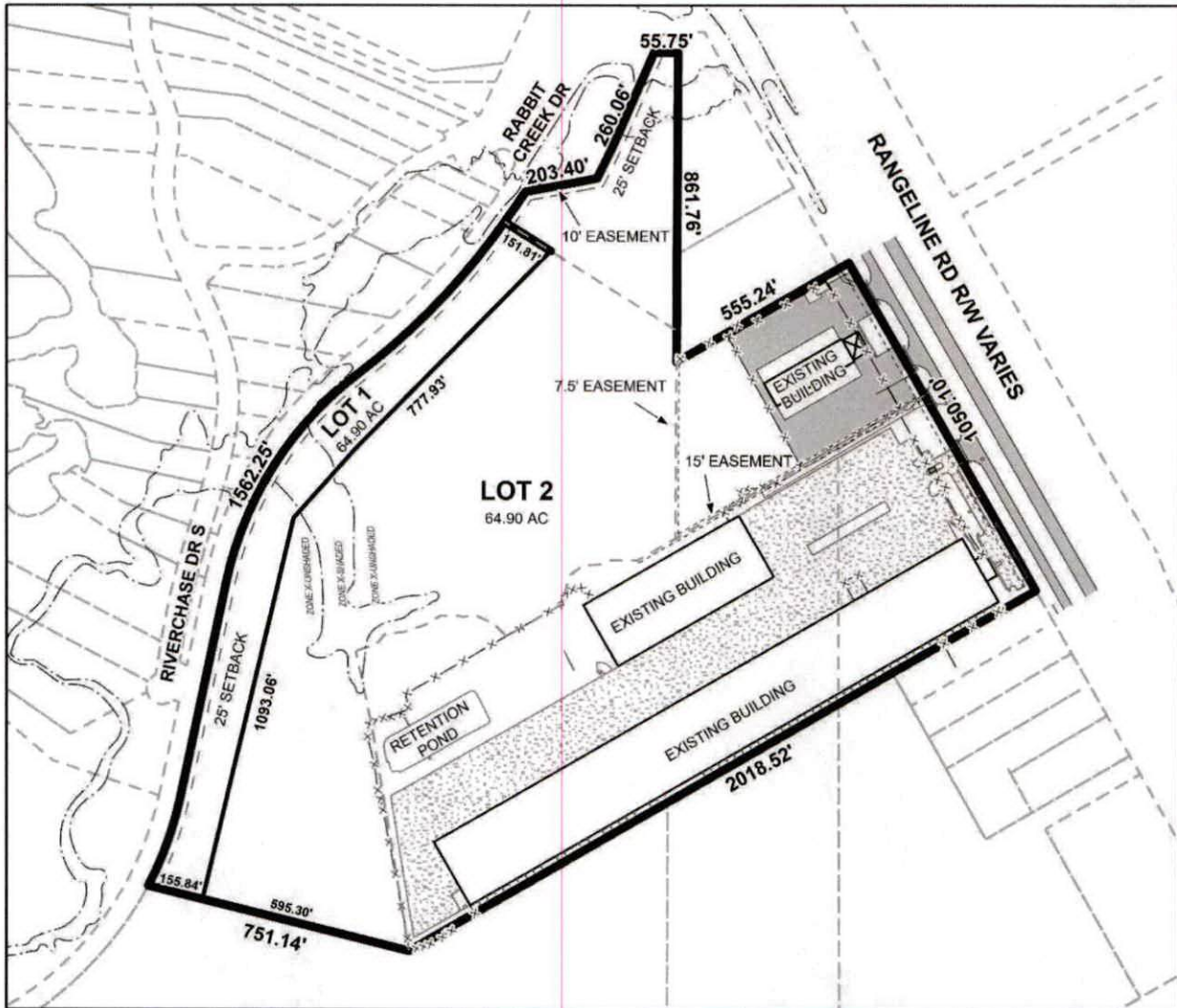


[illegible]

APPLICATION NUMBER 12 DATE April 17, 2025
 APPLICANT Rangeline/Rabbit Creek Drive Subdivision
 REQUEST Subdivision, Rezoning from R-A and B-5 to R-1 and B-5



SITE PLAN



The site plan illustrates the proposed subdivision,
setbacks, flood zones, and existing building.

APPLICATION NUMBER	12	DATE	April 17, 2025
APPLICANT	Rangeline/Rabbit Creek Drive Subdivision		
REQUEST	Subdivision, Rezoning from R-A and B-5 to R-1 and B-5		



Residential Land Use

LOW DENSITY RESIDENTIAL (LDR)

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

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

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

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

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.

HEAVY INDUSTRY (HI)

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

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

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

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

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

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

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)

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Modification of a
Previously Approved Planning Approval for Property
Located at the northwest corner Loyola Lane and Provident Lane

Pursuant to Resolution of the Mobile, Alabama City Council adopted **June 17, 2025**, a public hearing will be held on the **22nd** day of **July**, 2025, at 10:30 a.m., to consider adoption of an ordinance for the modification of a Previously Approved Planning Approval for property located at the northwest corner of Loyola Lane and Provident Lane to allow construction of a soccer field.

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 Planning Approval was approved on June 15, 2023, to allow the expansion of an existing church school in an R-1, Single-Family Residential Suburban District, on property located at the Northwest corner of Loyola Lane and Provident 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:

LOT 2, ST. PAUL'S EPISCOPAL SUBDIVISION OF OLD SHELL ROAD AS RECORDED IN INST. #2024074212.

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 49 ACRES, MORE OR LESS.

WHEREAS, on April 21, 2025, the owner of said property applied for a Major Modification of the Planning Approval allowing expansion of an existing church school in an R-1, Single-Family Residential Suburban District, to allow construction of a soccer field.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on May 15, 2025, and recommended approval of the Major Modification of the Planning Approval subject to the following conditions:

1. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations.
2. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024);
3. Placement of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
4. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
5. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

- A. Is consistent with all applicable requirements of this Chapter;
- B. Is compatible with the character of the surrounding neighborhood;
- C. Will not impede the orderly development and improvement of surrounding property;
- D. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- G. Shall not be detrimental or endanger the public health, safety or general welfare.
- H. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

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

1. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations.
2. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024);
3. Placement of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
4. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
5. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 22nd day of July, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 25th day of June, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at the **Northwest corner of Loyola Lane and Provident Lane.**

The proposed amendment will modify a Planning Approval that was approved for said location on **June 15, 2023**. The owner of said property has applied for a Major Modification of the Planning Approval **allowing expansion of an existing church school in an R-1, Single-Family Residential Suburban District, to allow construction of a soccer field.** If approved, the major modification to allow construction of a soccer field is subject to the following proposed conditions: 1. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations. 2. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024); 3. Placement of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council; 4. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and, 5. Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Planning Approval was approved on **June 15, 2023**, to allow the expansion of an existing church school in an R-1, Single-Family Residential Suburban District, on property located at the **Northwest corner of Loyola Lane and Provident 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.

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ALL CONTAINING 49 ACRES, MORE OR LESS.

WHEREAS, on April 21, 2025, the owner of said property applied for a Major Modification of the Planning Approval allowing expansion of an existing church school in an R-1, Single-Family Residential Suburban District, to allow construction of a soccer field.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on May 15, 2025, and recommended approval of the Major Modification of the Planning Approval subject to the following conditions:

1. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations.
2. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024);
3. Placement of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
4. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
5. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

- A. Is consistent with all applicable requirements of this Chapter;
- B. Is compatible with the character of the surrounding neighborhood;
- C. Will not impede the orderly development and improvement of surrounding property;
- D. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- G. Shall not be detrimental or endanger the public health, safety or general welfare.
- H. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

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

1. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations.
2. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024);
3. Placement of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
4. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
5. 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
Northwest Corner of Loyola Lane and Provident Lane
Council District 7
Gina Gregory**



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

June 9, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

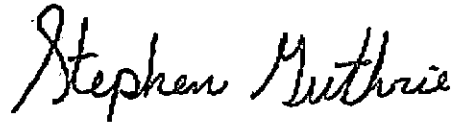
The Mobile City Planning Commission at its meeting on **May 15, 2025**, considered the request of **St. Paul's Episcopal School** for a Major Modification of a previously approved Planning Approval **allowing expansion of an existing church school in an R-1, Single-Family Residential Suburban District, to allow construction of a soccer field** for property at the **Northwest corner of Loyola Lane and Provident Lane.**

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

1. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations.
2. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024);
3. Placement of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
4. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
5. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

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

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

PLANNING AND ZONING
9 JUN 2025 AM 9:13



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

June 4, 2025

AMENDED

St. Paul's Episcopal School
161 Dogwood Lane
Mobile, Alabama 36608

Re: Northwest corner of Loyola Lane and Provident Lane
MOD-003325-2025

St. Paul's Episcopal School
District 7

Major Modification of a previously approved Planning Approval allowing expansion of an existing church school in an R-1, Single-Family Residential Suburban District, to allow construction of a soccer field

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

At its meeting on May 15, 2025, the Planning Commission considered the above referenced application.

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

- a. The request is consistent with all applicable requirements of this Chapter;
- b. The request is compatible with the character of the surrounding neighborhood;
- c. The request will not impede the orderly development and improvement of surrounding property;
- d. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- e. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- f. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- g. The request shall not be detrimental or endanger the public health, safety or general welfare.
- h. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

1. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations.

MOD-003325-2025 Northwest corner of Loyola Lane and Provident Lane
June 4, 2025

2. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024);
3. Placement of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
4. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
5. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **\$657.40** Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

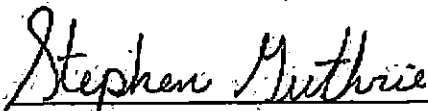
If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION

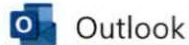
Ms. Jennifer Denson, Secretary

By:



Stephen Guthrie
Deputy Director of Planning and Zoning

PLANNING AND ZONING
9 JUN 2025 AMS:13



MOD-003324-2025

From Heather White <hnidifferwhite@gmail.com>**Date** Tue 5/6/2025 7:42 AM**To** Planning <planning@cityofmobile.org>

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

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

This email includes concerns about the planned development of a soccer field within the St. Paul's Episcopal School's campus.

We want to make sure that the school will not remove the trees that line Old Shell Road between Provident and College Lanes.

These trees not only are beautiful, but provide shade, privacy, and noise buffers between the school road and the residences across the street from the school grounds. Removal of the trees would leave an unsightly gap in foliage along Old Shell in Spring Hill.

We love living in leafy, green Spring Hill and want to preserve the natural and carefully planned green spaces here.

Thank you for your consideration before moving forward with these major modifications.

Bradley and Heather White
3940 McRee Lane
Mobile 36608
678.576.0027
Hnidifferwhite@gmail.com



Outlook

MOD-003324-2025 St. Paul's Soccer Field expansion

From James Robertson <jrobertson@jimroblaw.com>**Date** Sat 5/3/2025 11:42 AM**To** Planning <planning@cityofmobile.org>

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

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

Dear Sir or Madam:

My wife and I are longtime residents of College Lane, a stone's throw from the proposed soccer fields. Our children are graduates of St. Paul's. The plans submitted do not indicate whether the perimeter trees surrounding the proposed fields will be protected or destroyed.

The current perimeter tree canopy provides much-needed shade and cooling during our six-month summers. The trees enhance the aesthetics of Spring Hill. If the plan proposes to remove the perimeter trees, we strongly object. Cutting down the perimeter trees will not only destroy the benefits of the existing tree canopy, it will also mar the beauty of Spring Hill.

None of the information submitted with the proposed plan addresses the perimeter tree canopy. To cut down the perimeter trees will leave an ugly scar on the land and also increase surface temperatures on that property. Alternatively, the plan does not indicate that new trees would be planted to compensate for removed trees, as required under City of Mobile code.

Given the above, we strongly object to St. Paul's destroying the perimeter tree canopy, if that is in fact the plan.

We further object because the submitted Modification contains no documentation addressing the perimeter tree canopy.

Thank you.

Jean Outlaw Sherman

5/12/25, 11:33 AM

Mail - Anderson, Logan · Outlook

James E. Robertson, Jr.
254 College Lane

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:

LOT 2, ST. PAUL'S EPISCOPAL SUBDIVISION OF OLD SHELL ROAD AS RECORDED IN INST. #2024074212.

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 49 ACRES, MORE OR LESS.



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	

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

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

Revised February 2023

	Owner	Design Professional
Name:	See attached sheet	Don Whittington
Firm:		McCrary & 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 49+/- Acres
 Property Address See attached sheet Property Area (acres or square feet)
 Parcel Number(s) or Key Number(s) R-1 N/A
 Present Zoning or Transect District See attached sheet 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.

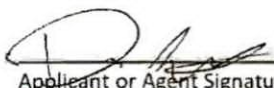
Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☒ No Not Applicable

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

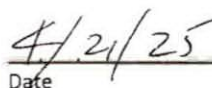
Owner Signature



Applicant or Agent Signature (if applicable)
 Don Whittington - McCrary & Williams, Inc.

4-16-25

Date



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.

See attached Letters of Authorization

Applicant or Agent Signature

4-16-25

Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633
 For more information: www.BuildMobile.org | planning@cityofmobile.org (251) 208.5895
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 Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023

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 in the community as a school for many years. They are requesting
a modification to a previously approved Planning Approval to include the additional property they acquired
on the East side of Provident Lane between Old Shell Road and Loyola Lane for the construction of
2 soccer fields for student activities only.

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 soccer fields will not create any additional traffic
along Old Shell Road, Provident Lane of Loyola Lane.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
The proposed soccer fields will provide the students a playing field in a closer proximity to their
class rooms.

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)
1- existing single story 1,056 s.f., 30' tall building will remain.

☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
A 6' high privacy fence inside a 10' buffer will be provided along the west property line. A wrought iron fence to match the existing along old shell road will be provided.

☐ Lighting:
Soccer fields will be utilized through normal school hours between 7:30 AM & 3:00 PM. No additional light will be needed.

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

☐ Other conditions that are unique to the use of the property:
St. Paul's provides a top tier education for students from grades Pre-K through High School.

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.

With the exception of the existing 1,056 s.f building to remain, the entire area will be grassed.

Noise will be limited to normal school hours between 7:30 AM & 3:00 PM

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.

Use of this property will benefit students by providing exercise, sportsmanship, and group interaction.

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Revised February 2023

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

APRIL 16, 2025

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 CPD/COO

Signature

Springhill College
4000 Dauphin Street
MOBILE, AL 36608

APRIL 16, 2025

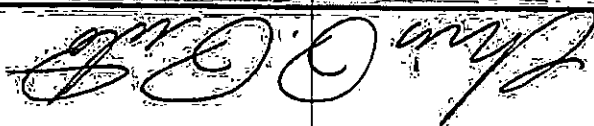
City of Mobile
Urban Development Department
Planning Section
PO Box 1827
Mobile, Alabama 36633
To Whom It May Concern:

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

Sincerely,

Christopher R. Felt, Ph.D.

Printed Name of Authorized Representative



Signature

Application Submission Contact Information

Name of Project St. Paul's Soccer Fields Addition

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: 4/17/25

Signature _____ Print _____

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

St. Paul's has existed and operated as a school for many years. They are requesting to revise the previously approved PUD & PA to allow them to construct two soccer field on their newly acquired property on the South side of Old Shell Road, West side of Provident Lane and North side of Loyola Lane. They will continue using the property in the same manner.

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

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

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

BEAN PROPERTIES LLC
PO BOX 786
MOBILE, AL 36601

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

INGE EDWARD HERNDON &
AMANDA HUNTER INGE
4058 OLD SHELL RD
MOBILE, AL 36608

WIZARD PROPERTIES LLC
89 TUTHILL LN
MOBILE, AL 36608

WILRAN NUMBER FIVE LLC
7 YESTER PLACE
MOBILE, AL 36608

SLEDGE ANNE T
121 RIDGELAWN DR E
MOBILE, AL 36608

SAINT-PAUL CARLA
771 HENCKLEY AVE
MOBILE, AL 36608

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

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

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

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

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

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

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

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

ROEDDER GWENDOLYN A
211 LEVERT AVE
MOBILE, AL 36607

FRANKLIN SUSAN B
10 DRURY LN
MOBILE, AL 36608

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

BAKER GEORGE R & JOYCE P
2170 OLD SHELL RD
MOBILE, AL 36607

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

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

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

WHETROCK, LLC
10 AUDUBON PL
FAIRHOPE, AL 36532

BODIE B FRED & JUDY
4606 KINGSWOOD DR S
MOBILE, AL 36608

TOOMEY PATRICK DOBBIN
PO BOX 530484
BIRMINGHAM, AL 35253

WALTERS C L JR
650 RIDGEFIELD DR
MOBILE, AL 36608

JUSTICE SHIRLEY M
4010 OLD SHELL RD
MOBILE, AL 36608

MITCHELL ALICE S
6065 BUCHANAN CR
MCDONOUGH, GA 30252

BARTER MICHAEL & SUSAN
446 CLUBHOUSE DR
FAIRHOPE, AL 36532

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

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

SPRINGHILL MANOR LLC
740 MUSEUM DR
MOBILE, AL 36608

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

WALKER WALTON LLC
4068 OLD SHELL RD
MOBILE, AL 36608

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

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

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

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

STEPHENS SELDEN H JR
259 TUTHILL LN
MOBILE, AL 36608

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

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

JONES BERNICE C
C/O ROBERT D PIERCE JR
18779 SCENIC HWY 98
FAIRHOPE, AL 36532

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

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

RTD DEVELOPERS LLC
3851 OLD SHELL RD
MOBILE, AL 36608

FOUNTAIN KATHLEEN FRAZER
24549 VENETIA RD
MOBILE, AL 36605

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

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

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

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

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

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

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

DAHMER EDWARD C JR
12307 MARGUERITE DR
CODEN, AL 36523

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

DIAZ MARIA T
4009 OLD SHELL RD #E20
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

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

LOFTIN MARIAN W AS TRUSTEE OF
CHARLIE W LOFTIN
4004 OLD SHELL RD
MOBILE, AL 36608

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

AMBERGER NICHOLAS & MELANIE
3940 MCREE LN
MOBILE, AL 36608

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

TROPEANO ANA KARINA
423 E BEACH DR
OCEAN SPRINGS, MS 39564

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

ELDER MARK J & RAINA F
3962 OLD SHELL RD
MOBILE, AL 36608

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

MCELROY JEANNE F & DONNA L
MCELROY
C/O DANIEL BOWLING, EXEC OF EST
339 PATTERSON WAY NE
ATLANTA, GA 30312

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

DRUHAN RHEN & THOMAS J DRUHAN
137 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

BROWN SUSAN VALENTINE
3454 LOYOLA LN
MOBILE, AL 36608

BRIGHAM WILLIAM HENRY JR
3452 LOYOLA LN
MOBILE, AL 36608

CHARLES E SMITH & ROSE ANN
TRUSTEES
3450 LOYOLA LN
MOBILE, AL 36608

TALBOTT RICHARD & ROSEMARY
3851 OLD SHELL RD
MOBILE, AL 36608

ATKINS RALPH L
820 ASHWOOD DR E
MOBILE, AL 36693

TAFRA MICHAEL & KAREN
PO BOX 107
DAUPHIN ISLAND, AL 36528

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

ROBBINS SETH HENRY III
108 DU RHU #C
MOBILE, AL 36608

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

STANTON BRENDA J
2123 SHEFFIELD CT
MOBILE, AL 36693

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

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

HENRY KATHY W & PATRICK D
2859 STARLIT DR W
MOBILE, AL 36693

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
131 SEDGEFIELD AVE
FAIRHOPE, AL 36532

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

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

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

BLACKBURN DANIEL G
PO BOX 458
BAY MINETTE, AL 36507

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
11000 KELLY ROAD
MOBILE, AL 36608

JOHNSTON MARGARET D
1008 HWY 90
MOBILE, AL 36693

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

ROBERTSON MARGARET LYNN
1008 TEXAS ST
MOBILE, AL 36604

QUINNELLY JEFFREY F & HUNTER J
QUINNELLY
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

URBANSKI GREG ANTHONY
PO BOX 81194
MOBILE, AL 36689

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

ZOGHBY JENNA G
131 SEDGEFIELD AVE
FAIRHOPE, AL 36532

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

WILLIS ANNA CORINNE
1227 MARSEILLE DR
MOBILE, AL 36693

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

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

CROOM JOHN T
110 DU RHU DR UNIT D
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

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

MOSTELLER MARY LOU
E/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

FICK STEPHEN F
400 STIRRUP CT
MOBILE, AL 36608

MOLYNEUX JOHN A & REGINA H
122-C DU RHU DR
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

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

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

BOYLES JAMES
114 DU RHU DR UNIT
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

NALL CHRISTOPHER ALLEN &
ANNSLEY MARIE ZIMLICH
112-B 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

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

HAWK CHARLES W & GAYE HAWK
128 DU RHU DR UNIT M
MOBILE, AL 36608

GREEN MATTHEW S
57 NACK LN
MOBILE, AL 36608

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

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

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

JARDINE JAMES Q
116-D DU RHU DR
MOBILE, AL 36608

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

JORDAN JILLIAN R
130-J 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

FRIEND JOHN H III
PO BOX 1645
MOBILE, AL 36633

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

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

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

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

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

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

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

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

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

PIERCE MICHAEL TRAVIS
140 SECRETARIAT PL
MADISON, AL 35756

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

HAMILTON CATHRINE V
8706 PATTERSON PATH
LILLIAN, AL 36549

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

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

COOKS LANDING AT BON SECOUR
LLC
3755 MORDECAI LN
MOBILE, AL 36608

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

FREEMAN DAVIS AS TRUSTEE OF
MYLES F ENGERSON TRUST
3762 MORDECAI LN
MOBILE, AL 36608

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

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

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

McCOY AMY McDUFFIE
30846 PARAPET CT
SPANISH FORT, AL 36527

RADCLIFF VIRGINIA STINSON
20 N REED AVE
MOBILE, AL 36604

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

INGE HERNDON III
4058 OLD SHELL RD
MOBILE, AL 36608

KAUFMAN TIM WILL & SHARON
GATES KAUFMAN
250 COLLEGE LN
MOBILE, AL 36608

BROWN BARRY L & KATHERINE
3970 OLD SHELL RD
MOBILE, AL 36608

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

MCREE PLAGE HOMEOWNERS
ASSOC INC
3940 MCREE LN
MOBILE, AL 36608

BOULO TYLER T JR & JILL G BOULO
251 COLLEGE LN
MOBILE, AL 36608

BARNES WILLIAM E IV & BRIANNE
HART BARNES
74 JORDAN LN
MOBILE, AL 36608

OUTLAW JEAN R
254 COLLEGE LN
MOBILE, AL 36608

COUNTS BRAXTON C III &
ANTOINETTE M COUNTS
253 COLLEGE LN
MOBILE, AL 36608

GRIFFITH LAUREN BAYLY & MATTHEW
ROSS GRIFFITH
256 COLLEGE LN
MOBILE, AL 36608

DUNCAN KYLE JAMES & SHANNON
REED DUNCAN
255 COLLEGE LN
MOBILE, AL 36608

THOMPSON MARY JEANETTE
258 COLLEGE LN
MOBILE, AL 36608

WHITE BRADLEY THOMAS & HEATHER
NIDIFFER WHITE
3940 MCREE LN
MOBILE, AL 36608

FAGBONGBE ADEYINKA O & ENIOLA
O FAGBONGBE
117 PROVIDENT LN
MOBILE, AL 36608

STOKES CLAIBORNE M & LEDER L
3669 STEIN AVE
MOBILE, AL 36608

MARTIN VIRGINIA S
3665 STEIN ST
MOBILE, AL 36608

GALLASPY SUE ELLEN
3661 STEIN AVE
MOBILE, AL 36608

MERRICK JUSTIN DUPUY & ANGELA
ELLIOTT MERRICK
259 COLLEGE LN
MOBILE, AL 36608

PC GOODWOOD LLC & DU RHU
DRIVE INVESTMENTS LLC
2862 DAUPHIN ST
MOBILE, AL 36606

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

QUINNELL JEFFREY & CHERYL A
QUINNELL
PO BOX 81449
MOBILE, AL 36689

GRAFE MARY EMMA
12 ROSE AVE
MOBILE, AL 36608

HURD AUBREY M
151 McALPINE DR
MOBILE, AL 36608

FULMER ANNA KATHARYN
10 ROSE AVE
MOBILE, AL 36608

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

KITSOS III CHRISTOPHER T
8 McALPINE DR
MOBILE, AL 36608

MORGAN DAVID HEUBACH
3 McALPINE DR
MOBILE, AL 36608

TOMLINSON MICHAEL P
6 ROSE AVE
MOBILE, AL 36608

WARD MADELINE C & MELINDA A
WARD
116 DU RHU DR UNIT F
MOBILE, AL 36608

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

TISHER BEATRICE BEAR
130 DU RHU DR APT J
MOBILE, AL 36608

BURLESON BRETT
7260 LAKEVIEW DR E
MOBILE, AL 36608

McLANEY ELIZABETH
134-B DU RHU DR
MOBILE, AL 36608

JACKSON SARAH HUNTER & JOSEPH
WALTON JACKSON
134-D DU RHU DR
MOBILE, AL 36608

KANGSUMRITH TEE & ANH
KANGSUMRITH
PO BOX 1453
FAIRHOPE, AL 36533

MARRIOTT ANN BRAXTON
313 RIDGELAWN DR W
MOBILE, AL 36608

COOMBS ELLEN R & JOHN C
COOMBS
124 DU RHU DR APT B
MOBILE, AL 36608

WATSON MICHAEL
124 DU RHU DR UNIT C
MOBILE, AL 36608

HOWELL PAIGE C & JEFFREY
HOWELL JR
126B DU RHU DR
MOBILE, AL 36608

MONACH WILLIAM & R STEWART
ONEILL JR
128 DU RHU DR UNIT D
MOBILE, AL 36608

BLAIR-ELORTEGUI JUDY V, ISABELLA
ELORTEGUI & OSIEL ELORTEGUI
128 DU RHU DR UNIT F
MOBILE, AL 36608

TILLMAN PEYTON
6150 HALF MILE RD
THEODORE, AL 36582

SYLVESTER HALEY R
128 DU RHU DR UNIT H
MOBILE, AL 36608

CHUNN AMANDA E
128 DU SHU DR UNIT K
MOBILE, AL 36608

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

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

HOLMES KATHARINE BLEDSOE
114C 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

ROBINSON ROSE M
C/O WILLIAM ALLISON
155 MILLS LN
JACKSON, AL 36545

DUNCAN AUBREY
10399 LOWELL ST E
MOBILE, AL 36695

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

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

DERELI NESLIHAN
60 N ROYAL ST
MOBILE, AL 36602

SCHNEIDER CHRISTINA L
3195 HUTTERSFIELD CIR
TALLAHASSEE, FL 32303

HAZELWOOD JANE PALMER
BRUNSON
3951 S MCGREGOR AVE
MOBILE, AL 36608

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

DEMERANVILLA PROPERTIES LLC
PO BOX 208
POINT CLEAR, AL 36564

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

ASG INVESTMENTS, LLC
117 FRAZER CT
MOBILE, AL 36607

R&S LEASING
34186 STEELWOOD RIDGE RD
LOXLEY, AL 36551

FULLER BRADLEY E
251 CROSSGATE DR
ELMORE, AL 36025

McCOY TIFFANY M AS TRUSTEE OF
THE McCOY REVOCABLE LIVING TR
2608 CHARLESTON OAKS CT
MOBILE, AL 36695

McPHILLIPS REGINA & JEFFERY
McPHILLIPS
656 RIDGEFIELD DR
MOBILE, AL 36608

DICKINSON MARIE P & KEITH M
DICKINSON
720 CADILLAC AVE
DAUPHIN ISLAND, AL 36528

BROOKS KAREN JACKSON HILL
PO BOX 842
WATSON, LA 70786

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

SIMS JULIA R
104 DU RHU DR UNIT D
MOBILE, AL 36608

MAKIN STEVEN ANTHONY & SHARIN
EDYTHE MAKIN
9735 MODLEY RD
FAIRHOPE, AL 36532

FINCHER RICHARD R
23375 STATE LINE RD
LUCEDALE, MS 39452

MALBIS PLANTATION INC & FRANKLIN
COMMONS PLAZA LLC
713 BELROSE AVE
DAPHNE, AL 36526



Agenda Item # 10

MOD-003325-2025 & MOD-003324-2025

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

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

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

DETAILS

Location:

Northwest corner of Loyola Lane and Provident Lane

Applicant / Agent:

St. Paul's Episcopal School

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
- Map for Mobile Comprehensive Plan

Schedule for Development:

- Not provided

Proposal:

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

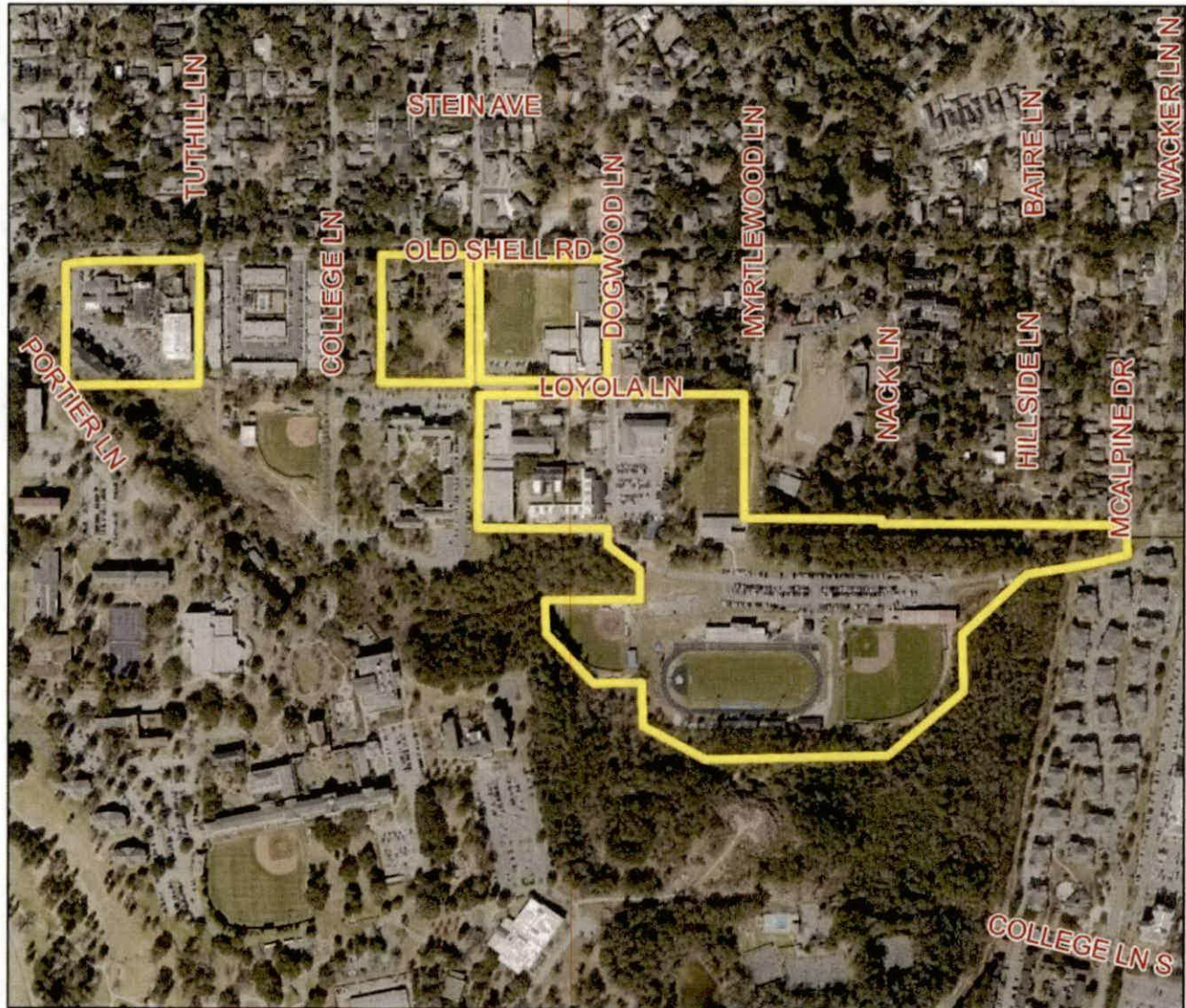
Considerations:

1. Modification of a previously approved Planned Unit Development with six (6) conditions;
2. Modification of a previously approved Planning Approval with six (6) conditions; and

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PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



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

APPLICATION NUMBER 10 DATE May 15, 2025

APPLICANT St. Paul's Episcopal School

REQUEST PA Modification, PUD Modification



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 June 15, 2023 meeting to allow construction of a new locker room for the girls' softball field, with Minor Modifications to adjust the size of the approved locker room.

A portion of the site was before the Planning Commission at its October 17, 2024 meeting as part of a two-lot Subdivision application, which was approved and recorded in Probate Court.

STAFF COMMENTS

Engineering Comments:

Planning Approval Modification (MOD-003325-2025)

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. Each Lot Owner shall be required to submit a Single-Family Residential Affidavit application with the initial construction of a single-family dwelling or other impervious surface (driveway, shed, slab, asphalt, gravel, etc.). The application shall include a site plan showing the proposed improvements and a verification that the amount of impervious area is less than or equal to the approved amount of impervious area.
5. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
6. 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.
7. 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.
8. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Planned Unit Development Modification (MOD-003324-2025)

1. Re-number the PUD NOTES. It contains two (2) NOTES with Number 3.
2. Retain PUD NOTES 3)1. Thru 3)6. As shown on the PUD SITE PLAN Sheet 1 of 1.

Traffic Engineering Comments:

The site is limited to driveways as shown on the approved PUD plan with 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 located within the City Limits of Mobile shall comply with the provisions of the City of Mobile Fire Code Ordinance, which adopts the 2021 edition of the *International Fire Code (IFC)*.

Fire apparatus access roads shall be provided to within 150 feet of all non-sprinklered commercial buildings and within 300 feet of all sprinklered commercial buildings, as measured along an approved route around the exterior of the facility.

An approved fire water supply capable of meeting the requirements set forth in *Appendices B and C* of the 2021 IFC shall be provided for all commercial buildings.

Fire hydrant placement shall comply with the following minimum standards:

- Within 400 feet of non-sprinklered commercial buildings
- Within 600 feet of sprinklered commercial buildings
- Within 100 feet of fire department connections (FDCs) serving standpipe or sprinkler systems

Although the *International Residential Code (IRC)* functions as a stand-alone document for the construction of one- and two-family dwellings and townhouses, it does not govern the design or layout of emergency access or community-level fire protection infrastructure. Therefore, residential developments must also comply with the applicable requirements of the *International Fire Code*, including, but not limited to, those listed above concerning the design, construction, regulation, and maintenance of fire apparatus access roads and fire protection water supplies.

Planning Comments:

Planning Approval and Planned Unit Development Modifications

St. Paul's Episcopal School is an existing school, which has been before the Planning Commission numerous times previously. Currently, the applicant is proposing to incorporate an additional lot to the school, so that two (2) new soccer fields can be built.

Detailed descriptions of both requests are available via the links on page 1 of this report.

The soccer fields 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 there is an existing building depicted on the lot where the new soccer fields are proposed to be located. The existing building is labeled as “existing building to remain”, but there is not mention of what the function of the structure will be. If approved, the site plan should be revised to label the existing structure with its proposed use.

It should be noted that there are notes on both the Planning Approval (PA) and Planned Unit Development (PUD) site plans stating the following:

Narrative for St. Paul’s Episcopal School:

1. *Construct a new parking lot with 34 parking 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 195,293± sq. ft or 4.48± acres.*

As the block referenced by note #2 was part of a one-lot Subdivision in 2021, which has been recorded in Probate Court, and is occupied by a parking lot, it appears this note is from a previous application. Furthermore, the site plans reference that they are a “revision to PA-001590-2021” and “revision to PUD-001589-2021”. If approved, the site plans should be revised to accurately reflect the work being proposed at this time, as well as the most recent modification case numbers (MOD-003159-2024 and MOD-003160-2024).

It should be noted that future development or redevelopment of any lot may require additional modifications of the PA and PUD to be approved by the Planning Commission and City Council. A note stating as much should be placed on the recorded site plans, if approved.

PLANNING APPROVAL / PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

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

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

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
 - a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
 - b. Includes adequate public facilities and utilities;

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

Considerations:

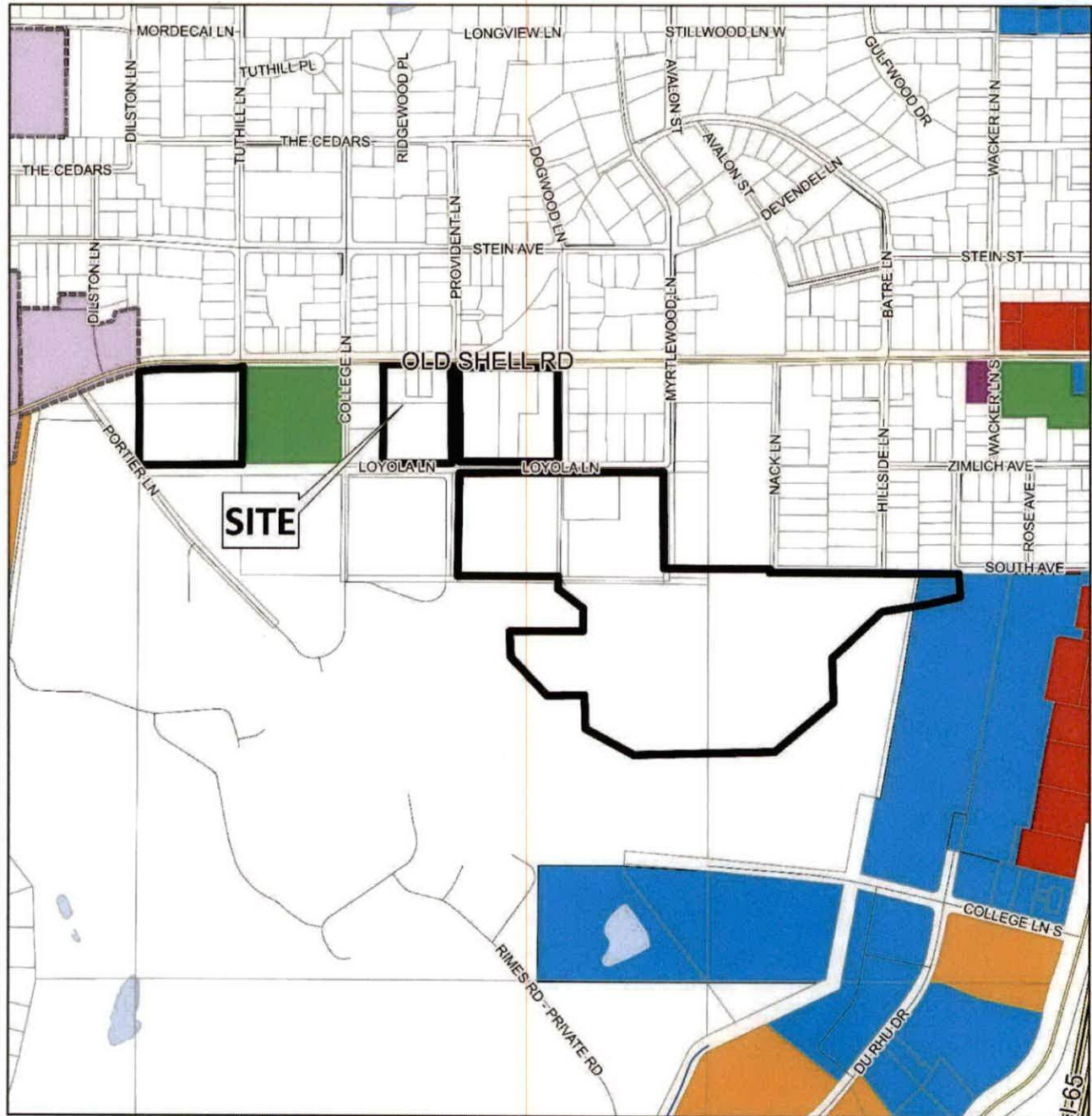
If the Planning Commission considers a recommendation of approval for the Modified Planning Approval / Planned Unit Development, the following Findings of Fact must apply:

- a. The request is consistent with all applicable requirements of this Chapter;
- b. The request is compatible with the character of the surrounding neighborhood;
- c. The request will not impede the orderly development and improvement of surrounding property;
- d. The request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
 1. 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
 2. Includes adequate public facilities and utilities;
- e. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- f. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- g. The request shall not be detrimental or endanger the public health, safety or general welfare.
- h. Benefits Consideration. In addition, consideration 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.

If approved, the following conditions could apply:

1. Revision of the site plan to state the proposed use of the existing building to remain on the site with the new soccer fields;
2. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations.
3. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024);
4. Placement of a note on the Final Planning Approval and PUD site plans stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development and Planning Approval site plans prior to their recording in Probate Court, and the provision of copies of the recorded site plans (.pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 10 DATE May 15, 2025

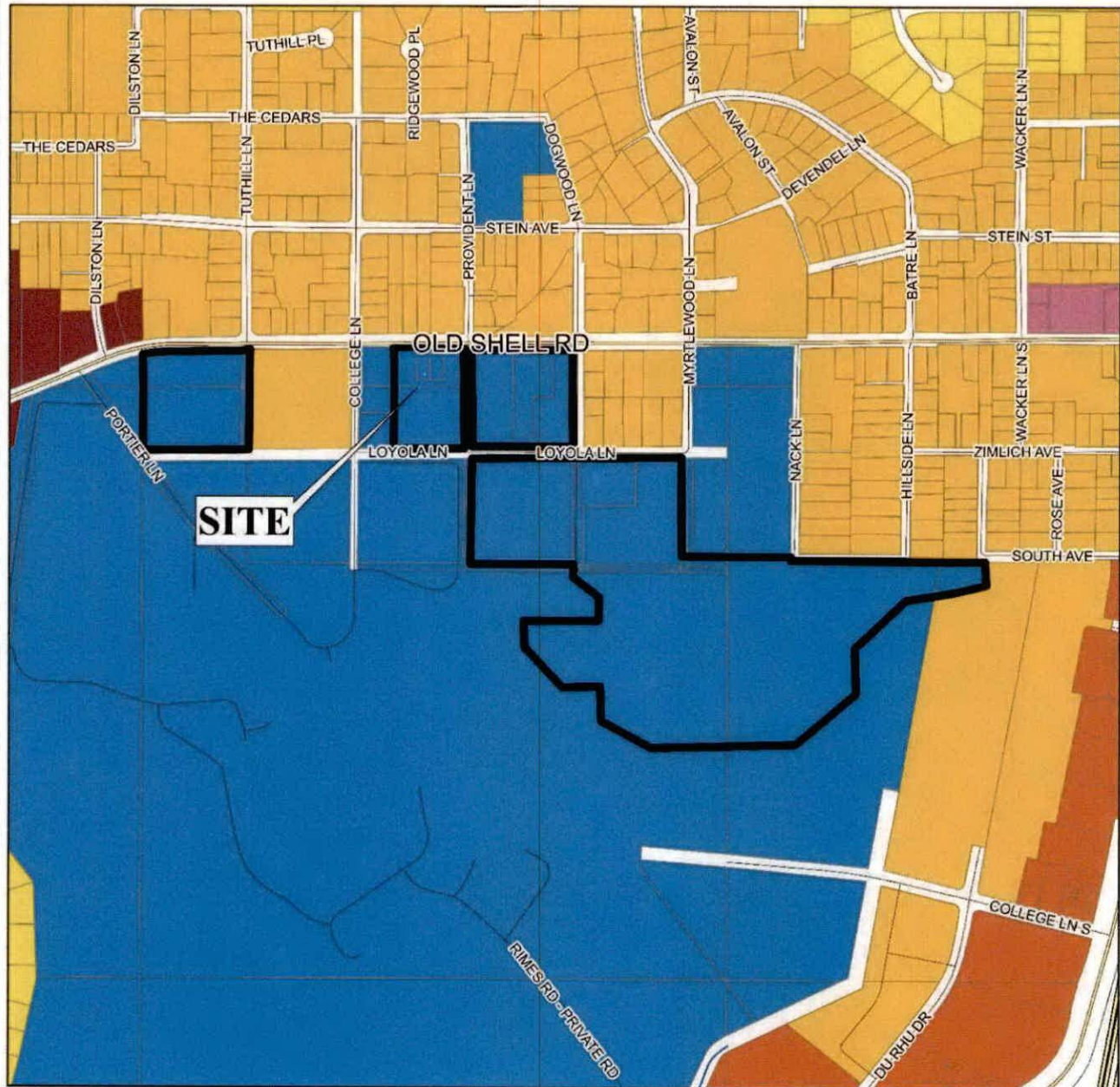
APPLICANT St. Paul's Episcopal School

REQUEST PA Modification, PUD Modification



NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 10 DATE May 15, 2025

APPLICANT St. Paul's Episcopal School

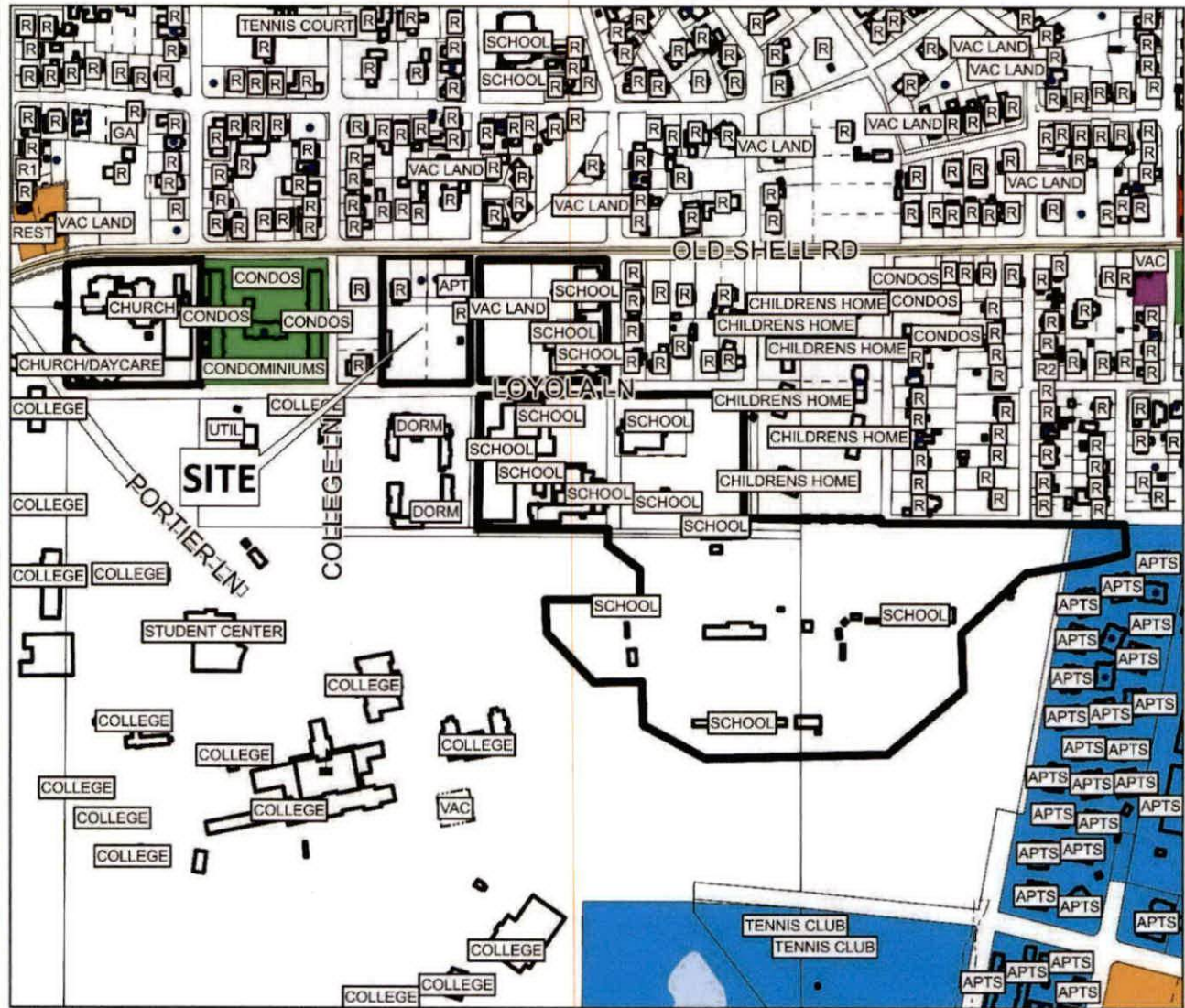
REQUEST PA Modification, PUD Modification

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



NTS

PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



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

APPLICATION NUMBER 10 DATE May 15, 2025

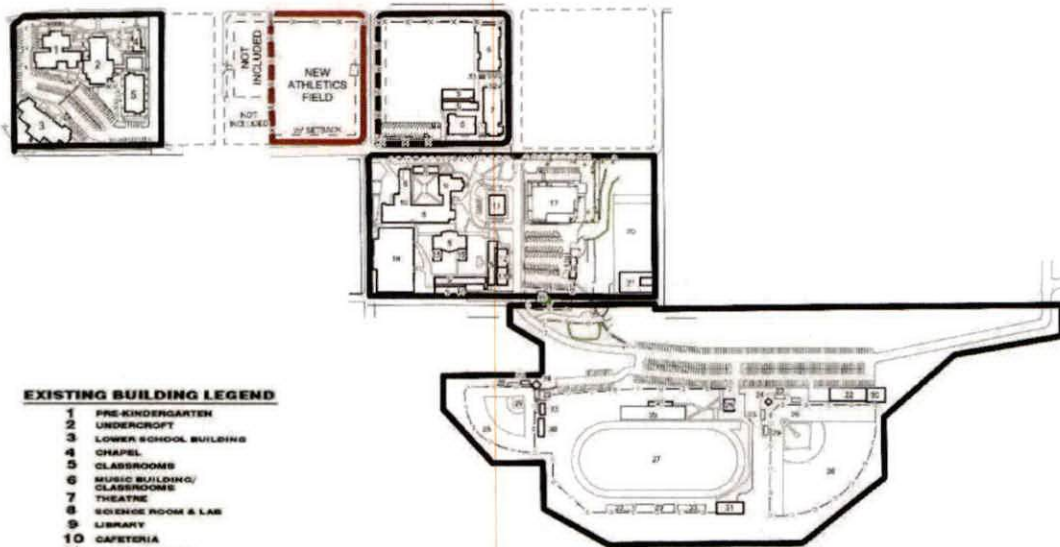
APPLICANT St. Paul's Episcopal School

REQUEST PA Modification, PUD Modification

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



SITE PLAN



EXISTING BUILDING LEGEND

- 1 PRE-KINDERGARTEN
- 2 UNDERCROFT
- 3 LOWER SCHOOL BUILDING
- 4 CHAPEL
- 5 CLASSROOMS
- 6 MUSIC BUILDING/CLASSROOMS
- 7 THEATRE
- 8 SCIENCE ROOM & LAB
- 9 LIBRARY
- 10 CAFETERIA
- 11 BASKET SQUARE
- 12 INTERMEDIATE LIBRARY
- 13 CAMPUS STORE
- 14 INTERMEDIATE ART ROOM
- 15 MIDDLE SCHOOL SCIENCE LAB & RESOURCE ROOM
- 16 GYMNASIUM
- 17 STUDENT CENTER
- 18 MAINTENANCE BUILDING
- 19 PLAYGROUND
- 20 PRACTICE FIELD
- 21 ATHLETIC FIELD HOUSE
- 22 BASEBALL FIELDHOUSE
- 23 BLEACHERS
- 24 PRESS BOX
- 25 CONCESSION BUILDING
- 26 BASEBALL FIELD
- 27 FOOTBALL FIELD/TRACK
- 28 SOFTBALL FIELD
- 29 DUG-OUT
- 30 COVERED BATTING CAGE
- 31 TRACK FIELD HOUSE
- 32 SERVICE SHED
- 33 PROPOSED LOCKER ROOM
- 34 EXISTING BUILDING TO REMAIN

The site plan illustrates existing buildings, proposed soccer field, baseball fields, drives, and setbacks.

APPLICATION NUMBER	10	DATE	May 15, 2025
APPLICANT	St. Paul's Episcopal School		
REQUEST	PA Modification, PUD Modification		



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

Zoning District Correspondence Matrix

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

Institutional Land Use (INS)

This designation includes land and buildings occupied by municipal and other governmental agencies for the exercise of their functions, to serve the public or provide a civic use or amenity. These include major libraries, airports, public schools and public safety facilities, but exclude parks and public open space which are identified under a separate land use classification (see below). Semi-public uses such as grammar and high schools, colleges and universities, hospitals, and other major institutions that serve the public and/or operate in a public function are included.

Note: Small-scale properties (less than 2 acres) accommodating subsidiary public and semi-public facilities, such as branch libraries, substations, satellite clinics, etc., may not be specifically called out in the FLUM under this land use designation, but may instead be considered part of the array of integrated complementary uses typically found in a residential neighborhood or a mixed-use center or corridor. The specific location and design of these complementary uses is subject to zoning.

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 the northwest corner Loyola Lane and Provident Lane

Pursuant to Resolution of the Mobile, Alabama City Council adopted **June 17, 2025**, a public hearing will be held on the **22nd** day of **July, 2025**, at 10:30 a.m., to consider adoption of an ordinance for the modification of a Previously Approved Planned Unit Development for property located at the northwest corner of Loyola Lane and Provident Lane to allow construction of a soccer field.

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 was approved on June 15, 2023, to amend a previously approved Master Plan for an existing church school in an R-1, Single-Family Residential Suburban District, on property located at Northwest corner of Loyola Lane and Provident 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:

LOT 2, ST. PAUL'S EPISCOPAL SUBDIVISION OF OLD SHELL ROAD AS RECORDED IN INST. #2024074212.

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 49 ACRES, MORE OR LESS.

WHEREAS, on April 21, 2025, the owner of said property applied for a Major Modification of the Planned Unit Development amending a previously approved Master Plan for an existing church school in an R-1, Single-Family Residential Suburban District, to allow construction of a soccer field.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on May 15, 2025, and recommended approval of the Major Modification of the Planned Unit Development (PUD) subject to the following conditions:

1. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations.
2. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024);
3. Placement of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
4. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
5. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

- A. Is consistent with all applicable requirements of this Chapter;
- B. Is compatible with the character of the surrounding neighborhood;
- C. Will not impede the orderly development and improvement of surrounding property;
- D. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- G. Shall not be detrimental or endanger the public health, safety or general welfare.
- H. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the modification of the Planned Unit Development is hereby approved with the following required conditions:

1. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations.
2. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024);
3. Placement of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
4. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
5. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 22nd day of July, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 25th day of June, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at the **Northwest corner of Loyola Lane and Provident Lane.**

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on **June 15, 2023**. The owner of said property has applied for a Major Modification of the PUD **amending a previously approved Master Plan for an existing church school in an R-1, Single-Family Residential Suburban District, to allow construction of a soccer field.** If approved, the Major Modification will **allow the construction of a soccer field**, subject to the following proposed conditions: 1. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations. 2. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024); 3. Placement of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council; 4. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and, 5. 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 was approved on June 15, 2023, to amend a previously approved Master Plan for an existing church school in an R-1, Single-Family Residential Suburban District, on property located at Northwest corner of Loyola Lane and Provident 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:

LOT 2, ST. PAUL'S EPISCOPAL SUBDIVISION OF OLD SHELL ROAD AS RECORDED IN INST. #2024074212.

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 49 ACRES, MORE OR LESS.

WHEREAS, on April 21, 2025, the owner of said property applied for a Major Modification of the Planned Unit Development amending a previously approved Master Plan for an existing church school in an R-1, Single-Family Residential Suburban District, to allow construction of a soccer field.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on May 15, 2025, and recommended approval of the Major Modification of the Planned Unit Development (PUD) subject to the following conditions:

1. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations.
2. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024);
3. Placement of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
4. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
5. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

- A. Is consistent with all applicable requirements of this Chapter;
- B. Is compatible with the character of the surrounding neighborhood;
- C. Will not impede the orderly development and improvement of surrounding property;
- D. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- G. Shall not be detrimental or endanger the public health, safety or general welfare.
- H. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the modification of the Planned Unit Development is hereby approved with the following required conditions:

1. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations.
2. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024);
3. Placement of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
4. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
5. 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
Northwest Corner of Loyola Lane and Provident Lane
Council District 7
Gina Gregory**



THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

June 9, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

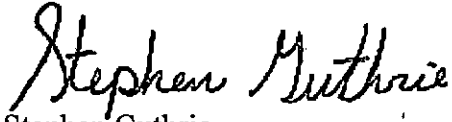
The Mobile City Planning Commission at its meeting on **May 15, 2025**, considered the request of **St. Paul's Episcopal School**, for a Major Modification of a previously approved Planned Unit Development **amending a previously approved Master Plan for an existing church school in an R-1, Single-Family Residential Suburban District, to allow construction of a soccer field** for property at the **Northwest corner of Loyola Lane and Provident Lane**.

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

1. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations.
2. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024);
3. Placement of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
4. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
5. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

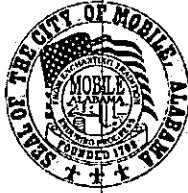
Sincerely,

A handwritten signature in cursive script that reads "Stephen Guthrie".

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

PLANNING AND ZONING
9 JUN 2025 AM 9:12



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

June 4, 2025

AMENDED

St. Paul's Episcopal School
161 Dogwood Lane
Mobile, Alabama 36608

Re: Northwest corner of Loyola Lane and Provident Lane
MOD-003324-2025

St. Paul's Episcopal School
District 7

Major Modification of a previously approved Planned Unit Development amending a previously approved Master Plan for an existing church school in an R-1, Single-Family Residential Suburban District, to allow construction of a soccer field.

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

At its meeting on May 15, 2025, the Planning Commission considered the above referenced application.

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

- a. The request is consistent with all applicable requirements of this Chapter;
- b. The request is compatible with the character of the surrounding neighborhood;
- c. The request will not impede the orderly development and improvement of surrounding property;
- d. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- e. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- f. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- g. The request shall not be detrimental or endanger the public health, safety or general welfare.
- h. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

1. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations.

MOD-003324-2025 Northwest corner of Loyola Lane and Provident Lane
June 4, 2025

2. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024);
3. Placement of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
4. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
5. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **\$661.20** Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

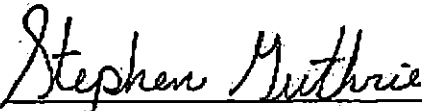
Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org)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

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

Sincerely,

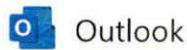
MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: 
Stephen Guthrie
Deputy Director of Planning and Zoning

PLANNING AND ZONING
9 JUN 2025 AM 9:12





MOD-003324-2025 St. Paul's Soccer Field expansion

From James Robertson <jrobertson@jimroblaw.com>

Date Sat 5/3/2025 11:42 AM

To Planning <planning@cityofmobile.org>

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

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

Dear Sir or Madam:

My wife and I are longtime residents of College Lane, a stone's throw from the proposed soccer fields. Our children are graduates of St. Paul's. The plans submitted do not indicate whether the perimeter trees surrounding the proposed fields will be protected or destroyed.

The current perimeter tree canopy provides much-needed shade and cooling during our six-month summers. The trees enhance the aesthetics of Spring Hill. If the plan proposes to remove the perimeter trees, we strongly object. Cutting down the perimeter trees will not only destroy the benefits of the existing tree canopy, it will also mar the beauty of Spring Hill.

None of the information submitted with the proposed plan addresses the perimeter tree canopy. To cut down the perimeter trees will leave an ugly scar on the land and also increase surface temperatures on that property. Alternatively, the plan does not indicate that new trees would be planted to compensate for removed trees, as required under City of Mobile code.

Given the above, we strongly object to St. Paul's destroying the perimeter tree canopy, if that is in fact the plan.

We further object because the submitted Modification contains no documentation addressing the perimeter tree canopy.

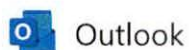
Thank you.

Jean Outlaw Sherman

5/12/25, 11:33 AM

Mail - Anderson, Logan - ok

James E. Robertson, Jr.
254 College Lane



MOD-003324-2025

From Heather White <hnidifferwhite@gmail.com>**Date** Tue 5/6/2025 7:42 AM**To** Planning <planning@cityofmobile.org>

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

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

This email includes concerns about the planned development of a soccer field within the St. Paul's Episcopal School's campus.

We want to make sure that the school will not remove the trees that line Old Shell Road between Provident and College Lanes.

These trees not only are beautiful, but provide shade, privacy, and noise buffers between the school road and the residences across the street from the school grounds. Removal of the trees would leave an unsightly gap in foliage along Old Shell in Spring Hill.

We love living in leafy, green Spring Hill and want to preserve the natural and carefully planned green spaces here.

Thank you for your consideration before moving forward with these major modifications.

Bradley and Heather White
3940 McRee Lane
Mobile 36608
678.576.0027
Hnidifferwhite@gmail.com

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.

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LOT 2, ST. PAUL'S EPISCOPAL SUBDIVISION OF OLD SHELL ROAD AS RECORDED IN INST. #2024074212.

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 49 ACRES, MORE OR LESS.



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	

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

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

Revised February 2023

	Owner	Design Professional
Name:	See attached sheet	Don Whittington
Firm:		McCrary & 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 49+/- Acres
 Property Address Property Area (acres or square feet)
 See attached sheet
 Parcel Number(s) or Key Number(s)
 R-1 N/A
 Present Zoning or Transect District Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

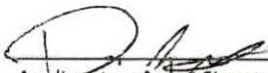
5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

See attached Letters of Authorization

Owner Signature

4-16-25

Date



Applicant or Agent Signature (if applicable)

Don Whittington - McCrary & Williams, Inc.

4/21/25

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.

See attached Letters of Authorization

Applicant or Agent Signature

4-16-25

Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633
 For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895
 Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
 Monday, Tuesday, Thursday, Friday: 8 am - 3 pm; Wednesday: 8 am - 1 pm

Revised February 2023

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

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

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

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

1. Describe how the proposal aligns with the [Comprehensive Plan, Map for Mobile](#).
St. Paul's has existed and operated in the community as a school for many years. They are requesting
a modification to a previously approved Planning Approval to include the additional property they acquired
on the East side of Provident Lane between Old Shell Road and Loyola Lane for the construction of
2 soccer fields for student activities only.

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 soccer fields will not create any additional traffic
along Old Shell Road, Provident Lane of Loyola Lane.
3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
The proposed soccer fields will provide the students a playing field in a closer proximity to their
class rooms.
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)
1- existing single story 1,056 s.f., 30' tall building will remain.

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

A 6' high privacy fence inside a 10' buffer will be provided along the west property line. A wrought iron fence to match the existing along old shell road will be provided.

- ☐ Lighting:

Soccer fields will be utilized through normal school hours between 7:30 AM & 3:00 PM. No additional light will be needed.

- ☐ Hours of operation:

8:00 AM to 9:00 PM

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

St. Paul's provides a top tier education for students from grades Pre-K through High School.

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.

With the exception of the existing 1,056 s.f building to remain, the entire area will be grassed.

Noise will be limited to normal school hours between 7:30 AM & 3:00 PM

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.

Use of this property will benefit students by providing exercise, sportsmanship, and group interaction.

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023

Application Submission Contact Information

Name of Project St. Paul's Soccer Fields Addition

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: 4/17/25

Signature _____ Print _____

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

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St. Paul's has existed and operated as a school for many years. They are requesting to revise the previously approved PUD & PA to allow them to construct two soccer field on their newly acquired property on the South side of Old Shell Road, West side of Provident Lane and North side of Loyola Lane. They will continue using the property in the same manner.

ST. PAUL'S EPISCOPAL SCHOOL
161 DOGWOOD LANE
MOBILE AL 36608

APRIL 16, 2025

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

J. Andrews CFO/COS

Signature

Springhill College
4000 Dauphin Street
MOBILE , AL 36608

APRIL 16, 2025

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 FUD 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

ST. PAUL'S EPISCOPAL SCHOOL
161 DOGWOOD LANE
MOBILE, AL 36608

SPRINGHILL COLLEGE
C/O PRESIDENT & FINANCE OFFICE
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MOBILE, AL 36608

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3610 THE CEDARS AVE
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MOBILE, AL 36608

INGE EDWARD HERNDON &
AMANDA HUNTER INGE
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MOBILE, AL 36608

WIZARD PROPERTIES LLC
89 TUTHILL LN
MOBILE, AL 36608

WILRAN NUMBER FIVE LLC
7 YESTER PLACE
MOBILE, AL 36608

SLEDGE ANNE T
121 RIDGELAWN DR E
MOBILE, AL 36608

SAINT-PAUL CARLA
771 HENCKLEY AVE
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DAN D LUKE JR TRUST
238 ROLLING HILL DR
DAPHNE, AL 36526

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MOBILE, AL 36608

GATES W DAY AS TRUSTEE OF THE
PARISH OF ST PAULS
251 TUTHILL LN
MOBILE, AL 36608

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MOBILE, AL 36608

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MOBILE, AL 36608

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110 MYRTLE WOOD LN
MOBILE, AL 36608

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211 LEVERT AVE
MOBILE, AL 36607

FRANKLIN SUSAN B
10 DRURY LN
MOBILE, AL 36608

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612 HERNANDO PL
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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

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4009 OLD SHELL RD, APT C22
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SUMMERDALE, AL 36580

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10 AUDUBON PL
FAIRHOPE, AL 36532

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MOBILE, AL 36608

TOOMEY PATRICK DOBBIN
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BIRMINGHAM, AL 35253

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650 RIDGEFIELD DR
MOBILE, AL 36608

JUSTICE SHIRLEY M
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MOBILE, AL 36608

MITCHELL ALICE S
6065 BUCHANAN CR
MCDONOUGH, GA 30252

BARTER MICHAEL & SUSAN
446 CLUBHOUSE DR
FAIRHOPE, AL 36532

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4009 OLD SHELL RD APT E3
MOBILE, AL 36608

RIIS JERI A & ERLING RIIS III
4009 OLD SHELL RD APT E22
MOBILE, AL 36608

SPRINGHILL MANOR LLC
740 MUSEUM DR
MOBILE, AL 36608

BEDSOLE TRAVIS M JR & SUSAN
310 LONG CT
MOBILE, AL 36609

WALKER WALTON LLC
4068 OLD SHELL RD
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MOBILE, AL 36608

STEPHENS SELDEN H JR
259 TUTHILL LN
MOBILE, AL 36608

DULANEY JOAN B
4009 OLD SHELL RD APT C13
MOBILE, AL 36608

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252 TUTHILL LN
MOBILE, AL 36608

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SPANISH VILLA VEST LLC
C/O MICHAEL ELY
6111 PEACHTREE DUNWOODY RD
ATLANTA, GA 30328

BREVARD SIDNEY A III & ELIZABETH B
BREVARD
3766 SOUTH RHONDA DR
MOBILE, AL 36608

RTD DEVELOPERS LLC
3851 OLD SHELL RD
MOBILE, AL 36608

FOUNTAIN KATHLEEN FRAZER
24549 VENETIA RD
MOBILE, AL 36605

WALLER JOE P & MARTHA
4009 OLD SHELL RD UNIT D-11
MOBILE, AL 36608

GREGORY VICKI
4009 OLD SHELL RD UNIT B5
MOBILE, AL 36608

JACKSON ROBERT G & WINIFRED
4009 OLD SHELL RD APT E9
MOBILE, AL 36608

FORD BENJAMIN Y & CAMILLE R
262 TUTHILL LN
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LURSEN KATHLEEN
4009 OLD SHELL RD APT B12
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ANNSLEY MARIE ZIMLICH
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LILLIAN, AL 36549

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BAILEY SUSAN TODD
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LEARD WILLIAM DAVID
61 HILLSIDE DR
MOBILE, AL 36608

SCOTT PAUL ANTHONY & SHELLY
MAY SCOTT
4107 RIDGELAWN DR
MOBILE, AL 36608

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PIERCE MICHAEL TRAVIS
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MADISON, AL 35756

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MOBILE, AL 36608

POND SUE CALDWELL
4009 OLD SHELL RD, APT C21
MOBILE, AL 36608

LANE DAVID & SUSAN LANE
4810 MUMS CT
MOBILE, AL 36608

GREEN JAMES ANTONE & LAURIE
151 HILLSIDE DR
MOBILE, AL 36608

STEVENS MARYANN CLARK
118-A DU RHU DR
MOBILE, AL 36608

BURKE ELIZABETH MCLAUGHLIN
116-C DU RHU DR
MOBILE, AL 36608

BEASLEY SHARRON ANN
4009 OLD SHELL RD, APT C5
MOBILE, AL 36608

REYNOLDS RUSSELL T
4009 OLD SHELL RD, APT D10
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WELLS JUDSON W & BARBARA W
WELLS
4009 OLD SHELL RD, APT C19
MOBILE, AL 36608

VICKERS NOAH GATES
4009 OLD SHELL RD, APT A6
MOBILE, AL 36608

MCLEOD ELIZABETH SUZANNE
4009 OLD SHELL RD, APT B2
MOBILE, AL 36608

FREEMAN DAVIS AS TRUSTEE OF
MYLES F ENGERSON TRUST
3762 MORDECAI LN
MOBILE, AL 36608

MJDM LIVING TRUST OF AUGUST 4,
2020
4009 OLD SHELL RD, APT A5
MOBILE, AL 36608

McCOY AMY McDUFFIE
30846 PARAPET CT
SPANISH FORT, AL 36527

RADCLIFF VIRGINIA STINSON
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STOUT PAMELA N, AS TRUSTEE OF
PAMELA STOUT LIVING TRUST
3235 McRAE DR
MOBILE, AL 36695

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4058 OLD SHELL RD
MOBILE, AL 36608

KAUFMAN TIM WILL & SHARON
GATES KAUFMAN
250 COLLEGE LN
MOBILE, AL 36608

BROWN BARRY L & KATHERINE
3970 OLD SHELL RD
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FARRELL DANIEL G & JENNIFER P
FARRELL
3966 OLD SHELL RD
MOBILE, AL 36608

MCREE PLACE HOMEOWNERS
ASSOC INC
3940 MCREE LN
MOBILE, AL 36608

BOULO TYLER T JR & JILL G BOULO
251 COLLEGE LN
MOBILE, AL 36608

BARNES WILLIAM E IV & BRIANNE
HART BARNES
74 JORDAN LN
MOBILE, AL 36608

OUTLAW JEAN R
254 COLLEGE LN
MOBILE, AL 36608

COUNTS BRAXTON C III &
ANTOINETTE M COUNTS
253 COLEGE LN
MOBILE, AL 36608

GRIFFITH LAUREN BAYLY & MATTHEW
ROSS GRIFFITH
256 COLLEGE LN
MOBILE, AL 36608

DUNCAN KYLE JAMES & SHANNON
REED DUNCAN
255 COLLEGE LN
MOBILE, AL 36608

THOMPSON MARY JEANETTE
258 COLLEGE LN
MOBILE, AL 36608

WHITE BRADLEY THOMAS & HEATHER
NIDIFFER WHITE
3940 MCREE LN
MOBILE, AL 36608

FAGBONGBE ADEYINKA O & ENIOLA
O FAGBONGBE
117 PROVIDENT LN
MOBILE, AL 36608

STOKES CLAIBORNE M & LEDER L
3669 STEIN AVE
MOBILE, AL 36608

MARTIN VIRGINIA S
3665 STEIN ST
MOBILE, AL 36608

GALLASPY SUE ELLEN
3661 STEIN AVE
MOBILE, AL 36608

MERRICK JUSTIN DUPUY & ANGELA
ELLIOTT MERRICK
259 COLLEGE LN
MOBILE, AL 36608

PC GOODWOOD LLC & DU RHU
DRIVE INVESTMENTS LLC
2862 DAUPHIN ST
MOBILE, AL 36606

ROE SEAN ALLAN & KIMBERLY ROE
147 McALPINE DR
MOBILE, AL 36608

QUINNELL JEFFREY & CHERYL A
QUINNELL
PO BOX 81449
MOBILE, AL 36689

GRAFE MARY EMMA
12 ROSE AVE
MOBILE, AL 36608

HURD AUBREY M
151 McALPINE DR
MOBILE, AL 36608

FULMER ANNA KATHARYN
10 ROSE AVE
MOBILE, AL 36608

HIGHLAND AT SPRING HILL LLC
5690 WATERMELON RD STE 400
NORTHPORT, AL 35473

KITSOS III CHRISTOPHER T
8 McALPINE DR
MOBILE, AL 36608

MORGAN DAVID HEUBACH
3 McALPINE DR
MOBILE, AL 36608

TOMLINSON MICHAEL P
6 ROSE AVE
MOBILE, AL 36608

TISHER BEATRICE BEAR
130 DU RHU DR APT J
MOBILE, AL 36608

JACKSON SARAH HUNTER & JOSEPH
WALTON JACKSON
134-D DU RHU DR
MOBILE, AL 36608

COOMBS ELLEN R & JOHN C
COOMBS
124 DU RHU DR APT B
MOBILE, AL 36608

MONACH WILLIAM & R STEWART
ONEILL JR
128 DU RHU DR UNIT D
MOBILE, AL 36608

SYLVESTER HALEY R
128 DU RHU DR UNIT H
MOBILE, AL 36608

HINTON JUDITH C A LIFE EST
110 A DU RHU DR
MOBILE, AL 36608

ABRUSCATO MARY S
122 DU RHU DR #B
MOBILE, AL 36608

LOTT FRANK J JR & MARIANNE H LOTT
104 MORPHY AVE
FAIRHOPE, AL 36532

SCHNEIDER CHRISTINA L
3195 HUTTERSFIELD CIR
TALLAHASSEE, FL 32303

WARD MADELINE C & MELINDA A
WARD
116 DU RHU DR UNIT F
MOBILE, AL 36608

BURLESON BRETT
7260 LAKEVIEW DR E
MOBILE, AL 36608

KANGSUMRITH TEE & ANH
KANGSUMRITH
PO BOX 1453
FAIRHOPE, AL 36533

WATSON MICHAEL
124 DU RHU DR UNIT C
MOBILE, AL 36608

BLAIR-ELORTEGUI JUDY V, ISABELLA
ELORTEGUI & OSIEL ELORTEGUI
128 DU RHU DR UNIT F
MOBILE, AL 36608

CHUNN AMANDA E
128 DU SHU DR UNIT K
MOBILE, AL 36608

HOLMES KATHARINE BLEDSOE
114C DU RHU DR
MOBILE, AL 36608

ROBINSON ROSE M
C/O WILLIAM ALLISON
155 MILLS LN
JACKSON, AL 36545

CLOUD 7-A LLC
220 S MOBILE ST
FAIRHOPE, AL 36532

HAZELWOOD JANE PALMER
BRUNSON
3951 S MCGREGOR AVE
MOBILE, AL 36608

KILLION MARY ANNE
118 DU RHU DR UNIT C
MOBILE, AL 36608

McLANEY ELIZABETH
134-B DU RHU DR
MOBILE, AL 36608

MARRIOTT ANN BRAXTON
313 RIDGELAWN DR W
MOBILE, AL 36608

HOWELL PAIGE C & JEFFREY
HOWELL JR
126B DU RHU DR
MOBILE, AL 36608

TILLMAN PEYTON
6150 HALF MILE RD
THEODORE, AL 36582

THAMES MARGARET SUSAN
130 DU RHU DR UNIT D
MOBILE, AL 36608

CALONJE BRANDY
118 DU RHU DR UNIT F
MOBILE, AL 36608

DUNCAN AUBREY
10399 LOWELL ST E
MOBILE, AL 36695

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

DEMERANVILLA PROPERTIES LLC
PO BOX 208
POINT CLEAR, AL 36564

DICKINSON MARIE P & KEITH M
DICKINSON
10832 RIGBY DR
MOBILE, AL 36695

ASG INVESTMENTS, LLC
117 FRAZER CT
MOBILE, AL 36607

R&S LEASING
34186 STEELWOOD RIDGE RD
LOXLEY, AL 36551

FULLER BRADLEY E
251 CROSSGATE DR
ELMORE, AL 36025

McCOY TIFFANY M AS TRUSTEE OF
THE McCOY REVOCABLE LIVING TR
2608 CHARLESTON OAKS CT
MOBILE, AL 36695

McPHILLIPS REGINA & JEFFERY
McPHILLIPS
656 RIDGEFIELD DR
MOBILE, AL 36608

DICKINSON MARIE P & KEITH M
DICKINSON
720 CADILLAC AVE
DAUPHIN ISLAND, AL 36528

BROOKS KAREN JACKSON HILL
PO BOX 842
WATSON, LA 70786

EAGLE BAY PROPERTIES LLC SERIES 2
4011 McGREGOR OAKS
MOBILE, AL 36608

SIMS JULIA R
104 DU RHU DR UNIT D
MOBILE, AL 36608

MAKIN STEVEN ANTHONY & SHARIN
EDYTHE MAKIN
9735 MODLEY RD
FAIRHOPE, AL 36532

FINCHER RICHARD R
23375 STATE LINE RD
LUCEDALE, MS 39452

MALBIS PLANTATION INC & FRANKLIN
COMMONS PLAZA LLC
713 BELROSE AVE
DAPHNE, AL 36526



Agenda Item # 10

MOD-003325-2025 & MOD-003324-2025

View additional details on this proposal and all application materials using the following link:

[Applicant Materials for Consideration – Planning Approval Modification](#)

[Applicant Materials for Consideration – Planned Unit Development Modification](#)

DETAILS

Location:

Northwest corner of Loyola Lane and Provident Lane

Applicant / Agent:

St. Paul's Episcopal School

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
- Map for Mobile Comprehensive Plan

Schedule for Development:

- Not provided

Proposal:

- Modification of a previously approved Planning Approval
- Modification of a previously approved Planned Unit Development

Considerations:

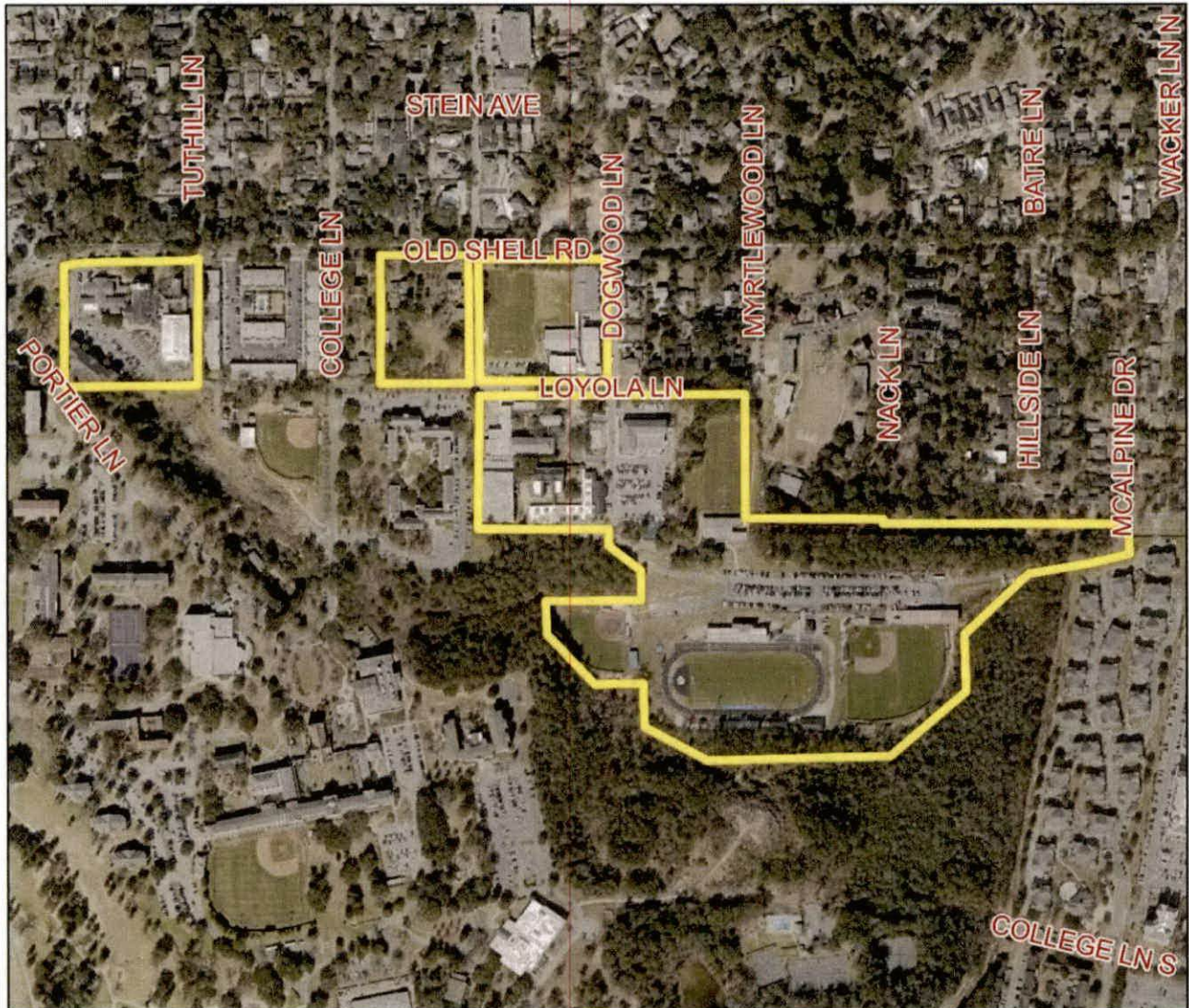
1. Modification of a previously approved Planned Unit Development with six (6) conditions;
2. Modification of a previously approved Planning Approval with six (6) conditions; and

Report Contents:

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PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units. A college lies to the southwest of the site.

APPLICATION NUMBER	10	DATE	May 15, 2025	 NTS
APPLICANT	St. Paul's Episcopal School			
REQUEST	PA Modification, PUD Modification			

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 June 15, 2023 meeting to allow construction of a new locker room for the girls' softball field, with Minor Modifications to adjust the size of the approved locker room.

A portion of the site was before the Planning Commission at its October 17, 2024 meeting as part of a two-lot Subdivision application, which was approved and recorded in Probate Court.

STAFF COMMENTS

Engineering Comments:

Planning Approval Modification (MOD-003325-2025)

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. Each Lot Owner shall be required to submit a Single-Family Residential Affidavit application with the initial construction of a single-family dwelling or other impervious surface (driveway, shed, slab, asphalt, gravel, etc.). The application shall include a site plan showing the proposed improvements and a verification that the amount of impervious area is less than or equal to the approved amount of impervious area.
5. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
6. 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.
7. 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.
8. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Planned Unit Development Modification (MOD-003324-2025)

1. Re-number the PUD NOTES. It contains two (2) NOTES with Number 3.
2. Retain PUD NOTES 3)1. Thru 3)6. As shown on the PUD SITE PLAN Sheet 1 of 1.

Traffic Engineering Comments:

The site is limited to driveways as shown on the approved PUD plan with 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 located within the City Limits of Mobile shall comply with the provisions of the City of Mobile Fire Code Ordinance, which adopts the 2021 edition of the *International Fire Code (IFC)*.

Fire apparatus access roads shall be provided to within 150 feet of all non-sprinklered commercial buildings and within 300 feet of all sprinklered commercial buildings, as measured along an approved route around the exterior of the facility.

An approved fire water supply capable of meeting the requirements set forth in *Appendices B and C* of the 2021 IFC shall be provided for all commercial buildings.

Fire hydrant placement shall comply with the following minimum standards:

- Within 400 feet of non-sprinklered commercial buildings
- Within 600 feet of sprinklered commercial buildings
- Within 100 feet of fire department connections (FDCs) serving standpipe or sprinkler systems

Although the *International Residential Code (IRC)* functions as a stand-alone document for the construction of one- and two-family dwellings and townhouses, it does not govern the design or layout of emergency access or community-level fire protection infrastructure. Therefore, residential developments must also comply with the applicable requirements of the *International Fire Code*, including, but not limited to, those listed above concerning the design, construction, regulation, and maintenance of fire apparatus access roads and fire protection water supplies.

Planning Comments:

Planning Approval and Planned Unit Development Modifications

St. Paul's Episcopal School is an existing school, which has been before the Planning Commission numerous times previously. Currently, the applicant is proposing to incorporate an additional lot to the school, so that two (2) new soccer fields can be built.

Detailed descriptions of both requests are available via the links on page 1 of this report.

The soccer fields 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 there is an existing building depicted on the lot where the new soccer fields are proposed to be located. The existing building is labeled as “existing building to remain”, but there is not mention of what the function of the structure will be. If approved, the site plan should be revised to label the existing structure with its proposed use.

It should be noted that there are notes on both the Planning Approval (PA) and Planned Unit Development (PUD) site plans stating the following:

Narrative for St. Paul’s Episcopal School:

1. *Construct a new parking lot with 34 parking 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 195,293± sq. ft or 4.48± acres.*

As the block referenced by note #2 was part of a one-lot Subdivision in 2021, which has been recorded in Probate Court, and is occupied by a parking lot, it appears this note is from a previous application. Furthermore, the site plans reference that they are a “revision to PA-001590-2021” and “revision to PUD-001589-2021”. If approved, the site plans should be revised to accurately reflect the work being proposed at this time, as well as the most recent modification case numbers (MOD-003159-2024 and MOD-003160-2024).

It should be noted that future development or redevelopment of any lot may require additional modifications of the PA and PUD to be approved by the Planning Commission and City Council. A note stating as much should be placed on the recorded site plans, if approved.

PLANNING APPROVAL / PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning Planned Unit Development / Planning Approval Modifications:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
 - a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
 - b. Includes adequate public facilities and utilities;

5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Considerations:

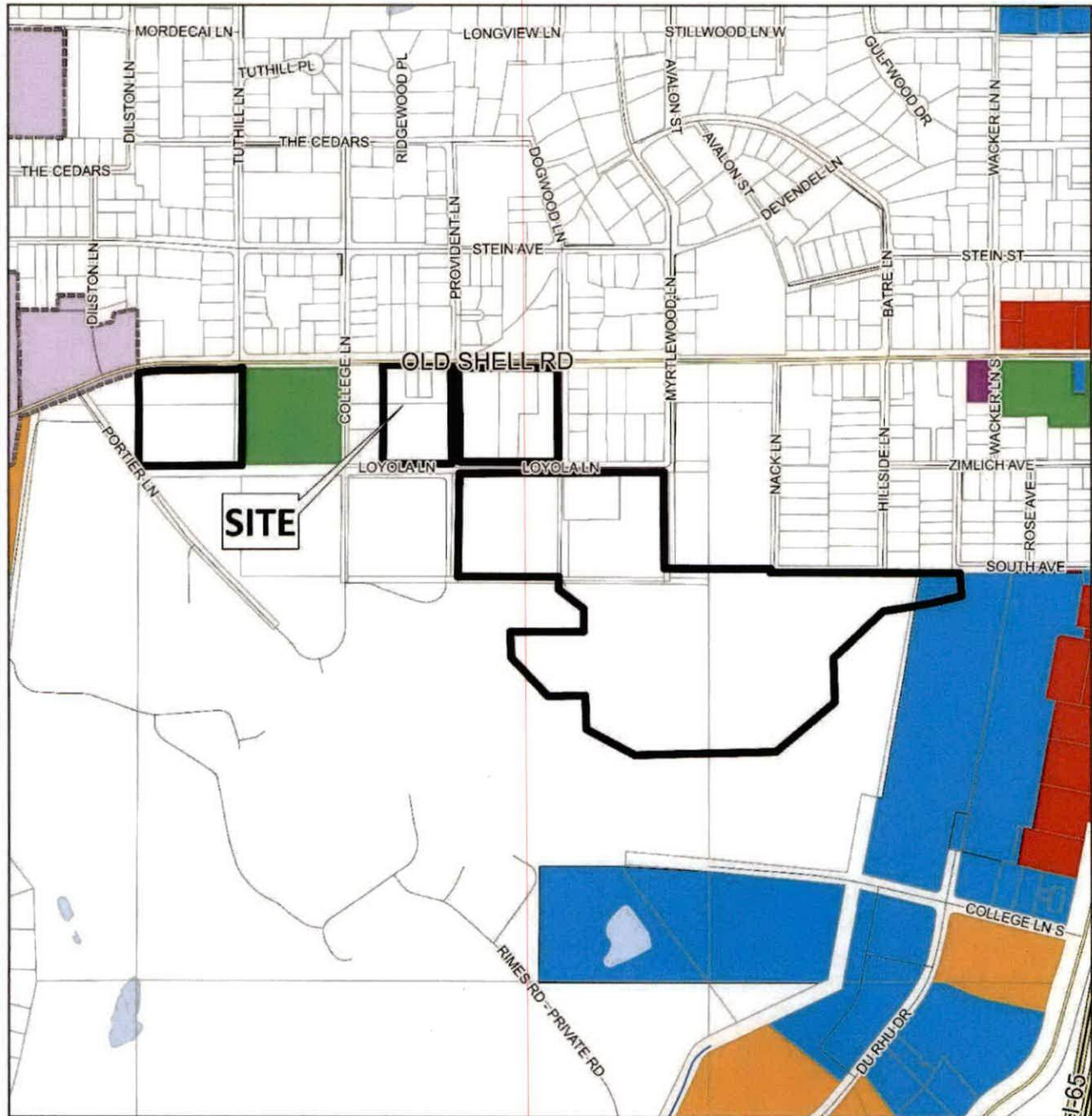
If the Planning Commission considers a recommendation of approval for the Modified Planning Approval / Planned Unit Development, the following Findings of Fact must apply:

- a. The request is consistent with all applicable requirements of this Chapter;
- b. The request is compatible with the character of the surrounding neighborhood;
- c. The request will not impede the orderly development and improvement of surrounding property;
- d. The request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
 1. 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
 2. Includes adequate public facilities and utilities;
- e. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- f. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- g. The request shall not be detrimental or endanger the public health, safety or general welfare.
- h. Benefits Consideration. In addition, consideration 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.

If approved, the following conditions could apply:

1. Revision of the site plan to state the proposed use of the existing building to remain on the site with the new soccer fields;
2. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations.
3. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024);
4. Placement of a note on the Final Planning Approval and PUD site plans stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development and Planning Approval site plans prior to their recording in Probate Court, and the provision of copies of the recorded site plans (.pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 10 DATE May 15, 2025

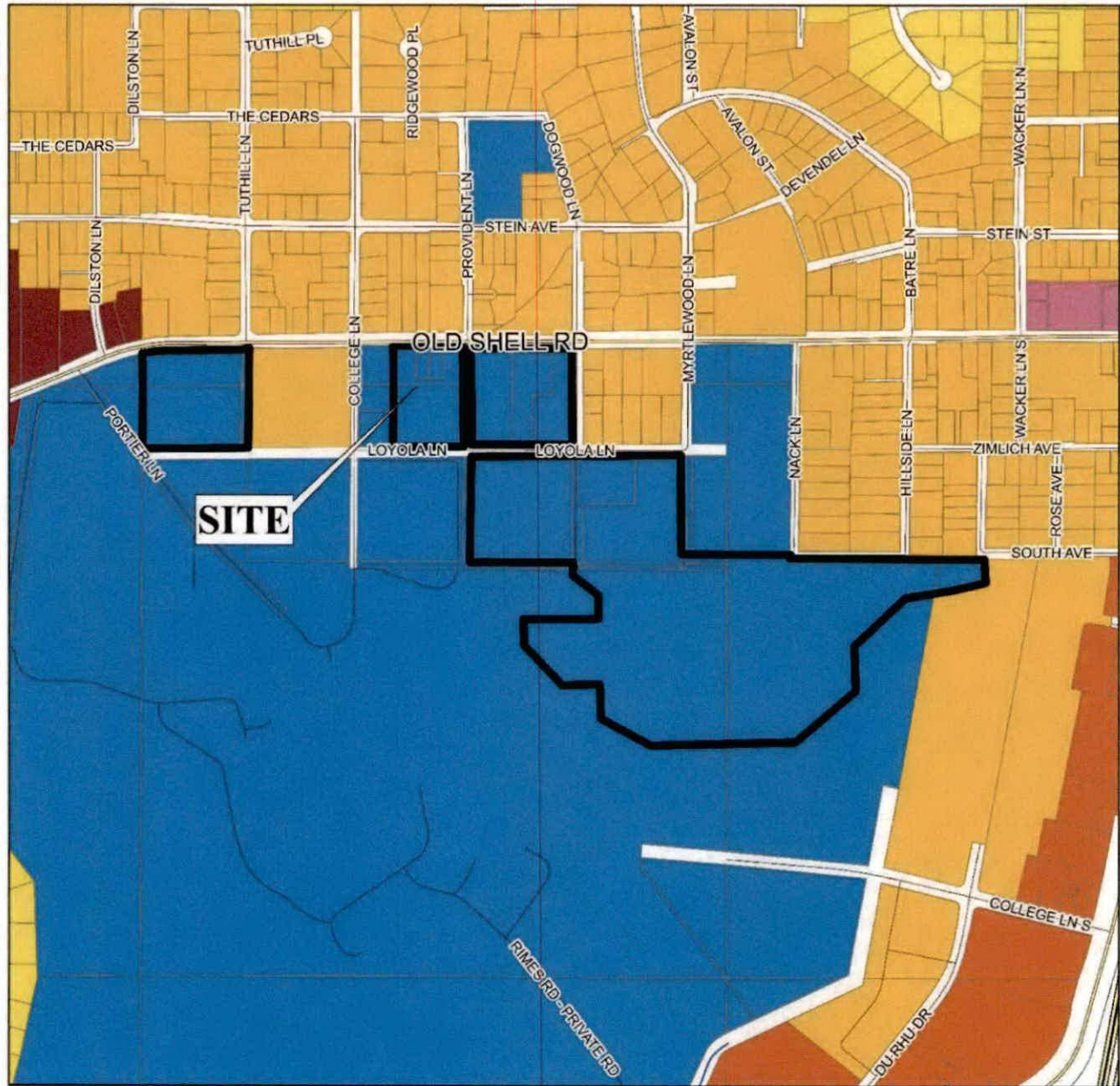
APPLICANT St. Paul's Episcopal School

REQUEST PA Modification, PUD Modification



NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 10 DATE May 15, 2025

APPLICANT St. Paul's Episcopal School

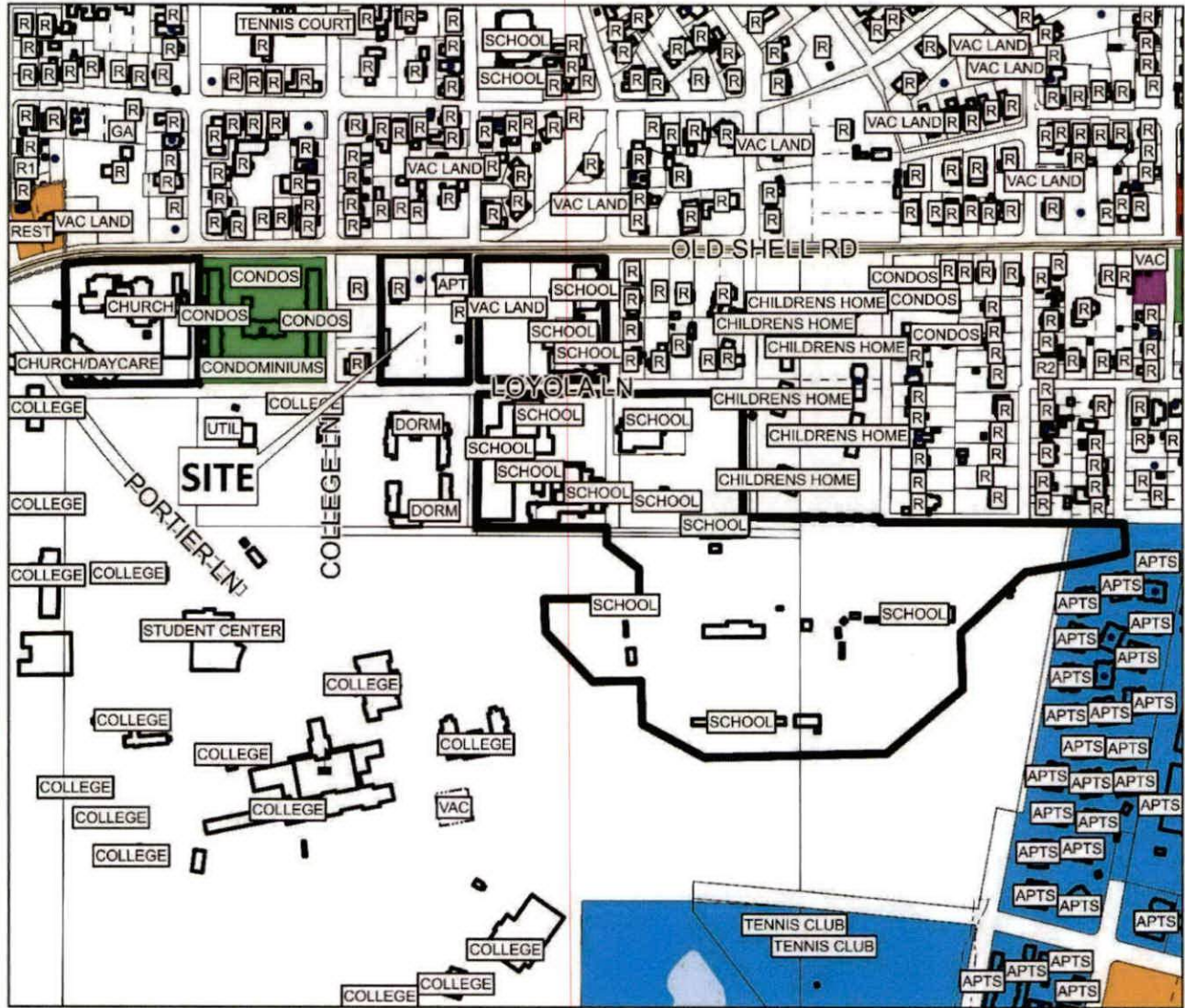
REQUEST PA Modification, PUD Modification

- | | | | |
|---------------------------|-----------------------------------|-------------------|-----------------|
| Low Density Residential | Neighborhood Center - Traditional | Light Industry | Water Dependent |
| Mixed Density Residential | Neighborhood Center - Suburban | Heavy Industry | |
| Downtown | Traditional Corridor | Institutional | |
| District Center | Mixed Commercial Corridor | Parks, Open Space | |



NTS

PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units. A college lies to the southwest of the site.

APPLICATION NUMBER 10 DATE May 15, 2025

APPLICANT St. Paul's Episcopal School

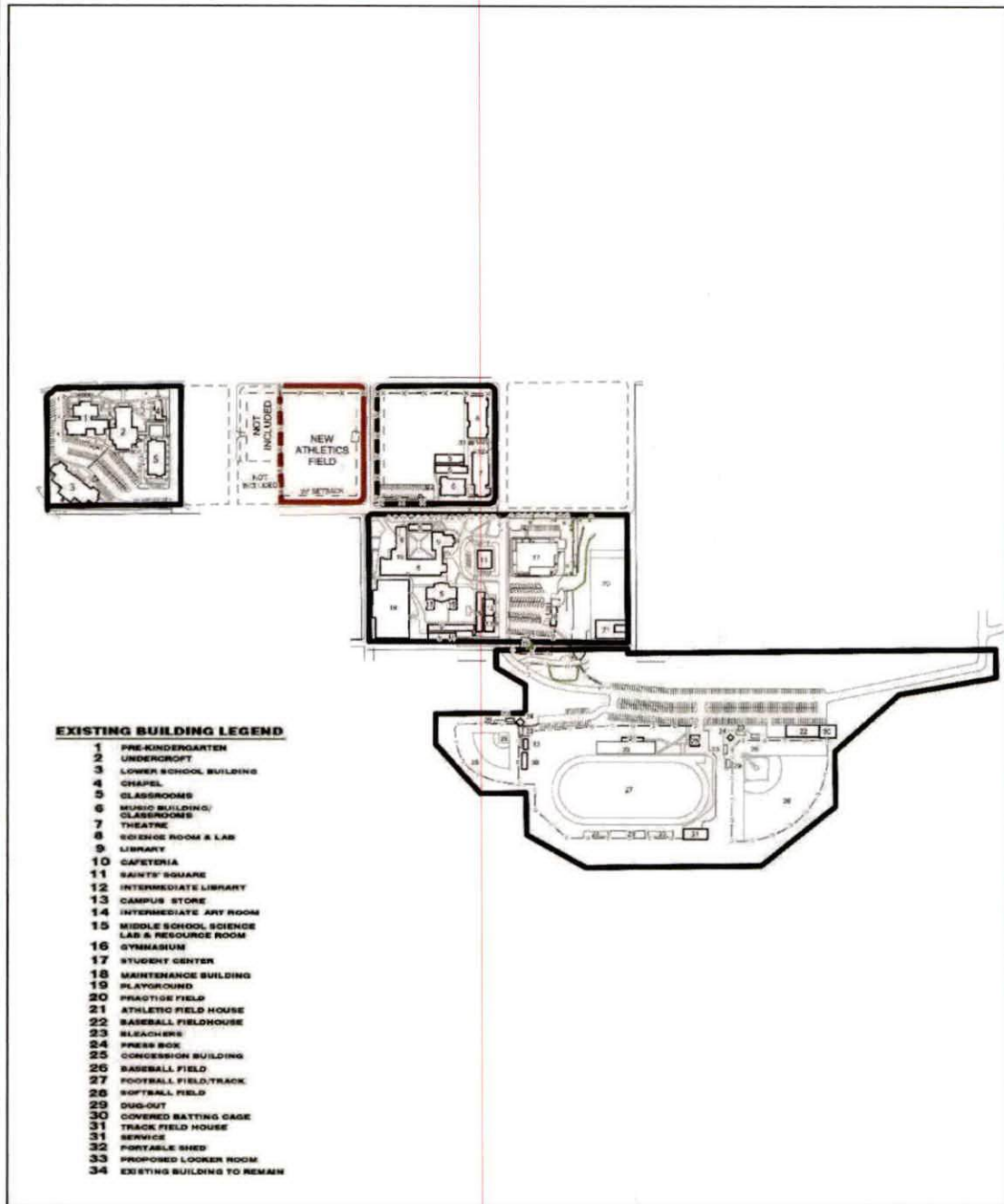
REQUEST PA Modification, PUD Modification

R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1	



NTS

SITE PLAN



The site plan illustrates existing buildings, proposed soccer field, baseball fields, drives, and setbacks.

APPLICATION NUMBER	10	DATE	May 15, 2025	 NTS
APPLICANT	St. Paul's Episcopal School			
REQUEST	PA Modification, PUD Modification			

ZONING DISTRICT CORRESPONDENCE MATRIX															
		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDWRU)
RESIDENTIAL - AG	R-A														
ONE-FAMILY RESIDENCE	R-1	■				■		■					□		
TWO-FAMILY RESIDENCE	R-2	■				■		■					□	○	
MULTIPLE-FAMILY	R-3	○	■			■	■						□	○	
RESIDENTIAL-BUSINESS	R-B		○			■		■					□	○	
TRANSITIONAL-BUSINESS	T-B		○		■	■	■	■					□		
HISTORIC BUSINESS	H-B			■		■		■					□		
VILLAGE CENTER	TCD					■	■						□		
NEIGH. CENTER	TCD					■	■						□		
NEIGH. GENERAL	TCD					■							□		
DOWNTOWN DEV. DDD	T-6			■									□		
DOWNTOWN DEV. DDD	T-5.1			■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2			■		■							□		
DOWNTOWN DEV. DDD	T-4			■		■		□					□		
DOWNTOWN DEV. DDD	T-3			■		■							□		
DOWNTOWN DEV. DDD	SD-WH									○	○		□		
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○		○	○		□		
BUFFER BUSINESS	B-1		□			□	■	■	■				□	○	
NEIGH. BUSINESS	B-2		○			□	■	■	■				□	○	
LIMITED BUSINESS	LB-2		○			□	■	■	■				□	○	
COMMUNITY BUSINESS	B-3				■				■			○	□	○	
GEN. BUSINESS	B-4			■					■			○	□	○	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		□

Zoning District Correspondence Matrix

- Directly Related
- Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

Institutional Land Use (INS)

This designation includes land and buildings occupied by municipal and other governmental agencies for the exercise of their functions, to serve the public or provide a civic use or amenity. These include major libraries, airports, public schools and public safety facilities, but exclude parks and public open space which are identified under a separate land use classification (see below). Semi-public uses such as grammar and high schools, colleges and universities, hospitals, and other major institutions that serve the public and/or operate in a public function are included.

Note: Small-scale properties (less than 2 acres) accommodating subsidiary public and semi-public facilities, such as branch libraries, substations, satellite clinics, etc., may not be specifically called out in the FLUM under this land use designation, but may instead be considered part of the array of integrated complementary uses typically found in a residential neighborhood or a mixed-use center or corridor. The specific location and design of these complementary uses is subject to zoning.

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 5487, 5491, and 5495 Hilltop Drive, South

Pursuant to Resolution of the Mobile, Alabama City Council adopted **June 17, 2025**, a public hearing will be held on the **22nd** day of **July**, 2025, at 10:30 a.m., to consider adoption of an ordinance for the modification of a Previously Approved Planned Unit Development for property located at 5487, 5491, and 5495 Hilltop Drive, South to allow reduced lot widths and sizes, and reduced building setbacks in a single-family residential subdivision.

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 August 17, 2006, allowing reduced lot widths and sizes, and reduced building setbacks in a single-family residential subdivision on property located at 5487, 5491 & 5495 Hilltop Drive South and described as follows:

LOT 4, LOT 5 & LOT 6, WESTHILL SUBDIVISION AS RECORDED IN MAP BOOK 116, PAGE 43 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

WHEREAS, the owner of said property applied for a Major Modification of the PUD on March 12, 2025, allowing reduced lot widths and sizes, and reduced building setbacks in a single-family residential subdivision.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on April 17, 2025, and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Retention of the current curve data table on the site plan;
2. Retention of the lot size labels in both square feet and acres on the site plan, or the furnishing of a table on the site plan providing the same information;
3. Retention of the 15-foot front yard setback on the site plan;
4. Retention of at least the 5-foot side yard setbacks on the site plan;
5. Retention of the 8-foot rear yard setbacks on the site plan;
6. Placement of a note on the site plan stating that site coverage is limited to a maximum of 35%;
7. Placement of a note on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder;

8. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat for the subdivision;
9. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat of the associated subdivision;
10. Compliance with all Engineering comments noted in this staff report;
11. Placement of a note on the site plan stating all Traffic Engineering comments noted in this staff report;
12. Compliance with all Urban Forestry comments noted in this staff report; and,
13. Compliance with all Fire Department comments noted in this staff report

WHEREAS, the City Council finds that the proposed modification:

- A. Is consistent with all applicable requirements of this Chapter;
- B. Is compatible with the character of the surrounding neighborhood;
- C. Will not impede the orderly development and improvement of surrounding property;
- D. 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. Will 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. Shall not be detrimental or endanger the public health, safety or general welfare; and
- H. Benefits Consideration. The request will be 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 conditions:

1. Retention of the current curve data table on the site plan;
2. Retention of the lot size labels in both square feet and acres on the site plan, or the furnishing of a table on the site plan providing the same information;
3. Retention of the 15-foot front yard setback on the site plan;
4. Retention of at least the 5-foot side yard setbacks on the site plan;
5. Retention of the 8-foot rear yard setbacks on the site plan;
6. Placement of a note on the site plan stating that site coverage is limited to a maximum of 35%;
7. Placement of a note on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder;
8. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat for the subdivision;
9. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat of the associated subdivision;
10. Compliance with all Engineering comments noted in this staff report;
11. Placement of a note on the site plan stating all Traffic Engineering comments noted in this staff report;
12. Compliance with all Urban Forestry comments noted in this staff report; and,
13. Compliance with all Fire Department comments noted in this staff report

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 22nd day of July, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 25th day of June, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 5487, 5491 & 5495 Hilltop Drive South.

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on August 17, 2006. The owner of said property has applied for a Major Modification of the PUD allowing reduced lot widths and sizes, and reduced building setbacks in a single-family residential subdivision. If approved, the major modification will allow reduced lot widths and sizes, and reduced building setbacks in a single-family residential subdivision, subject to the following proposed conditions: 1. Retention of the current curve data table on the site plan; 2. Retention of the lot size labels in both square feet and acres on the site plan, or the furnishing of a table on the site plan providing the same information; 3. Retention of the 15-foot front yard setback on the site plan; 4. Retention of at least the 5-foot side yard setbacks on the site plan; 5. Retention of the 8-foot rear yard setbacks on the site plan; 6. Placement of a note on the site plan stating that site coverage is limited to a maximum of 35%; 7. Placement of a note on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder; 8. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat for the subdivision; 9. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat of the associated subdivision; 10. Compliance with all Engineering comments noted in the staff report; 11. Placement of a note on the site plan stating all Traffic Engineering comments noted in the staff report; 12. Compliance with all Urban Forestry comments noted in the staff report; and, 13. Compliance with all Fire Department comments noted in the staff report.

This proposed amendment to the Unified Development Code will be in full force and effect from after its publication and adoption by the Mobile City Council.

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE

Sponsored by: Councilmember Gina Gregory

WHEREAS, a Planned Unit Development (PUD) was approved on August 17, 2006, allowing reduced lot widths and sizes, and reduced building setbacks in a single-family residential subdivision on property located at 5487, 5491 & 5495 Hilltop Drive South and described as follows:

LOT 4, LOT 5 & LOT 6, WESTHILL SUBDIVISION AS RECORDED IN MAP BOOK 116, PAGE 43 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

WHEREAS, the owner of said property applied for a Major Modification of the PUD on March 12, 2025, allowing reduced lot widths and sizes, and reduced building setbacks in a single-family residential subdivision.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on April 17, 2025, and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Retention of the current curve data table on the site plan;
2. Retention of the lot size labels in both square feet and acres on the site plan, or the furnishing of a table on the site plan providing the same information;
3. Retention of the 15-foot front yard setback on the site plan;
4. Retention of at least the 5-foot side yard setbacks on the site plan;
5. Retention of the 8-foot rear yard setbacks on the site plan;
6. Placement of a note on the site plan stating that site coverage is limited to a maximum of 35%;
7. Placement of a note on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder;
8. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat for the subdivision;
9. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat of the associated subdivision;
10. Compliance with all Engineering comments noted in this staff report;
11. Placement of a note on the site plan stating all Traffic Engineering comments noted in this staff report;
12. Compliance with all Urban Forestry comments noted in this staff report; and,
13. Compliance with all Fire Department comments noted in this staff report

WHEREAS, the City Council finds that the proposed modification:

- A. Is consistent with all applicable requirements of this Chapter;
- B. Is compatible with the character of the surrounding neighborhood;
- C. Will not impede the orderly development and improvement of surrounding property;
- D. 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. Will 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. Shall not be detrimental or endanger the public health, safety or general welfare; and
- H. Benefits Consideration. The request will be 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 conditions:

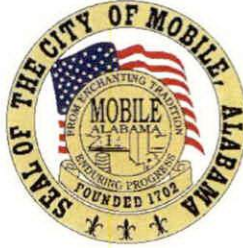
- 1. Retention of the current curve data table on the site plan;
- 2. Retention of the lot size labels in both square feet and acres on the site plan, or the furnishing of a table on the site plan providing the same information;
- 3. Retention of the 15-foot front yard setback on the site plan;
- 4. Retention of at least the 5-foot side yard setbacks on the site plan;
- 5. Retention of the 8-foot rear yard setbacks on the site plan;
- 6. Placement of a note on the site plan stating that site coverage is limited to a maximum of 35%;
- 7. Placement of a note on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder;
- 8. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat for the subdivision;
- 9. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat of the associated subdivision;
- 10. Compliance with all Engineering comments noted in this staff report;
- 11. Placement of a note on the site plan stating all Traffic Engineering comments noted in this staff report;
- 12. Compliance with all Urban Forestry comments noted in this staff report; and,
- 13. Compliance with all Fire Department comments noted in this staff report

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

Adopted:

Lisa Lambert, City Clerk

**Hunter Smith & Daniel Clark, Smith Clark & Associates, LLC
Westhill Subdivision, Resubdivision of Lots 4, 5 & 6
5487, 5491 & 5495 Hilltop Drive South
Council District 7
Gina Gregory**



THE CITY OF MOBILE, AL
Planning & Zoning Department
MOBILE CITY PLANNING COMMISSION

June 6, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on April 17, 2025, considered the request of Hunter Smith & Daniel Clark, Smith Clark & Associates, LLC, for a Major Modification of a previously approved Planned Unit Development (PUD) allowing reduced lot widths and sizes, and reduced building setbacks in a single-family residential subdivision, for the property located at 5487, 5491, & 5495 Hilltop Drive South.

After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Retention of the current curve data table on the site plan;
2. Retention of the lot size labels in both square feet and acres on the site plan, or the furnishing of a table on the site plan providing the same information;
3. Retention of the 15-foot front yard setback on the site plan;
4. Retention of at least the 5-foot side yard setbacks on the site plan;
5. Retention of the 8-foot rear yard setbacks on the site plan;
6. Placement of a note on the site plan stating that site coverage is limited to a maximum of 35%;
7. Placement of a note on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder;
8. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat for the subdivision;
9. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat of the associated subdivision;
10. Compliance with all Engineering comments noted in this staff report;
11. Placement of a note on the site plan stating all Traffic Engineering comments noted in this staff report;
12. Compliance with all Urban Forestry comments noted in this staff report; and,
13. Compliance with all Fire Department comments noted in this staff report.

Copies of the application and reports are attached.

Sincerely,

A handwritten signature in black ink that reads "Stephen Guthrie". The signature is written in a cursive style with a large initial 'S'.

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

April 21, 2025

Hunter Smith or Daniel Clark
Smith Clark & Associates, LLC
30941 Mill Lane
Suite G
Box 258, Spanish Fort, Alabama 36527

Re: 5487, 5491 & 5495 Hilltop Drive South
MOD-003274-2025
Westhill Subdivision, Resubdivision of Lots 4, 5 & 6
District 7
Major Modification of a previously approved Planned Unit Development allowing reduced lot widths and sizes, and reduced building setbacks in a single-family residential subdivision.

Dear Applicant(s)/ Property Owner (s):

At its meeting on April 17, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following Findings of Fact to support modification of the previously approved Planned Unit Development:

- a. The request is consistent with all applicable requirements of this Chapter;
- b. The request is compatible with the character of the surrounding neighborhood;
- c. The request will not impede the orderly development and improvement of surrounding property;
- d. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- e. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- f. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- g. The request shall not be detrimental or endanger the public health, safety or general welfare.
- h. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of the Major Planned Unit Development Modification to the City Council, subject to the following conditions:

1. Retention of the current curve data table on the site plan;
2. Retention of the lot size labels in both square feet and acres on the site plan, or the furnishing of a table on the site plan providing the same information;
3. Retention of the 15-foot front yard setback on the site plan;
4. Retention of at least the 5-foot side yard setbacks on the site plan;
5. Retention of the 8-foot rear yard setbacks on the site plan;
6. Placement of a note on the site plan stating that site coverage is limited to a maximum of 35%;
7. Placement of a note on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder;
8. Submittal to and approval by Planning and Zoning of a revised Planned Unit Development (PUD) site plan prior to signing the Final Plat for the subdivision;
9. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat of the associated subdivision;
10. Compliance with all Engineering comments noted in the staff report;
11. Placement of a note on the site plan stating all Traffic Engineering comments noted in the staff report;
12. Compliance with all Urban Forestry comments noted in the staff report; and,
13. Compliance with all Fire Department comments noted in the staff report.

The advertising fee for this application is based on the current legal description is **\$510.72**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request is filed and approved by the Planning Commission and City Council.

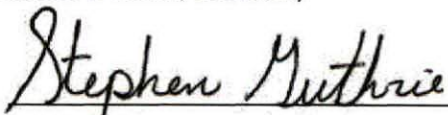
If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:



Stephen Guthrie

Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION

March 28, 2025

PUBLIC HEARING NOTICE



Re: 5487, 5491, & 5495 Hilltop Drive South
MOD-003274-2025
Westhill Subdivision, Resubdivision of Lots 4, 5 & 6
Hunter Smith & Daniel Clark, Smith Clark & Associates, LLC
District 7
Major Modification of a previously approved Planned Unit Development allowing reduced lot widths and sizes, and reduced building setbacks in a single-family residential subdivision.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, April 17, 2025, 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:

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, April 16, 2025, 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.



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:	Hunter Smith or Daniel Clark	Same as Applicant
Firm:	Smith Clark & Associates, LLC	
Phone:	251-626-0404	
Email:	Danny@smithclarkllc.com	
Address:	30941 Mill Ln, Ste G Box 258, Spanish Fort AL 36527	

	Owner	Design Professional
Name:	Starr Boykin	
Firm:	Copper Hill LLC	
Phone:	251-340-8380	
Email:	starr@tensawland.com	
Address:	1108 Hwy 90 Service Dr, Mobile AL 36693	

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.

Lots 5 & 6 Hilltop Dr S, Mobile AL 36608

36,611 sq ft total

Property Address

Property Area (acres or square feet)

KEY3680136 & 3680145

Parcel Number(s) or Key Number(s)

R-1 Single Family Residential

n/a

Present Zoning or Transect District

Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

- a) Any Rezoning to a higher classification;
- b) Any application to create or modify a Planned Development; or
- c) Any Conditional Use Permit.

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8 1/2" x 11" sheets of labels).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Owner Signature

Date

Applicant or Agent Signature (if applicable)

Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

I hereby agree to allow the City of Mobile to post on my property, which is under consideration for Planning Commission/City Council approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Applicant or Agent Signature

Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org (251.208.5895)
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023

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](#).

This modification will delete a lot from the existing subdivision. It will not affect the Comprehensive Plan.

Low Density Residential

Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.

This modification will remove Lot 5 from the subdivision and increase the size of Lots 4 & 6 to accommodate the decrease in density. The character of the neighborhood will not be affected.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

This modification decreases density.

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

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023

6. Please provide the following information:

- ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

This modification is to delete a lot from the PUD. No new structures will be added by this modification.

- ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

This modification is to delete a lot from the PUD. No new landscaping will be added by this modification.

- ☐ Lighting:

This modification is to delete a lot from the PUD. No new lighting will be added by this modification.

- ☐ Hours of operation:

n/a

- ☐ Other conditions that are unique to the use of the property:

n/a

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

This modification is to delete a lot from the PUD. No elements will be added that would be detrimental to the public health, safety or general welfare by this modification.

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.

This modification decreases density.



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:	Hunter Smith or Daniel Clark	Same as Applicant
Firm:	Smith Clark & Associates, LLC	
Phone:	251-626-0404	
Email:	Danny@smithclarkllc.com	
Address:	30941 Mill Ln, Ste G Box 258, Spanish Fort AL 36527	

	Owner	Design Professional
Name:	Allen & Kathy Acton	
Firm:		
Phone:	251-402-1136	
Email:	k4acton@yahoo.com	
Address:	5487 Hilltop Dr S, Mobile AL 36608	

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.

5487 Hilltop Dr S, Mobile AL 36608

36,611 sq ft total

Property Address

Property Area (acres or square feet)

KEY3680127

Parcel Number(s) or Key Number(s)

R-1 Single Family Residential

n/a

Present Zoning or Transect District

Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

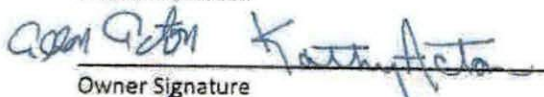
This requirement applies to any of the following applications:

- a) Any Rezoning to a higher classification;
- b) Any application to create or modify a Planned Development; or
- c) Any Conditional Use Permit.

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8 1/2" x 11" sheets of labels).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.


Owner Signature

2-27-25
Date


Applicant or Agent Signature (if applicable)

3/12/25
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.


Applicant or Agent Signature

3/12/25
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](#).

This modification will delete a lot from the existing subdivision. It will not affect the Comprehensive Plan.

Low Density Residential

Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.

This modification will remove Lot 5 from the subdivision and increase the size of Lots 4 & 6 to accommodate the decrease in density. The character of the neighborhood will not be affected.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

This modification decreases density.

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

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023

6. Please provide the following information:

☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

This modification is to delete a lot from the PUD. No new structures will be added by this modification.

☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

This modification is to delete a lot from the PUD. No new landscaping will be added by this modification.

☐ Lighting:

This modification is to delete a lot from the PUD. No new lighting will be added by this modification.

☐ Hours of operation:

n/a

☐ Other conditions that are unique to the use of the property:

n/a

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

This modification is to delete a lot from the PUD. No elements will be added that would be detrimental to the public health, safety or general welfare by this modification.

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.

This modification decreases density.



Plan Submission Contact Information

Name of Project Resub of Lots 4, 5 & 6 Westhill Subdivision

Address Lots 5 & 6, Hilltop Dr S, Mobile AL 36608

Owner Starr Boykin for Copper Hill LLC

Address 1108 Hwy 90 Service Dr, Mobile Zip Code 36693

Phone 251-340-8380 Fax n/a Email starr@tensawland.com

Authorized Agent Smith Clark & Associates, LLC / Daniel Clark or Hunter Smith

Address 30941 Mill Ln, Ste G Box 258, Spanish Fort Zip Code 36527

Phone 251-626-0404 Fax n/a Email danny@smithclarkllc.com

Contractor _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Architect _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by:

 Hunter C. Smith
Signature Print

2/14/2025 Authorized Agent
Date Affiliation to project/Organization



Plan Submission Contact Information

Name of Project Resub of Lots 4, 5 & 6 Westhill Subdivision

Address 5487 Hilltop Dr S, Mobile AL 36608

Owner Allen & Kathy Acton

Address 5487 Hilltop Dr S, Mobile Zip Code 36608

Phone 251-402-1136 Fax n/a Email k4acton@yahoo.com

Authorized Agent Smith Clark & Associates, LLC / Daniel Clark or Hunter Smith

Address 30941 Mill Ln, Ste G Box 258, Spanish Fort Zip Code 36527

Phone 251-626-0404 Fax n/a Email danny@smithclarkllc.com

Contractor _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Architect _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by:



Signature

2/14/2025
Date

Hunter C Smith

Print

Authorized Agent
Affiliation to project/Organization



March 12, 2025

Planning & Zoning
City of Mobile

RE: Westhill Subdivision PUD Modification Justification

Smith, Clark & Associates is submitting, on behalf of Copper Hill LLC and Allen & Kathy Acton, a request to modify the existing PUD for Westhill Subdivision. This PUD modification is being submitted simultaneously with a request to Re-subdivide Lots 4-6. Lot 5 will be removed from the subdivision to increase the sizes of Lots 4 & 6.

Sincerely,

Hunter C. Smith, PLS
President
Smith, Clark & Associates, LLC

Allen & Kathy Acton
5487 Hilltop Dr S
Mobile AL 36608

Copper Hill LLC
1108 Highway 90 Dr
Mobile AL 36693

Smith Clark & Associates, LLC
30941 Mill Ln
Ste G, Box 258
Spanish Fort AL 36527

Edward & Carole Spremich
63 Silverwood St
Mobile AL 36607

West Hill LLC
3964 Airport Blvd
Mobile AL 36608

Kelley & Kathleen Ouzts
5479 Hilltop Dr S
Mobile AL 36608

Haley Hancock
5471 Hilltop Dr S
Mobile AL 36608

William Susman
213 Kingswood Ct
Mobile AL 36608

5472 Old Shell Road LLC
143 Myrtlewood Ln
Mobile AL 36608

Linda Knight, Trustee
4171 Carmel Dr N
Mobile AL 36608

Smita Properties LLC
4640 W Beach Blvd, Unit C1
Gulf Port MS 39501

Alfred Little
2300 Granada Ave
Mobile AL 36693

Michael & Ben Johnston
3968 Japonica Ln
Mobile AL 36693

Burlow Inc
5558 Old Shell Rd
Mobile AL 36608

Alabama Power Co
150 St Joseph St
Mobile AL 36602

USC LLC, Eleanor Cummings &
Shell Road LLC
PO Box 16227
Mobile AL 36616

Sylvester & Pamela Shakir
5663 Vanderbilt Dr
Mobile AL 36608

Sharie Reese
5286 Fletching Ct
Theodore AL 36582

Clifford & Jeanette Keller Jr
1726 Augusta Dr W
Mobile AL 36695

Shahi Pawan Khadgi
5651 Vanderbilt Dr
Mobile AL 36608

Amanda Nadeau
8280 Whisper Lakes Ct
Mobile AL 36619

Dennis & Megan Wallace
c/o Major Dennis Wallace
224 Stratford Dr
Vandenberg SB CA 93436

John Reed
108 Vanderbilt Dr
Mobile AL 36608

Best Homes LLC
112 Vanderbilt Dr
Mobile AL 36608

Jimmy Counselman & Emily Hodge
276 Miller Howze Rd
Coffeeville AL 36524



Agenda Item # 10

SUB-003244-2025 & MOD-003274-2025

View additional details on this proposal and all application materials using the following link:

[Applicant Materials for Consideration – Subdivision](#)

[Applicant Materials for Consideration – PUD Modification](#)

DETAILS

Location:

5487, 5491 & 5495 Hilltop Drive South

Subdivision Name:

Westhill Subdivision, Resubdivision of Lots 4, 5 & 6

Applicant / Agent:

Hunter Smith & Daniel Clark, Smith Clark & Associates, LLC

Property Owner:

Starr Boykin, Copper Hill LLC

Current Zoning:

R-1, Single-Family Residential Suburban District

Future Land Use:

Low Density Residential

Applicable Codes, Policies, and Plans:

- Unified Development Code (UDC)
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Schedule for Development:

- Not provided

Proposal:

- Subdivision approval to create two (2) legal lots of record
- Modification of a previously approved Planned Unit Development

Commission Considerations:

- Subdivision approval with twelve (12) conditions.
- Major Modification of a previously approved Planned Unit Development with thirteen (13) conditions.

Report Contents:

	Page
Context Map	2
Site History	3
Staff Comments	3
Subdivision Considerations	6
PUD Modification Considerations	7
Exhibits	9

PLANNING COMMISSION **VICINITY MAP - EXISTING AERIAL**



The site is surrounded by commercial and residential units.

APPLICATION NUMBER	10	DATE	April 17, 2025
APPLICANT	Westhill Subdivision, Resubdivision of Lots 4, 5 & 6		
REQUEST	Subdivision, PUD Modification		



SITE HISTORY

The subject site was annexed into the City in 1956.

With the adoption of the Zoning Ordinance in 1967, it was assigned an R-A, Residential-Agriculture zoning classification.

Sometime later, the zoning classification was changed to R-1, Single-Family Residential.

The site was the subject of two (2) subdivision approvals, both named Westhill Subdivision with twelve (12) lots each, in 2003. Each subdivision had an accompanying Planned Unit Development (PUD), both to allow for reduced lot sizes, reduced lot widths, and reduced building setbacks, and an additional request for increased site coverage to 55% for one (1) of the PUD. All were approved, but the approvals eventually expired.

In August 2006, the site was again before the Commission as Westhill Subdivision, but with eleven (11) proposed lots and an accompanying PUD to allow reduced lot widths and sizes, reduced building setbacks, and increased site coverage to 45%. Both were approved and the subdivision was recorded in Probate Court.

The site has never had any applications before the Board of Zoning Adjustment.

STAFF COMMENTS

Engineering Comments:

Subdivision

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

- A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
- B. Provide and label the monument set or found at each subdivision corner.
- C. Add a graphic scale.
- D. Show and label all flood zones. New maps went into effect on June 5, 2020.
- E. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an A, AE, or X (shaded) flood zone designation. BFE = 114.
- F. Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer.
- G. Provide the Surveyor's Certificate.
- H. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo LOTS 4A and 6A will share the 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 4A – NONE and LOT 6A – NONE.
- I. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance 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.
- J. Add a note that 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.

- K. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
- L. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
- M. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
- N. 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.

Modification of Planned Unit Development

ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control; the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Each Lot Owner shall be required to submit a Single-Family Residential Affidavit application with the initial construction of a single-family dwelling or other impervious surface (driveway, shed, slab, asphalt, gravel, etc.). The application shall include a site plan showing the proposed improvements and a verification that the amount of impervious area is less than or equal to the approved amount of impervious area.
5. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
6. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
7. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards.

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, 0.84±-acre subdivision out of three (3) existing lots of record from the previously recorded Westhill Subdivision. The site is served by public water and sanitary sewer services.

The site is located at the West terminus of Hilltop Drive South, a public right-of-way with curb and gutter and a compliant 50-foot right of way. The current cul-de-sac has a 50-foot radius along the site frontage (100-foot diameter), but the Subdivision Regulations now require a 60-foot radius (120-foot diameter) for a cul-de-sac. However, as one of the two (2) proposed lots is developed, the requirement for dedication along the site frontage would seem unwarranted. A waiver of Section 6.B.9. would seem in order to allow such. If approved, the current curve data table for the site should be retained on the Final Plat.

Both proposed lots meet the minimum size requirements of the Subdivision Regulations and are labeled with their sizes in both square feet and acres. If approved, this information should be retained on the Final Plat, or a table should be furnished on the Final Plat providing the same information.

As with the approval of Westhill Subdivision, the lots are proposed to have a 15-foot minimum building setback line along the street frontage. Side yard and rear yard setbacks are proposed as eight (8) feet. Unlike the previous subdivision approval, there will not be a zero-lot line on one side, and an eight (8)-foot side yard setback is proposed instead. It should be noted that the UDC now requires 5-foot side yard setbacks and 8-foot rear yard setbacks. As such, at least a 5-foot side yard setback should be retained on the Final Plat, if approved. There is no increased site coverage proposed as in the previous subdivision approval. In order to avoid possible confusion with the 45% maximum site coverage allowed in the remainder of Westhill Subdivision, a note should be placed on the Final Plat stating that site coverage is limited to 35% maximum site coverage, unless otherwise requested by the applicant.

A sanitary sewer easement is indicated on the preliminary plat. Therefore, a note should be required on the Final Plat, if approved, stating that no structure may be constructed or placed in any easement without the permission of the easement holder.

A revised PUD site plan should be submitted to and approved by Planning and Zoning prior to signing the Final Plat for the subdivision.

Planned Unit Development Modification

The purpose of the Planned Unit Development (PUD) Modification under consideration is to amend the previously approved PUD to reflect the newly created lots. The previously approved PUD contained 11 lots, and three (3) of those lots are proposed to be amended as two (2) lots; therefore, the PUD must also be amended.

The applicant states the following concerning the MOD application:

This modification will remove Lot 5 from the subdivision and increase the size of Lots 4 & 6 to accommodate the decrease in density. The character of the neighborhood will not be affected.

The site plan submitted is identical to the preliminary plat. Therefore, any required revisions would be the same as on the preliminary plat.

The curve data should be retained on the site plan. The lot size labels in both square feet and acres should be retained on the site plan, or a table should be furnished on the site plan providing the same information.

At least 5-foot rear yard setbacks should be retained on the site plan. As no increased site coverage is proposed as with the previous PUD approval, in order to avoid possible confusion with the 45% maximum site coverage allowed in the remainder of Westhill Subdivision, a note should be placed on the site plan stating that site coverage is limited to 35% maximum site coverage, unless otherwise requested by the applicant.

As a sanitary sewer easement is indicated on the site plan, a note should be required on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder.

A revised PUD site plan should be presented to and approved by Planning and Zoning prior to signing the Final Plat for the 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:

Based on the preceding, and with a waiver of Section 6.B.9. of the Subdivision Regulations, if the Subdivision request is considered for approval, the following conditions could apply:

1. Retention of the current curve data table on the Final Plat;
2. Retention of the lot size labels in both square feet and acres on the Final Plat, or the furnishing of a table on the Final Plat providing the same information;
3. Retention of the 15-foot front yard setback on the Final Plat;
4. Retention of at least the 5-foot side yard setbacks on the Final Plat;
5. Retention of the 8-foot rear yard setbacks on the Final Plat;
6. Placement of a note on the Final Plat stating that site coverage is limited to a maximum of 35%;

7. Placement of a note on the Final Plat stating that no structure may be constructed or placed in any easement without the permission of the easement holder;
8. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat;
9. Compliance with all Engineering comments noted in this staff report;
10. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
11. Compliance with all Urban Forestry comments noted in this staff report; and,
12. Compliance with all Fire Department comments noted in this staff report.

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.2(b)(5) states the following concerning Planned Unit Development / Planning Approval 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:

- a. Is consistent with all applicable requirements of this Chapter;
- b. Is compatible with the character of the surrounding neighborhood;
- c. Will not impede the orderly development and improvement of surrounding property;
- d. 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:
 1. 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
 2. Includes adequate public facilities and utilities;
- e. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- f. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- g. Shall not be detrimental or endanger the public health, safety or general welfare.
- h. **Benefits Consideration.** In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Considerations:

If the Planning Commission considers a recommendation of approval for the Modified Planned Unit Development, the following Findings of Fact must apply:

- a. Is consistent with all applicable requirements of this Chapter;
- b. Is compatible with the character of the surrounding neighborhood;
- c. Will not impede the orderly development and improvement of surrounding property;
- d. 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:
 1. 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

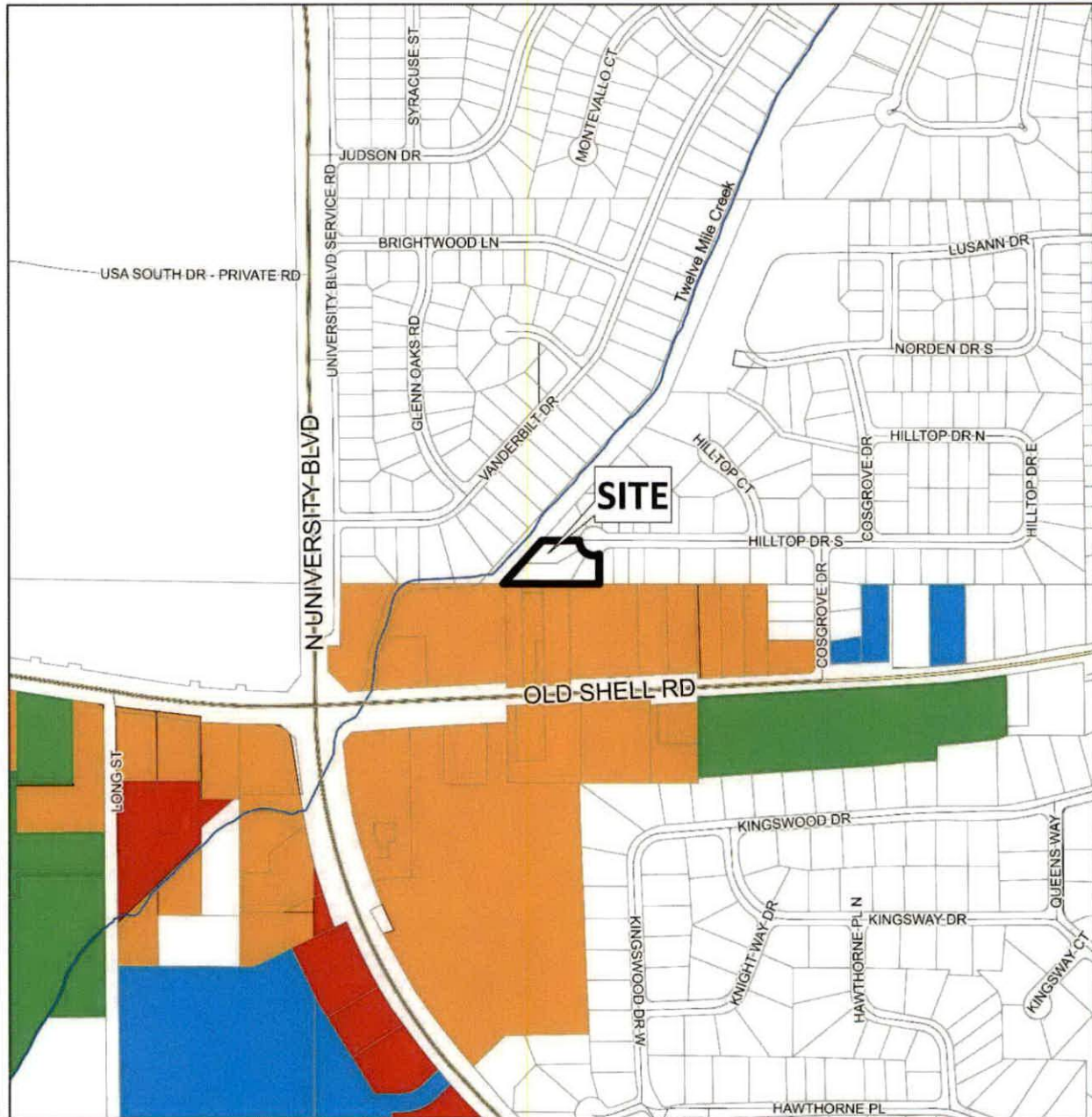
screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and

2. Includes adequate public facilities and utilities;
- e. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- f. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- g. Shall not be detrimental or endanger the public health, safety or general welfare.
- h. Benefits Consideration. In addition, consideration 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.

If approved, the following conditions could apply:

1. Retention of the current curve data table on the site plan;
2. Retention of the lot size labels in both square feet and acres on the site plan, or the furnishing of a table on the site plan providing the same information;
3. Retention of the 15-foot front yard setback on the site plan;
4. Retention of at least the 5-foot side yard setbacks on the site plan;
5. Retention of the 8-foot rear yard setbacks on the site plan;
6. Placement of a note on the site plan stating that site coverage is limited to a maximum of 35%;
7. Placement of a note on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder;
8. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat for the subdivision;
9. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat of the associated subdivision;
10. Compliance with all Engineering comments noted in this staff report;
11. Placement of a note on the site plan stating all Traffic Engineering comments noted in this staff report;
12. Compliance with all Urban Forestry comments noted in this staff report; and,
13. Compliance with all Fire Department comments noted in this staff report.

LOCATOR ZONING MAP



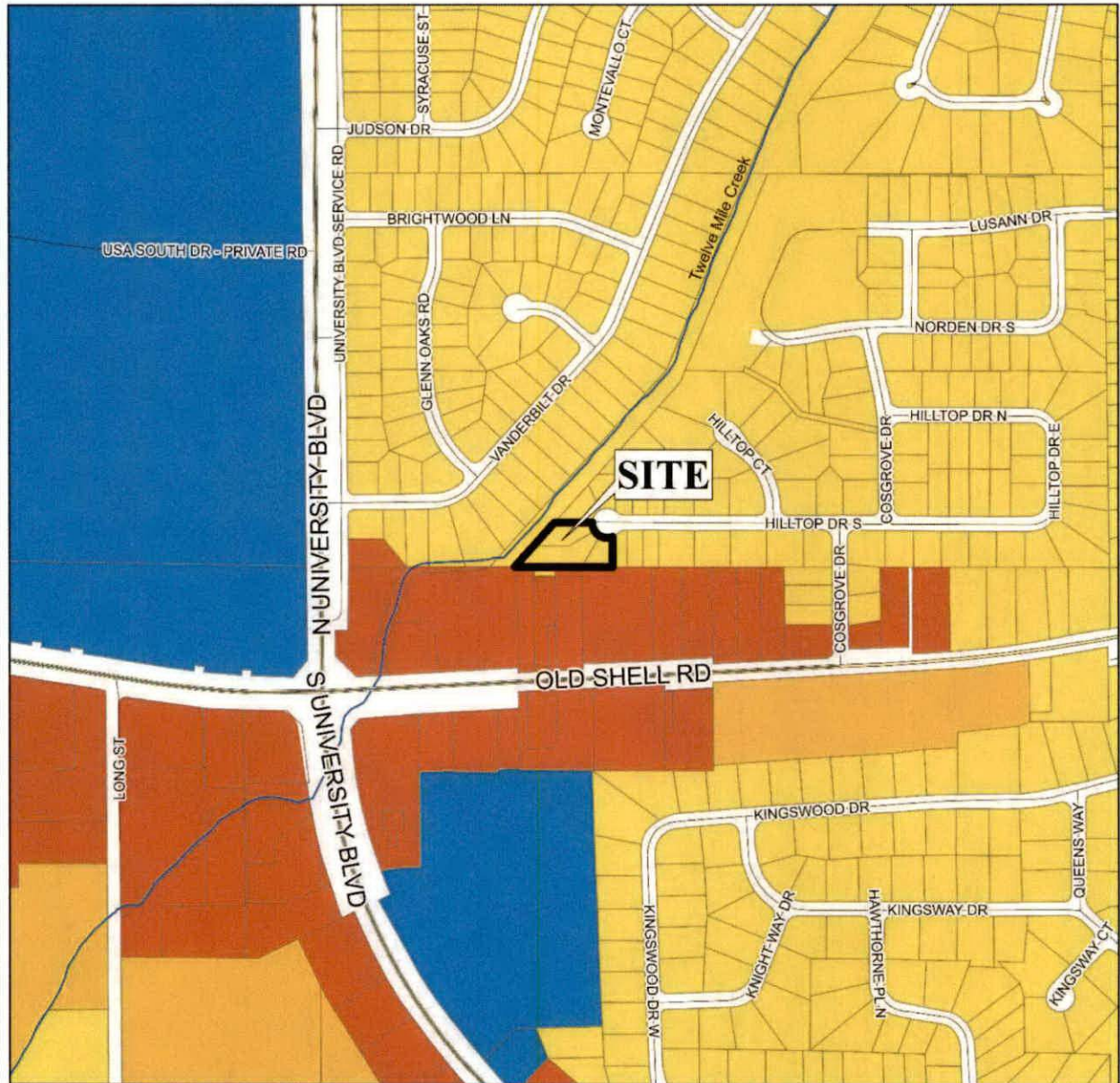
APPLICATION NUMBER 10 DATE April 17, 2025

APPLICANT Westhill Subdivision, Resubdivision of Lots 4, 5 & 6

REQUEST Subdivision, PUD Modification



FLUM LOCATOR MAP



APPLICATION NUMBER 10 DATE April 17, 2025

APPLICANT Westhill Subdivision, Resubdivision of Lots 4, 5 & 6

REQUEST Subdivision, PUD Modification

- | | | | |
|---------------------------|-----------------------------------|-------------------|-----------------|
| Low Density Residential | Neighborhood Center - Traditional | Light Industry | Water Dependent |
| Mixed Density Residential | Neighborhood Center - Suburban | Heavy Industry | |
| Downtown | Traditional Corridor | Institutional | |
| District Center | Mixed Commercial Corridor | Parks, Open Space | |



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 10 DATE April 17, 2025

APPLICANT Westhill Subdivision, Resubdivision of Lots 4, 5 & 6

REQUEST Subdivision, PUD Modification

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

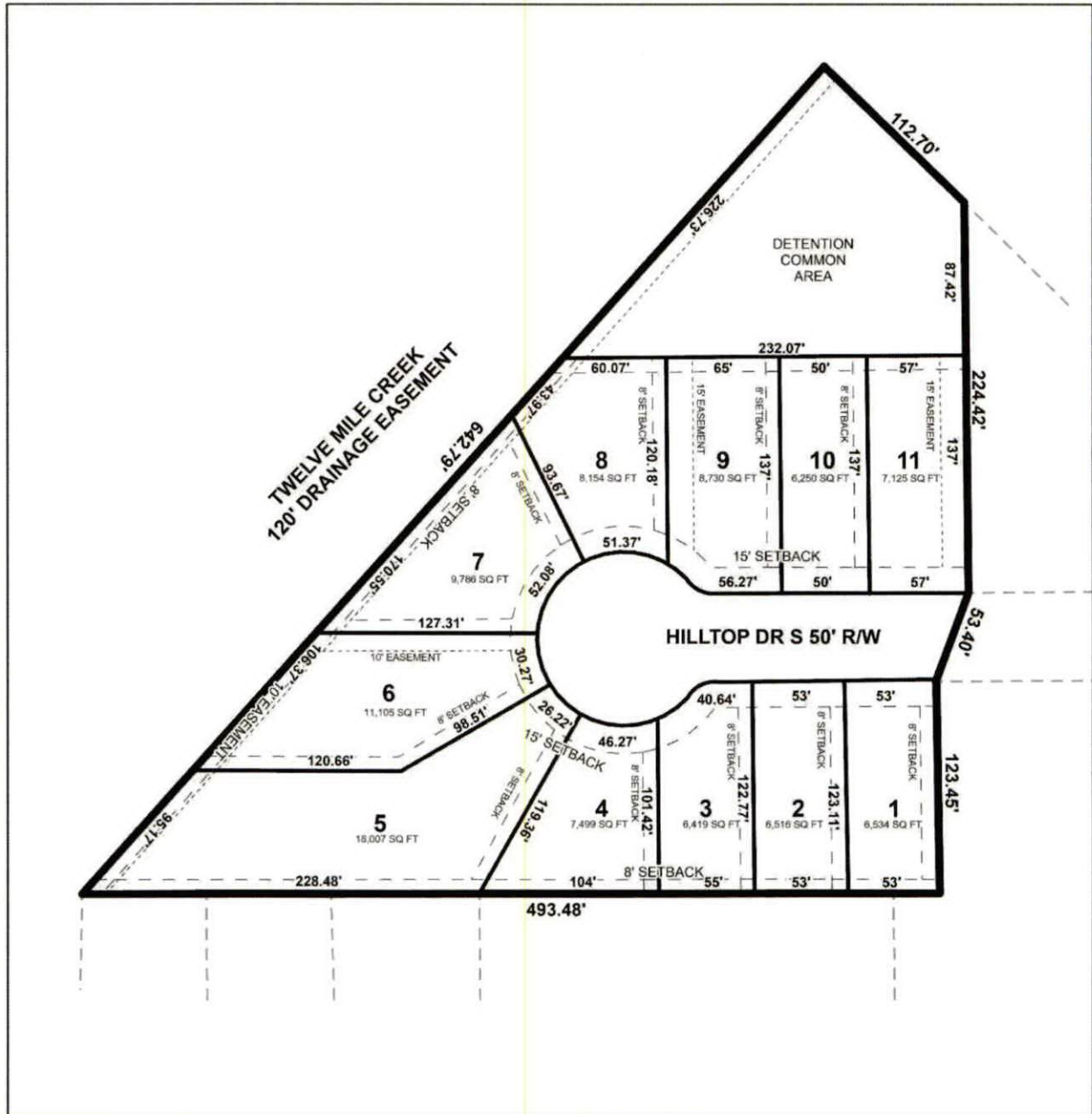
T-5.2

T-6

N

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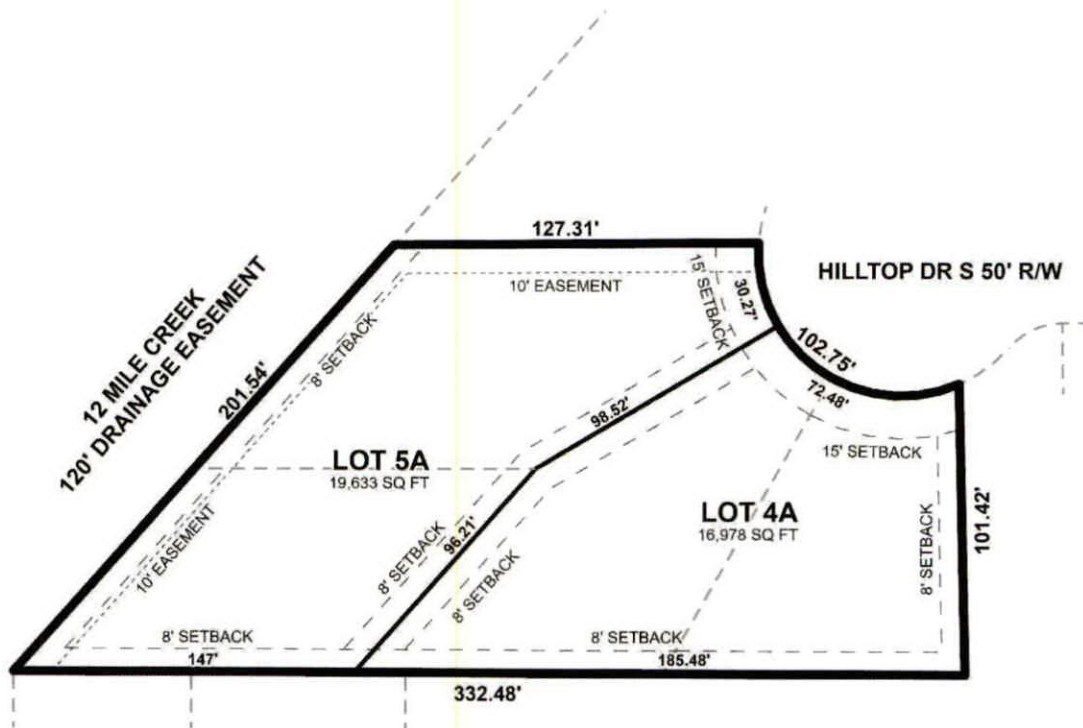
PREVIOUS PUD SITE PLAN



APPLICATION NUMBER 10 DATE April 17, 2025
 APPLICANT Westhill Subdivision, Resubdivision of Lots 4, 5 & 6
 REQUEST Subdivision, PUD Modification



SITE PLAN



The site plan illustrates the proposed subdivision, setbacks, and easements.

APPLICATION NUMBER 10 DATE April 17, 2025
 APPLICANT Westhill Subdivision, Resubdivision of Lots 4, 5 & 6
 REQUEST Subdivision, PUD Modification



ZONING DISTRICT CORRESPONDENCE MATRIX															
		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDWRU)
RESIDENTIAL - AG	R-A												□		
ONE-FAMILY RESIDENCE	R-1	■				■		■					□		
TWO-FAMILY RESIDENCE	R-2	■				■		■					□	○	
MULTIPLE-FAMILY	R-3	○	■			■	■						□	○	
RESIDENTIAL-BUSINESS	R-B		○			■		■					□	○	
TRANSITIONAL-BUSINESS	T-B		○		■	■	■	■					□		
HISTORIC BUSINESS	H-B			■		■		■					□		
VILLAGE CENTER	TCD					■	■						□		
NEIGH. CENTER	TCD					■	■						□		
NEIGH. GENERAL	TCD					■							□		
DOWNTOWN DEV. DDD	T-6			■		■							□		
DOWNTOWN DEV. DDD	T-5.1			■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2			■		■							□		
DOWNTOWN DEV. DDD	T-4			■		■		□					□		
DOWNTOWN DEV. DDD	T-3			■		■							□		
DOWNTOWN DEV. DDD	SD-WH									○	○		□		
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○		○	○		□		
BUFFER BUSINESS	B-1		□			□	■	■	■				□	○	
NEIGH. BUSINESS	B-2		○			□	■	■	■				□	○	
LIMITED BUSINESS	LB-2		○			□	■	■	■				□	○	
COMMUNITY BUSINESS	B-3				■				■			○	□	○	
GEN. BUSINESS	B-4			■					■			○	□	○	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		

Zoning District Correspondence Matrix

- Directly Related
- Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

Residential Land Use

LOW DENSITY RESIDENTIAL (LDR)

This designation applies to existing residential neighborhoods found mostly west of the Beltline or immediately adjacent to the east side of the Beltline.

The primary land use in the LDR districts is residential and the predominant housing type is the single-family housing unit, detached or semi-detached, typically placed within a street grid or a network of meandering suburban streets. The density in these districts ranges between 0 and 6 dwelling units per acre (du/ac).

These neighborhoods may also contain small-scale, low-rise multi-unit structures at appropriate locations, as well as complementary retail, parks and civic institutions such as schools, community centers, neighborhood playgrounds, and churches or other religious uses if those uses are designed and sited in a manner compatible with and connected to the surrounding context. The presence of individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.