AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, December 12, 2023, 10:30 AM

1. **CALL TO ORDER**
2. **INVOCATION**

   Public Safety Chaplain Dr. Bobby Morton

3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**

   November 28 and December 5, 2023

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

   Request of Jason Craig for a waiver of the Noise Ordinance at 1644 Virginia Street on December 30, 2023, from 10:00 a.m. - 8:00 p.m. (District 2).

   Request of Tuong Pham for a waiver of the Noise Ordinance at 1131 Dauphin Island Parkway on February 4, 2024, from 11:30 a.m. - 11:00 p.m. (District 3).

10. **PUBLIC HEARINGS**

    Public hearing to consider a proposed modification of a previously approved Planned Unit Development for property located at 161 Dogwood Lane (District 7).

    Public hearing to consider a proposed modification of a previously approved Planning Approval for property located at 161 Dogwood Lane (District 7).

    Public hearing to declare the structure at 1501 Wellington Street a public nuisance and order it demolished (District 1).

Public hearing to fix costs for demolition of the structure at 56 Brucewood Drive East; $3,700.00 (District 1).

Public hearing to fix costs for demolition of the structure at 1704 Butler Street; $5,800.00 (District 1).

Public hearing to fix costs for demolition of the structure at 1017 Donald Street; $4,200.00 (District 1).

Public hearing to fix costs for demolition of the structure at 1815 Pleasant Avenue; $3,000.00 (District 1).

Public hearing to fix costs for demolition of the structure at 2658 Reaves Street; $3,200.00 (District 1).

Public hearing to fix costs for demolition of the structure at 1408 Linwood Drive; $4,850.00 (District 3).

Public hearing to fix costs for demolition of the structure at 919 Nellie Street; $2,700.00 (District 3).

Public hearing to fix costs for demolition of the structure at 1417 Tampa Drive; $2,550.00 (District 3).

Public hearing to declare the structure at 2780 Government Boulevard a public nuisance and order it demolished/secured (District 5).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Reverend Tonny Algood - Comments about police body cameras and policing in Mobile.

Betty Martin - Comments regarding Jawan Dallas.

LaTanga Thompson - Comments regarding the Jawan Dallas video.

Alex Lofton - Comments about Mobile Police conduct in regards to Jawan Dallas.

Billy King - To request support concerning a workshop targeting the development of youth and parents.

Mitch Frye - To provide information about The Alabama School of Mathematics and Science plans to provide free online ACT tutoring for 100 Alabama juniors.

Michelle Simons - Has questions about policing and sentencing in Mobile.

Bobby Lankford - Comments about the ordinance handicapping police officers from performing their duties.

David Whitlock - Comments about homelessness in the Tillmans Corner area.

Sabrina Mass - Gun violence concerns and addressing how elected officials speak to citizens in general.

Sergeant John Goodwin - Comments about proposed amendment to Chapter 46, regarding "no-knock" and "pre-dawn" raids.

Sarah Badon - Comments about City ordinance involving police search warrants and body cameras.

Pastor Marvin Charles Lue, Jr. - Comments about the need for intensified efforts to keep Mobile safe, Ordinance 46, addressing gun violence.

Eugene Gilbert - Asking for future support for the 2024 Mobile original "Battle of the Bands" event.

12. ORDINANCES HELD OVER

46-055 Amend Chapter 46, "Police Department and Law Enforcement", of the Mobile City Code (sponsored by Councilmember Small and Mayor Stimpson) (submitted by Michael Linder, Council Attorney).

46-059 Ordinance amending Chapter 46, "Police Department and Law Enforcement", of the Mobile City Code (sponsored by Councilmember Penn) (submitted by Michael Linder, Council Attorney).

13. CIP RESOLUTIONS HELD OVER

09-1296 Authorize payment for cost overrun for 2022 ATRIP-II project; $432,530.66 (sponsored by Councilmembers Penn & Carroll, and Mayor Stimpson) (submitted by Jennifer White, Traffic Engineering Dept.).

14. RESOLUTIONS HELD OVER

08-1297 Approve purchase orders for fuel for various City departments (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1298 Approve purchase order to Citisco - A Boelter Company for heated banquet plate carts for the Convention Center; $73,392.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1299 Approve purchase order to Donohoo Chevrolet, LLC for 13 Chevrolet Tahoes for MFRD; $674,797.76 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

13-1300 Authorize change order #1 with Moffatt and Nichol, Inc.to complete CE&I and grant closeout of the Three Mile Creek Dredging Project; NTE $62,311.00 (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt.).

21-1301 Authorize 2nd and 3rd years of 3-year contract with Convergint Technologies for server and security camera maintenance at the Cruise Terminal; $31,488.00 per year for 2 years (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-1302 Authorize contract Found Design, LLC, d/b/a MERJE, for directional sign design and placement project (Wayfinding); $143,660.00 (sponsored by Mayor Stimpson) (submitted by Shayla Beaco, Build Mobile Dept.).

60-1303 Authorize Settlement Agreement and Release of Claims; Robinson (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-1304 Authorize Settlement Agreement and Release of Claims; University of South Alabama (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

15. ORDINANCES BEING INTRODUCED

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

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

16. CONSENT RESOLUTIONS BEING INTRODUCED

03-1314 Appoint Tasha Steele to the Mobile Museum of Art Board (sponsored by Councilmember Penn) (submitted by Lisa C. Lambert, City Clerk).

37-1315 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) License to Murphy USA; 3945 Government Blvd. (sponsored by Councilmember Reynolds).

37-1316 Recommend approval to the ABC Board for issuance of a Lounge Retail Liquor Class II (Package Store) License to Cheap S Liquor; 364 Azalea Road (sponsored by Councilmember Daves).

40-1317 Declare the structure at 1501 Wellington Street a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-1318 Declare the structure at 2780 Government Boulevard a public nuisance and order it demolished/secured (sponsored by Councilmember Daves).

40-1319 Fix costs for demolition of the structure at 56 Brucewood Drive East (sponsored by Councilmember Penn).

40-1320 Fix costs for demolition of the structure at 1704 Butler Street

(sponsored by Councilmember Penn).

40-1321 Fix costs for demolition of the structure at 1017 Donald Street (sponsored by Councilmember Penn).

40-1322 Fix costs for demolition of the structure at 1815 Pleasant Avenue (sponsored by Councilmember Penn).

40-1323 Fix costs for demolition of the structure at 2658 Reaves Street (sponsored by Councilmember Penn).

40-1324 Fix costs for demolition of the structure at 1408 Linwood Drive (sponsored by Councilmember Small).

40-1325 Fix costs for demolition of the structure at 919 Nellie Street (sponsored by Councilmember Small).

40-1326 Fix costs for demolition of the structure at 1417 Tampa Drive (sponsored by Councilmember Small).

58-1327 Assess costs for removal of weeds, Repeat Weed Lien Group 66.

60-1328 Approve award of special bonus to the Public Works at Large Employee of the Month; Alexander (sponsored by Mayor Stimpson) (submitted by James DeLapp, Public Works Dept.).

60-1329 Approve award of special bonus to the Parks & Recreation Employee of the Month; Bell (sponsored by Mayor Stimpson) (submitted by Kim Carmody, Parks & Rec. Dept.).

60-1330 Determine an appropriation to Bay Area Women Coalition, Inc. serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-1331 Determine an appropriation to John L. LeFlore Magnet High School serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-1332 Determine an appropriation to Senior Citizens Services, Inc., d/b/a Via Health, Fitness and Enrichment Center, serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-1333 Determine an appropriation to Mobile Arts Council, Inc. serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-1334 Determine an appropriation to Quilts of Valor Foundation serves a public purpose and approve payment (sponsored by Councilmember Woods) (submitted by Donna Bryars, Accounting Dept.).

60-1335 Determine an appropriation to Mobile Law Enforcement Foundation, Inc. serves a public purpose and approve payment (sponsored by Mayor Stimpson) (submitted by Donna Bryars, Accounting Dept.).

17. RESOLUTIONS BEING INTRODUCED

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

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

08-1338 Approve purchase order to Emergency Equipment Professional, Inc. to remount ambulance bodies; $527,976.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

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

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

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

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

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

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

21-1345 Authorize contract with Pot-O-Gold Rentals, LLC for portable toilets

for Mardi Gras 2024; $69,026.00 (sponsored by Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

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

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

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

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

18. CALL FOR PUBLIC HEARINGS

41-1350 Call for public hearing to rezone property located at 2201, 2223, and 2260 Halls Mill Road from R-1 and B-3 to B-5 (scheduled for January 9, 2024) (District 3).

41-1351 Call for public hearing to rezone property located at 6137 Todd Acres Drive from B-5 and I-2 to R-1 (scheduled for January 9, 2024) (District 4).

19. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/7/2023 - 10:31 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/6/2023 - 1:50 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	12/7/2023 - 9:42 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Small

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	12/7/2023 - 9:44 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/6/2023 - 3:17 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/6/2023 - 3:21 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/6/2023 - 3:02 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/6/2023 - 1:55 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/6/2023 - 1:59 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/6/2023 - 2:04 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/6/2023 - 2:08 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/6/2023 - 1:49 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/6/2023 - 2:14 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/6/2023 - 2:19 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/6/2023 - 2:51 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/6/2023 - 3:07 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	12/7/2023 - 9:57 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	12/7/2023 - 9:59 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Leverette, Tiereney	Approved	12/7/2023 - 10:00 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Leverette, Tiereney	Approved	12/7/2023 - 1:19 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	12/7/2023 - 10:03 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Leverette, Tiereney	Approved	12/7/2023 - 10:07 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Leverette, Tiereney	Approved	12/7/2023 - 10:08 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Leverette, Tiereney	Approved	12/7/2023 - 10:14 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Leverette, Tiereney	Approved	12/7/2023 - 10:17 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Leverette, Tiereney	Approved	12/7/2023 - 11:15 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Leverette, Tiereney	Approved	12/7/2023 - 11:20 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	12/7/2023 - 1:39 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	12/7/2023 - 1:55 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Leverette, Tiereney	Approved	12/7/2023 - 1:58 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Submitted by:

Michael Linder, Council Attorney

Sponsored by:

Councilmember Small

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
ordinance	Cover Memo	11/14/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/9/2023 - 1:07 PM

46-055 2023

AN ORDINANCE AMENDING CHAPTER 46, "POLICE DEPARTMENT AND LAW ENFORCEMENT", OF THE MOBILE CITY CODE

SPONSORED BY: COUNCIL PRESIDENT C. J. SMALL AND MAYOR WILLIAM S. STIMPSON

WHEREAS, the Alabama Legislature recently passed Acts 2023, No. 23-507, codified at ALA. CODE. §§ 36-21-210 – 214, setting forth a process governing the disclosure of Law Enforcement Agency Recordings; and

WHEREAS, the Mobile Police Department is the law enforcement agency established by and serving the City of Mobile; and

WHEREAS, the policy of the City of Mobile and the Mobile City Council is to be as transparent to the public as possible;

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

SECTION ONE: Chapter 46 of the Mobile City Code is hereby amended to add Section 46-10 titled "Law Enforcement Recordings" as follows:

(a) For purposes of law enforcement agency recordings within the meaning of sections 36-21-210 through 214 of the Alabama Code of 1975, it shall be the policy of the City of Mobile that any such recordings made by or in the custody of the Mobile Police Department shall be disclosed in response to any properly made request unless contrary to other applicable law.

(b) A written statement identifying the legal reason(s) for non-disclosure shall be given to the applicant where such a request is denied. Such legal reasons include: (i) applicability of the grand jury secrecy act; (ii) pendency of an active criminal investigation involving the recordings; or (iii) any other proper legal basis under the laws of Alabama and/or the United States for denying the request.

SECTION TWO: Miscellaneous.

(a) The provisions of this ordinance are severable. If any part of this ordinance is declared invalid, unconstitutional, or otherwise unenforceable by a court

of competent jurisdiction, that declaration shall not affect the part or parts that remain.

(b) This ordinance shall be effective within the City of Mobile immediately upon its adoption and publication as required by law.

APPROVED:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Submitted by:
Michael Linder, Council Attorney

Sponsored by:
Councilmember Penn

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
ordinance	Cover Memo	11/30/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/30/2023 - 1:58 PM

AN ORDINANCE AMENDING CHAPTER 46, "POLICE DEPARTMENT AND LAW ENFORCEMENT" OF THE MOBILE CITY CODE

SPONSORED BY: COUNCILMEMBER CORY PENN

WHEREAS "no-knock" and "pre-dawn" raids by law enforcement authorities are increasingly viewed as dangerous and require strict scrutiny; and

WHEREAS it is desirable that law enforcement no-knock raids and raids in pre-dawn hours only be conducted in circumstances warranting such an action for the safety of law enforcement officers and the citizens of Mobile; and

WHEREAS there is a need for the circumstances under which such raids are approved and occur to be clear;

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

SECTION ONE: Chapter 46 of the Mobile City Code is hereby amended to add Section 46-11 titled "No-Knock Search Warrants and Pre-Dawn Raids" as follows:

(a) Definitions.

(1) No-Knock Search Warrant: Any search warrant issued by a judge or magistrate and executed upon a premises that does not require those executing the warrant to knock and announce themselves and their purpose at the premises.

(2) Pre-Dawn Raid: Any pre-planned police action not in response to an emergency call, whether pursuant to a lawfully issued warrant or otherwise, carried out between midnight and dawn.

(b) Use of no-knock warrants banned; exceptions.

(1) No-Knock Warrants Banned. No law enforcement personnel employed by the City of Mobile shall seek, execute, or participate in the execution of a no-knock warrant at any location within the boundaries of the City of Mobile.

(2) Exceptions. No-knock warrants may be sought in limited circumstances where the Chief of Police and the Director of Public

Safety approve of same in writing and certify there is probable cause to believe (A) that entry to the premises at issue without a no-knock warrant poses a serious risk of injury to law enforcement personnel or citizens; and (B) there is felony activity going on at the premises.

(c) Pre-dawn raids banned; exceptions.

(1) Pre-Dawn Raids. No law enforcement personnel employed by the City of Mobile shall authorize or perform a pre-dawn raid as defined in this section.

(2) Exceptions. A pre-dawn raid may be authorized if the Chief of Police and the Director of Public Safety approve of same in writing and certify there is probable cause to believe (A) that pre-dawn entry to the premises at issue is necessary to prevent a serious risk of injury to law enforcement personnel or citizens; and (B) there is felony activity going on at the premises.

SECTION TWO: Miscellaneous.

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

(b) This ordinance shall be effective within the City of Mobile immediately upon its adoption and publication as required by law.

APPROVED:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Submitted by:

Jennifer P. White, Traffic Engineering

Sponsored by:

Mayor William S. Stimpson, Councilmember Cory Penn, Councilmember William Carroll

Purpose and Scope of Project:

Resolution to approve project overages with existing ALDOT agreement.

Amount of Contract:

$432,530.66

Funding Source

Project # ATRP2-49-2022-346 Traffic Signal Upgrades for Hwy 98, Hwy 43, & Hwy 45 — **Discretionary Funds**

Project String 2000 20002000 48010 — **Contract Number:**4795

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

Grant Funds — **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	11/29/2023
Agreement	Backup Material	11/29/2023
Concurrence Letter	Backup Material	11/29/2023

REVIEWERS:

Department	Reviewer	Action	Date
Traffic Engineering	White, Jennifer	Approved	11/29/2023 - 3:08 PM
Capital	Rhodes, Brenda	Approved	11/30/2023 - 11:58 AM
Capital	Rhodes, Brenda	Approved	11/30/2023 - 12:08 PM
			11/30/2023 -

Legal	Kern, Chris	Approved	1:39 PM
Mayors Office	Montgomery, Brandi	Approved	11/30/2023 - 2:17 PM
Legal	Kern, Chris	Approved	11/30/2023 - 2:26 PM

R E S O L U T I O N

Sponsored by: Mayor Stimpson

WHEREAS, the Alabama Department of Transportation has awarded a 2022 ATRIP-II project to the City of Mobile in the amount of $1,762,850.67;

WHEREAS, the City of Mobile entered into an agreement with ALDOT to be responsible for the project cost overruns above the awarded ATRIP-II amount on this project; and

WHEREAS, the project was bid by ALDOT, and a responsible bidder was determined; and

WHEREAS, the project overruns have been determined to be $432,530.66

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA as follows:

That the City of Mobile hereby agrees to be responsible for a project cost overrun above the ATRIP-II award amount on the 2022 ATRIP-II project; and

That the City Council hereby authorizes the payment of aforementioned cost overrun in the amount of $432,530.66.

Adopted this _____day of _____, 20____ , by the City Council of Mobile, Alabama.

ATTESTED:

_____

Mayor

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this_____day of _____, 20_____ .

_____

City Clerk

ALABAMA DEPARTMENT OF TRANSPORTATION

Local Transportation Bureau
1409 Coliseum Boulevard
Administrative Building, Room 110
Montgomery, Alabama 36110
Telephone: 334-353-6234 / Fax: 334-353-6550
www.dot.state.al.us

Kay Ivey
Governor

John R. Cooper
Transportation Director

November 13, 2023

C0652

The Honorable William S. Stimpson
Mayor, City of Mobile
Post Office Box 1827
Mobile, Alabama 36633

RE: Project No. ATRP2-49-2022-346
Traffic Signal Upgrades
City of Mobile

Dear Mayor Stimpson:

Please see the following information regarding the Letting of the City of Mobile ATRP2-49-2022-346 project, conducted by the Office of Engineers Bureau of the Alabama Department of Transportation (ALDOT) on **Friday, November 3, 2023**. Enclosed are the project invoice, an example of a concurrence letter, the Vendor Ranking report, and the Tabulations of Bids report.

Upon review, the unit prices of the low bidder appear to be in line with bid prices for comparable work and the total bid for all the items of work seem reasonable. This letter is to advise the City of Mobile that the Alabama Department of Transportation will award the contract to the Williams Power & Signal, LLC, of Carrollton, Georgia. If the city agrees with this contractor, a concurrence of award letter is required. Please submit the letter with the payment.

Standard Specifications for ALDOT require that projects are awarded within thirty (30) calendar days after the opening of the proposals. As the City of Mobile is obligated to remit its local match and/or concurrence letter before the award is finalized, please forward the funds and/or concurrence letter by **Wednesday, November 29, 2023**.

Sincerely,

Bradley B. Lindsey, P.E.
State Local Transportation Engineer

BBL:jg
Attachment(s)
c: Matthew Ericksen, P.E., Southwest Region Engineer
Thomas W. Goodman, P.E., Mobile Area Local Transportation Engineer
Marybeth Bergin, P.E., Project Manager
Joe Lister, P.E. (Ms. Lori Coleman)
Jeff Hornsby (Ms. Tamiko Jordan)
File

INVOICE
ALABAMA DEPARTMENT OF TRANSPORTATION

Date: November 3, 2023

Bill To: The Honorable William S. Stimpson
City of Mobile

Payable to: **Alabama Department of Transportation**

Address Remittance to:

Bradley B. Lindsey, P.E.
State Local Transportation Engineer
Alabama Department of Transportation
Administrative Building
1409 Coliseum Blvd., Room 110
Montgomery, AL 36110-2060

City of Mobile **FEIN 63-6001318** **Construction Cost plus E & I** **for: Traffic Signal Upgrades** **ATRP2-49-2022-346** **Rebuild Alabama Funds** **Sponsor Funds Due**	 **$2,209,675.41** **$1,777,144.75** **$ 432,530.66**

See Agreement Dated: May 2, 2023

Authorized: July 11, 2023

STATE OF ALABAMA, MONTGOMERY COUNTY: Personally appeared the undersigned and made oath in due form of law that the within account is correct, due and unpaid.

Sworn and subscribed to before me:

Claimant's Signature

November 13, **2023**

Notary Public

SAMPLE CONCURRENCE LETTER

Date

Bradley B. Lindsey, P. E.
State Local Transportation Engineer
Alabama Department of Transportation
Administrative Building, Room 110
1409 Coliseum Boulevard
Montgomery, Alabama 36110-2060

RE: Project No.: _____
County: _____

Dear Sir:

This letter is to notify your office that the _____ County Commission concurs in the award of the contract to _____, _____ (Contractor's name and address) for the construction of the subject project.

Also attached is the county's check in the amount of $_____ for its participation in this project.

Sincerely,

_____
Chairman of _____County Commission

Alabama Department of Transportation

Vendor Ranking

Call Order: 034 **Contract ID:** 20231103034 **County:** MOBILE

Letting Date: November 03, 2023 **Area / District:** 0901 **Contract Time:** 180 Working Days

Contract Description: **Project(s):** ATRP2-49-2022-346

INTERSECTION IMPROVEMENTS (TRAFFIC SIGNAL UPGRADES) ON SR-16 (US-90), SR-42 (US-98), AND ON SR-17 (US-45) AT VARIOUS LOCATIONS IN MOBILE AS INDICATED IN THE PLANS

Rank	Vendor	Name	Amount
1	23598	WILLIAMS POWER & SIGNAL, LLC	$2,104,452.77
2	02057	BAGBY & RUSSELL ELECTRIC COMPANY, INC.	$2,153,548.33

Call Order: 034 **Contract ID:** 20231103034 **County:** MOBILE

Letting Date: November 03, 2023 **Area/District:** 0901 **Contract Time:** 180 Working Days

Contract Description: **Project(s):** ATRP2-49-2022-346

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Line No / Item ID Item Description Alt Set / Alt Member	Quantity and Units	(1) WILLIAMS POWER & SIGNAL, LLC Unit Price	 Ext Amount	(2) BAGBY & RUSSELL ELECTRIC COMPANY, INC. Unit Price	 Ext Amount	 Unit Price	 Ext Amount
SECTION: 0001 Total							
0010 600A000	(1.000)	49,081.87	49,081.87	10,000.00	10,000.00		
Mobilization	LS						
0020 698A000	(1.000)	60,419.24	60,419.24	0.00	0.00		
Construction Fuel (Maximum Bid Limited to $ 89,700.00)	LS						
0030 730A012	(1.000)	18,185.95	18,185.95	5,720.00	5,720.00		
Removal Of Existing Traffic Control Unit (Partial) (Cabinet)	LS						
0040 730A013	(1.000)	4,494.82	4,494.82	2,610.00	2,610.00		
Removal Of Existing Traffic Control Unit (Partial) (Cabinet Upgrades)	LS						
0050 730A014	(1.000)	6,368.14	6,368.14	13,840.00	13,840.00		
Removal Of Existing Traffic Control Unit (Partial) (Cabinet and Rewire)	LS						
0060 730A015	(1.000)	9,674.68	9,674.68	27,680.00	27,680.00		
Removal Of Existing Traffic Control Unit (Partial) (Cabinet and Detection)	LS						
0070 730A017	(1.000)	3,099.88	3,099.88	19,470.00	19,470.00		
Removal Of Existing Traffic Control Unit (Partial) (Cabinet Upgrades and Detection)	LS						

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Line No / Item ID / Item Description / Alt Set / Alt Member	Quantity and Units	(1) WILLIAMS POWER & SIGNAL, LLC		(2) BAGBY & RUSSELL ELECTRIC COMPANY, INC.			
		Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
0080 730A018	(1.000)	1,033.29	1,033.29	7,120.00	7,120.00		
Removal Of Existing Traffic Control Unit (Partial) (SR-16 (US-90/Government Street) at Ann Street)	LS						
0090 730A019	(1.000)	1,033.29	1,033.29	720.00	720.00		
Removal Of Existing Traffic Control Unit (Partial) (SR-16 (US-90/Government Street) at Monterey Street)	LS						
0100 730A020	(1.000)	2,035.97	2,035.97	11,820.00	11,820.00		
Removal Of Existing Traffic Control Unit (Partial) (SR-16 (US-90/Government Street) at Old Government Street/Houston Street)	LS						
0110 730A021	(1.000)	2,035.97	2,035.97	7,120.00	7,120.00		
Removal Of Existing Traffic Control Unit (Partial) (SR-16 (US-90/Government Street) at Pinehill Drive)	LS						
0120 730A022	(1.000)	2,035.97	2,035.97	6,920.00	6,920.00		
Removal Of Existing Traffic Control Unit (Partial) (SR-16 (US-90/Government Street) at Brookley Avenue/Howell Avenue)	LS						
0130 730A023	(1.000)	413.32	413.32	6,490.00	6,490.00		
Removal Of Existing Traffic Control Unit (Partial) (SR-16 (US-90/Government Street) at Pleasant Valley Road)	LS						

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Letting Date: November 03, 2023 **Area/District:** 0901 **Contract Time:** 180 Working Days

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INTERSECTION IMPROVEMENTS (TRAFFIC SIGNAL UPGRADES) ON SR-16 (US-90), SR-42 (US-98), AND ON SR-17 (US-45) AT VARIOUS LOCATIONS IN MOBILE AS INDICATED IN THE PLANS

Line No / Item ID Item Description Alt Set / Alt Member	Quantity and Units	(1) WILLIAMS POWER & SIGNAL, LLC Unit Price	 Ext Amount	(2) BAGBY & RUSSELL ELECTRIC COMPANY, INC. Unit Price	 Ext Amount	 Unit Price	 Ext Amount
0140 730A024	(1.000)	2,035.97	2,035.97	8,250.00	8,250.00		
Removal Of Existing Traffic Control Unit (Partial) (SR-16 (US-90/Government Street) at South Beltline Highway/McVay Drive North)	LS						
0150 730A025	(1.000)	2,035.97	2,035.97	8,200.00	8,200.00		
Removal Of Existing Traffic Control Unit (Partial) (SR-16 (US-90/Government Street) at Satchel Paige Drive)	LS						
0160 730A026	(1.000)	2,035.97	2,035.97	13,928.00	13,928.00		
Removal Of Existing Traffic Control Unit (Partial) (SR-16 (US-90/Government Street) at Azalea Road)	LS						
0170 730A027	(1.000)	2,036.00	2,036.00	8,200.00	8,200.00		
Removal Of Existing Traffic Control Unit (Partial) (SR-17 (US-45/St Stephens Road) at Dr. MLK Jr Ave/Craft Highway/Toulmin Avenue)	LS						
0180 730A028	(1.000)	2,035.97	2,035.97	15,720.00	15,720.00		
Removal Of Existing Traffic Control Unit (Partial) (SR-42 (US-98/Spring Hill Avenue) at Mobile Infirmary Drive)	LS						
0190 730C000	(1.000)	21,911.55	21,911.55	25,643.77	25,643.77		
Furnishing And Installing Traffic Control Unit (Cabinet)	LS						

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0200 730C001	(1.000)	57,766.81	57,766.81	50,821.00	50,821.00		
Furnishing And Installing Traffic Control Unit (Cabinet Upgrades)	LS						
0210 730C002	(1.000)	10,477.74	10,477.74	41,888.57	41,888.57		
Furnishing And Installing Traffic Control Unit (Cabinet and Rewire)	LS						
0220 730C004	(1.000)	7,347.86	7,347.86	15,756.05	15,756.05		
Furnishing And Installing Traffic Control Unit (Cabinet and Detection)	LS						
0230 730C005	(1.000)	5,510.90	5,510.90	10,080.66	10,080.66		
Furnishing And Installing Traffic Control Unit (Cabinet Upgrades and Detection)	LS						
0240 730C006	(1.000)	9,304.75	9,304.75	21,950.77	21,950.77		
Furnishing And Installing Traffic Control Unit (SR-16 (US-90/Government Street) at South Ann Street)	LS						
0250 730C007	(1.000)	3,719.95	3,719.95	10,036.27	10,036.27		
Furnishing And Installing Traffic Control Unit (SR-16 (US-90/Government Street) at Monterey Street)	LS						
0260 730C008	(1.000)	12,099.68	12,099.68	34,822.89	34,822.89		
Furnishing And Installing Traffic Control Unit (SR-16 (US-90/Government Street) at Old Government Street/Houston Street)	LS						

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0270 730C009	(1.000)	6,605.71	6,605.71	23,387.09	23,387.09		
Furnishing And Installing Traffic Control Unit (SR-16 (US-90/Government Street) at Pinehill Drive)	LS						
0280 730C010	(1.000)	1,836.96	1,836.96	3,939.01	3,939.01		
Furnishing And Installing Traffic Control Unit (SR-16 (US-90/Government Boulevard) at Brookley Avenue/Howell Avenue)	LS						
0290 730C011	(1.000)	155.00	155.00	3,360.22	3,360.22		
Furnishing And Installing Traffic Control Unit (SR-16 (US-90/Government Boulevard) at Pleasant Valley Road)	LS						
0300 730C012	(1.000)	15,513.48	15,513.48	38,811.18	38,811.18		
Furnishing And Installing Traffic Control Unit (SR-16 (US-90/Government Boulevard) at South Beltline Highway/McVay Drive North)	LS						
0310 730C013	(1.000)	17,133.85	17,133.85	32,484.24	32,484.24		
Furnishing And Installing Traffic Control Unit (SR-16 (US-90/Government Boulevard) at Satchel Paige Drive)	LS						

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0320 730C014	(1.000)	12,320.93	12,320.93	29,676.16	29,676.16		
Furnishing And Installing Traffic Control Unit (SR-16 (US-90/Government Boulevard) at Azalea Road)	LS						
0330 730C015	(1.000)	7,529.95	7,529.95	20,623.72	20,623.72		
Furnishing And Installing Traffic Control Unit (SR-17 (US-45/St Stephens Road) at Dr. MLK Jr Ave/Craft Highway/Toulmin Avenue)	LS						
0340 730C053	(1.000)	9,636.78	9,636.78	29,868.85	29,868.85		
Furnishing And Installing Traffic Control Unit (SR-42 (US-98/Spring Hill Avenue) at Mobile Infirmary Drive)	LS						
0350 730G005	1.000	2,874.21	2,874.21	7,597.33	7,597.33		
Wood Traffic Signal Strain Pole	Each						
0360 730I001	8,350.000	2.94	24,549.00	4.10	34,235.00		
Loop Detector Lead-In-Cable	LF						
0370 730K001	3.000	2,150.24	6,450.72	1,142.90	3,428.70		
Traffic Signal Junction Box Type S1	Each						
0380 730L003	270.000	8.68	2,343.60	13.28	3,585.60		
1", Non-Metallic, Conduit	LF						
0390 730L005	150.000	9.81	1,471.50	21.10	3,165.00		
2", Non-Metallic, Conduit	LF						

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0400 730P022	5.000	1,396.71	6,983.55	1,428.62	7,143.10		
Vehicular Signal Head, 12 Inch, 3 Section, Type LED	Each						
0410 730P100	10.000	1,148.49	11,484.90	1,033.07	10,330.70		
Pedestrian Signal Head, Type LED	Each						
0420 730Q001	10.000	1,296.51	12,965.10	1,314.43	13,144.30		
Miscellaneous Equipment, Pedestrian Push Button	Each						
0430 730Q005	2.000	3,191.60	6,383.20	5,249.06	10,498.12		
Miscellaneous Equipment, Pedestal Pole and Foundation	Each						
0440 730Q030	33.000	2,395.25	79,043.25	2,657.42	87,694.86		
Miscellaneous Equipment, Malfunction Management Unit	Each						
0450 730Q031	33.000	2,106.16	69,503.28	1,242.08	40,988.64		
Miscellaneous Equipment, TS2 Detection Rack	Each						
0460 730Q032	33.000	1,794.94	59,233.02	389.97	12,869.01		
Miscellaneous Equipment, SDLC Bus	Each						
0470 730R041	1.000	32,189.76	32,189.76	32,672.90	32,672.90		
Controller Assembly, Type NEMA, 16 Channels	Each						
0480 730R162	26.000	27,230.25	707,986.50	25,207.94	655,406.44		
Controller Cabinet, Type NEMA, 16 Channels	Each						

Call Order: 034 **Contract ID:** 20231103034 **County:** MOBILE

Letting Date: November 03, 2023 **Area/District:** 0901 **Contract Time:** 180 Working Days

Contract Description: **Project(s):** ATRP2-49-2022-346

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0490 730T010	3.000	3,719.73	11,159.19	3,741.64	11,224.92		
Electrical Power Service Assembly With Wood Pole	Each						
0500 730T011	1.000	3,023.60	3,023.60	1,913.37	1,913.37		
Electrical Power Service Assembly Without Wood Pole	Each						
0510 730U400	(1.000)	54,303.22	54,303.22	49,985.04	49,985.04		
Radar Detection System (SR-16 (US-90/Government Street) at Old Government Street/Houston Street)	LS						
0520 730U401	(1.000)	54,355.61	54,355.61	49,985.04	49,985.04		
Radar Detection System (SR-16 (US-90/Government Boulevard) at Brookley Avenue/Howell Avenue)	LS						
0530 730U402	(1.000)	54,723.90	54,723.90	49,985.04	49,985.04		
Radar Detection System (SR-16 (US-90/Government Boulevard) at Pleasant Valley Road)	LS						
0540 730U403	(1.000)	54,829.20	54,829.20	49,985.04	49,985.04		
Radar Detection System (SR-16 (US-90/Government Boulevard) at Lakeside Drive)	LS						
0550 730U404	(1.000)	56,459.55	56,459.55	49,985.04	49,985.04		
Radar Detection System (SR-16 (US-90/Government Boulevard) at Butler Drive)	LS						

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Letting Date: November 03, 2023 **Area/District:** 0901 **Contract Time:** 180 Working Days

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Line No / Item ID / Item Description / Alt Set / Alt Member	Quantity and Units	(1) WILLIAMS POWER & SIGNAL, LLC		(2) BAGBY & RUSSELL ELECTRIC COMPANY, INC.			
		Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
0560 730U405	(1.000)	54,145.53	54,145.53	49,985.04	49,985.04		
Radar Detection System (SR-42 (US-98/Spring Hill Ave) at SR-17(US-45/St Stephens Road/North Ann St)	LS						
0570 730U406	(1.000)	59,050.64	59,050.64	59,631.60	59,631.60		
Radar Detection System (SR-42 (US-98/Spring Hill Avenue) at Mobile Infirmary Boulevard)	LS						
0580 730U407	(1.000)	58,945.85	58,945.85	59,631.60	59,631.60		
Radar Detection System (SR-42 (US-98/Spring Hill Avenue) at Mobile Street)	LS						
0590 730U408	(1.000)	57,015.54	57,015.54	59,631.60	59,631.60		
Radar Detection System (SR-42 (US-98/Moffett Road) at Western Drive)	LS						
0600 730U409	(1.000)	58,959.84	58,959.84	59,631.60	59,631.60		
Radar Detection System (SR-42 (US-98/Moffett Road) at University Boulevard Loop)	LS						
0610 730U410	(1.000)	79,213.84	79,213.84	59,631.60	59,631.60		
Radar Detection System (SR-17 (US-45/St Stephens Road) at North Catherine Road/Congress Street)	LS						
0620 740B000	802.000	11.30	9,062.60	20.10	16,120.20		
Construction Signs	SQFT						

Call Order: 034 **Contract ID:** 20231103034 **County:** MOBILE

Letting Date: November 03, 2023 **Area/District:** 0901 **Contract Time:** 180 Working Days

Contract Description: **Project(s):** ATRP2-49-2022-346

INTERSECTION IMPROVEMENTS (TRAFFIC SIGNAL UPGRADES) ON SR-16 (US-90), SR-42 (US-98), AND ON SR-17 (US-45) AT VARIOUS LOCATIONS IN MOBILE AS INDICATED IN THE PLANS

Line No / Item ID / Item Description / Alt Set / Alt Member	Quantity and Units	(1) WILLIAMS POWER & SIGNAL, LLC		(2) BAGBY & RUSSELL ELECTRIC COMPANY, INC.			
		Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
0630 740D000	100.000	117.18	11,718.00	120.34	12,034.00		
Channelizing Drums	Each						
0640 741C010	1.000	12,045.90	12,045.90	5,305.55	5,305.55		
Portable Sequential Arrow And Chevron Sign Unit	Each						
0650 745A000	120.000	114.81	13,777.20	72.35	8,682.00		
Uniformed Police Officer	HOUR						
0660 756A022	130.000	71.06	9,237.80	80.63	10,481.90		
4" Electrical Conduit, 1 Line, Type 5 Installation	LF						
Section Totals:			$2,104,452.77		$2,153,548.33		
Contract Totals			**$2,104,452.77**		**$2,153,548.33**		

( ) indicates item is bid as Lump Sum

November 29, 2023

Bradley B. Lindsey, P.E.
State Local Transportation Engineer
Alabama Department of Transportation
Administrative Building, Room 110
1409 Coliseum Boulevard
Montgomery, Alabama 36110-2060

RE: Project No. ATRP2-49-2022-346
County: Mobile

Dear Sir:

This letter is to notify your office that the City of Mobile City Council concurs in the award of the contract to Williams Power & Signal, LLC for the construction of the subject project.

Also attached is the City's check in the amount of $432,530.66 for its participation in this project.

Sincerely,

William S. Stimpson
Mayor

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Diesel and unleaded fuel for various locations.
General Fund.

Amount of Contract:

Total all purchases = $423,478.00

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

ATTACHMENTS:

Description	Type	Upload Date
20231130 Agenda Package Fuel POs	Cover Memo	11/30/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	11/30/2023 - 2:15 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
2319	2024	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$25,748.00	(279229) PETROLEUM TRADERS CORPORATION
2321	2024	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$25,748.00	(279229) PETROLEUM TRADERS CORPORATION
2322	2024	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$25,748.00	(279229) PETROLEUM TRADERS CORPORATION
2323	2024	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$25,748.00	(279229) PETROLEUM TRADERS CORPORATION
2325	2024	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$25,748.00	(279229) PETROLEUM TRADERS CORPORATION
2326	2024	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (SEALED BID 5845)	$28,050.00	(298802) CAMPBELL OIL COMPANY
2327	2024	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (SEALED BID 5845)	$28,050.00	(298802) CAMPBELL OIL COMPANY

2328	2024	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (SEALED BID 5845)	$28,050.00	(298802) CAMPBELL OIL COMPANY
2329	2024	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (SEALED BID 5845)	$28,050.00	(298802) CAMPBELL OIL COMPANY
2330	2024	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (SEALED BID 5845)	$28,050.00	(298802) CAMPBELL OIL COMPANY
2331	2024	(2050) FLEET MANAGEMENT GARAGE	LANGAN PARK UNLEADED FUEL (SEALED BID 5624)	$25,748.00	(279229) PETROLEUM TRADERS CORPORATION
2332	2024	(2050) FLEET MANAGEMENT GARAGE	LANGAN PARK UNLEADED FUEL (SEALED BID 5624)	$25,748.00	(279229) PETROLEUM TRADERS CORPORATION
2333	2024	(2050) FLEET MANAGEMENT GARAGE	LANGAN PARK UNLEADED FUEL (SEALED BID 5624)	$25,748.00	(279229) PETROLEUM TRADERS CORPORATION
2334	2024	(2050) FLEET MANAGEMENT GARAGE	4TH PRECINCT UNLEADED FUEL (SEALED BID 5624)	$25,748.00	(279229) PETROLEUM TRADERS CORPORATION
2335	2024	(2050) FLEET MANAGEMENT GARAGE	4TH PRECINCT UNLEADED FUEL (SEALED BID 5624)	$25,748.00	(279229) PETROLEUM TRADERS CORPORATION
2336	2024	(2050) FLEET MANAGEMENT GARAGE	4TH PRECINCT UNLEADED FUEL (SEALED BID 5624)	$25,748.00	(279229) PETROLEUM TRADERS CORPORATION

Adopted:

_____

City Clerk

Bill To	Requisition 00002319-00 FY 2024
ACCOUNTS PAYABLE	PO 24002074
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45025.
MOBILE, AL	Review:
36601	Buyer: 910519540
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/28/23	279229				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8200.00 GALLON	2.14000	17548.00
	1 7000.40.20.0000.0000.2070.0000.0000.45025.			17548.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8200.00 EACH	1.00000	8200.00
	1 7000.40.20.0000.0000.2070.0000.0000.45025.			8200.00

Bill To	Requisition 00002319-00 FY 2024
ACCOUNTS PAYABLE	PO 24002074
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45025.
MOBILE, AL	Review:
36601	Buyer: 910519540
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/28/23	279229				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 25748.00

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45025.	25748.00	22426484.80
MOTOR POOL EXP FUEL		

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

Activity	Date	Clerk	Comment
Approved	11/29/23	CHARLES SUMRALL	
Approved	11/29/23	DONALD ROSE	Auto approved by: 910519540
Approved	11/29/23	SANDRA LEWIS	Auto approved by: 910519540
Approved	11/29/23	STEVEN KRONINGER	
Approved	11/29/23	SAMANTHA COOLEY	Auto approved by: 910519540
Approved	11/29/23	JOHN PAINE	Auto approved by: 910519540
Approved	11/29/23	MICHAEL SPAFFORD	Auto approved by: 910519540

Bill To	Requisition 00002319-00 FY 2024
ACCOUNTS PAYABLE	PO 24002074
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45025.
MOBILE, AL	Review:
36601	Buyer: 910519540
vendorinvoices@cityofmobile.org	Status: Converted Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/28/23	279229				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Approved 11/29/23 JAMES NEESE JR		Auto approved by: 910519540	

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00002321-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45025.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/28/23	279229				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8200.00 GALLON	2.14000	17548.00
	1 7000.40.20.0000.0000.2070.0000.0000.45025.			17548.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8200.00 EACH	1.00000	8200.00
	1 7000.40.20.0000.0000.2070.0000.0000.45025.			8200.00

Bill To	Requisition 00002321-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45025. Review: Buyer: 910518227 Status: Released Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/28/23	279229				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 25748.00

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45025.	25748.00	22426484.80
MOTOR POOL EXP FUEL		

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

Activity	Date	Clerk	Comment
Approved	11/29/23	CHARLES SUMRALL	
Queued	11/29/23	DONALD ROSE	
Queued	11/29/23	SANDRA LEWIS	
Queued	11/29/23	STEVEN KRONINGER	
Queued	11/29/23	SAMANTHA COOLEY	
Queued	11/29/23	JOHN PAINE	
Queued	11/29/23	MICHAEL SPAFFORD	

Bill To	Requisition 00002321-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45025.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/28/23	279229				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Queued 11/29/23 JAMES NEESE JR			

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00002322-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45025. Review: Buyer: 910518227 Status: Released Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/28/23	279229				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8200.00 GALLON	2.14000	17548.00
	1 7000.40.20.0000.0000.2070.0000.0000.45025.			17548.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8200.00 EACH	1.00000	8200.00
	1 7000.40.20.0000.0000.2070.0000.0000.45025.			8200.00

Bill To	Requisition 00002322-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45025. Review: Buyer: 910518227 Status: Released Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/28/23	279229				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 25748.00

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45025.	25748.00	22426484.80
MOTOR POOL EXP FUEL		

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

Activity	Date	Clerk	Comment
Approved	11/29/23	CHARLES SUMRALL	
Queued	11/29/23	DONALD ROSE	
Queued	11/29/23	SANDRA LEWIS	
Queued	11/29/23	STEVEN KRONINGER	
Queued	11/29/23	SAMANTHA COOLEY	
Queued	11/29/23	JOHN PAINE	
Queued	11/29/23	MICHAEL SPAFFORD	

Bill To	Requisition 00002322-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45025.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/28/23	279229				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Queued 11/29/23 JAMES NEESE JR			

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00002323-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45025. Review: Buyer: 910518227 Status: Released Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/28/23	279229				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8200.00 GALLON	2.14000	17548.00
	1 7000.40.20.0000.0000.2070.0000.0000.45025.			17548.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8200.00 EACH	1.00000	8200.00
	1 7000.40.20.0000.0000.2070.0000.0000.45025.			8200.00

Bill To	Requisition 00002323-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45025. Review: Buyer: 910518227 Status: Released Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/28/23	279229				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 25748.00

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45025.	25748.00	22426191.80
MOTOR POOL EXP FUEL		

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

Activity	Date	Clerk	Comment
Approved	11/29/23	CHARLES SUMRALL	
Queued	11/29/23	DONALD ROSE	
Queued	11/29/23	SANDRA LEWIS	
Queued	11/29/23	STEVEN KRONINGER	
Queued	11/29/23	SAMANTHA COOLEY	
Queued	11/29/23	JOHN PAINE	
Queued	11/29/23	MICHAEL SPAFFORD	

Bill To	Requisition 00002323-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45025.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/28/23	279229				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Queued 11/29/23 JAMES NEESE JR			

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00002325-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45025.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/28/23	279229				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE.	8200.00 GALLON	2.14000	17548.00
	Vendor Item			
	Inventory Item/Loc 14054			
	1 7000.40.20.0000.0000.2070.0000.0000.45025.			17548.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE			
	Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE	8200.00 EACH	1.00000	8200.00
	Vendor Item			
	Inventory Item/Loc 7982			
	1 7000.40.20.0000.0000.2070.0000.0000.45025.			8200.00

Bill To	Requisition 00002325-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	 Acct No: 7000.40.20.0000.0000.2070.0000.0000.45025. Review: Buyer: 910518227 Status: Released Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/28/23	279229				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 25748.00

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45025.	25748.00	22426191.80
MOTOR POOL EXP FUEL		

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

Activity	Date	Clerk	Comment
Approved	11/29/23	CHARLES SUMRALL	
Queued	11/29/23	DONALD ROSE	
Queued	11/29/23	SANDRA LEWIS	
Queued	11/29/23	STEVEN KRONINGER	
Queued	11/29/23	SAMANTHA COOLEY	
Queued	11/29/23	JOHN PAINE	
Queued	11/29/23	MICHAEL SPAFFORD	

Bill To	Requisition 00002325-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45025.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/28/23	279229				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Queued 11/29/23 JAMES NEESE JR			

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00002326-00 FY 2024
ACCOUNTS PAYABLE	PO 24002077
P O BOX 389	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45025.
MOBILE, AL	Review:
36601	Buyer: 910519540
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
CAMPBELL OIL COMPANY	MUNICIPAL GARAGE
418 PEANUT RD	770 GAYLE STREET
	MOBILE, AL 36604
ELIZABETHTOWN, NC 28337	AGEET@CITYOFMOBILE.ORG
Tel#910-874-9876	Delivery Reference
	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/28/23	298802				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER MY BID 5845 AND YOUR BID RESPONSE			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7500.00 GALLON	2.74000	20550.00
	Vendor Item			
	Inventory Item/Loc 5295			
1	7000.40.20.0000.0000.2070.0000.0000.45025.			20550.00
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
002	MARGIN PRICE	7500.00 EACH	1.00000	7500.00
	Vendor Item			
	Inventory Item/Loc 7982			

Bill To	Requisition 00002326-00 FY 2024
ACCOUNTS PAYABLE	PO 24002077
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45025.
MOBILE, AL	Review:
36601	Buyer: 910519540
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor
CAMPBELL OIL COMPANY
418 PEANUT RD

ELIZABETHTOWN, NC 28337

Tel#910-874-9876

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/28/23	298802				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
1	7000.40.20.0000.0000.2070.0000.0000.45025.			7500.00

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 28050.00

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45025.	28050.00	22426191.80
MOTOR POOL EXP FUEL		

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

Activity	Date	Clerk	Comment
Approved	11/29/23	CHARLES SUMRALL	
Approved	11/29/23	DONALD ROSE	Auto approved by: 910519540
Approved	11/29/23	SANDRA LEWIS	Auto approved by: 910519540
Approved	11/29/23	STEVEN KRONINGER	
Approved	11/29/23	SAMANTHA COOLEY	Auto approved by: 910519540

Bill To	Requisition 00002326-00 FY 2024
ACCOUNTS PAYABLE	PO 24002077
P O BOX 389	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45025.
MOBILE, AL	Review:
36601	Buyer: 910519540
vendorinvoices@cityofmobile.org	Status: Converted Page 3

Vendor	Ship To
CAMPBELL OIL COMPANY	MUNICIPAL GARAGE
418 PEANUT RD	770 GAYLE STREET
	MOBILE, AL 36604
ELIZABETHTOWN, NC 28337	AGEET@CITYOFMOBILE.ORG
Tel#910-874-9876	Delivery Reference
	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/28/23	298802				MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	11/29/23	JOHN PAINE		Auto approved by: 910519540	
	Approved	11/29/23	MICHAEL SPAFFORD		Auto approved by: 910519540	
	Approved	11/29/23	JAMES NEESE JR		Auto approved by: 910519540	

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00002327-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45025. Review: Buyer: 910518227 Status: Released Page 1

Vendor	Ship To
CAMPBELL OIL COMPANY 418 PEANUT RD ELIZABETHTOWN, NC 28337 Tel#910-874-9876	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/28/23	298802				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER MY BID 5845 AND YOUR BID RESPONSE			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7500.00 GALLON	2.74000	20550.00
	1 7000.40.20.0000.0000.2070.0000.0000.45025.			20550.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7500.00 EACH	1.00000	7500.00

Bill To	Requisition 00002327-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45025.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
CAMPBELL OIL COMPANY	MUNICIPAL GARAGE
418 PEANUT RD	770 GAYLE STREET
	MOBILE, AL 36604
ELIZABETHTOWN, NC 28337	AGEET@CITYOFMOBILE.ORG
Tel#910-874-9876	Delivery Reference
	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/28/23	298802				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
1	7000.40.20.0000.0000.2070.0000.0000.45025.			7500.00

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 28050.00

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45025.	28050.00	22426191.80

MOTOR POOL EXP FUEL

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

Activity	Date	Clerk	Comment
Approved	11/29/23	CHARLES SUMRALL	
Queued	11/29/23	DONALD ROSE	
Queued	11/29/23	SANDRA LEWIS	
Queued	11/29/23	STEVEN KRONINGER	
Queued	11/29/23	SAMANTHA COOLEY	

Bill To	Requisition 00002327-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45025. Review: Buyer: 910518227 Status: Released Page 3

Vendor	Ship To
CAMPBELL OIL COMPANY 418 PEANUT RD ELIZABETHTOWN, NC 28337 Tel#910-874-9876	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/28/23	298802				MOTOR POOL

LN	Description / Account		Qty	Unit Price	Net Price
	Queued	11/29/23 JOHN PAINE			
	Queued	11/29/23 MICHAEL SPAFFORD			
	Queued	11/29/23 JAMES NEESE JR			

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00002328-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45025. Review: Buyer: 910518227 Status: Released Page 1

Vendor	Ship To
CAMPBELL OIL COMPANY 418 PEANUT RD ELIZABETHTOWN, NC 28337 Tel#910-874-9876	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/28/23	298802				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER MY BID 5845 AND YOUR BID RESPONSE			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7500.00 GALLON	2.74000	20550.00
	1 7000.40.20.0000.0000.2070.0000.0000.45025.			20550.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7500.00 EACH	1.00000	7500.00

Bill To	Requisition 00002328-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45025. Review: Buyer: 910518227 Status: Released Page 2

Vendor	Ship To
CAMPBELL OIL COMPANY 418 PEANUT RD ELIZABETHTOWN, NC 28337 Tel#910-874-9876	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/28/23	298802				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
1	7000.40.20.0000.0000.2070.0000.0000.45025.			7500.00

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 28050.00

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45025.	28050.00	22426191.80

MOTOR POOL EXP FUEL

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

Activity	Date	Clerk	Comment
Approved	11/29/23	CHARLES SUMRALL	
Queued	11/29/23	DONALD ROSE	
Queued	11/29/23	SANDRA LEWIS	
Queued	11/29/23	STEVEN KRONINGER	
Queued	11/29/23	SAMANTHA COOLEY	

Bill To	Requisition 00002328-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45025. Review: Buyer: 910518227 Status: Released Page 3

Vendor	Ship To
CAMPBELL OIL COMPANY 418 PEANUT RD ELIZABETHTOWN, NC 28337 Tel#910-874-9876	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/28/23	298802				MOTOR POOL

LN	Description / Account		Qty	Unit Price	Net Price
	Queued	11/29/23 JOHN PAINE			
	Queued	11/29/23 MICHAEL SPAFFORD			
	Queued	11/29/23 JAMES NEESE JR			

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00002329-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45025. Review: Buyer: 910518227 Status: Released Page 1

Vendor	Ship To
CAMPBELL OIL COMPANY 418 PEANUT RD ELIZABETHTOWN, NC 28337 Tel#910-874-9876	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/28/23	298802				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER MY BID 5845 AND YOUR BID RESPONSE			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7500.00 GALLON	2.74000	20550.00
	1 7000.40.20.0000.0000.2070.0000.0000.45025.			20550.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7500.00 EACH	1.00000	7500.00

Bill To	Requisition 00002329-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45025. Review: Buyer: 910518227 Status: Released Page 2

Vendor	Ship To
CAMPBELL OIL COMPANY 418 PEANUT RD ELIZABETHTOWN, NC 28337 Tel#910-874-9876	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/28/23	298802				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
1	7000.40.20.0000.0000.2070.0000.0000.45025.			7500.00

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 28050.00

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45025.	28050.00	22426191.80

MOTOR POOL EXP FUEL

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

Activity	Date	Clerk	Comment
Approved	11/29/23	CHARLES SUMRALL	
Queued	11/29/23	DONALD ROSE	
Queued	11/29/23	SANDRA LEWIS	
Queued	11/29/23	STEVEN KRONINGER	
Queued	11/29/23	SAMANTHA COOLEY	

Bill To	Requisition 00002329-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45025.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
CAMPBELL OIL COMPANY	MUNICIPAL GARAGE
418 PEANUT RD	770 GAYLE STREET
	MOBILE, AL 36604
ELIZABETHTOWN, NC 28337	AGEET@CITYOFMOBILE.ORG
Tel#910-874-9876	Delivery Reference
	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/28/23	298802				MOTOR POOL

LN	Description / Account		Qty	Unit Price	Net Price
	Queued	11/29/23 JOHN PAINE			
	Queued	11/29/23 MICHAEL SPAFFORD			
	Queued	11/29/23 JAMES NEESE JR			

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00002330-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45025. Review: Buyer: 910518227 Status: Released Page 1

Vendor	Ship To
CAMPBELL OIL COMPANY 418 PEANUT RD ELIZABETHTOWN, NC 28337 Tel#910-874-9876	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/28/23	298802				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes ---			
	AS PER MY BID 5845 AND YOUR BID RESPONSE			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7500.00 GALLON	2.74000	20550.00
	1 7000.40.20.0000.0000.2070.0000.0000.45025.			20550.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7500.00 EACH	1.00000	7500.00

Bill To	Requisition 00002330-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45025.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 910518227
	Status: Released Page 2

Vendor	Ship To
CAMPBELL OIL COMPANY	MUNICIPAL GARAGE
418 PEANUT RD	770 GAYLE STREET
ELIZABETHTOWN, NC 28337	MOBILE, AL 36604
Tel#910-874-9876	AGEET@CITYOFMOBILE.ORG
	Delivery Reference
	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/28/23	298802				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
1	7000.40.20.0000.0000.2070.0000.0000.45025.			7500.00

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 28050.00

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45025.	28050.00	22426191.80
MOTOR POOL EXP FUEL		

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

Activity	Date	Clerk	Comment
Approved	11/29/23	CHARLES SUMRALL	
Queued	11/29/23	DONALD ROSE	
Queued	11/29/23	SANDRA LEWIS	
Queued	11/29/23	STEVEN KRONINGER	
Queued	11/29/23	SAMANTHA COOLEY	
Queued	11/29/23	JOHN PAINE	

Bill To	Requisition 00002330-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45025.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
CAMPBELL OIL COMPANY	MUNICIPAL GARAGE
418 PEANUT RD	770 GAYLE STREET
	MOBILE, AL 36604
ELIZABETHTOWN, NC 28337	AGEET@CITYOFMOBILE.ORG
Tel#910-874-9876	Delivery Reference
	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/28/23	298802				MOTOR POOL

LN	Description / Account		Qty	Unit Price	Net Price
	Queued	11/29/23 MICHAEL SPAFFORD			
	Queued	11/29/23 JAMES NEESE JR			

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00002331-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45025.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	LANGAN PARK DELIVERIES TO SAGE
7120 POINTE INVERNESS WAY	48 N. SAGE AVE.
	MOBILE, AL 36607
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/28/23	279229				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8200.00 GALLON	2.14000	17548.00
	1 7000.40.20.0000.0000.2070.0000.0000.45025.			17548.00
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8200.00 EACH	1.00000	8200.00
	1 7000.40.20.0000.0000.2070.0000.0000.45025.			8200.00

Bill To	Requisition 00002331-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45025. Review: Buyer: 910518227 Status: Released Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/28/23	279229				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607
Delivery Reference
TRAVESIA AGEE

Deliver To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607

Requisition Link

Requisition Total 25748.00

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45025.	25748.00	22426191.80
MOTOR POOL EXP FUEL		

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

Activity	Date	Clerk	Comment
Approved	11/29/23	CHARLES SUMRALL	
Queued	11/29/23	DONALD ROSE	
Queued	11/29/23	SANDRA LEWIS	
Queued	11/29/23	STEVEN KRONINGER	
Queued	11/29/23	SAMANTHA COOLEY	
Queued	11/29/23	JOHN PAINE	
Queued	11/29/23	MICHAEL SPAFFORD	

Bill To	Requisition 00002331-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45025.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 910518227
	Status: Released Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	LANGAN PARK DELIVERIES TO SAGE
7120 POINTE INVERNESS WAY	48 N. SAGE AVE.
	MOBILE, AL 36607
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705 Fax 260-203-3820	Delivery Reference TRAVESIA AGEE
	Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/28/23	279229				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Queued 11/29/23 JAMES NEESE JR			

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00002332-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45025.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	LANGAN PARK DELIVERIES TO SAGE
7120 POINTE INVERNESS WAY	48 N. SAGE AVE.
	MOBILE, AL 36607
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/28/23	279229				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8200.00 GALLON	2.14000	17548.00
	1 7000.40.20.0000.0000.2070.0000.0000.45025.			17548.00
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8200.00 EACH	1.00000	8200.00
	1 7000.40.20.0000.0000.2070.0000.0000.45025.			8200.00

Bill To	Requisition 00002332-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45025. Review: Buyer: 910518227 Status: Released Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/28/23	279229				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607
Delivery Reference
TRAVESIA AGEE

Deliver To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607

Requisition Link

Requisition Total 25748.00

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45025.	25748.00	22426191.80
MOTOR POOL EXP FUEL		

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

Activity	Date	Clerk	Comment
Approved	11/29/23	CHARLES SUMRALL	
Queued	11/29/23	DONALD ROSE	
Queued	11/29/23	SANDRA LEWIS	
Queued	11/29/23	STEVEN KRONINGER	
Queued	11/29/23	SAMANTHA COOLEY	
Queued	11/29/23	JOHN PAINE	
Queued	11/29/23	MICHAEL SPAFFORD	

Bill To	Requisition 00002332-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45025.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 910518227
	Status: Released Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	LANGAN PARK DELIVERIES TO SAGE
7120 POINTE INVERNESS WAY	48 N. SAGE AVE.
	MOBILE, AL 36607
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705 Fax 260-203-3820	Delivery Reference TRAVESIA AGEE
	Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/28/23	279229				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Queued 11/29/23 JAMES NEESE JR			

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00002333-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45025. Review: Buyer: 910518227 Status: Released Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/28/23	279229				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8200.00 GALLON	2.14000	17548.00
	1 7000.40.20.0000.0000.2070.0000.0000.45025.			17548.00
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8200.00 EACH	1.00000	8200.00
	1 7000.40.20.0000.0000.2070.0000.0000.45025.			8200.00

Bill To	Requisition 00002333-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45025. Review: Buyer: 910518227 Status: Released Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/28/23	279229				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607
Delivery Reference
TRAVESIA AGEE

Deliver To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607

Requisition Link

Requisition Total 25748.00

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45025.	25748.00	22426191.80
MOTOR POOL EXP FUEL		

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

Activity	Date	Clerk	Comment
Approved	11/29/23	CHARLES SUMRALL	
Queued	11/29/23	DONALD ROSE	
Queued	11/29/23	SANDRA LEWIS	
Queued	11/29/23	STEVEN KRONINGER	
Queued	11/29/23	SAMANTHA COOLEY	
Queued	11/29/23	JOHN PAINE	
Queued	11/29/23	MICHAEL SPAFFORD	

Bill To	Requisition 00002333-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45025.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 910518227
	Status: Released Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	LANGAN PARK DELIVERIES TO SAGE
7120 POINTE INVERNESS WAY	48 N. SAGE AVE.
	MOBILE, AL 36607
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705 Fax 260-203-3820	Delivery Reference TRAVESIA AGEE
	Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/28/23	279229				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Queued 11/29/23 JAMES NEESE JR			

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00002334-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45025. Review: Buyer: 910518227 Status: Released Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/28/23	279229				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8200.00 GALLON	2.14000	17548.00
	1 7000.40.20.0000.0000.2070.0000.0000.45025.			17548.00
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8200.00 EACH	1.00000	8200.00
	1 7000.40.20.0000.0000.2070.0000.0000.45025.			8200.00

Bill To	Requisition 00002334-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45025. Review: Buyer: 910518227 Status: Released Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/28/23	279229				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD
MOBILE, AL 36608
Delivery Reference
TRAVESIA AGEE

Deliver To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD
MOBILE, AL 36608

Requisition Link

Requisition Total 25748.00

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45025.	25748.00	22426191.80
MOTOR POOL EXP FUEL		

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

Activity	Date	Clerk	Comment
Approved	11/29/23	CHARLES SUMRALL	
Queued	11/29/23	DONALD ROSE	
Queued	11/29/23	SANDRA LEWIS	
Queued	11/29/23	STEVEN KRONINGER	
Queued	11/29/23	SAMANTHA COOLEY	
Queued	11/29/23	JOHN PAINE	
Queued	11/29/23	MICHAEL SPAFFORD	

Bill To	Requisition 00002334-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45025.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 910518227
	Status: Released Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	POLICE 4TH PRECINCT
7120 POINTE INVERNESS WAY	8080 AIRPORT BLVD
	MOBILE, AL 36608
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	POLICE 4TH PRECINCT
	8080 AIRPORT BLVD
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/28/23	279229				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Queued 11/29/23 JAMES NEESE JR			

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00002335-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45025. Review: Buyer: 910518227 Status: Released Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/28/23	279229				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8200.00 GALLON	2.14000	17548.00
	1 7000.40.20.0000.0000.2070.0000.0000.45025.			17548.00
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8200.00 EACH	1.00000	8200.00
	1 7000.40.20.0000.0000.2070.0000.0000.45025.			8200.00

Bill To	Requisition 00002335-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45025. Review: Buyer: 910518227 Status: Released Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/28/23	279229				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD
MOBILE, AL 36608
Delivery Reference
TRAVESIA AGEE

Deliver To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD
MOBILE, AL 36608

Requisition Link

Requisition Total 25748.00

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45025.	25748.00	22426191.80
MOTOR POOL EXP FUEL		

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

Activity	Date	Clerk	Comment
Approved	11/29/23	CHARLES SUMRALL	
Queued	11/29/23	DONALD ROSE	
Queued	11/29/23	SANDRA LEWIS	
Queued	11/29/23	STEVEN KRONINGER	
Queued	11/29/23	SAMANTHA COOLEY	
Queued	11/29/23	JOHN PAINE	
Queued	11/29/23	MICHAEL SPAFFORD	

Bill To	Requisition 00002335-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45025.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	POLICE 4TH PRECINCT
7120 POINTE INVERNESS WAY	8080 AIRPORT BLVD
	MOBILE, AL 36608
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	POLICE 4TH PRECINCT
	8080 AIRPORT BLVD
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/28/23	279229				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Queued 11/29/23 JAMES NEESE JR			

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00002336-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45025. Review: Buyer: 910518227 Status: Released Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/28/23	279229				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8200.00 GALLON	2.14000	17548.00
	1 7000.40.20.0000.0000.2070.0000.0000.45025.			17548.00
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8200.00 EACH	1.00000	8200.00
	1 7000.40.20.0000.0000.2070.0000.0000.45025.			8200.00

Bill To	Requisition 00002336-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45025. Review: Buyer: 910518227 Status: Released Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/28/23	279229				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD
MOBILE, AL 36608
Delivery Reference
TRAVESIA AGEE

Deliver To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD
MOBILE, AL 36608

Requisition Link

Requisition Total 25748.00

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45025.	25748.00	22426191.80
MOTOR POOL EXP FUEL		

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

Activity	Date	Clerk	Comment
Approved	11/29/23	CHARLES SUMRALL	
Queued	11/29/23	DONALD ROSE	
Queued	11/29/23	SANDRA LEWIS	
Queued	11/29/23	STEVEN KRONINGER	
Queued	11/29/23	SAMANTHA COOLEY	
Queued	11/29/23	JOHN PAINE	
Queued	11/29/23	MICHAEL SPAFFORD	

Bill To	Requisition 00002336-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45025.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 910518227
	Status: Released Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	POLICE 4TH PRECINCT
7120 POINTE INVERNESS WAY	8080 AIRPORT BLVD
	MOBILE, AL 36608
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	POLICE 4TH PRECINCT
	8080 AIRPORT BLVD
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/28/23	279229				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Queued 11/29/23 JAMES NEESE JR			

Authorized By: _____ Date: _____
Signature

BID #5624-FUEL

GASOLINE UNLEADED REGULAR E-10 87 OCTANE RATING
1000-8199 GALLONS PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.0387
DAVISON FUEL	0.11
MANSFIELD OIL **	0.3206
WARING OIL	13.5
OAGG, INC	3.6314

GASOLINE UNLEADED REGULAR E-10 87 OCTANE RATING
8200 GALLONS OR MORE PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.0052
MANSFIELD OIL **	0.0226
DAVISON FUEL	0.042
WARING OIL	13.5
OAGG, INC	3.6314

DIESEL #2 (ULTRA LOW SULFUR) CLEAR ON ROAD
1000-2000 GALLONS PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.3500
MANSFIELD OIL **	0.3502
DAVISON FUEL	0.15
WARING OIL	14.5
OAGG, INC	3.8736

GASOLINE UNLEADED 89% OCTANE RATING, 0% ETHANOL
1000-2000 GALLONS PER DELIVERY

PETROLEUM TRADERS	0.3500
DAVISON FUEL	0.15
WARING OIL	18.5
MANSFIELD OIL**	.3825
OAGG, INC	3.9755

** DISCOUNT .0025/20 DAYS FROM DATE OF RECEIPT OF GOODS.

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: ms Buyer: 007

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
10/14/2021	**5624**	Various	As Specified

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Thursday, October 28, 2021

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					

FUEL

The City of Mobile requests bids for:
Regular E-10 Unleaded Gasoline, #2 Diesel Fuels, and Unleaded Gasoline, 89 Octane, 0% Ethane.

Prices on this bid are to remain firm for one (1) year from date of award. At the option of the City and the successful Vendor, the award may be extended for two (2) additional one (1) year periods.

Fuel must be delivered by the next day close of receiving hours. Hours are: 7:30 A.M. – 2:30 P.M., unless otherwise stated at time of order.

Delivery Tickets are required at the time of delivery. Ticket must state: Time and Date of delivery, Product, and Number of Gallons delivered. Fuel will be purchased at the Net Amount.

Exact quantity of fuel to be purchased is an estimate. The City does attempt to place orders for fuel as close to amount needed. The City does not guarantee exact quantity to be purchased.

The contract will be awarded to the Bidder having the lowest Mark-Up (margin) above the daily Oil Price Information Service (OPIS) prices. The City of Mobile uses the daily published State of Alabama OPIS prices, based off the "Rack Avg" pricing for the Montgomery, Alabama location. The margin is to include any and all charges, including profit and delivery charges, but must not include applicable taxes.

Purchase Orders will be paid by the daily OPIS Price (Day of Delivery of Fuel), the contracted Mark-Up (margin) price, and applicable taxes.

	TOTAL		

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

The following are taxes that the City of Mobile pays on each gallon of fuel purchased:

Gasoline/E-10:	Al Inspection Fee	.02
	Al Trust Fund	.012
	Fed Lust	.001
	Fed Oil Spill E-10	.00214
	TOTAL	.03514

Diesel:	AL Inspection Fee	.02
	AL Wholesale Oil License Fee	.0075
	AL Storage Tank Fee	.012
	Fed Exc. Lust Govt Tax	.001
	Fed Env Rec Fee (Oil Spill)	.00214
	TOTAL	.04264

It is the responsibility of the awarded Vendor to notify in writing on company letterhead if and when the Tax rates change.

The City of Mobile purchases the following types of fuel:
Gasoline Unleaded Regular E-10 87 Octane Rating.
Gasoline may contain a maximum of 10% Ethanol.
Diesel #2 (Ultra Low Sulfur) Clear on Road.
Gasoline Unleaded 89 Octane, 0% Ethanol.

In the event fuel is delivered on a holiday (day that no Fuel Report is done), Vendors may charge the higher report price from the day before or the day after.

Specifications, Samples, Protocols, Analysis Reports:
Vendors may be required to submit Specifications, Samples, Protocols, and Analysis Reports, at no additional cost to the City. Information, if requested, must be supplied within five (5) business days.

Requests for Specifications, Samples, Protocols, and/or Analysis Reports may be made at any time prior to award or during the contract.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents

Analysis Reports must be performed by an independent laboratory that the City of Mobile chooses. If requested, failure to provide Specifications, Samples, Protocols, or Analysis Reports or to provide this information in a timely manner will result in bid rejection or contract cancellation.

BAD FUEL:
If substantial proof is received that delivered fuel was not good, (i.e. contained materials damaging to Fuel Tanks) or that the product does not meet specifications, the Vendor will be notified and will have an opportunity to make good on the delivery and any damages that occurred from the bad fuel. Repeated offenses will result in contract cancellation and possible exclusion on future bids by a time period determined by the City of Mobile Purchasing Agent.

If a Vendor breaks contract with the City of Mobile on this fuel contract, it may be excluded from the next two (2) fuel bids.

PRICING:
Gasoline Unleaded Regular E-10 87 Octane Rating
1000 – 8199 Gallons per Delivery

_____
Margin Price per Gallon

Gasoline Unleaded Regular E-10 87 Octane Rating
8200 Gallons or More per Delivery

_____
Margin Price per Gallon

Diesel #2 (Ultra Low Sulfur) Clear on Road
1000 – 2000 Gallons per Delivery

_____
Margin Price per Gallon

Gasoline Unleaded 89% Octane Rating, 0% Ethanol
1000 – 2000 Gallons per Delivery

_____
Margin Price per Gallon

TO BE AWARDED ON A PER ITEM BASIS.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.		Dollars	Cents	Dollars	Cents

The following are Locations, Numbers, and Sizes of Fuel Tanks for the City of Mobile:

Motor Pool **745 South Broad St., Mobile, AL 36604**
1 Ea. 10,000 Gallon Tank
(Unleaded, in ground)

Municipal Garage **770 Gayle St., Mobile, AL 36604**
2 Ea. 10,000 Gallon Tanks
(Unleaded, in ground)

1 Ea. 2000 Gallon Tank
(Unleaded, above ground, 0% Ethanol)

3rd Precinct **2165 St. Stephens Rd., Mobile, AL 36617**
1 Ea. 4,000 Gallon Tank
(Unleaded, above ground, Bobtail Delivery only)

Langan Park **4901 Museum Dr., Mobile, AL 36608**
1 Ea. 10,000 Gallon Tank
(Unleaded, above ground)
2 Ea. 1,000 Gallon Tanks
(Diesel, in ground)

4th Precinct **8080 Airport Blvd., Mobile, AL 36608**
1 Ea. 10,000 Gallon Tank
(Unleaded, above ground)

The Wave Transit **1224 West I-65 Svc. Rd., S., Mobile, AL 36606**
1 Ea. 1,200 Gallon Tank
(Unleaded, above ground)

Fire Station #7 **5525 Commerce Blvd., Mobile, AL 36619**
1 Ea. 2000 Gallon Tank
(Diesel, above ground)

The City of Mobile has the right to add delivery Locations within Mobile City Police Jurisdiction.

TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

State any special conditions or ordering instructions:

No Bid Bond is required.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/.**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

Questions pertaining to this bid may be emailed to: purchasing@cityofmobile.org .

ITEM BASIS AWARD

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 6 of 6 **City of Mobile Business License is required. See Item 14 on Reverse of Page 1.** **The City of Mobile does not accept Vendors' terms and conditions.** **This bid must be signed and all pages returned including the terms and conditions on the Reverse of Page 1.** **For additional information, contact:** **purchasing@cityofmobile.org** **CONTACT INFORMATION (PLEASE PRINT)** **COMPANY NAME** _____ **CONTACT NAME** _____ **COMPANY ADDRESS** _____ _____ **TELEPHONE NUMBER** _____ **FAX NUMBER** _____					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

BID # 5845 FUEL (DIESEL) 18 OCT 2023 12:01 PM							
	CAMPBELL OIL COMPANY	DAVISON FUELS + OIL	INDIGO ENERGY	MANSFIELD OIL COMPANY .0060 TERMS DISCOUNT	PETROLEUM TRADERS CORPORATION	RETIF OIL + FUEL, LLC	SARATOGA RACK MARKETING
MARGIN PRICE PER GALLON	.0087	.0350	.0521	.1035 .0975 WITH TERMS DISCOUNT	.0665	.0389	.0091

ADDENDUM

October 6, 2023

RE: City of Mobile Bid #5845 for Fuel

Please consider the following to be addendum to City of Mobile Bid #5845 for fuel.

Attached are questions and additional information on this bid.

Thank you for your consideration in this matter.

John Paine
Purchasing Agent
City of Mobile
JP/en

1. Please provide the bid tabs from the previous Sealed Bid for this contract. The awarded price per gallon by product will be acceptable. If an online link is available for these documents, please provide that link.
   The fuel was previously purchased from State of Alabama contract T-101

2. Please provide the company name of current vendor for these Bulk Fuel Services.
   Petroleum Traders via State of Alabama contract T-101

3. Do bidders need to include a pump charge in their price or does City of Mobile have onsite fuel pumps to be utilized by the carriers?
   The vendor / delivering truck will need to provide the pump for the above ground tanks; include the cost in your margin price

4. Please provide the annual estimated ULSD Clear volume.
   Between 550,816 and 600,000 gallons

5. MWBE requirements: please confirm item 16 on page two, if bidders are *to make every possible effort have at least 15 percent of the total value of the contract performed by socially and economically disadvantaged individuals .*
   Not required

6. If there is a MWBE requirement is applicable to bid No. 5845 bid for #2 diesel clear on road, are bidders to submit their efforts with the bid submittal? Is there a form for this documentation? How should bidders provide their documented efforts to the City of Mobile?
   Not required

7. Does the City of Mobile have a list of certified/preferred MWBE firms that participate in this area of business , fuel supply and distribution, in the Mobile area the City could provide?
   No.

8. Can City of Mobile please clarify if vendors will need to obtain a City of Mobile Business license for this scope of work? Page 6 states *City of Mobile Business License is required* however page 2, No. 14 states *Vendor may be required to obtain City of Mobile Business License as applicable..."*
   If no employee of the company or a company owned truck comes into the City, a license, is not required.

9. Are Bidders to include a City of Mobile Business License with their respective bid package?
   A bidder does not need a license to bid, but may be required depending on a number of issues, see above.

10. Will City of Mobile accept electronic signatures/Docusigned documents or are wet signatures required?
    City of Mobile will not accept electronic or emailed responses to this bid. Bid responses must be delivered in a sealed envelope prior to the opening date and time and must be stamped in by a Purchasing Department staff member. Note the U.S. Postal Service does not deliver mail to our street address.

11. What are the applicable bidder insurance coverages and threshold amounts for this scope of work? Are bidders required to submit insurance coverage verification with their bid packages?
    Insurance is not required.

12. Does City of Mobile have a preference of unbranded, branded or a combination of branded/unbranded fuel?
    No, only that the fuel meets our specifications in this bid.

13. What is the estimated total number of times per month City of Mobile will need to refuel its tanks?
    We believe, 5-7 times per tank, but some could require more based upon use and if some tanks are down for repairs or service.

14. 14. Would City of Mobile consider using the daily published OPIS rack average for Mobile instead of Montgomery? We have a fuel terminal in Mobile and would prefer to quote fuel pricing out of Mobile instead of Montgomery.
    City is currently using the Montgomery rack pricing. We do not have a subscription for rack pricing in Mobile

15. What is the volume at the larger tank locations?
    Garage Location 287,500 gallons
    4th precient 40,600 gallons
    Wave Transit 222,716 gallons

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 007

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
10/03/2023	**5845**	Various	As Specified

This bid must be received and stamped by the Purchasing office not later than: **12:01 PM, Wednesday, October 18, 2023**

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.

FUEL

The City of Mobile requests bids for:
#2 Diesel Clear on Road.

Prices on this bid are to remain firm for one (1) year from date of award. At the option of the City and the successful Vendor, the award may be extended for two (2) additional one (1) year periods.

Fuel must be delivered by the next day close of receiving hours. Hours are:

- 7:30 A.M. – 2:30 P.M., unless otherwise stated at time of order.
- 7:00 A.M. – 12:00 P.M. at Wave Transit location.

Delivery Tickets are required at the time of delivery. Ticket must state: Time and Date of delivery, Product, and Number of Gallons delivered. Fuel will be purchased at the Net Amount.

Exact quantity of fuel to be purchased is an estimate. The City does attempt to place orders for fuel as close to amount needed. The City does not guarantee exact quantity to be purchased.

The contract will be awarded to the Bidder having the lowest Mark-Up (margin) above the daily Oil Price Information Service (OPIS) prices. The City of Mobile uses the daily published State of Alabama OPIS prices, based off the "Rack Avg" pricing for the Montgomery, Alabama location. The margin is to include any and all charges, including profit and delivery charges, but must not include applicable taxes.

Purchase Orders will be paid by the daily OPIS Price (Day of Delivery of Fuel), the contracted Mark-Up (margin) price, and applicable taxes.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

The following are taxes that the City of Mobile pays on each gallon of fuel purchased:

Diesel:	AL Inspection Fee	.02
	AL Wholesale Oil License Fee	.0075
	AL Storage Tank Fee	.012
	Fed Exc. Lust Govt Tax	.001
	Fed Env Rec Fee (Oil Spill)	.00214
	Fed Superfund Fee Recovery	.0039
	TOTAL	.04654

It is the responsibility of the awarded Vendor to notify in writing on company letterhead if and when the Tax rates change.

The City of Mobile purchases the following type of fuel:
Diesel #2 (Ultra Low Sulfur) Clear on Road.

In the event fuel is delivered on a holiday (day that no Fuel Report is done), Vendors may charge the higher report price from the day before or the day after.

Specifications, Samples, Protocols, Analysis Reports:
Vendors may be required to submit Specifications, Samples, Protocols, and Analysis Reports, at no additional cost to the City. Information, if requested, must be supplied within five (5) business days.

Requests for Specifications, Samples, Protocols, and/or Analysis Reports may be made at any time prior to award or during the contract.

Analysis Reports must be performed by an independent laboratory that the City of Mobile chooses. If requested, failure to provide Specifications, Samples, Protocols, or Analysis Reports or to provide this information in a timely manner will result in bid rejection or contract cancellation.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

BAD FUEL:
If substantial proof is received that delivered fuel was not good, (i.e. contained materials damaging to Fuel Tanks) or that the product does not meet specifications, the Vendor will be notified and will have an opportunity to make good on the delivery and any damages that occurred from the bad fuel. Repeated offenses will result in contract cancellation and possible exclusion on future bids by a time period determined by the City of Mobile Purchasing Agent.

If a Vendor breaks contract with the City of Mobile on this fuel contract, it may be excluded from the next two (2) fuel bids.

PRICING:

Diesel #2 (Ultra Low Sulfur) Clear on Road
7500 Gallons per Delivery

_____
Margin Price per Gallon

The following are Locations, Numbers, and Sizes of Fuel Tanks for the City of Mobile:

Municipal Garage **770 Gayle St., Mobile, AL 36604**
3 each 10,000 Gallon Tanks
Below Ground

4th Precinct **8080 Airport Blvd., Mobile, AL 36608**
1 each 10,000 Gallon Tank
Above Ground

The Wave Transit **1224 West I-65 Svc. Rd., S., Mobile, AL 36606**
2 each 10,000 Gallon Tanks
Above Ground

The City of Mobile has the right to add delivery locations within Mobile City Police Jurisdiction.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

State any special conditions or ordering instructions:

_____

No Bid Bond is required.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/.**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

Questions pertaining to this bid may be emailed to: purchasing@cityofmobile.org .

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

City of Mobile Business License is required. See Item 14 on Reverse of Page 1.

The City of Mobile does not accept Vendors' terms and conditions.

This bid must be signed and all pages returned including the terms and conditions on the Reverse of Page 1.

For additional information, contact:

purchasing@cityofmobile.org

CONTACT INFORMATION
(PLEASE PRINT)

COMPANY NAME _____

CONTACT NAME _____

COMPANY ADDRESS _____

_____

TELEPHONE NUMBER _____

FAX NUMBER _____

EMAIL _____

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of competed order.

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Citisco - A Boelter Company for 16 heated banquet plate carts for Convention Center.
Convention Center expense.

Amount of Contract:

$73,392.00

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

ATTACHMENTS:

Description	Type	Upload Date
20231129 Citisco Agenda Package POs	Cover Memo	11/29/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	11/30/2023 - 3:02 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
1246	2024	(F6080) CONVENTION CENTER	16 HEATED BANQUET PLATE CARTS FOR CONVENTION CENTER (GSA CONTRACT)	$73,392.00	(298840) CITISCO- A BOELTER COMPANY

Adopted:

_____
City Clerk

Bill To	Requisition 00001246-00 FY 2024
	Acct No: 6080.70.00.0000.0000.0000.0000.0000.44020.
	Review:
	Buyer: 910518227
	Status: Approved Page 1

Vendor	Ship To
CITISCO - A BOELTER COMPANY	CONVENTION CENTER
3445 BRECKINRIDGE BLVD	1 SOUTH WATER
770-767-5646	MOBILE, AL 36602
DULUTH, GA 30096	VILATER.GREEN@CITYOFMOBILE.ORG
UNITED STATES	
Tel#7707675646	Delivery Reference
	VILATER GREEN
	Deliver To
	CONVENTION CENTER
	1 SOUTH WATER
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/07/23	298840				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER GSA CONTRACT GS-07F-0356T AND YOUR QUOTE 24347			
001	Classic Carter™ Banquet Cabinet, mobile, insulated, single door for pre-plated food, (180) up to 10.5" diameter, thermostatically controlled heat unit, without plate carriers, stainless steel construction, cUL, UL EPH (RapidShip)/ 120v/60/1-ph, 1650 watts, 13.7 amps, 10 ft. rubber cord with NEMA 5-15P, standard package, 6" polyurethane casters, set of 4	16.00 EACH	4587.00000	73392.00
	1 6080.70.00.0000.0000.0000.0000.0000.44020. E C0261 .OPERSUPPLS. .			73392.00
	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 Delivery Reference VILATER GREEN			
	Deliver To			

Bill To	Requisition 00001246-00 FY 2024
	Acct No: 6080.70.00.0000.0000.0000.0000.0000.44020.
	Review:
	Buyer: 910518227
	Status: Approved Page 2

Vendor	Ship To
CITISCO - A BOELTER COMPANY	CONVENTION CENTER
3445 BRECKINRIDGE BLVD	1 SOUTH WATER
770-767-5646	MOBILE, AL 36602
DULUTH, GA 30096	VILATER.GREEN@CITYOFMOBILE.ORG
UNITED STATES	
Tel#7707675646	Delivery Reference
	VILATER GREEN
	Deliver To
	CONVENTION CENTER
	1 SOUTH WATER
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/07/23	298840				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602			

Requisition Link

Requisition Total 73392.00

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

Account			Amount	Remaining Budget
E C0261	.OPERSUPPLS.	.	73392.00	326416.32

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

Account	Amount	Remaining Budget
6080.70.00.0000.0000.0000.0000.0000.44020.	73392.00	

CONVENTION CENTER EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Approved	10/30/23	CARLEEN STOUT	Auto approved by: 910519420
Approved	10/30/23	CASSIE BOATWRIGHT	
Approved	11/07/23	CARLEEN STOUT	Auto approved by: 910519420
Approved	11/07/23	CASSIE BOATWRIGHT	
Approved	10/30/23	BRENDA RHODES	
Approved	10/30/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	10/30/23	RELYA MALLORY	Auto approved by: 910511034
Approved	11/08/23	BRENDA RHODES	Auto approved by: 9105malr
Approved	11/08/23	TIFFANY HOLLINS	Auto approved by: 9105malr
Approved	11/08/23	RELYA MALLORY	
Unknown	11/06/23	SANDRA LEWIS	
Rejected	11/06/23	SANDRA LEWIS	please call sandra for reason

Bill To	Requisition 00001246-00 FY 2024
	Acct No: 6080.70.00.0000.0000.0000.0000.0000.44020.
	Review:
	Buyer: 910518227
	Status: Approved Page 3

Vendor
CITISCO - A BOELTER COMPANY
3445 BRECKINRIDGE BLVD

770-767-5646
DULUTH, GA 30096
UNITED STATES
Tel#7707675646

Ship To
CONVENTION CENTER
1 SOUTH WATER

MOBILE, AL 36602
VILATER.GREEN@CITYOFMOBILE.ORG

Delivery Reference
VILATER GREEN

Deliver To
CONVENTION CENTER
1 SOUTH WATER

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/07/23	298840				CONVENTION CENTER

LN	Description / Account			Qty	Unit Price	Net Price
	Unknown	11/28/23	SANDRA LEWIS			
	Approved	11/28/23	DONALD ROSE		Auto approved by: 910518227	
	Approved	11/28/23	SANDRA LEWIS			
	Approved	11/28/23	STEVEN KRONINGER		Auto approved by: 910518227	
	Approved	11/28/23	SAMANTHA COOLEY		Auto approved by: 910518227	
	Approved	11/28/23	JOHN PAINE		Auto approved by: 910518227	
	Approved	11/28/23	MICHAEL SPAFFORD		Auto approved by: 910518227	

Authorized By: _____ Date: _____
Signature

COMMERCIAL KITCHEN / DINING EQUIPMENT & SUPPLIES
3445 BRECKINRIDGE BLVD DULUTH, GA 30096
TEL: (770) 767-5643 FAX: (770) 535-2286

GENERAL SERVICES ADMINSTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST

"MAS – Industrial Products and Services"

Multiple Award Schedule-Solicitation 47QSMD20R0001

Food Service Equipment, Supplies and Services, Kitchen Management Solutions, Emergency and Non-Emergency Food Service Support, Refrigeration, Cooking, Dishwashing, Food Preparation and Storage Equipment, and Other Miscellaneous Food Industry Items.

Contract Number: GS-07F-0356T

Contract Period: May 15, 2022 - May 14, 2027

Citisco, Inc.
Dba Food Service Equipment.
3445 Breckinridge Blvd
Duluth, GA 30096
Phone: (770) 535-3700
Fax: (770) 535-2286
Point of Contact: Eric Thornton – ericthornton@citisco.com
Elizabeth Botello – lbotello@citisco.com

Business Size: Small

http://www.citisco.com

FEDERAL ID NUMBER: 58-0194520
DUNS Number: ZC8MF2WXT1V4

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through ***GSA Advantage***!™, a menu-driven database system. The INTERNET address for ***GSA Advantage***™ is: http://www.gsaadvantage.gov. For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at http://www.fss.gsa.gov.

citisco
FOOD SERVICE EQUIPMENT

COMMERCIAL KITCHEN / DINING EQUIPMENT & SUPPLIES
3445 BRECKINRIDGE BLVD DULUTH, GA 30096
TEL: (770) 767-5643 FAX: (770) 535-2286

INFORMATION FOR ORDERING ACTIVITIES:

1. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SIN's):

333241	Food Preparation Equipment
335220	Sanitation and Ware-washing Equipment
336999	Food Center Concepts.
314120	Lodging and Hospitality Supplies and Services
333415REM	Refrigeration Equipment
332215T	Cooking Utensils
325611	Cleaning Products
OLM	Order level materials

2. MAXIMUM ORDER*: $300,000 per SIN.
SIN 325611 & OLM: $250,000

* This maximum order is a dollar amount at which it is suggested that the ordering agency request higher discounts from the contractor before issuing the order. The contractor may: (1) offer a new lower price, (2) offer the lowest price available under the contract, or (3) decline the order within five (5) days. In accordance with the Maximum Order provisions contained in the Schedule, a delivery order may be placed against the Schedule contract even though it exceeds the maximum order.

3. MINIMUM ORDER: $100.00

4. GEOGRAPHIC COVERAGE: Within the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, U.S. Territories, and a port or consolidation point within the aforementioned areas, for orders received from overseas deliveries.

5. POINTS OF PRODUCTIONS: Various (Call for specific information).

6. DISCOUNT: Basic discounts varies by brand from the accepted price list. (For calculation of the GSA schedule price (price paid by customers ordering from the GSA schedule, and the price to be loaded in to GSA advantage), the contractor should deduct the appropriate basic discount from the list price and adding the prevailing IFF rate to the negotiated discounted price (net GSA price). Current IFF rate is .75%

7. QUANTITY DISCOUNT: None

8. PROMPT PAYMENT TERMS: Net 30

9a. GOVERNMENT PURCHASE CARDS: Are accepted at or below the micro-purchase threshold.

9b. GOVERNMENT PURCHASE CARDS: Are accepted above the micro-purchase threshold.

10. FOREIGN ITEMS: None.

11a. TIME OF DELIVERY: 30 DARO

11b. EXPEDITED DELIVERY: 15 DARO

11c. OVERNIGHT AND 2-DAY DELIVERY: Overnight and 2-day delivery may be available. Contact the Contractor for rates.

11d. URGENT REQUIREMENTS: Agencies can contact the Contractor's representative to affect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

12. F.O.B. POINT: Origin, Free freight for equipment orders in excess of $10,000 and small ware orders in excess of $500.

13. ORDERING ADDRESS: Citisco, Inc.
Dba Food Service Equipment.
3445 BRECKINRIDGE BLVD
DULUTH, GA 30096
Phone: (770) 767-5643
Fax: (770) 535-2286

13b. ORDERING PROCEDURES: Ordering activities shall use the ordering procedures described in Federal Acquisition Regulation 8.405 when placing an order or establishing a BPA for supplies or services. The ordering procedures, information on Blanket Purchase Agreements (BPA's) and a sample BPA can be found at the GSA/FSS Schedule homepage (fss.gsa.gov.schedules).

14. PAYMENT ADDRESS: Citisco, Inc.

COMMERCIAL KITCHEN / DINING EQUIPMENT & SUPPLIES
3445 BRECKINRIDGE BLVD DULUTH, GA 30096
TEL: (770) 767-5643 FAX: (770) 535-2286

Dba Food Service Equipment.
3445 BRECKINRIDGE BLVD
DULUTH, GA 30096
Phone: (770) 767-5643
Fax: (770) 535-2286

15. **WARRANTY PROVISIONS:** Standard Commercial Warranty. Customer should contact contractor for a copy of the warranty.

16. **EXPORT PACKING CHARGES:** N/A

17. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:** (any threshold above the mircopurchase level)

18. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR:** N/A

19. **TERMS AND CONDITIONS OF INSTALLATION:** N/A

20. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES:** N/A

21. **LIST OF SERVICE AND DISTRIBUTION POINTS:** N/A

22. **LIST OF PARTICIPATING DEALERS:** N/A

23. **PREVENTIVE MAINTENANCE:** N/A

24a. **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficienty, and/or reduced pollutants):** N/A

24b. **Section 508 Compliance for Electronic and Information Technology (EIT):** N/A

25. **DATA UNIVERSAL NUMBER SYSTEM (DUNS): ZC8MF2WXT1V4**

26. **Notification Regarding Registration in System for Award Management (SAM) Database: Contractor has an Active Registration in the SAM database.**

COMMERCIAL KITCHEN / DINING EQUIPMENT & SUPPLIES
3445 BRECKINRIDGE BLVD DULUTH, GA 30096
TEL: (770) 767-5643 FAX: (770) 535-2286

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Donohoo Chevrolet LLC for 13 Chevrolet Tahoe 4X4 PPV SUVs for MFRD.
Fleet Capital

Amount of Contract:

$674,797.76

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20231130 Donohoo Agenda Package POs	Cover Memo	11/30/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	11/30/2023 - 2:15 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
1655	2024	(1510) FIRE ADMINISTRATION	13 CHEVROLET TAHOE 4X4 PPV SUVS FOR MFRD (SEALED BID 5840, NEGOTIATED PRICE/VENDOR)	$674,797.76	(293039) DONOHOO CHEVROLET LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00001655-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
DONOHOO CHEVROLET LLC	FIRE CENTRAL SUPPLY
1000 GREENHILL BLVD NW	2851 OLD SHELL ROAD
	MOBILE, AL 36607
FORT PAYNE, AL 35967	RICHARDSONV@CITYOFMOBILE.ORG
Tel#256-273-4862	Delivery Reference
Fax 256-845-6974	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/07/23	293039				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
001	TRUCK SPORT UTILITY VEHICLE (SUV) AS FOLLOWS: Additional Description Notes --- STOCK 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial In the color: Summit White STOCK 2024 4X4 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial In the color: Summit White WHITE IN COLOR,POLICE WIRING, FRONT SEAT 40/20/40 SLIT-BENCH WITH 20% DELETE; 4 SETS OF KEYS VENDOR IS QUOTING 2024 CHEVROLET TAHOE PPV. INITIALLY BASED ON PER YOUR PRICE QUOTE ON 9-6-2023 WITH THE UNDERSTANDING THAT THE PRICE MAY INCREASE OR DECREASE ONCE THE OFFICAL CHEVROLET PRICING FOR THE 2024 TAHOES ARE RELEASED. CURRENT PRICING IS BASED ON YOUR EMAIL PRICE ADJUSTMENT DATED 10/30/2024 THE FOLLOWING OPTIONAL ITEMS ARE TO BE INCLUDED IN THIS ORDER FOR EACH UNIT: 6C7 AUXILLARY INTERIOR DOME LIGHT AT $170.00 PER UNIT 6J3 WIRING FOR GRILLE LAMPS AND SPEAKER AT $92.00 PER UNIT 2 EXTRA KEYS PLUS PROGRAMMING AT $179.52 FOR THE KEY AND $95.00 FOR THE	13.00 EACH	51907.52000	674797.76

Bill To	Requisition 00001655-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
DONOHOO CHEVROLET LLC	FIRE CENTRAL SUPPLY
1000 GREENHILL BLVD NW	2851 OLD SHELL ROAD
	MOBILE, AL 36607
FORT PAYNE, AL 35967	RICHARDSONV@CITYOFMOBILE.ORG
Tel#256-273-4862	Delivery Reference
Fax 256-845-6974	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/07/23	293039				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	PROGRAMMING FPR EACH KEY FOR A TOTAL OF $274.52 PER UNIT.			
	DELIVERY TO THE CITY OF MOBILE 351 MILES AT $2.00 PER MILE FOR A TOTAL OF $702.00			
	TOTAL PER UNIT DELIVERED TO THE CITY OF MOBILE IS $51,907.52			
	PRICING IS A NEGOIATED PRICE AS THERE WERE NO RESPONSES TO CITY OF MOBILE BID 5840, ALABAM ALW ALLOWS US TO NEGOIATE WITH A VENDOR IF PRICING OIS NOT RECEICED VIA BID AND PRICING IS LOWER THAN PRICING EXPECETED			
	Vendor Item			
	Inventory Item/Loc 724			
1	7000.40.20.0000.0000.2070.0000.0000.47120.			
	E MP01522 .VEHICLEEXP. .			674797.76
	Ship To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
	Delivery Reference			
	VICTORIA RICHARDSON			

Bill To	Requisition 00001655-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 3

Vendor	Ship To
DONOHOO CHEVROLET LLC 1000 GREENHILL BLVD NW FORT PAYNE, AL 35967 Tel#256-273-4862 Fax 256-845-6974	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
11/07/23	293039				FIRE ADMINISTRATION

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

Requisition Link

Requisition Total 674797.76

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

Account	Amount	Remaining Budget
E MP01522 .VEHICLEEXP. .	674797.76	350915.75

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	674797.76	21895366.45
MOTOR POOL EXP	VEHICLE ACQ (GREATER $5000)	

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

Activity	Date	Clerk	Comment
Approved	11/08/23	CHARLES SUMRALL	
Approved	11/08/23	SHONNDA SMITH	Auto approved by: 910518527
Approved	11/08/23	JAMES DELAPP	
Approved	11/08/23	CHERI BOUCHER	Auto approved by: 910518527
Approved	11/08/23	CASI CALLAWAY	Auto approved by: 910518527
Approved	11/30/23	DONALD ROSE	Auto approved by: 9105paij
Approved	11/30/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	11/30/23	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	11/30/23	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	11/30/23	JOHN PAINE	
Approved	11/30/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To	Requisition 00001655-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
DONOHOO CHEVROLET LLC	FIRE CENTRAL SUPPLY
1000 GREENHILL BLVD NW	2851 OLD SHELL ROAD
	MOBILE, AL 36607
FORT PAYNE, AL 35967	RICHARDSONV@CITYOFMOBILE.ORG
Tel#256-273-4862	Delivery Reference
Fax 256-845-6974	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/07/23	293039				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
8/31/2023	**5840**	**Motor Pool**	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: **4:45 PM, Tuesday, September 5, 2023**

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.

POLICE PACKAGE TAHOES

Appx 50-55

2024 Tahoe P.P.V. units with the following: white in color, LED spotlight, police wiring, front 40/30/40 split bench seat with 20% delete, and 4 sets of keys.

Price per unit delivered FOB Mobile: $_____

Alternatively, presuming General Motors has not released pricing sheet on or before 8:00 am, Monday, September 4, 2023, published manufacturer's pricing sheet expressed as a percentage markup (positive number) or discount (negative number).

Price per unit delivered FOB Mobile to Price adjustment:

_____%

City will have the option to select bidder based on the best value to the City as either fixed price or percent price adjustment.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. **IF** a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

Vendor must have:

- Sold police package Tahoes in the last 12 months.
- Access to Fleet Police vehicle pricing.

Vendor shall submit bids prior to 4:45 pm, Tuesday, September 5, 2023.

Bids may be submitted and received via UPS, FedEx or in-person to 205 Government Street, 4th Floor, South Tower, S-408, Mobile, AL 36644; or electronically to purchasing@cityofmobile.org. Electronic bid documents must be in PDF form—signed and dated. Faxed bid responses will NOT be accepted.

The City will issue a Purchase Order on Wednesday, September 6, 2023.

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 thisrequirement 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.

For questions: Contact the City of Mobile Purchasing Department at 251-208-7434 or email 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.

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Submitted by:

Jennifer Greene, Director of Programs and Project Management

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

The attached change order is for an amendment to the CE&I contract between the City of Mobile and Moffatt and Nichol, Inc. for the Three Mile Creek Dredging Project. An original contract was adopted between the City of Mobile and Mobile and Moffatt and Nichol, Inc., Resolution 21-611, on May 30, 2023. This amendment increases their contract in the sum of $14,500 to account for the increased work noted below. Executed Change Order #1 to the contract between the City of Mobile and Blue Diving and Salvage, LLC increased the amount of work being done by the contractors, and extended the limits of the project for material dredging due to additional plant growth and sedimentation that had occurred (Resolution 13-1194). This extended the project end date by approximately 2 months. The attached change order will allow continued project coordination, construction observation and closeout, by Moffatt and Nichol, Inc., for the additional added dredging. Funding from the original grant budget remains to cover this proposed fee, and has been approved by NFWF.

Amount of Contract:

$47,811

Effective Date of Contract:

12/5/2023

Funding Source

Project # Three Mile Creek Dredging Project 2020-2045-06 **Discretionary Funds** N/A

Project String G-NFWFII **Contract Number:**4505

Budget Amendment **REDUCE** N/A **INCREASE** $14,500

Grant Funds $14,500 **Matching Funds** $0 (no matching funds)

ATTACHMENTS:

Description	Type	Upload Date
Cover Letter	Cover Memo	11/30/2023
Resolution	Resolution Letter	11/30/2023
Change Order #1	Backup Material	11/30/2023
M&N Justification	Backup Material	11/30/2023
Original Contract	Backup Material	11/30/2023

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Greene, Jennifer	Approved	11/30/2023 - 11:50 AM
Accounting	Threadgill, Randy	Approved	11/30/2023 - 1:11 PM
Legal	Kern, Chris	Approved	11/30/2023 - 2:14 PM
Legal	Kern, Chris	Approved	11/30/2023 - 2:27 PM
Mayors Office	Montgomery, Brandi	Approved	11/30/2023 - 3:02 PM

November 28, 2023

Dear Councilmembers:

The attached change order is for an amendment to the CE&I contract between the City of Mobile and Moffatt and Nichol, Inc. for the Three Mile Creek Dredging Project. An original contract was adopted between the City of Mobile and Mobile and Moffatt and Nichol, Inc., Resolution 21-611, on May 30, 2023. This amendment increases their contract in the sum of $14,500 to account for the increased work noted below.

Executed Change Order #1 to the contract between the City of Mobile and Blue Diving and Salvage, LLC increased the amount of work being done by the contractors, and extended the limits of the project for material dredging due to additional plant growth and sedimentation that had occurred (Resolution 13-1194). This extended the project end date by approximately 2 months.

The attached change order will allow continued project coordination, construction observation and closeout, by Moffatt and Nichol, Inc., for the additional added dredging. Funding from the original grant budget remains to cover this proposed fee, and has been approved by NFWF.

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

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Public Works

2023

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, Change order No. 1 to the contract, by and between the City of Mobile and the company listed below, for work as outlined in the Change Order attached hereto and made a part hereof as set forth in full, subject to the company signing the Change Order. A copy of said executed agreement will be on file in the office of the City Clerk.

Name of Company:	Moffatt and Nichol, Inc.
COM Project Name:	Three Mile Creek Dredging
COM Project Number:	G-NFWFII
Not to Exceed Cost:	$62,311.00

Adopted:

_____

City Clerk

CITY OF MOBILE
Programs and Project Management
205 Government Street, 2nd Floor
Mobile, AL 36602

PROJECT: NFWF Phase II Mobile Bayshore Habitat Conservation and Acquisition Initiative Three Mile Creek Dredging CE&I

CHANGE ORDER NO: (1) One

DATE: November 28, 2023

TO CONTRACTOR: Moffatt and Nichol, Inc.

PROJECT NO: G-NFWFII

ADDRESS: 11 N. Water St Suite 20220
Mobile, AL 36618

CONTRACT DATE: May 30, 2023

TERMS: The total contract sum will increase by $14,500.00 for a new sum of $62,311.00.

THE CONTRACT IS CHANGED AS FOLLOWS:

Original Contract Sum:	$47,811.00
Net change by previously authorized change orders:	$0
Contract Sum prior to this Change Order:	$47,811.00
Contract Sum will **INCREASE** by this Change Order in the amount of:	$14,500.00
New Contract Sum including this Change Order will be:	$62,311.00

NOT VALID UNTIL SIGNED BY THE OWNER.

James A. DeLapp, Exec. Director Public Works

William S. Stimpson, Mayor

Accepted By:

Moffatt and Nichol, Inc.
Supervisory Coastal Scientist
Eldon Blancher

ATTEST:

City Clerk

Date

moffatt & nichol

Scope of Services

AMENDMENT - CONSTRUCTION ENGINEERING AND INSPECTION FOR TMC (CHANGE ORDER)

Prepared for:

City of Mobile
205 Government Street
Mobile, AL 36602

Prepared by:

MOFFATT & NICHOL
11 N. Water Street
Suite 20220
Mobile, AL 36602
Tel: (251) 378-9006

Background on Amendment

M&N proposes to amend our current contract for the NFWF Phase II Mobile Bayshore Habitat Conservation and Acquisition initiative Three Mile Creek Dredging CE&I (Project No. G-NFWFII) executed on May 30, 2023. The change order for the contractor (Blue-Salvage) is extending the time required for inspection and project close out by approximately two months. There is budget remaining in the NFWF Phase II grant to cover this proposed fee under Task 7 – Implementation Moffatt & Nichol. An amendment for NFWF grant has been approved for these budget reallocations.

Proposed Scope of Services

Moffatt & Nichol proposed scope of services include the following:

- **Three Mile Creek Project Coordination** (NFWF Task 7)
    - Four bi-weekly construction progress meetings (during active construction) are assumed to completion.
    - Deliverables include Bi-Weekly Progress meetings & minutes.
- **Three Mile Creek Construction Observation** (NFWF Task 7)
    - M&N will provide continued engineering support and field presence (construction observer(s)) throughout construction to ensure the project is being constructed as designed and in accordance with the Contract Documents.
    - M&N will assist the City in reviewing contractor submittals, pay applications, responding to requests for information (RFIs), and issuing change orders (if necessary) throughout construction.
    - M&N will provide a construction observer on-site for two (2) days per week during dredging, offloading, and dredged material hauling operations.
    - Once all material within the Hydraulic Restoration Area and Material Transfer Area(s) is removed, M&N will only perform site visits on the following days:
        - One (1) half-day (4 hour) observation for the Substantial Completion Walk-Through
            - A punch-list will be created during this site visit to record any items that may need to be addressed by the awarded contractor prior to the final walk-through.
        - One (1) half-day (4 hour) observation for the Final Walk-Through.
            - M&N will verify all punch-list items have been addressed and determine if the awarded contractor may proceed with project closeout activities.
    - A construction observation report with representative photographs will be submitted by M&N only for those days a construction observer is on-site. However, M&N will continually review information submitted by the awarded contractor throughout construction to ensure quality control.

Schedule

M&N will begin all proposed tasks above immediately upon Notice to Proceed from the City through end of construction.

Compensation

An estimate of fees for the proposed scope of services is included is $14,500 (approximately 100 hours) and M&N will not exceed the estimated fee without prior written consent by the City.

Exhibit B: Rate Schedule

Schedule of Fees (2020)		
	Classification	**Hourly Rate**
Management	Principal Engineer/Scientist	$200.00
	Project Manager	$175.00
Professionals	Supervisory Engineer/Scientist	$250.00
	Senior Engineer/Scientist	$200.00
	Engineer/Scientist III	$160.00
	Engineer/Scientist II	$140.00
	Engineer/Scientist I	$120.00
	Staff Engineer/Scientist	$100.00
Technicians	Designer	$135.00
	Construction Inspector / CADD II	$100.00
	CADD I	$65.00

MOBILE
ALABAMA

NFWF PHASE II MOBILE BAYSHORE HABITAT CONSERVATION AND ACQUISITION INITIATIVE THREE MILE CREEK DREDGING CE&I AND GRANT CLOSEOUT

PROJECT NO. G-NFWFII

CONSULTANT: MOFFATT AND NICHOL, INC.

STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This AGREEMENT made and entered into this 30 day of May, 2023, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **Moffatt and Nichol, Inc.** (hereinafter called the "CONSULTANT").

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CITY COUNCIL - Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Consultant setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity selected by CITY to perform any or all construction services

CONSULTANT - The engineering company assigned to perform professional services for construction engineering and inspection services for this project. The engineering company so assigned to this project is **Moffatt and Nichol, Inc. .**

NOTICE TO PROCEED - A written notice to proceed issued by the City Engineer either for any phase set out in Section III or for requested additional services.

PROJECT – NFWF PHASE II MOBILE BAYSHORE HABITAT CONSERVATION AND ACQUISITION INITIATIVE This Agreement is for the following items: 1. construction engineering and inspection services for construction of the dredging of the historic Three Mile Creek Channel, and 2. Project closeout. **The construction engineering and inspection services and project closeout include items as described in Section III of the contract as directed by the CITY, depending on the needs of the City.** See Exhibit A for the location of the project.

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 CITY ENGINEER.

Projects may require some or all of the following tasks, which shall be performed upon the issuance of a Notice to Proceed identifying the tasks to be performed:

1. Quality Assurance

   The CONSULTANT shall require the CONTRACTOR to ensure quality assurance during construction. The CONTRACTOR's quality assurance shall be conducted in general conformance to procedures set forth in the STANDARD SPECIFICATIONS and the requirements of the NPDES Storm Water Discharge General Permit. The CONSULTANT shall require the CONTRACTOR to maintain on-site a copy of the STANDARD SPECIFICATIONS and shall ensure that all of the personnel involved in the construction phase of the project are thoroughly familiar with the provisions of the STANDARD SPECIFICATIONS.

2. Compliance with Plans and Specifications

   The CONSULTANT shall enforce all requirements of the plans and specifications for compliance with quality, quantity, materials, and measurements excluding safety.

   a. The CONSULTANT shall ensure that materials (if any) comply with specification.

   b. The CONSULTANT shall review construction invoices, verify quantities, and certify accuracy for approval and payment by the CITY.

   c. The CONSULTANT shall provide construction administration and be in responsible charge of the project.

3. Project Observation

   a. The CONSULTANT shall appoint a competent observer, 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 the registered Professional Engineer. The observer shall be experienced and qualified to determine the requirements of the plans and specifications. The CONSULTANT shall submit the observer's qualifications in written format to the PROJECT MANAGER prior to the start of construction. The PROJECT MANAGER shall approve any substitution of key staff or additional staff not shown in CONSULTANT's proposal prior to appointment by the CONSULTANT.

      The CITY reserves the right to require replacement of any observer considered to be unqualified for the work. The duty of the observer is to determine CONTRACTOR compliance with the plans and specifications. Nothing contained herein shall be construed to mean that the observer or the CONSULTANT controls or assumes any responsibility for the manner, means or methods in which the CONTRACTOR performs the work.

   b. The CITY reserves the right to appoint department representatives to observe all plans and works of the CONSULTANT. The appointed CITY representatives shall have access to all plans, drawings, specifications and reports of the CONSULTANT relating to the PROJECT.

a. The CONSULTANT will be required to maintain strict review of progress of the project construction. CONTRACTOR progress shall be shown by pay application and submittals required under specifications..

Any discrepancies between the CONTRACTOR and the CONSULTANT regarding the submittals or pay applications must be resolved promptly. Discrepancies not resolved within ten (10) working days of the original report date shall be documented by the CONSULTANT and delivered to the PROJECT MANAGER. At this time, the PROJECT MANAGER will intervene and resolve the dispute. The PROJECT MANAGER resolution shall be accepted by and binding on both the CONSULTANT and the CONTRACTOR. If the CONTRACTOR has not informed the CONSULTANT in writing of any disagreement with the submittal or pay application within ten (10) work days of the original report date, such submittal or pay application 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 CONTRACTOR to notify the CONSULTANT of the time and location work on the project will resume.

b. Bi-Weekly Progress meetings will be held by CONSULTANT during active construction and at the discretion of the PROJECT MANAGER.

c. The CONSULTANT will provide once daily updates on days when CONSULTANT is on-site.

d. The CONSULTANT review the CONTRACTOR's schedule and ensure it is updated weekly and provided to the CITY.

C. PROJECT CLOSEOUT

CONSULTANT shall provide "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 by a registered Professional Engineer licensed in the State of Alabama.

All final quantities and necessary supporting information, to include Alabama Department of Conversation and Natural Resources and NFWF GEBF requirements, shall be prepared and 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 STANDARD SPECIFICATIONS. CONSULTANT shall submit to the PROJECT MANAGER all documentation required for project closeout as outlined in EXHIBIT C.

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

A. The CONSULTANT 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

calculation, that percentage of completion calculation shall be reasonably determined by the PROJECT MANAGER.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the performance of the professional services, or the deliverables listed in Section III, CITY agrees to pay the CONSULTANT, as compensation for such professional engineering services, as shown in the Fee Schedule in Exhibit B. CONSULTANT shall invoice monthly on a time and materials basis for services performed the prior month, and CITY agrees to make payment within thirty (30) days receipt of CONSULTANT's properly submitted invoice.

1. It is mutually agreed that compensation to the CONSULTANT will be as follows:

   a. Upon letting of the contract for construction of this project, compensation to the CONSULTANT shall continue to be based on work performed and documented. The CONSULTANT's invoice shall be submitted with the CONTRACTOR'S monthly pay application. Full payment cannot be paid to the CONSULTANT until all close out documents have been received and retainage is released to the CONTRACTOR. See Exhibit C for requirements for closing the PROJECT. The Fee Disbursement Schedule attached hereto as 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 B, unless otherwise authorized by the CITY in its sole discretion. Payment for work performed in Section III of this agreement shall not exceed $47,811.00 (Forty-seven Thousand Eight Hundred Eleven and Zero Cents).

   b. Failure to perform any service identified in a NOTICE TO PROCEED, which CITY and CONSULTANT have mutually agreed in writing will be performed shall result in an equitable deduction from CONSULTANT's compensation, without limitation or waiver of any other remedy available to City for such failure. In the event of termination of this CONTRACT due to failure by the CONSULTANT to perform any and/or all of the CONSULTANT's obligations in accordance with the professional standard of care, and in a prompt and efficient manner reasonably satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its reasonable choice to complete the PROJECT. The CONSULTANT will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

B. LIMITATION OF CONSULTANT COMPENSATION

Notwithstanding any other provision of this CONTRACT or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases) to be paid the CONSULTANT associated with the above mentioned PROJECT shall not exceed $47,811.00 (Forty-seven Thousand Eight Hundred Eleven and Zero Cents).

CITY or CONSULTANT may request modifications or changes in the scope of work as described in Section III. To the extent that the scope of work to be performed by CONSULTANT has been affected by such change properly approved, CONSULTANT's Compensation and Project Schedule shall be equitably adjusted. All changes shall be set forth in a written Change Order and executed by both parties.

VI. INDEMNITY AND INSURANCE REQUIREMENTS

liability specifically covering the obligations assumed by the CONSULTANT.

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.

D. 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, however the CITY acknowledges that although the coverage is within the policy, no endorsement is available under the Professional Liability Insurance Policy.

2. Additional Insured - All policies of insurance, except those referenced under paragraphs 1 and 2a, shall be endorsed to name City of Mobile as an Additional Insured

3. Primary Insurance - All policies of insurance, except those referenced under paragraphs 1 and 2a, 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 or non-renewal, and in the case of Professional Liability insurance, 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, CONSULTANT 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. CONSULTANT shall also be responsible for delivering policy renewal certificates to the City of Mobile.

VII. E-VERIFY

IN WITNESS WHERE OF, Moffatt & Nichol, a California corporation, registered in the State of Alabama as Moffatt & Nichol, Inc., has caused its name to be signed hereto by Eldon C. Blancher II, its Supervisory Coastal Scientist, duly authorized in full to bind the corporation, and the City of Mobile, a municipal corporation, has caused this instrument to be executed by its Mayor and attested by its City Clerk on the day and year first above written.

CITY OF MOBILE, A Municipal Corporation

By: _____
Its Mayor

ATTEST:

By: _____
Its City Clerk

Moffatt & Nichol

By: _____

Its: Supervisory Coastal Scientist

Address: 11 N. Water St. Suite 20220
Mobile, AL 36602

Telephone: 251-378-9005

EXHIBIT B: CONSULTANT'S FEE SCHEDULE

PROJECT – NFWF PHASE II MOBILE BAYSHORE HABITAT CONSERVATION AND ACQUISITION INITIATIVE PROJECT NO. G-NFWFII

Mobile Bay Shore Habitat Conservation and Acquisition Initiative Phase II

City of Mobile

April 4, 2023

I MAN-HOUR BUDGET BY LABOR COSTS

Task	Classification	Princ.	Project Manager	Superv Engineer	Senior Engineer	Eng III	Eng II	Eng I	Staff Engineer	ACAD Designer	ACAD CADD I	Total Hours	Total Labor Cost
	Rate	$ 200.00	$ 175.00	$ 250.00	$ 200.00	$ 160.00	$ 140.00	$ 120.00	$ 100.00	$ 135.00	$ 65.00		
1	TMC Project Coordination (NFWF Task 7)	-	10	-	-	-	-	-	-	-	-	10	$ 1,750.00
2	TMC Active Construction Observation (NFWF Task 7)	-	10	-	-	-	200	-	-	-	-	210	$ 29,750.00
3	Project Close-out (NFWF Task 4)	53	-	-	-	-	-	-	-	-	-	53	$ 10,574.00
4	Project Bid Support (NFWF Task 6)	-	-	-	-	-	41	-	-	-	-	41	$ 5,737.00
5		-	-	-	-	-	-	-	-	-	-	-	$ -
6		-	-	-	-	-	-	-	-	-	-	-	$ -
	Total Labor Budget	$ 10,574	$ 3,500	$ -	$ -	$ -	$ 33,737	$ -	$ -	$ -	$ -		
	Labor Budget Distribution	22%	7%	0%	0%	0%	71%	0%	0%	0%	0%	314	$ 47,811.00
	Total Labor Hours	53	20	-	-	-	241	-	-	-	-		
	Labor Hours Distribution	17%	6%	0%	0%	0%	77%	0%	0%	0%	0%	100%	
	Man-weeks	1.3	0.5	0.0	0.0	0.0	6.0	0.0	0.0	0.0	0.0	7.8	

II. SUMMARY

Task		Total Cost Labor	Total Cost Subconsultants	Total Cost Travel	Total Cost Miscellaneous	Total Cost
1	TMC Project Coordination (NFWF Task 7)	$ 1,750.00	$ -	$ -	$ -	$ 1,750.00
2	TMC Active Construction Observation (NFWF Task 7)	$ 29,750.00	$ -	$ -	$ -	$ 29,750.00
3	Project Close-out (NFWF Task 4)	$ 10,574.00	$ -	$ -	$ -	$ 10,574.00
4	Project Bid Support (NFWF Task 6)	$ 5,737.00	$ -	$ -	$ -	$ 5,737.00
5		$ -	$ -	$ -	$ -	$ -
6		$ -	$ -	$ -	$ -	$ -
		$ 47,811.00	$ -	$ -	$ -	$ 47,811.00

CONTRACT Not to Exceed **$47,811.00**

CITY DISTRICT:

FUNDING SOURCE: NFWF GEBF

EXHIBIT D: CERTIFICATIONS, AFFIDAVITS & INSURANCE

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	
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 _____ Vets _____ 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: _____

E-mail:_ Phone: _____

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 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.

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:

Supervisory Coastal Scientist of Moffatt & Nichol, 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 Supervisory Coastal Scientist 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 Company is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 1600079.

Eldon C. Blancher, II, Supervisory Coastal Scientist of Moffatt & Nichol

Sworn to and subscribed before me this the 18th day of May, 2023.

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

BRANDI JACKSON
My Commission Expires
March 16, 2025

EXHIBIT E: 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.

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

To provide a bi-annual preventive maintenance program for the security camera system at the Cruise Terminal

Amount of Contract:

$31,488.00 per year for two years

Funding Source

Project # Cruise Terminal - Server & Security Camera Maintenance SC-038-22

Discretionary Funds

Project String 60206020-42200 (Cruise Terminal Professional & Technical operational fund)

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
SC-038-22 Cruise Terminal - Server & Security Camera Maintenance	Cover Memo	11/13/2023

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate Asset Management	Boatwright, Cassie	Approved	11/17/2023 - 9:21 AM
Budget	Sapp, Celia	Approved	11/17/2023 - 11:24 AM
Legal	Kern, Chris	Approved	11/30/2023 -

			1:44 PM
Legal	Kern, Chris	Approved	11/30/2023 - 2:27 PM
Mayors Office	Montgomery, Brandi	Approved	11/30/2023 - 3:01 PM

RESOLUTION

2023

Sponsored by:
Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Revised 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. Revised Contract represents an additional two years of duration and an increase of $62,976.00 A copy of said Revised Contract is on file in the office of the City Clerk.

Name of Company:	CONVERGINT TECHNOLOGIES LLC
Project Name:	MOBILE ALABAMA CRUISE TERMINAL – SERVER AND SECURITY CAMERA MAINTENANCE (3-YEAR SERVICE CONTRACT)
Project Number:	SC-038-22
Amount:	ADDITIONAL FUNDS FOR CONTRACT YEAR TWO 2023-2024: ADDITIONAL $31,488.00 YEAR THREE 2024-2025: ADDITIONAL $31,488.00

Adopted:

_____
City Clerk

SERVICE CONTRACT AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR STIPULATED SUM (HEARAFTER "AGREEMENT")

This **AGREEMENT** made and entered into this _____ day of _____ 2023,

BETWEEN the **Owner**:

CITY OF MOBILE
205 Government Street
P.O. Box 1827
Mobile, Alabama 36633-1827

And the **CONTRACTOR**:

CONVERGINT TECHNOLOGIES LLC
714 Cahaba Valley Circle
Pelham, Alabama 35124

City of Mobile Business License Number: 102859
City of Mobile Vendor Number: 295375
Secretary of State of Alabama Entity Number: 000-604-148

for the following **PROJECT**:

3-Year Service Contract –
Server and Security Camera Maintenance
Mobile, Alabama Cruise Terminal
201 South Water Street
Mobile, Alabama 36602

PROJECT NUMBER:

SC-038-22

County of Mobile
City of Mobile, Alabama

WITNESSETH, that this Service Contractor and City, for the considerations stated herein, agree as follows:

ARTICLE 1. Statement of Work to be Performed

1.1 The Contractor shall furnish all labor, material, equipment, and insurance to perform a bi-annual preventive maintenance program for the City of Mobile Alabama Cruise Terminal Security Camera System and be available for emergency services to assess the causes of outages and make all necessary repairs and all times (24/7/365).

ARTICLE 2. Term of Contract

2.1 The Term of the Contract is for a period of three (3) years, commencing on the date of the written Notice to Proceed issued by the Owner.

ARTICLE 3. Contract Sum

3.1 The City shall pay the Contractor for the Term of the Contract, for time and material, subject to additions and deductions provided therein, in current funds, a Total Contract Sum as follows:

TOTAL CONTRACT SUM:

Ninety-Six Thousand Four Hundred and 00/100 Dollars (Amount in Words)	$ 96,400.00 (Amount in Figures)

SCHEDULE OF VALUES:

First Year (Initial Term)	Bi-Annually	$16,712.00	April 2022
		$16,712.00	October 2022
	1st Year Total	$33,424.00	
Second Year (First Additional Term)	Bi-Annually	$15,744.00	April 2023
		$15,744.00	October 2023
	2nd Year Total	$31,488.00	
Third Year (Second Additional Term)	Bi-Annually	$15,744.00	April 2024
		$15,744.00	October 2024
	3rd Year Total	$31,488.00	

HOURLY LABOR RATES: The hourly labor shall include all cost of labor, overhead and transportation. The hours for which payment shall be made will be for the time on the jobsite only. The City does not guarantee any minimum number of hours and will pay only for the actual number of hours authorized and worked.

Service Technician	
Regular Working Hours (M-F, 8:00 AM-5:00 PM)	$135.00 / hour
Overtime Hours	$202.00 / hour

PARTS/MATERIALS: for furnishing equipment, parts or other materials

Service Contractor's Direct Cost plus Ten Percent (10%)

If Additional Services are required due to circumstances beyond the Service Contractor's control, the Service Contactor shall give written notice to the Owner and obtain written authorization from the Owner before commencing such services. The Service Contractor's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the services.

ARTICLE 4. Payments

4.1 The City shall pay the Service Contractor on account of the Contract as follows:

A. Payments shall be made bi-annually for completed work as specified.

B. Two (2) original invoices shall be delivered to the Building Services Project Manager for review. Invoices shall list all facilities services and shall provide unit pricing in accordance with the approved Schedule of Values (Section 3.1 above).

C. Payments shall be made in accordance with the accepted Schedule of Values listed in the Section 3.1 above.

ARTICLE 5. Termination of the Contract

5.1 The Owner or Service Contractor may terminate the Contract upon thirty (30) days written notice. The Owner shall pay the Service Contractor for work executed and for proven loss with respect to materials, equipment, tools and reasonable overhead.

5.2 The Owner shall not make payment to the Service Contractor for profit and damages, as the result of terminating the Contract.

ARTICLE 6. Contract Documents

6.1 The contract documents consist of this Agreement and the Specificatons, Addenda issued prior to the execution of the Contract, The Service Contractor's Proposal as accepted by the City, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. This Instrument (Agreement);
2. Scope of Work, dated February 24, 2022;
3. Bid Form, dated February 24, 2022;
4. Alabama Secretary of State Entity Documentation;
5. E-Verify Documentation; and
6. Certificate of Insurance with Endorsements.

ARTICLE 7. Insurance

7.1 Required coverage

7.1.1 For the term of this Agreement, Service Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this Contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Comprehensive Liability Insurance (occurrence form) including coverage for premises, products and complete operations, and blanket contractual liability, specifically covering the obligations assumed by the Service Contractor.

1. Bodily Injury Liability:
   $1,000,000 each person
   $1,000,000 each occurrence
2. Property Damage Liability – $1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above:
   Bodily injury and property damage combined – $1,000,000 per occurrence
4. General Aggregate Limit shall apply on a "Per Project" Basis.

B. Comprehensive Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles.

1. Bodily Injury Liability:
   $1,000,000 each person
   $1,000,000 each occurrence
2. Property Damage Liability – $1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above:
   Bodily injury and property damage combined – $1,000,000 per occurrence

C. Excess/Umbrella Liability Insurance

1. $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.
2. Providing following form coverage for Employer's Liability, Comprehensive General Liability and Automotive Liability.

D. Workers' Compensation Insurance – in the amounts required by all applicable laws, rules or regulations of the State of Alabama.

7.1.2 If the Certificate of Insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Service Contractor's covenant that it does not own any vehicles, and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination, delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

7.1.3 Waiver of Subrogation – all policies of insurance shall be endorsed to waive rights of subrogation in favor of the City of Mobile.

7.1.4 Additional Insured – all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to name City of Mobile as an Additional Insured.

7.1.5 Primary Insurance – all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile.

7.1.6 Certificates of Insurance – prior to execution of the Agreement, Service Contractor shall deliver to the City of Mobile certificates of insurance certifying the existence and limits of the insurance coverages, noting applicable endorsements, described above, and shall deliver same and renewals thereof to the City of Mobile. The certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

7.2 General
7.2.1. A Surety authorized to do business in the State of Alabama shall execute and furnish all insurance. Insurance produced outside of the State of Alabama must be signed or countersigned by a Resident Agent of the State of Alabama, with resident agent's name, address and telephone number typed or printed on form.

ARTICLE 8. Miscellaneous Provisions

8.1 Breach of Contract: In the event of any breach or apparent breach by the Service Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Service Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

8.2 This Agreement including Project Construction Documents and accepted alternates represents the entire and integrated Agreement between the Owner and Service Contractor, and supersedes all prior negotiations, representations or any standards as a part of the Agreement, either written or oral. The Owner and Service Contractor may amend this Agreement only by written instrument signed by both parties.

8.3 All covenants, agreements, and stipulations of this Agreement (except warranties) shall remain in full fore 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 Service Contractor may extend the Agreement time with any litigation or in connection merely with advice and representation provided without litigation.

8.4 Indemnification: The Service Contractor shall indemnify, defend and hold harmless the 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 Service 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. Service Contractor hereby confirms and agrees that the Service Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

8.5 In the event of any breach or apparent breach by Service Contractor of any of its obligations under the terms of this Agreement, and in the further event that the 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, Service Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which the City may incur with respect to the City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advise and representation provided without litigation.

8.6 This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

8.7 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 in Mobile, Alabama.

8.8 Service Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City permits may be obtained at no cost to the Service Contractor.

8.9 Service Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as the City may from time to time request, to indicate that it is an independent contractor. The City does not and will not assume any responsibility for the means by which or the manner in which the services by the Service Contractor provided for herein are performed, but on the contrary, Service Contractor shall be wholly responsible, therefore.

8.10 Anti-Discrimination: Service Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent (15%) of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

8.11 Service Contractor shall provide two (2) copies of invoices to the Building Services Department. Payment shall be made only upon successful completion of the project, and receipt and approval by the Owner of all required close-out documents.

8.12 The City may terminate the contract upon thirty (30) days' written notice. Notice from the City shall be mailed to the address provided by the Service Contractor on this form. The City shall not be liable for payment to the Service Contract for lost profit or damages, as the result of its termination of the contract.

8.13 Claims, disputes or other matters in question between the parties to the Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.

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

8.15 Non-Assignment Clause: Neither this Agreement nor any rights under this Agreement may be assigned by any party, without the prior written consent of the other party.

ARTICLE 9. Severability Clause

9.1 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.

ARTICLE 10. Immigraton Laws

10.1 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. 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.

ARTICLE 11. Public Contracts with Entities Engaging in Certain Boycott Activities

11.1 By signing this contract, the Service Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott ofperson or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

Remainder of Page Left Intentionally Blank

ARTICLE 12. Signature
IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Contractor by such duly authorized officers or individuals as may be required by law.

OWNER:
City of Mobile

Signature

William S. Stimpson
Mayor, City of Mobile

SERVICE CONTRACTOR:
Convergint Technologies, LLC

Signature

MICHAEL BARNES BUSINESS DEVELOPMENT MANAGER
Printed Name and Corporate Title

(Corporate Seal if applicable)

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF Baldwin

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Michael Barnes as _____ of _____ and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of _____.
Sworn to and subscribed for me this 08 day of November, 2023.

Ashley E Castello
Notary Public Signature
My commission expires: 08/10/2027

ASHLEY E CASTELLO
MY COMMISSION EXPIRES
AUGUST 10, 2027
NOTARY PUBLIC
STATE OF ALABAMA

EXHIBIT A
SCOPE OF WORK
Service Contract – Server and Security Camera Maintenance
Mobile, Alabama Cruise Terminal
February 24, 2022

1. Upon receipt of Notice to Proceed, Contractor must inventory all cameras associated hardware that will be covered under the Service Contract. All cameras will need to be updated with firmware at least once a year. All servers covered under this Contract shall have firmware updated.

2. Report and coordinate in with owner's representative. Vendor will provide two (2) comprehensive yearly preventive maintenance inspection for all cameras and network infrastructure.

3. Clean Cameras lenses, with appropriate lens cleaner, and housing as necessary. Check lensed for correct focusing and operation of auto-ins and adjust as necessary. Check lenses for correct field of view and adjust as necessary.

4. Visually inspect all major components (including cabling and connections where accessible) for signs of deterioration or damage and rectify as necessary. Network hardware can only be accessed in coordination with the MIT Department for the City of Mobile. All other physical needs such as network cabling to the respective cameras can be done by Contractor.

5. Check Network integrity for any increase in latency or congestion. Clean all network switches of any accumulated dust/grime.

6. Insure that all network hardware has adequate ventilation as required for proper operation. Check all network security protocols are in place and operational.

7. Check all network security protocols are in place and operational.

8. Clean all servers of any debris that may be impeding airflow.

9. Camera firmware updates shall be checked for most current version and be applied as necessary.

10. Provide a written, bi-annual, report of completed work and indicate any uncorrected deficiencies detected to Cruise Terminal Contract Administrator.

Service Contract- Server and Security Camera Maintenance
Mobile, Alabama Cruise Terminal
Project # SC[redacted]-22-075
February 24, 2022

QUOTE:

Company Name: Convergint

Company Address: 714 Cahaba Valley Circle, Pelham, AL, 35124

Office Phone #: 205-259-7360 **Fax # :** _____

Email Address: Sam.Pistrui@Convergint.com

City of Mobile Business License No.: 102859 Reference 13436

In compliance with the Request for Quotes documents prepared by the City of Mobile, Facility Maintenance Department, dated February 24, 2022 the Contractor hereby proposes to furnish all labor, materials, tools, equipment and supplies and to sustain all expenses incurred in performing the Scope of Work for the amount listed below. Service Contractor acknowledges receipt of Addendum No. N/A and dated 04/06/2022.

- Quotes shall include all applicable sales and use taxes.
- Quotes shall be provided in whole dollar amount with no cents.

SCHEDULE OF VALUES:

First Year (Initial Term) Mobile, Alabama Cruise Terminal	Bi-annually	$16,712.00	Apr. 2022
		$	
		$16,712.00	Oct. 2022
		$	
	Year 1 Total	$33,424.00	
Second Year (First Additional Term) Mobile, Alabama Cruise Terminal		$15,744.00	Apr. 2023
		$	
	Bi-annually	$15,744.00	Oct. 2023
		$	
	2nd Year Total	$31,488.00	
Third Year (Second Additional Term) Mobile, Alabama Cruise Terminal		$15,744.00	Apr. 2024
		$	
	Bi-annually	$15,744.00	Oct. 2024
		$	
	3rd Year Total	$ 31,488.00	

Total (First, Second, & Third Year) $ 96,400.00

HOURLY LABOR RATES: The hourly labor shall include all costs of labor, overhead and transportation. The hours for which payment shall be made will be for the time on the job site only. The City does not guarantee any minimum number of hours and will pay only for the actual number of hours authorized and worked.

Service Technician	
Regular Working Hours(M-F, 8am-5pm)	$ 135 /hour
Overtime Hours	$ 202 /hour

Parts/Material: for furnishing equipment, parts or other materials:
Service Contractor's Direct Cost plus **Ten Percent (10%)**

Contact Name: Sam Pistrui

Contact Phone #: _____ **Cell #:** 832-493-3877

E-mail Address: Sam.Pistrui@convergint.com

Signature: Sam Pistrui **Date:** 04/06/2022

Printed Name: Sam Pistrui **Title:** Account Executive

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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	Convergint
Address	283A Cahaba Valley Pkwy N, Pelham, AL 35124
Telephone	(205) 259-7360
E-Mail	sam.pistrui@convergint.com

RFP/RFQ Solicitation Number	SC-038-22
Project Description	Mobile Alabama Cruise Terminal - Server & Security Camera Maintenance
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: Sam Pistrui

Signature: Sam Pistrui Digitally signed by Sam Pistrui DN: C=US, E=sam.pistrui@convergint.com, O="Convergint", OU="Account Executive", CN=Sam Pistrui Date: 2023.11.10 08:41:20-06'00' Date: 11/10/2023

Title: Account Executive

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

Name: _____ Title: _____

Email: _____ Phone: _____

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai: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_____ Your Bid/Proposal Amount $_____ Date:

_____/ _____/_____ Description_____

Name of Bidder/Proposer: _____

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only

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 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.

		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)

X
_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

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

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

_____

_____

Alabama Secretary of State

Convergint Technologies LLC	
Entity ID Number	000 - 604 - 148
Entity Type	Foreign Limited Liability Company
Principal Address	ONE COMMERCE DRIVE SCHAUMBURG, IL 60173-5323
Principal Mailing Address	ONE COMMERCE DRIVE SCHAUMBURG, IL 60173-5323
Status	Exists
Place of Formation	Delaware
Formation Date	05/25/2001
Qualify Date	05/02/2002
Registered Agent Name	CORPORATION SERVICE COMPANY INC.
Registered Office Street Address	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
Registered Office Mailing Address	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
Nature of Business	ANY LAWFUL ACTIVITY
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	2021
Transactions	
Transaction Date Principal Office Changed From	12/30/2004 1094 JOHNSON DR BUFFALO GROVE, IL 60089
Transaction Date Registered Agent Changed From	04/15/2011 NATIONAL CORPORATE RESEARCH LTD INC 2527 COLLEGE ST MONTGOMERY, AL 36104
Transaction Date Principal Office Changed From	12/04/2014 1651 WILKENING RD SCHAUMBURG, IL 60173-5323
Transaction Date Registered Agent Changed From	06/02/2017 NATIONAL CORPORATE RESEARCH LTD INC 2094 MYRTLEWOOD DRIVE MONTGOMERY, AL 36111
Transaction Date	02/28/2018

Convergint Technologies LLC	
Agent Mailing Address Changed From	COGENCY GLOBAL INC 2 NORTH JACKSON STREET SUITE 605 MONTGOMERY, AL 36104
Transaction Date	02/28/2018
Registered Agent Changed From	COGENCY GLOBAL INC 2 NORTH JACKSON STREET SUITE 605 MONTGOMERY, AL 36104

Scanned Documents	
Document Date / Type / Pages	05/02/2002 Certificate of Formation 1 pg.
Document Date / Type / Pages	12/30/2004 Principal Address Change 1 pg.
Document Date / Type / Pages	04/15/2011 Registered Agent Change 1 pg.
Document Date / Type / Pages	12/04/2014 Articles of Amendment 2 pgs.
Document Date / Type / Pages	06/02/2017 Registered Agent Change 1 pg.
Document Date / Type / Pages	02/28/2018 Registered Agent Change 2 pgs.

Browse Results New Search

Re: e-Verify

Blaize, Gregg S <gregg.blaize@cityofmobile.org>
Fri 4/29/2022 11:46 AM
To: Janice Baumann <Janice.Baumann@convergint.com>

Ok. I will submit it.

Thanks

Sent from my iPhone

> On Apr 29, 2022, at 11:31 AM, Janice Baumann <Janice.Baumann@convergint.com> wrote:
>
> **CAUTION:** External Email
>
> Hi Gregg,
> We use a third party for background checks and e-Verify, therefore, we are unable to pull that form. However, please see the attached. This has been accepted by others.
> Please let me know if you need anything else.
> Regards,
> Janice
>
> Janice Baumann | Human Resources Business Partner | Convergint
> Gulf and Mid-Atlantic Regions
> F: 847-273-0546
> O: 847-318-3235 E: janice.baumann@convergint.com
> <image001.png>
>
> <Memorandum of Understanding - MOU - E-Verify.pdf>

Client Company ID Number: 127419
Company ID Number: 74219

MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION, EMPLOYER, AND DESIGNATED AGENT REGARDING E-VERIFY

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Designated Agent and the DHS-USCIS respectively.

APPROVED BY:

Employer Convergint Technologies

Leslie V. Evans
Name (Please type or print)

HR Manager
Title

Leslie V. Evans
Signature

6/12/2008
Date

Designated Agent Selection Management Systems, Inc.

Melissa Naegele
Name (Please type or print)

Title

Electronically Signed
Signature

06/13/2008
Date

Department of Homeland Security- Verification Division

Name (Please type or print)

Title

Signature

Date

Client Company ID Number: 127419
Company ID Number: 74219

MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION, EMPLOYER, AND DESIGNATED AGENT REGARDING E-VERIFY

INFORMATION REQUIRED FOR THE E-VERIFY DESIGNATED AGENT PROGRAM

Information relating to Employer's Company:

Company Name:	Convergint Technologies
Company Facility Address:	1651 Wilkening Road Schaumburg, IL 60173
County or Parish:	COOK
Employer Identification Number:	311428978
North American Industry Classification Systems Code:	238
Parent Company:	
Number of Employees:	500 to 999

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/23/2023

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

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

PRODUCER
Willis Towers Watson Midwest, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 **FAX (A/C, No):** 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: XL Insurance America Inc	24554
INSURER B: Federal Insurance Company	20281
INSURER C: XL Specialty Insurance Company	37885
INSURER D: Indian Harbor Insurance Company	36940
INSURER E:	
INSURER F:	

INSURED
Convergint Technologies LLC
One Commerce Drive
Schaumburg, IL 601735323

COVERAGES **CERTIFICATE NUMBER:** W28114593 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	CGD 7422095 01	03/01/2023	03/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	CAD 7459994 02	03/01/2023	03/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			9365-2578	03/01/2023	03/01/2024	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: No If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	CWD 7459993 02	03/01/2023	03/01/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Workers Compensation - WI and Employers Liability Per Statute		Y	CWR 7459998 02	03/01/2023	03/01/2024	EL Each Accident EL Disease-Each Empl. EL Disease-Policy Lmt	$1,000,000 $1,000,000 $1,000,000

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

SEE ATTACHED

CERTIFICATE HOLDER

Proof of Insurance

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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SR ID: 23782173 BATCH: 2866385

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.	NAMED INSURED Convergint Technologies LLC One Commerce Drive Schaumburg, IL 601735323
POLICY NUMBER See Page 1	
CARRIER See Page 1 / NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The Certificate Holder is included as an Additional Insured as respects to General Liability and Auto Liability as required by written contract.

It is further agreed that such insurance as is afforded shall be Primary and Non-Contributory as respects to General Liability with any other insurance in force for or which may be purchased by Additional Insured as required by written contract.

A Waiver of Subrogation in favor of Additional Insured applies to the General Liability, Auto Liability and Workers Compensation policies where required by written contract as permitted by law.

INSURER AFFORDING COVERAGE: Indian Harbor Insurance Company NAIC#: 36940
POLICY NUMBER: MTP9030905 09 EFF DATE: 03/01/2023 EXP DATE: 03/01/2024

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Cyber	Aggregate	$5,000,000
	Occurrence	$5,000,000
	Retention	$1,500,000

INSURER AFFORDING COVERAGE: Indian Harbor Insurance Company NAIC#: 36940
POLICY NUMBER: CEO744682207 EFF DATE: 03/01/2023 EXP DATE: 03/01/2024

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Pollution Liability	Each Claim	$5,000,000
Non-Owned Disposal Sites	Aggregate	$5,000,000
	Retention	$1,500,000

INSURER AFFORDING COVERAGE: Federal Insurance Company NAIC#: 20281
POLICY NUMBER: 8221-7506 EFF DATE: 03/01/2023 EXP DATE: 03/01/2024

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Crime	Employee Theft	$2,000,000
	Deductible	$250,000

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SR ID: 23782173 BATCH: 2866385 CERT: W28114593

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.	NAMED INSURED Convergint Technologies LLC One Commerce Drive Schaumburg, IL 601735323
POLICY NUMBER See Page 1	
CARRIER See Page 1 / NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: Indian Harbor Insurance Company NAIC#: 36940

POLICY NUMBER: CEO744682207 EFF DATE: 03/01/2023 EXP DATE: 03/01/2024

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liability	Each Claim	$5,000,000
	Aggregate	$5,000,000
	Retention	$1,500,000

INSURER AFFORDING COVERAGE: Indian Harbor Insurance Company NAIC#: 36940

POLICY NUMBER: MTP9030905 09 EFF DATE: 03/01/2023 EXP DATE: 03/01/2024

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Technologies Errors & Omissions	Limit	$5,000,000
	Retention	$1,500,000

ADDITIONAL REMARKS:

Technologies Errors & Omissions is written on a claims made basis with a retro active date of 11/1/2013.

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SR ID: 23782173 BATCH: 2866385 CERT: W28114593

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO INCLUDE AS AN ADDITIONAL INSURED PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO INCLUDE AS AN ADDITIONAL INSURED PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

ENDORSEMENT

This endorsement, effective 12:01 a.m., March 1, 2023, forms a part of

Policy No. CGD 7422095 01 issued to CONVERGINT TECHNOLOGIES LLC

by XL Insurance America, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

All other terms and conditions of this policy remain unchanged.

XIL 424 0605
©, 2005, XL America, Inc.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS (EXCEPT WHERE NOT PERMITTED BY LAW).
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

© Insurance Services Office, Inc., 2008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

A. **COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured,** is amended to include as an "insured" any person or organization you are required in a written contract to name as an additional insured, but only for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or

2. Any other person, except the additional insured or any employee or agent of the additional insured,operating a covered "auto" with your permission;

Provided that:

a. The written contract is in effect during the policy period of this policy;

b. The written contract was signed by you and executed prior to the "accident" causing "bodily injury" or "property damage" for which liability coverage is sought; and

c. Such person or organization is an "insured" solely to the extent required by the contract, but in no event if such person or organization is solely negligent.

B. The Limits of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event shall the Limits of Insurance set forth in this policy be increased by the contract.

C. **General Conditions, Other Insurance** is amended as follows:

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this policy be primary.

All terms, conditions, exclusions and limitations of this policy shall apply to the liability coverage provided to any additional insured, and in no event shall such coverage be enlarged or expanded by reason of the contract.

All other terms and conditions of this policy remain unchanged.

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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: CONVERGINT TECHNOLOGIES LLC
Endorsement Effective Date: March 1, 2023

SCHEDULE

Name(s) Of Person(s) Or Organization(s): WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS (EXCEPT WHERE NOT PERMITTED BY LAW).
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.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WHERE REQUIRED BY WRITTEN AGREEMENT SIGNED PRIOR TO LOSS.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective March 1, 2023 Policy No. CWD 7459993 02

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WHERE REQUIRED BY WRITTEN AGREEMENT SIGNED PRIOR TO LOSS.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective March 1, 2023 Policy No. CWR7459998 02 Endorsement No.

Insured CONVERGINT TECHNOLOGIES LLC

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

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ENDORSEMENT

This endorsement, effective 12:01 a.m., March 1, 2023 forms a part ofPolicy

No. CGD 7422095 01 issued to CONVERGINT TECHNOLOGIES LLC by XL

Insurance America, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
On file with company	On file with company	30

All other terms and conditions of the Policy remain unchanged.

IXI 405 0910

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ENDORSEMENT

This endorsement, effective 12:01 a.m., March 1, 2023, forms a part of

Policy No. CAD7459994 02 issued to CONVERGINT TECHNOLOGIES LLC by XL Insurance America, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
ON FILE WITH COMPANY	ON FILE WITH COMPANY	30

All other terms and conditions of the Policy remain unchanged.

IXI 405 0910

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ENDORSEMENT

This endorsement, effective 12:01 a.m., March 1, 2023, forms a part of Policy

No.CWD 7459993 02 issued to CONVERGINT TECHNOLOGIES LLC by

XL Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
AS PER SCHEDULE ON FILE WITH COMPANY.		30

All other terms and conditions of the Policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective March 1, 2023 Policy No. CWD 7459993 02 Endorsement No.

Insured: CONVERGINT TECHNOLOGIES LLC Premium $Included

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

WC 99 06 57
Ed. 12/10

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AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Submitted by:

Shayla Beaco, Executive Director Build Mobile

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

The attached contract is for Professional Services will initiate a new directional sign design and placement project (i. e. wayfinding program) for the City of Mobile. A wayfinding program is an informational system of signs, colors, and other design elements that facilitate the navigation of residents and visitors to specific points of interests with the goal of driving tourism in a given area. Since the City's last wayfinding program in 1998, new attractions and destinations have opened throughout Mobile, including the Africatown Heritage House, Mardi Gras Park, the Dora Franklin Finley African-American Heritage Trail, the Alabama Cruise Terminal and the Gulf Quest Maritime Museum. The new wayfinding program will incorporate these and other City amenities into a coherent directional signage package that is unique to Mobile and its identity. The four-phase project will be funded through the Tax Increment Financing District program, with a not to exceed fee of $143,660. Additional funding has been allocated for the fabrication and installation of signage based upon the recommendations of the associated plan.

Amount of Contract:

$143,660

Effective Date of Contract:

12/5/2023

Funding Source

Project # Wayfinding for the City of Mobile BLDMOB-23-1

Discretionary Funds N/A

Project String C0929

Contract Number:4794

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds $0

Matching Funds $0 (no matching funds)

ATTACHMENTS:

Description	Type	Upload Date
Cover Letter	Cover Memo	11/29/2023
Contract	Backup Material	11/29/2023
Revised Resolution	Cover Memo	11/30/2023
REVISED CAPITAL CONTRACT SUMMARY SHEET	Cover Memo	11/30/2023

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	11/30/2023 - 10:26 AM
Legal	Kern, Chris	Approved	11/30/2023 - 2:24 PM
Mayors Office	Montgomery, Brandi	Approved	11/30/2023 - 3:02 PM
Legal	Kern, Chris	Approved	11/30/2023 - 2:28 PM

CITY OF MOBILE

BUILD MOBILE DEPARTMENT

November 30, 2023

RE: Directional Sign Design and Placement Project

Dear Mobile City Council:

The attached Agreement for Professional Services will initiate a new directional sign design and placement project (i. e. *wayfinding program*) for the City of Mobile.

A wayfinding program is an informational system of signs, colors, and other design elements that facilitate the navigation of residents and visitors to specific points of interests with the goal of driving tourism in a given area.

Since the City's last wayfinding program in 1998, new attractions and destinations have opened throughout Mobile, including the Africatown Heritage House, Mardi Gras Park, the Dora Franklin Finley African-American Heritage Trail, the Alabama Cruise Terminal and the Gulf Quest Maritime Museum. The new wayfinding program will incorporate these and other City amenities into a coherent directional signage package that is unique to Mobile and its identity.

The four-phase project will be funded through the Tax Increment Financing District program, with a not to exceed fee of $ 143,660. Additional funding has been allocated for the fabrication and installation of signage based upon the recommendations of the associated plan.

Thank you in advance for your support of this important initiative. I am happy to answer any questions or provide additional information as requested.

Sincerely,

Shayla Jones Beaco

Shayla Jones Beaco
Executive Director
Build Mobile

AGREEMENT BETWEEN OWNER AND CONSULTANT 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 Consultant: Found Design, LLC, dba MERJE
120 North Church Street
Suite 208
West Chester, Pennsylvania 19380

For the following Project: Professional Services for Development of City of Mobile, Alabama Wayfinding Program

The Owner and Consultant agree as set forth below:

1.0 CONSULTANT'S SERVICE

1.1 The Consultant's services consist of the design and planning of the Downtown Mobile Wayfinding Program as described herewith and in Paragraph 3.1, including the development of a wayfinding report, sign designs, sign standards manual and map artwork, for a contract sum of **$ 143,660.00** (ONE HUNDRED AND FOURTY THREE THOUSAND SIX HUNDRED AND SIXTY and 00/100 Dollars).

1.2 The Consultant's services shall not exceed **$ 143,660.00** (ONE HUNDRED AND FOURTY THREE THOUSAND SIX HUNDRED AND SIXTY and 00/100 Dollars).

1.3 The Consultant's services and attached schedule of deliverables shall be as stated in the attached Proposal for **Professional Services for Downtown Mobile Wayfinding Program**, as accepted by the City of Mobile, and dated October 23, 2023. Consultant's services shall be billed monthly, based on the percentage of work completed to date.

1.4 If Additional Services are required due to circumstances beyond the Consultant's control, the Consultant shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Consultant's notice shall include a description of the

circumstances justifying the “Additional Services” and a proposal to provide the Services.

2.0 OWNER’S REPRESENTATIVE

2.1 The Owner’s Representative, authorized to act on the Owner’s behalf with respect to the Project is Shayla Beaco, Executive Director of Build Mobile or the Director’s designated representative.

2.2 CONSULTANT IN CHARGE

Individual:	John Bosio, Principal in Charge
Firm Name:	Found Design, LLC, dba MERJE
Address:	120 North Church Street Suite 208 West Chester, PA 19380
Phone Number:	484.266.0648

3.0 GENERAL REQUIREMENTS

3.1 The Consultant shall deliver the Work complete in Electronic format, as detailed in Exhibit 3, allowing the client the ability to edit each deliverable as required in the future. The deliverables shall include:

A. Wayfinding Summary Report
B. Schematic Sign Designs and Sign Location Planning
C. Sign Standards Manual
D. Production Ready Map Artwork

3.2 The Owner and the Consultant, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, in respect of all covenants of this Agreement. Consultant shall not assign, sublet or transfer his or its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the owner’s sole discretion.

3.3 This Agreement represents the entire and integrated agreement between the Owner and Consultant and supersedes all prior negotiations, representations or any standards as a part of the Agreements either written or oral. The Owner and Consultant may amend this Agreement only by written instrument signed by both parties.

3.4 Filing fee, permit fee, and review fees, as may be required by City of Mobile departments, are hereby waived.

3.5 The Consultant shall maintain insurance in accordance with Exhibit 1 Insurance and shall attach to this contract, a correctly executed Certificate of Liability Insurance with required endorsements.

3.6 Payment will be made to the Consultant monthly, based on the percentage of the Work by Phase and Task listed in Exhibit 3, and in accordance with the schedule listed in Exhibit 5, and shall result from receipt of an invoice from Consultant.

4.0 INDEMNIFICATION

4.1 Consultant shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all the following, whether third party or directly incurred by City: claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitations, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Consultant'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. Consultant certifies it is not a design consultant within the meaning and ambit of Acts of Alabama 2021-318, or subsequent codifications thereof.

5.0 CONTRACT DOCUMENTS

5.1 The contract documents consist of this Agreement, the Consultant's Proposal as accepted by the City and other documents listed in 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. An enumeration of the Contract Documents, other than a Modification, appears below:

1. Consultant Proposal, Exhibits 2-5, dated October 23, 2023 – 16 Pages
2. This Instrument (Agreement) – 8 Pages
3. E-Verify Documentation and Unique Entity ID – 2 pages
4. Certificate of Insurance and Endorsements – 11 pages

5.2 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 Mobile, Alabama.

5.3 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 ANTI-DISCRIMINATION

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

7.0 IMMIGRATION LAW

7.1 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. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

8.0 PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES:

8.1 By signing this contract, the Consultant further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

9.0 Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of the Consultant, and shall not be liable for any debts or obligations incurred by Consultant, nor shall City be deemed or construed to be a partner, joint venture or otherwise interested in the assets of the Consultant, or sums earned or derived by the Consultant, nor shall Consultant at any time or times use the name or credit of the City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

10.0 Consultant, in the performance of its operations and obligations hereunder, shall not be deemed to be the agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as the 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 manner in which services by the Consultant, provided for herein, are performed, but on the contrary, the Consultant shall be wholly responsible therefor.

11.0 The Consultant hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and the United States while performing its obligations under the terms of this Agreement.

12.0 The Consultant agrees that upon violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of the Consultant, the City may, at its option, terminate and cancel this Agreement.

13.0 All notices of cancellation, requests, demands or other communications to Owner shall be in writing and duly delivered to the following address for City:

Shayla Beaco Executive Director of Build Mobile
City of Mobile
Government Plaza Building
3rd Floor, South Tower
PO Box 1827
Mobile, AL 36633-1827

Copy to: City Attorney
City of Mobile Legal Department
Post Office Box 1827
Mobile, AL 36633-1827

IN WITNESS WHERE OF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with fully authority and the Consultant by such duly authorized officers or individuals as may be required by law.

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

OWNER: City of Mobile	**CONSULTANT: Found Design, LLC, dba MERJE**
_____	_____
Signature	Signature
William S. Stimpson, Mayor	John Bosio, Principal

ATTEST:

_____
Lisa Lambert, City Clerk

Exhibit 1

Insurance – For the duration of this agreement, the Contractor shall maintain the following minimum amounts for this project:

A. Professional Liability Insurance:

1. Professional Liability Insurance including design with the limits not less than $1,000,000 per claim.

B. Workers' Compensation/Employer's Liability:

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

2. Employer's Liability with limits of not less than: Bodily Injury by Accident $1,000,000 each accident Bodily Injury by Disease $1,000,000 policy limit Bodily Injury by Disease $1,000,000 each employee

3. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

C. Comprehensive General Liability Insurance:

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.

2. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

3. General Aggregate Limit shall apply on a "Per Project" Basis.

D. Automobile Liability Insurance:

1. Automobile Liability Insurance to cover any auto, including all owned, nonowner, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

E. Excess/Umbrella Liability Insurance:

1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

2. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

Additional Insured - All policies of insurance, except professional liability, workers compensation and employer's liability insurance, shall be endorsed to name City of Mobile as an Additional Insured.

Primary Insurance - All policies of insurance, except professional liability, workers compensation and employer's liability insurance, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10days for non-payment) prior written notice thereof to the City of Mobile.

Certificates of Insurance - General-Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

EXHIBIT 2: Work Plan / Schedule

October 23, 2023

WORK PLAN AND SCHEDULE



PROJECT UNDERSTANDING

Cities, towns and communities of all sizes and aspirations understand that the reality of today's economy and the high level of competition for the public's attention demand a clear and distinctive identity. Wayfinding programs designed by MERJE promote a city's identity, make it easier for visitors to find their way and enhance the visitor's experience. Through this project it is clear that The City of Mobile understands that communicating a consistent identity and wayfinding message across a variety of design elements and technologies is a key factor in reaching your cultural, economic and marketing goals.

Our approach to this project is holistic and will include wayfinding, technology and support materials. We will look to consider innovative creative solutions coupled with the realities of fiscal limitations, functional implementation and long-term maintenance. We believe the project will rely on the following:

- Build Consensus through Agency review and coordination where deemed necessary.
- Develop a unifying wayfinding program that markets the depth of destinations
- Coordinate with approving agencies
- Establish seamless information along major thoroughfares and local roadways
- Coordinate with current trail, street and roadway projects
- Design a philosophy that seamlessly integrates a variety of tools and opportunities
- Utilize graphics, architecture, technology and interactivity
- The design shall be of its place and unique to The City of Mobile
- Develop a Strategic Implementation Plan and a realistic phasing sequence
- Identify funding sources and creative financial strategies
- Develop a plan for long-term Management and Maintenance plan

The MERJE TEAM approach will consider all wayfinding tools and technologies;

- PRE-ARRIVAL TECHNOLOGY / TRIP PLANNING
- IN-PLACE TECHNOLOGY
- ENVIRONMENT / SPACE
- SIGNAGE (static and electronic)

Each of these elements will be addressed by our individual experts an then funneled into a single design intent for the City of Mobile—offering multiple wayfinding tools for end users but presented through a single voice and graphic language.

METHODOLOGY

MERJE will utilize a 5- step approach for the strategy, planning, design and implementation of the project. This design process provides a basic structure for advancing through the project and provides opportunities to address individual project issues that are unique to this project. While our terminology and sequencing may differ from the steps outlined in your RFP – I can assure you all tasks and services you have requested have been included in our scope and process.

PHASE I: DISCOVERY

Task 1 | Wayfinding Analysis

Kick Off meeting with City representatives, the DOT and representatives from the key destinations, as determined by the City.

Tour and photograph project area.

Develop criteria for destination inclusion, including designations, main attractions, districts, heritage trails, etc. In coordination with key stakeholders identified by City staff, develop a Destination List and determine terminology (or abbreviations) necessary for each destination/attraction.

Develop a project budget and identify public and private financial resources for the implementation and maintenance of the system. Outline potential Phasing Strategy.

Conduct working meetings with City staff, and where necessary, key stakeholders to review program criteria: primary and secondary routes, circulation, State & County roadways, assigned speed limits, parking lots, pedestrian requirements, districts/zones, transition points, decision points, information hierarchy, create a general menu of sign types, terminology/nomenclature, audience considerations, daytime vs. evening travel, design criteria, image, marketing goals, flexibility, vandal resistance and maintenance.

Identify city gateways, districts, primary routes, major areas, points of interest and destinations. Evaluate access to parking, including direction, identification and information.

Present preliminary findings and recommendations based on analysis and comments received. Presentation to City staff, and where necessary, key stakeholders

PHASE II: PLANNING AND DESIGN

Task 2 | Schematic Design

Analyze architectural/historic elements, including, imagery of the city. marketing materials and additional information needed to formulate sign design concepts.

Prepare preliminary sign design based on a limited number of sign types. (2 - 3 options)

Meet with DOT to review concepts and wayfinding approach on State and Local roadways.

Preliminary budget for fabrication and installation of the signage system. Develop Phasing Plan for priority sign types

Presentation of proposed updated/enhanced signage system to City staff. This would include typical sign types and systems, location, size, shape and colors.

Task 3 | Programming (Sign Locations and Messages)

Prepare preliminary sign location plans, typical messages and general sign types.

Site check (drive by) locations for appropriateness, available space, and general environment conditions. Note: this does not include detailed field mark-outs, it is a general review only.

Preliminary Submittal of a message schedule and sign location plans for review and approval by city representatives and destinations. (Submittal #1). The preliminary submittal includes a maximum of a 1-day working session with City staff and any stakeholders deemed necessary.

Secondary Submittal, revise message schedule and sign location plan for review and approval by city representatives and each destination. (Submittal #2). City internal review only.

Submit revised Sign Location Plans to City representatives and other required agencies.

Review in the field all locations with City representatives and other required agencies. Note: this does not include detailed field mark-outs, it is a general review only.

Final Submittal, revise message schedule and sign location plan for review and approval by City representatives and other required agencies. (Submittal #3)

Task 4 | Design Development

Refine or revise selected option.

Finalize functional aspects of program, size, materials, contrasts, nomenclature, typography, symbols, hardware, architectural elements, placement, construction details, mounting methods and installation.

Coordinate with other consultants, landscape design, lighting, traffic, structural and civil engineering.

Submit “design development” drawings to fabricators for preliminary pricing and constructability reviews. Value engineer if necessary.

Receive preliminary cost estimates from fabricators.

Present for final review and approval.

III: DOCUMENTATION AND IMPLEMENTATION

Step 5 | Documentation

Graphic Sign Standards: Design intent drawings indicating, material specifications for all sign types, illustrating size, typefaces, graphic elements, pictograms, letter spacing, materials, finishes, construction details, installation methods, colors and locations.

Prepare Final Sign Location Plans (route planning) as described in Step 3.

Prepare final cost estimate based on final design and sign counts.

Technical Specifications describing materials, products, submittals, coordination, execution, quality assurance, installation, etc.

EXHIBIT 3: SCOPE OF SERVICES **Date: October 23, 2023**

PROJECT: CITY OF MOBILE, ALABAMA WAYFINDING PROGRAM

MERJE will utilize the following methodology for the strategy, and planning of the Wayfinding Program. This design process provides a basic structure for advancing through the project and provides opportunities to address individual project issues that are unique to the City.

BASE PROJECT

PHASE 1 DISCOVERY

TASK 1.0 WAYFINDING ANALYSIS

TASK 1.1 Kick Off meeting with City representatives, the DOT and representatives from the destinations, as determined by the City. (TRIP #1)

TASK 1.2 INFORMATION GATHERING

Tour and photograph region. (TRIP #1)

Review existing relevant documents and planning work accomplished to date. (i.e. Downtown Master Plans, branding studies, tourism/marketing initiatives, etc.)

Develop criteria for destination inclusion, including designations, main attractions, districts, heritage trails, etc. Develop Destination List and determine terminology (or abbreviations) necessary for each destination/attraction.

TASK 1.3 INTERVIEWS

Working with City staff and key stakeholders identified by the City, identify city gateways, districts, primary routes, major areas, points of interest and destinations. Evaluate access to parking, including direction, identification and information. (TRIP #1)

TASK 1.4 Summarize information gathered and set design and planning criteria for project moving forward.

Confirm traffic engineering and design criteria with DOT and approving agencies. Identify a preliminary budget based on information gathered to date

TASK 1.5 ADMINISTRATIVE STRATEGY

Finalize Destination List and determine terminology (or abbreviations) necessary for each destination/attraction.

Develop a project budget and identify public and private financial resources for the fabrication, installation and maintenance of the project. Outline potential Phasing plans if necessary.

TASK 1.6 TECHNOLOGY STRATEGY

Wayfinding Tools: Review requirements for digital and interactive tools, including wayfinding, mapping, transit and other informational content and websites. Also review available data feeds, formats and existing capabilities (hardware , software and connectivity).

Make recommendations as to the types of digital wayfinding tools that may be considered and the type of content that may be communicated. Note: Scope provides a outline for future projects and does not include the actual design, programming or content development fo digital tools.

TASK 1.7 Present Wayfinding Analysis to City staff and, if needed, key stakeholders. (TRIP #2– see Schematic Design Presentation also)

Task 1 Deliverable: WAYFINDING ANALYSIS REPORT: We will provide recommendations in the form of a report. The report outlines issues and recommendations along with a proposed Phasing and Priority Plan. Master Plan / Stage 0 Report (PDF file of report and presentation)

TASK 2.0 SCHEMATIC DESIGN

TASK 2.1 Schematic Design (3 options):

WAYFINDING SIGNAGE: Analyze tourism initiatives, historic elements, imagery, local architecture and culture, marketing materials and additional information needed to formulate sign design concepts.

Develop conceptual menu of sign types and other elements. This would include typical designs and systems, location, size, shape and colors. 3 design options shall be included.

TASK 2.2 Develop Preliminary Budgets based on design options presented.

TASK 2.3 Prepare Schematic Design Presentation / Conduct Preview with client Project Manager.

TASK 2.4 Presentation to City Staff and, if needed, key stakeholders to receive feedback on proposed design concepts. (TRIP #2 – see Wayfinding Analysis Presentation also)

Meet with DOT to review signage concepts / wayfinding on State roadways.

Task 2 Deliverable: A maximum of 2 formal presentations (City staff and Key Stakeholders, as identified by the City). Note: Approval meetings shall be coordinated on the same day.

PHASE II PLANNING AND DESIGN DEVELOPMENT

TASK 3 PROGRAMMING (Sign Locations Plans / Messages)

TASK 3.1 Prepare preliminary sign location plans, typical messages and general sign types.

TASK 3.2 Site check (walk/drive by) locations for appropriateness, available space, and general environment conditions. Note: this does not include detailed field mark-outs, it is a general review only. (TRIP #3)

TASK 3.3 Update plans based on field survey and existing conditions

TASK 3.4 Preliminary Submittal of a message schedule and sign location plans for review and approval by client representatives and destinations. (Submittal #1). The preliminary submittal includes a maximum of a 1-day working session with selected stakeholders (small groups @ 1 hour).

TASK 3.5 Update Plans based on client comments

TASK 3.6 Secondary Submittal, revise message schedule and sign location plan for review and approval by client representatives and each destination. (Submittal #2). City internal review only.

TASK 3.7 Review in the field all locations with client representatives and other required agencies. Note: this does not include detailed field mark-outs, it is a general review only. (TRIP #4)

TASK 3.8 Update plans and provide Final Submittal, revise message schedule and sign location plan for review and approval by client representatives and other required agencies. (Submittal #3)

Task 3 Deliverable: Based on working meetings and project reviews a sign location plan and message schedule will be developed and submitted for final approval. This will include sign locations, messages/terminology and required sign types.

TASK 4 DESIGN DEVELOPMENT

Task 4.1 Design Development:

GATEWAYS: based on the preferred basis for design identified during the Schematic Design Process, concepts will be developed for 2 -3 gateway locations. This may include site plans, photo-renderings and/or illustrations. Design elements may include: signage, lighting, landscaping, architectural structures, public art, landscaping, etc.
In addition to the designs, a phasing plan will be developed, that will identify priorities, as well as associated projects that the gateways may be associated with.

WAYFINDING SIGNAGE: Refine or revise selected design options for each element

Finalize functional aspects of sign program, size, materials, contrasts, nomenclature, typography, symbols, hardware, architectural elements, placement, construction details, mounting methods and installation.

Prepare models, full size mock-ups, sample materials, colors and photo renderings.

TASK 4.2 Coordinate with third-party consultants, Planners, Landscape Design, Lighting, Traffic, Structural and Civil Engineering, as necessary related to the coordination of the wayfinding program issues.

TASK 4.3 Submit “design development” drawings to fabricators for preliminary pricing and constructability reviews. Value engineer if necessary.

TASK 4.4 Develop Design Development Budget and Project Phasing Plan: The Project Phasing Plan will identify potential public and private financial resources for the installation and maintenance of the sign project, as well as a strategy for implementation.

TASK 4.5 Prepare Design Development Presentation

TASK 4.6 Present elements for final review and approval, by City staff and, key stakeholders (TRIP #5)

TASK 4.7 Final Design Adjustments

TASK 4.8 Present final design to City Council and other approving agencies (TRIP #6)

Step 4 Deliverable: Design Development package, which will provide general information regarding material, color, finish, typography installation and sign size. Final Budget and Phasing Strategy

A maximum of 3 formal presentations (City staff and Key Stakeholders, as identified by the City). Note: Approval meetings shall be coordinated on the same day. Government Officials meetings may be conducted during an additional visit.

PHASE III DOCUMENTATION AND IMPLEMENTATION

TASK 5 DOCUMENTATION

TASK 5.1 SIGN STANDARDS MANUAL

Wayfinding Signage: Prepare design intent drawings indicating, material specifications for all sign types, illustrating size, typefaces, graphic elements, pictograms, letter spacing, materials, finishes, construction details, installation methods, colors and locations.

Gateways: For purposes of this Base Project, documentation of a menu of 2 – 3 standard gateway signage elements is included. This is based on the development of a similar and consistent gateway/sign design throughout the City and Districts, with minor adjustments necessary based on placement, identity and location specific requirements. Custom or individual designs for each gateway location is not included.

Elements such as landscaping, lighting, public art, over-pass enhancements or architectural elements are not included, until a better understanding of the priorities, funding, design, scope and level of difficulty can be determined. These elements will be completed only to the level outlined under Task 4 Design Development. Greater design investigation, engineering and documentation of these types of elements may require additional fees based on the level of simplicity or complexity required at each location.

TASK 5.2 Prepare Final Sign Location Plans (route planning) as described in Task 3.

TASK 5.3 Field survey and mark-out of sign locations with City representatives (max 3 days). (TRIP #7)

TASK 5.4 Technical Specifications describing materials, products, submittals, coordination, execution, quality assurance, installation, etc.

TASK 5.5 Provide Final Budget and Project Phasing Plan: (See 4.3 for description)

Task 5 Deliverables: The Graphics Sign Standards Manual will provide the client with a guide to implementing a consistent sign program throughout the city.

TASK 6 BID REVIEW

- Prepare minimum requirements for qualification of bidders
- Provide a list of fabricators
- Attend bid meeting (via tele-conference)
- Provide clarification or addendum to bidders
- Review bids and provide recommendations

TASK 7 CONSTRUCTION ADMINISTRATION
- Review shop drawings & samples prior to fabrication
- Confer with fabricators
- Attend construction meetings (via-teleconference)
- In field review of locations (max 3 days) (TRIP #8)
- Review of the installation (max 3 days) (TRIP #9)

Tasks 6 and 7 Deliverables: Upon substantial completion of the signage, punch-list (on-site) all items that must be completed and/or corrected prior to final acceptance by the Client.

TASK 8. ORIENTATION MAP DESIGN

The orientation map will be designed in layers, which will allow the City to utilize it for many different purposes, including signs, print materials and digital applications.

Maps to Consider
1) District Maps
2) Citywide Map (simplified)

Map Elements
The maps will include the following information and be similar in style to the examples provided. Maps will be produced in Adobe Illustrator and the following "layers" will be available as required;

- Base map (streets, street names, parks, etc.)
- Destinations and Attractions (keyed to a list)
- Major Buildings and Structures (detail maps only)
- Public Parking Lots
- Parks, Recreational Areas and Trails
- Amenities (restrooms, shopping areas, visitor Info, etc.)
- Transportation Hubs (Light Rail, Transfer Stations, etc.)
- Landmarks
- Legend

The base map will be designed with a North up orientation. We will also convert the maps to additional East, West and South orientations as required for "heads-up" viewing.

Methodology: Orientation Map Design (static map)

A. Schematic Design: Develop preliminary orientation map graphics – draft submittal (50%) to the client for general review and comments. This will be based on a limited area of a single map and will include color, typography, roadways and primary destinations. Design options will be presented and will be utilized to establish the basis for design / graphic language for all of the maps. (Revisions: 2 Max)

B. Design Development: Based on client comments and approvals of the 50% map (single

limited area), the design intent will be expanded to the full map and will be submitted as 75% and 90% completion progress, (Submittal #1 and #2).

C. Final Map Artwork: Receive comments and prepare FINAL MAP ARTWORK. This digital file will be prepared for use on various design elements as outlined in the agreed scope and deliverables. (Submittal #3) *Includes up to 30 indivdual maps, specific to sign locations.*

Client Acceptance of Map Artwork

Deliverable: Production ready map artwork and digital files that will allow the client the ability to edit each map as required in the future. The following map orientations are included;

- Base Maps (North / Heads-Up)
- 3 additional Orientation (South, East and West / Heads-Up)

CLIENT RESPONSIBILITIES

1. Appointment of a sole representative with full authority to provide or obtain any necessary information and approvals required by the designer.

2. Presentation / Meeting Coordination with Core Client Group: including, reserving meeting spaces/rooms, scheduling stakeholder interviews, contacting stakeholders, sending meeting notification and providing necessary AV equipment.

3. Core Client Group includes; the Steering Committee and Stakeholders as outlined under Participants.

4. Coordination of the decision-making and approval process with DOT, City Council, City staff, and all other approving agencies

5. Distribution of meeting minutes and information to Steering Committee and Stakeholders. Consultant team shall take notes and format meeting minutes as necessary. Client Staff is responsible for distribution to appropriate participants.

6. Timely communication of administrative or operational decisions if they affect the design or production of signage or graphic items; coordination of required public approvals and meetings.

7. Timely provision of accurate and complete information and materials requested by designers such as site plans, building plans and elevations, utility locations, color/material samples and all applicable code information.

8. Provision of approved nomenclature; securing approvals for copy from third parties.

9. Provision of photographs, illustrations or other visual materials that are in a form suitable for reproduction without further preparation.

10. Final proofreading and written sign off of all project documents including artwork, message schedules, sign location plans and design drawings before their release for

fabrication or installation. In the event that the client has approved work but errors, such as typographic errors or misspellings, remain in the finished product, the client shall incur the cost of correcting such errors.

11. Arranging for the documentation and implementation of all electrical, structural or mechanical elements needed to support, house or power signage; coordination of sign installation with other trades.

12. Bid solicitation and contract negotiation associate with Phase IV, System Implementation. Establishment of final pricing and contract terms directly with fabricators or vendors.

13. Establishment of specific invoicing procedures for the designer, which will ensure timely payments.

FILE FORMATS FOR DELIVERABLES

The client shall be provided digital copies of all work products. This may include, photos, plans, diagrams, sign location plans, message schedules and/or drawings. All final deliverable documents will be available in PDF formats.

The following programs/file formats will be utilized for the various deliverables. Core files will be available to the Client at the approval and completion of each phase and its associated deliverable.

Wayfinding Summary Report
Graphics, maps, charts, etc.: Adobe Illustrator
Booklet/Report: Adobe InDesign

Schematic Designs and Sign Location Planning
Graphics and Sign Designs shall be Adobe Illustrator, Booklet/Report shall be Adobe InDesign
Programming (Sign Location Plans): Adobe Illustrator / Google Map (base map)
Programming (Message Schedule): MS Excel

Sign Standards Manual
Sign Documentation Adobe Illustrator,
Documentation (book format) shall be Adobe InDesign
Technical Specifications Booklet: MS Word

TRAVEL AND MEETING OUTLINE

Trip #1 1.1 Kick Off Meetings
1.2 Information Gathering
1.3 Interviews

Trip #1 takes place over a 2-3 day period. Interviews include 8-10 (1 Hr.) meetings with stakeholders to gather wayfinding and end-user information

Trip #2 1.7 / 2.4 Wayfinding Analysis / Schematic Design Presentation

Trip #2 takes place over a 1 -2 day period. Primary purpose is to present Wayfinding Analysis recommendations and Schematic Designs to the Steering

Committee. An additional 1 – 2 meetings/presentations can be conducted with additional parties (i.e. DOT, key stakeholder group, etc.) during this trip as well.

Travel and Meeting Outline (continued)

Trip #3	3.2	Field Survey #1 of Sign Locations
Trip #4	3.7	Field Survey #2 of Sign Locations *(if necessary)*
Trip #5	4.6	Design Development Presentation
Trip #6	4.8	Additional Presentation (City Officials or Local Agency) *(if necessary)*
Trip #7	5.3	Final Field Survey Sign Location Mark-Out
Trip #8	7.0	Review locations with contractor prior to installation (Task 7)
Trip #9	7.0	Review locations with contractor post installation (Task 7)
Trip #10	--	Additional to be used as required.

Trips #3 and #4 takes place over a 2 – 3 day period. Primary purpose of this trip is for field survey work. Generally there is a meeting at the beginning of the field survey and at the end to summarize finding and results of field-work. ß

Trips #5 and #6 takes place over a 1 -2 day period. Primary purpose is to present Design Concepts to key groups, as outlined above. An additional 1- 2 meetings/presentations can be conducted with additional parties (i.e. DOT, key stakeholder group, etc.) during this trip as well.

PARTICIPANT DESCRIPTION

There are 3 groups of participants included throughout the projects process.
Core Client Group = Group #1 (Steering Committee) and Group #2 (Stakeholders)

1. Steering Committee (8 -12 members)

The Steering Committee helps guide the program process, assist with the administrative strategies, outline primary issues, make design and wayfinding decisions and assist with formal approvals. This committee may include City representatives, the DOT and representatives from destinations, as determined by the City. This group meets 4 – 5 times through the project process

2. Stakeholders
This is a larger group that can be identified in the following categories

A. Destinations: These are representatives from the destinations and attractions included in the system think of this is primarily the organizations that will actually be listed on the signs. Examples include; Local Universities, Museums, Public Library, Visitors Center, Arenas, Performing Arts Theaters, etc.

B. Approving Agencies: Any Department, Commission or government entity that will have to provide a certain level of approval to the project. This may include DOT, City Engineers, Historic Commission (State or Local) or Planning Commission.

EXHIBIT 4: COMPENSATION **Date: October 23, 2023**

PROJECT: CITY OF MOBILE, ALABAMA WAYFINDING PROGRAM

Thank you for considering MERJE for the design and planning of the Downtown Mobile Wayfinding Program. As requested we are submitting the below compensation, based on the Scope of Work provided in Exhibit A. We appreciate this opportunity and look forward to working with you.

BASE PROJECT

PHASE I: PRE-DESIGN		
Task 1	Wayfinding Analysis (Meetings and Summary)	$ 17,570
Task 2	Schematic Design	$ 11,790
	Phase I Reimbursables / Travel (Trip #1)	$ 4,000
	Phase I Reimbursables / Supplies (printing, shipping, etc.)	$ 300
	Phase I Total	**$ 33,660**
PHASE II: PLANNING & DESIGN DEVELOPMENT		
Task 3	Programming (Sign Location Plans/Message Schedule)	$ 22,880
Task 4	Design Development	$ 15,125
	Phase II Reimbursables / Travel (Trips #2)	$ 2,000
	Phase II Reimbursables / Supplies (printing, shipping, etc.)	$ 300
	Phase II Total	**$ 40,305**
PHASE III: DOCUMENTATION		
Task 5.	Design Intent Drawings (Bid Documents)	$ 17,140
	Structural Engineering (typical wayfinding signs)	$ 8,000
	Phase III Reimbursables / Travel (Trip #3)	$ 4,000
	Phase III Reimbursables / Supplies (printing, shipping, etc.)	$ 300
	Phase III Total	**$ 29,440**
PHASE IV: IMPLEMENTATION		
Task 6 / Task 7 Bid Review and Construction Administration		$ 17,560
Task 8. Orientation Map Design (2)(Downtown and Citywide/simplified)		$ 7,270
Detail Orientation Map (Production Art) for Individual Sign Locations (30 Maps)		$ 11,425
Phase IV Reimbursables (Trips, #4 and #5)		$ 4,000
	Phase IV Total	**$ 40,255**
	BASE PROJECT TOTAL (All Phases)	**$143,660**

OPTIONAL SERVICES (Not In Contract)

Digital / Interactive Orientation Map	TBD
Interactive Kiosk Interface (Trip Planning and Custom Modules)	TBD

MERJE
Suite 208
120 N. Church Street
West Chester, PA 19380
T 484.266.0648
merjedesign.com

Reimbursable Expenses
Reimbursable expenses related to the travel outlined in the Scope of Work are included in the Total Not To Exceed Fee outlined above. The expenses will be billed to the client at 1.10 times the expenses incurred by MERJE and our consultants in the interest of the project. These expenses include, but are not limited to: CADD machine plots, photocopies, travel, airfare, lodging, meals, fares, tolls, auto rental, parking, facsimiles, art materials, typesetting, first-class mail, special overnight mail and delivery services, long distance telephone calls, and messenger services.

Payment
You will be billed monthly, based on the percent of work completed to date. Payment will be due upon receipt of the invoice.

Additional Services
The following items are potential additional services, and if authorized by the client compensation would be billed in accordance with MERJE hourly rates or a separate proposal can be developed to address a specific project requirement.

Additional Consultation (outside of the design of typical wayfinding signs and elements)
Consultation on architectural elements, light fixtures, landscape design, street furniture, flooring/paving patterns.

Engineering: Civil or Electrical Engineering. Structural Engineering for large gateway structures or architectural elements is not included in the proposed compensation

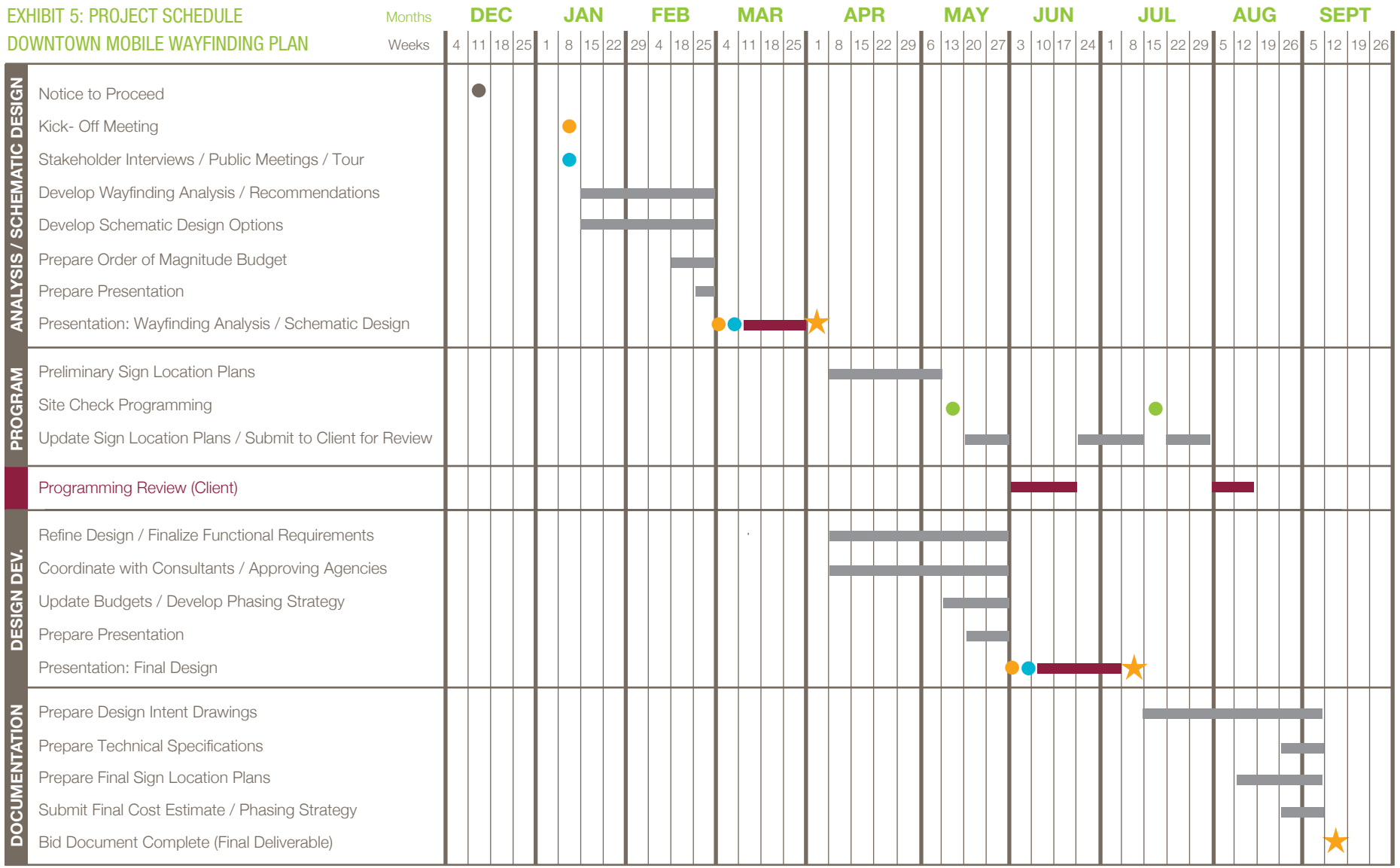
Additional Meetings and Travel Expenses, requested by the client, not otherwise included in the Scope of Work.

Additional Reviews and Meetings
Meetings and Presentations beyond those outlined in this proposal or to parties outside the core client group that may require additional travel: such as art commission, historic commissions employee groups, etc.; preparation of additional presentation materials for such meetings; assistance in obtaining sign permits, variances.

Follow-up Evaluation
Follow-up evaluation of finished product with client; survey of end users; recommendation of design or operational adjustments to be made.

MERJE HOURLY RATES	
Principal In Charge	$ 170
Project Designer (1)	$ 135
Project Designer (2)	$ 125
Junior Designer	$ 90

EXHIBIT 5: PROJECT SCHEDULE
DOWNTOWN MOBILE WAYFINDING PLAN



Key

- Steering Committee
- Stakeholders / Public
- Site Checks
- MERJE Tasks
- Client Review / Approvals
- Stage Complete

Design and Planning Schedule:

Schedule shown illustrates typical time frames for tasks provide by MERJE. Client reviews and approvals, including State, County and City are difficult to predict and generally have a effect on the final completion date

We will work with you to develop a revised project schedule once we have a better understanding of the project and your internal approval requirements and protocols.

Fabrication and Installation Schedule:

The time-frame for the implementation phase will depend on the quantity of signs and final scope of work. Typical lead times for this stage can range between 4 and 9 months.

An official website of the United States government Here's how you know

My Company Profile

Company Information

Company Name
Found Design LLC

Doing Business As (DBA) Name
MERJE

Company ID
1113666

Enrollment Date
Jul 27, 2016

Employer Identification Number (EIN)
208199756

Unique Entity Identifier (UEI)
GR9SXBXUNXX3

DUNS Number
961944472

Total Number of Employees
5 to 9

NAICS Code
712

Sector
Arts, Entertainment, and Recreation

Subsector
Museums, Historical Sites, and Similar Institutions

Edit Company Information

Employer Category

Employer Category

None of these categories apply

Edit Employer Category

Company Addresses

Physical Address

120 N. Church St
Suite 208
West Chester, PA 19380

Mailing Address

Same as Physical Address

Edit Company Addresses

Hiring Sites

Number of Sites

1

Edit Hiring Sites

Company Access and MOU

My Company is Configured to:

Manage and Verify Employees for Clients

Memorandum of Understanding

View Current MOU

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/20/2023

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

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

PRODUCER	CONTACT NAME:	
Fucci & Friedman Inc. 186 W Main Street, Suite 9 Sayville NY 11782	PHONE (A/C, No, Ext): (631) 218-9700	FAX (A/C, No): (631) 218-9707
	E-MAIL ADDRESS: daffatigato@ffinc.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Co	
INSURER B : The Continental Ins Co	
INSURER C : Philadelphia Indemnity Insurance	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Found Design, LLC dba Merje
120 N. Church Street
Suite 208
West Chester PA 19380

COVERAGES **CERTIFICATE NUMBER:** CL23102019354 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			B4017847799	11/10/2022	11/10/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Hired Non Owned Auto	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			see above			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			B6057212944	11/10/2022	11/10/2023	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC417895643	11/10/2022	11/10/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability			PHSD1746736	11/10/2022	11/10/2023	each claim aggregate	$2,000,000 $2,000,000

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

The City of Mobile is included as an additional insured on a primary and non-contributory basis and waiver of subrogation applies to the General Liability if required by a written contract.
Waiver of Subrogation applies to the Workers Comp.
30 days notice of cancellation applies except 10 days for non-payment of premium.

CERTIFICATE HOLDER

City of Mobile
205 Government St
Mobile AL 36602

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Eric P. Fucci

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

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 unless another expiration date is shown below.

Copyright 1983 National Council on Compensation Insurance.

BLANKET ADDITIONAL INSURED AND LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

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I. BLANKET ADDITIONAL INSURED PROVISIONS

A. ADDITIONAL INSURED – BLANKET VENDORS

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a "**written contract**" to provide insurance, but only with respect to "**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:

1. The insurance afforded the vendor does not apply to:

a. "**Bodily injury**" or "**property damage**" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, 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;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

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h. "**Bodily injury**" or "**property damage**" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Subparagraphs **d.** or **f.**; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.

4. This provision **2.** does not apply if "**bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**" is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSUREDS

1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs **3.a.** through **3.j.** below whom you are required to add as an additional insured on this policy under a "**written contract**."

2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:

a. A higher limit of insurance than required by such "**written contract**;"

b. Coverage broader than required by such "**written contract**" and in no event greater than that described by the applicable paragraph a. through k. below; or

c. Coverage for "**bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**." But this paragraph **c.** does not apply to the extent coverage for such liability is provided by paragraph **3.j.** below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

a. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

(1) such person or organization's financial control of you; or

(2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

b. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" as co-owner of such premises.

c. Grantor of Franchise

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for "**bodily injury**," "**property damage**," or "**personal and advertising injury**" as grantor of a franchise to you.

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d. Lessor of Equipment

Any person or organization from whom you lease equipment, but 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 such equipment, 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.

e. Lessor of Land

Any person or organization from whom you lease 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 that specific part of the land leased to you, 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 insurance hereby afforded to the additional insured 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 you, 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 you, 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 insurance hereby afforded to the additional insured 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 ownership, maintenance, or use of a premises by you.
This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. State or Political Subdivisions

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government 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 you own, rent, or control 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

(2) The permitted or authorized operations performed by you or on your behalf. But 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 government 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**," we will treat as a "**written contract**" any governmental permit that requires you to add the governmental entity as an additional insured.

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i. Trade Show Event Lessor

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are 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. Your acts or omissions; or

b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. Other Person or Organization

Any person or organization who is not an additional insured under paragraphs **a.** through **i.** above. Such additional insured is an insured solely for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

(1) For "**bodily injury**," "**property damage**," or "**personal and advertising injury**" arising out of the rendering or failure to render any professional services;

(2) For "**bodily injury**" or "**property damage**" included in the "**products-completed operations hazard**." But this provision **(2)** does not apply to such "**bodily injury**" or "**property damage**" if:

(a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "**written contract**"; and

(b) The "**written contract**" requires you to make the person or organization an additional insured for such "**bodily injury**" or "**property damage**"; or

(3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

1. With respect only to additional insured coverage provided under paragraphs **A.** and **B.** above:

a. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "**written contract**" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

b. Under **Liability and Medical Expense Definitions**, the following definition is added:

"**Written contract**" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

(1) Is currently in effect or becomes effective during the term of this policy; 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 the additional insured seeks coverage.

2. With respect to any additional insured added by this endorsement or by any other endorsement attached to this Coverage Part, the section entitled **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;

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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;

d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or

e. Any type of entity, then its employees are insureds;

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. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

(1) "**Bodily injury**" or "**personal and advertising injury**" to any fellow employee or to any natural person listed in paragraphs **a.** through **d.** above;

(2) "**Property damage**" to property owned, occupied or used by their employer or by any fellow employee; or

(3) Providing or failing to provide professional health care services.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. 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 to such provision do not apply.

A. Bodily injury – Expanded Definition

Under **Liability and Medical Expenses 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 by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under Businessowners Liability Conditions, the Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

Paragraphs **a.** and **b.** above apply to you or to any additional insured only when such "**occurrence**," offense, claim or "**suit**" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "**executive officer**" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common 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 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.

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D. Fellow Employee First Aid Coverage

In the section entitled **Who Is An Insured**, paragraph **2.a.1.** is amended to add the following:

The limitations described in subparagraphs **2.a.1.(a)**, **(b)** and **(c)** do not apply to your "**employees**" for "**bodily injury**" that results from providing cardiopulmonary resuscitation or other first aid services to a co-"**employee**" or "**volunteer worker**" that becomes necessary while your "**employee**" is performing duties in the conduct of your business. Your "**employees**" are hereby insureds for such services. But the insured status conferred by this provision does not apply to "**employees**" whose duties in your business are to provide professional health care services or health examinations.

E. Legal Liability – Damage To Premises

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

k. Damage To Property

"**Property damage**" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

2. Premises you sell, give away or abandon, if the "**property damage**" arises out of any part of those premises;

3. Property loaned to you;

4. Personal property in the care, custody or control of the insured;

5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "**property damage**" arises out of those operations; or

6. That particular part of any property that must be restored, repaired or replaced because "**your work**" was incorrectly performed on it.

Paragraph **2** of this exclusion does not apply if the premises are "**your work**" and were never occupied, rented or held for rental by you.

Paragraphs **1**, **3**, and **4**, of this exclusion do not apply to "**property damage**" (other than damage by fire or explosion) to premises:

(1) rented to you:

(2) temporarily occupied by you with the permission of the owner, or

(3) to the contents of premises rented to you 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 Section D – Liability and Medical Expenses Limits of Insurance.

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**."

2. Under **B. Exclusions**, **1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph **(14)** of the exclusion entitled **Personal and Advertising Injury**:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o,** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

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3. The first Paragraph under item **5. Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

   The most we will pay under Business Liability for damages because of "**property damage**" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You Limit. The Damage to Premises Rented to You Limit is the greater of:

   a. $1,000,000; or

   b. The Damage to Premises Rented to You Limit shown in the Declarations.

F. Personal and Advertising Injury – Discrimination or Humiliation

1. Under **Liability and Medical Expenses Definitions**, the definition of "**personal and advertising injury**" is amended to add the following:

   h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

   (1) Not done intentionally by or at the direction of:

   (a) The insured; or

   (b) Any "**executive officer**," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

   (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising Injury** is amended to add the following additional exclusions:

   (15) Discrimination Relating to Room, Dwelling or Premises

   Caused by discrimination directly or indirectly related to 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.

   (16) 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.

   (17) Fines or Penalties

   Fines or penalties levied or imposed by a governmental entity because of discrimination.

3. This provision **(Personal and Advertising Injury – Discrimination or Humiliation)** does not apply if **Personal and Advertising Injury** Liability is excluded either by the provisions of the Policy or by endorsement.

G. Personal and Advertising Injury - Broadened Eviction

Under **Liability and Medical Expenses Definitions**, the definition of "**Personal and advertising injury**" is amended to delete Paragraph c. and replace it with the following:

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

H. Waiver of Subrogation – Blanket

We waive any right of recovery we may have against:

a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.

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CHANGES - NOTICE OF CANCELLATION OR MATERIAL COVERAGE CHANGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COMMON POLICY CONDITIONS

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part (other than the reduction of aggregate limits through payment of claims), we agree to mail written notice of cancellation or material change at a minimum of thirty (30) days prior to such cancellation or material change, to:

SCHEDULE
Name of Designated Entity: _____
Address/Contact Information of Designated Entity: _____

***Information required to complete this Schedule, if not shown above, will be shown in the Declarations.**

The following conditions are added:

1. If the policy is cancelled or not renewed, we will give written notice of such cancellation or nonrenewal to the Designated Entity shown in the Schedule above, or in the Declarations, at a minimum of thirty (30) days prior to such cancellation or nonrenewal. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity will state the effective date of cancellation or nonrenewal. However, such notice of cancellation or nonrenewal is solely for the purpose of informing the Designated Entity of the effective date of cancellation or nonrenewal and does not grant, alter, or extend any rights or obligations under this policy.
2. If we cancel or elect not to renew the policy for any reason other than nonpayment of premium, we will give written notice to the Designated Entity shown in the Schedule above, or in the Declarations, at a minimum of thirty (30) days prior to such cancellation or nonrenewal, at the same time notice is given to the first Named Insured.
3. If we cancel or elect not to renew this policy for nonpayment of premium, we will give written notice to the Designated Entity shown in the Schedule above, or in the Declarations. Such notice may be provided before or after the effective date of cancellation or nonrenewal.
4. Failure to give notice in accordance with the terms of this endorsement does not:
   a. Alter the effective date of policy cancellation, nonrenewal or expiration;
   b. Render such cancellation or nonrenewal ineffective;
   c. Grant, alter, or extend any rights or obligations under this policy; or
   d. Extend the insurance beyond the effective date of cancellation or policy expiration, whichever comes first.

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All other terms and conditions of the Policy remain unchanged.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/20/2023

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

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

PRODUCER	CONTACT NAME:	
Fucci & Friedman Inc. 186 W Main Street, Suite 9 Sayville NY 11782	PHONE (A/C, No, Ext): (631) 218-9700	FAX (A/C, No): (631) 218-9707
	E-MAIL ADDRESS: daffatigato@ffinc.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Co	
INSURER B : The Continental Ins Co	
INSURER C : Philadelphia Indemnity Insurance	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Found Design, LLC dba Merje
120 N. Church Street
Suite 208
West Chester PA 19380

COVERAGES **CERTIFICATE NUMBER:** CL23102019357 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			B4017847799	11/10/2023	11/10/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Hired Non Owned Auto	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			B6057212944	11/10/2023	11/10/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	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		WC417895643	11/10/2023	11/10/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability			PHSD1825077	11/10/2023	11/10/2024	per claim aggregate	$2,000,000 $2,000,000

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

The City of Mobile is included as an additional insured on a primary and non-contributory basis and waiver of subrogation applies to the General Liability if required by a written contract.
Waiver of Subrogation applies to the Workers Comp.
30 days notice of cancellation applies except 10 days for non-payment of premium.

CERTIFICATE HOLDER

City of Mobile
205 Government St
Mobile AL 36602

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Eric P. Fucci

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R E S O L U T I O N

2023

Sponsored by: Mayor William S. Stimpson

Councilmember: Various

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

Name of Company: MERJE

Project Name: Wayfinding

Project Number: C0929

Amount: $ 143,660.00

Adopted:

_____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME:_____

PROJECT #_____ **DATE OF RECEIPT**_____

PROJECT DESCRIPTION _____

_____

CONTRACT AMOUNT _____

VENDOR NAME _____

VENDOR NUMBER_____

DEPT #_____ **DEPT NAME**_____

CONTRACT ADMINISTRATOR_____

Please Select by circling one (Type):

Architectural Engineering Testing (Professional Services)

Construction (Unit Price)* Construction** Non Contractual

Performance-Contributed Contractual

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N___ ; 5% of the 1st 50% _____ or If different, indicate special rate_____

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

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

Prepared by: _____Shayla Jones Bearo_____ **Date** _____

Revised 11/14/2019 Marilyn McMillan

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Cameron Robinson

Amount of Contract:

n/a

Effective Date of Contract:

12/5/2023

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Eager

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Settlement Agreement and Release of Claims - Robinson	Resolution Letter	11/21/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	11/21/2023 - 9:05 AM
			11/28/2023 -

Legal	Kern, Chris	Approved	11:08 AM
Mayors Office	Montgomery, Brandi	Approved	11/30/2023 - 2:16 PM

RESOLUTION

Sponsored by: Mayor 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 Cameron Robinson, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

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AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of the University of South Alabama

Amount of Contract:

n/a

Effective Date of Contract:

12/12/2023

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Jackson

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Settlement Agreement and Release of Claims - USA	Resolution Letter	11/30/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	11/30/2023 - 2:31 PM
			11/30/2023 -

Legal	Kern, Chris	Approved	2:35 PM
Mayors Office	Montgomery, Brandi	Approved	11/30/2023 - 3:02 PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of the University of South Alabama, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

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AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Sponsored by:

Councilmember Gregory

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

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

REVIEWERS:

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

RESOLUTION

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

Adopted:

_____

City Clerk

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

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

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

Lisa C. Lambert
City Clerk

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

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

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

ALSO:

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

ALSO:

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

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

ALSO: (LEASED FROM SPRINGHILL COLLEGE)

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

ALL CONTAINING 48 ACRES, MORE OR LESS.

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

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

WHEREAS, the City Council finds that the proposed modification:

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

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

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

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

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

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

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

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

1) Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

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

Synopsis of Proposed Amendment to the Unified Development Code

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

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

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

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

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

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

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

ALSO:

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

ALSO:

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

ALSO: (LEASED FROM SPRINGHILL COLLEGE)

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

ALL CONTAINING 48 ACRES, MORE OR LESS.

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

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

WHEREAS, the City Council finds that the proposed modification:

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

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

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

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

1) Full compliance with all municipal codes and ordinances.

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

Adopted:

_____

Lisa Lambert, City Clerk

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

THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

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

Dear Council Members:

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

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

1) Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

June 27, 2023

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

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

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

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

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

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

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

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

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

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

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

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

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

MOBILE CITY PLANNING COMMISSION
May 25, 2023
PUBLIC HEARING NOTICE

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

Dear Applicant(s)/ Owner(s):

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

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

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

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

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

MOBILE CITY PLANNING COMMISSION
May 25, 2023
PUBLIC HEARING NOTICE

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

Dear Property Owner(s):

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

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

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

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

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

MOD-002524-2023

City of Mobile · Planning & Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits** Checklist A

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

☐ **Planned Development** Checklist C

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

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

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

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

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

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

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

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

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

R-1 — Present Zoning or Transect District

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

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

This requirement applies to any of the following applications:

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

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

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

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

See attached Letters of Authorization — Owner Signature

Date

Applicant or Agent Signature (if applicable)

05/12/2023 — Date

Don Whittington - McCrory & Williams, Inc.

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

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

See attached Letters of Authorization — Applicant or Agent Signature

Date

CHECKLIST D
Previously approved Planning Approvals and Planned Unit Developments

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

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

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

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

   Institutional
   Future Land Use Map (FLUM) Designation

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

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

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

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

6. Please provide the following information:

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

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

☐ Lighting:
Existing softball field lighting.

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

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

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

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

PUD
FOR
ST. PAUL'S EPISCOPAL SCHOOL SUBDIVISION

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

AND

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

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

DESCRIPTION OF PUD PROPERTY:

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

ALSO:

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

ALSO:

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

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

ALSO: (LEASED FROM SPRINGHILL COLLEGE)

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

ALL CONTAINING 48 ACRES, MORE OR LESS.

Application Submission
Contact Information

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

Address 161 Dogwood Lane

Owner St. Pauls Episcopal School

Address: 161 Dogwood Lane Mobile Al Zip Code 36608

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

Authorized Agent McCrory & Williams Inc.

Address 3207 International Dr Mobile Al Zip Code 36606

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

Contractor _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer _____

Address _____ Zip Code _____
36606

Phone _____ Fax _____ Email _____

Architect _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by:

Laura M. Davis

Laura M. Davis Date: 5/15/23

Signature Print

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

Springhill College
4000 Dauphin Street
MOBILE , AL 36608

May 5, 2023

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

To Whom It May Concern:

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

Sincerely,

Christopher P. Puto Ph.D.

Printed Name of Authorized Representative

Chris P. Puto

Signature

Springhill College
4000 Dauphin Street
MOBILE , AL 36608

May 5, 2023

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

To Whom It May Concern:

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

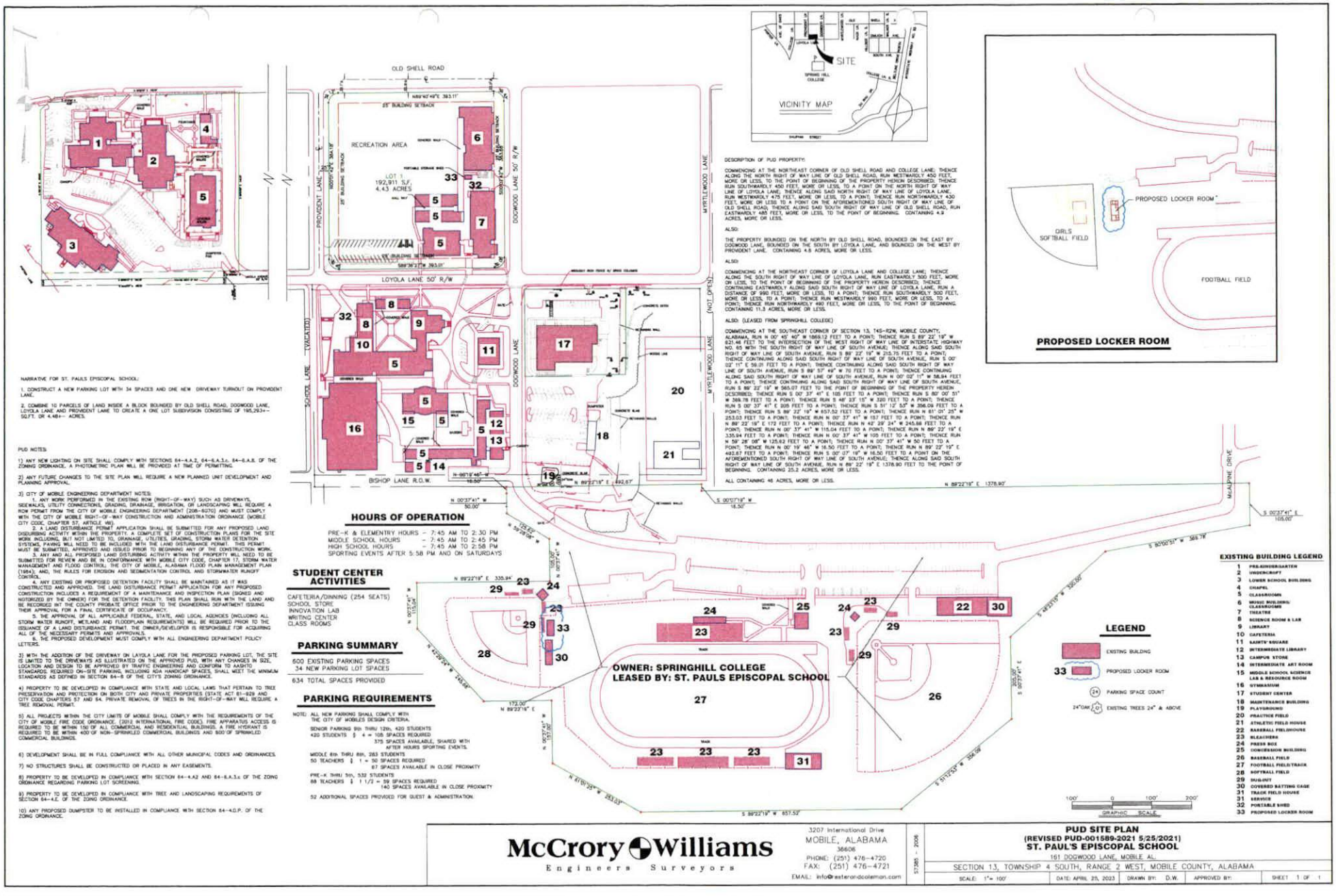
Sincerely,

Pamela R Andrews

Printed Name of Authorized Representative

P. Andrews CFO/COO

Signature



NARRATIVE FOR ST. PAULS EPISCOPAL SCHOOL:

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

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

PUD NOTES:

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

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

3) CITY OF MOBILE ENGINEERING DEPARTMENT NOTES:
1. ANY WORK PERFORMED IN THE EXISTING ROW (RIGHT-OF-WAY) SUCH AS DRIVEWAYS, SIDEWALKS, UTILITY CONNECTIONS, GRADING, DRAINAGE, IRRIGATION, OR LANDSCAPING WILL REQUIRE A ROW PERMIT FROM THE CITY OF MOBILE ENGINEERING DEPARTMENT (208-6270) AND MUST COMPLY WITH THE CITY OF MOBILE RIGHT-OF-WAY CONSTRUCTION AND ADMINISTRATION ORDINANCE (MOBILE CITY CODE, CHAPTER 57, ARTICLE VIII).
2. A LAND DISTURBANCE PERMIT APPLICATION SHALL BE SUBMITTED FOR ANY PROPOSED LAND DISTURBING ACTIVITY WITHIN THE PROPERTY. A COMPLETE SET OF CONSTRUCTION PLANS FOR THE SITE WORK INCLUDING, BUT NOT LIMITED TO, DRAINAGE, UTILITIES, GRADING, STORM WATER DETENTION SYSTEMS, PAVING WILL NEED TO BE INCLUDED WITH THE LAND DISTURBANCE PERMIT. THIS PERMIT MUST BE SUBMITTED, APPROVED AND ISSUED PRIOR TO BEGINNING ANY OF THE CONSTRUCTION WORK.
3. ANY AND ALL PROPOSED LAND DISTURBING ACTIVITY WITHIN THE PROPERTY WILL NEED TO BE SUBMITTED FOR REVIEW AND BE IN CONFORMANCE WITH MOBILE CITY CODE, CHAPTER 17, STORM WATER MANAGEMENT AND FLOOD CONTROL; THE CITY OF MOBILE, ALABAMA FLOOD PLAIN MANAGEMENT PLAN (1984); AND, THE RULES FOR EROSION AND SEDIMENTATION CONTROL AND STORMWATER RUNOFF CONTROL.
4. ANY EXISTING OR PROPOSED DETENTION FACILITY SHALL BE MAINTAINED AS IT WAS CONSTRUCTED AND APPROVED. THE LAND DISTURBANCE PERMIT APPLICATION FOR ANY PROPOSED CONSTRUCTION INCLUDES A REQUIREMENT OF A MAINTENANCE AND INSPECTION PLAN (SIGNED AND NOTARIZED BY THE OWNER) FOR THE DETENTION FACILITY. THIS PLAN SHALL RUN WITH THE LAND AND BE RECORDED INT THE COUNTY PROBATE OFFICE PRIOR TO THE ENGINEERING DEPARTMENT ISSUING THEIR APPROVAL FOR A FINAL CERTIFICATE OF OCCUPANCY.
5. THE APPROVAL OF ALL APPLICABLE FEDERAL, STATE, AND LOCAL AGENCIES (INCLUDING ALL STORM WATER RUNOFF, WETLAND AND FLOODPLAIN REQUIREMENTS) WILL BE REQUIRED PRIOR TO THE ISSUANCE OF A LAND DISTURBANCE PERMIT. THE OWNER/DEVELOPER IS RESPONSIBLE FOR ACQUIRING ALL OF THE NECESSARY PERMITS AND APPROVALS.
6. THE PROPOSED DEVELOPMENT MUST COMPLY WITH ALL ENGINEERING DEPARTMENT POLICY LETTERS.

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

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

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

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

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

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

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

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

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

DESCRIPTION OF PUD PROPERTY:

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

ALSO:

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

ALSO:

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

ALSO: (LEASED FROM SPRINGHILL COLLEGE)

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ALL CONTAINING 46 ACRES, MORE OR LESS.

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

57385 - 2006

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

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

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

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

LAFFRE ELIZABETH H
510 PINE ST
CAMDEN, SC 29020

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

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

BEAN PROPERTIES LLC
PO BOX 376
MOBILE, AL 36601

FRANGOS D N
3610 THE CEDARS AVE
MOBILE, AL 36608

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

WIZARD PROPERTIES LLC
89 TUTHILL LN
MOBILE, AL 36608

SAINT-PAUL CARLA
771 HENCKLEY AVE
MOBILE, AL 36608

WILRAN NUMBER FIVE LLC
7 YESTER PLACE
MOBILE, AL 36608

SLEDGE ANNE T
121 RIDGELAWN DR E
MOBILE, AL 36608

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

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

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

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

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

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

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

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

ROEDDER GWENDOLYN A
211 LEVERT AVE
MOBILE, AL 36607

JKV PROPERTIES LLC
4470 MCCRARY RD
SEMMES, AL 36575

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

FRANKLIN SUSAN B
10 DRURY LN
MOBILE, AL 36608

ERP LLC
3762 MORDECAI LN
MOBILE, AL 36608

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

CREEL BRUCE & EVA
3762 MOFFETT RD
MOBILE, AL 36618

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

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

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

BMAX LLC
4109 URSULINE DR
MOBILE, AL 36608

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

COLLINS HOMER R
PO BOX 376
MOBILE, AL 36601

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

SPRINGHILL MANOR LLC
740 MUSEUM DR
MOBILE, AL 36608

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

WHETROCK, LLC
10 AUDUBON PL
FAIRHOPE, AL 36532

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

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

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

SINDEL JAMES
89 TUTHILL LN
MOBILE, AL 36608

WALKER WALTON LLC
4068 OLD SHELL RD
MOBILE, AL 36608

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

TOOMEY PATRICK DOBBIN
PO BOX 530484
BIRMINGHAM, AL 35253

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

RTD DEVELOPERS LLC
3851 OLD SHELL RD
MOBILE, AL 36608

WALTERS C L JR
650 RIDGEFIELD DR
MOBILE, AL 36608

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

FOUNTAIN KATHLEEN FRAZER
24549 VENETIA RD
MOBILE, AL 36605

JUSTICE SHIRLEY M
4010 OLD SHELL RD
MOBILE, AL 36608

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

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

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

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

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

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

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

BARTER MICHAEL & SUSAN
446 CLUBHOUSE DR
FAIRHOPE, AL 36532

STEPHENS SELDEN H JR
259 TUTHILL LN
MOBILE, AL 36608

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

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

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

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

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

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

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

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

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

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

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

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

BROUGHTON MARY C
255 TUTHILL LN
MOBILE, AL 36608

BAGWELL CHARLDEEN J
1410 FAIRVIEW ST
GRUNDY, VA 24614

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

RUSS ROBERT WILSON III
1745 HUNTER AVE
MOBILE, AL 36604

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

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

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

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

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

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

AMBERGER NICHOLAS & MELANIE
3940 MCREE LN
MOBILE, AL 36608

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

TROPEANO ANA KARINA
3933 MCREE PL
MOBILE, AL 36608

MCELROY JEANNE F
3505 STEIN ST
MOBILE, AL 36608

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

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

JONES TAYLOR STIMPSON
254 DOGWOOD LN
MOBILE, AL 36608

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

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

HALLET MARY FRANCES
210 DOGWOOD LN
MOBILE, AL 36608

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

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

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

VICK VALERIE L
216 DAUPHIN ST
MOBILE, AL 36608

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

BROWN SUSAN VALENTINE
3454 LOYOLA LN
MOBILE, AL 36608

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

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

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DOUGLAS LOUDEN
1902 GOVERNMENT ST
MOBILE, AL 36606

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

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

PATEL ANGELA
PO BOX 5463
GULF SHORES, AL 36547

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

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

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

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

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

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

CMB LP
PO BOX 178
LUCEDALE, MS 39452

MCGUIRE JAMES E
PO BOX 6150
MOBILE, AL 36660

CASTILLO SERGIO A
3850 LLEWELYN DR
MOBILE, AL 36608

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

ZOGHBY JEFF
1229 CHIMNEY TOP DR W
MOBILE, AL 36608

CANFIELD LEWIS
276 MAYFLOWER ST
MOBILE, AL 36607

SALES DIRECT LLC
PO BOX 9877
MOBILE, AL 36691

SMP PROPERTIES LLC
5570 NEVIUS RD
MOBILE, AL 36619

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

MCCONAGHY NANCY
PO BOX 33
SATSUMA, AL 36572

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

SULLIVAN PATRICIA ANNE
2340 HUFFMAN DR W
MOBILE, AL 36693

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

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

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

TANNER LOIS VIRGINIA LOTT
PO BOX 55
CITRONELLE, AL 36522

MIRROR LAKE RAQUET CLUB
PO BOX 40004
MOBILE, AL 36604

SLAUGHTER ROBERT J
196 STILLWOOD LN
MOBILE, AL 36608

JOHNSTON MARGARET D
1008 HWY 90
MOBILE, AL 36693

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

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

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

MORGAN ELISKA & MICHAEL
63 NACK LN
MOBILE, AL 36608

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

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

FRIEDLANDER JANIS R
PO BOX 91901
MOBILE, AL 36691

URBANSKI GREG ANTHONY
PO BOX 81194
MOBILE, AL 36689

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

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

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

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

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

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

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

CROOM JOHN T
110 DU RHU DR
MOBILE, AL 36608

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

FARMER ZUE I
700 BISHOP LN N
MOBILE, AL 36608

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

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

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

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

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

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

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

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

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

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

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

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

DAFFIN LYNETTE V
12302 SHADOWPOINT DR
HOUSTON, TX 77082

FICK STEPHEN F
400 STIRRUP CT
MOBILE, AL 36608

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

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

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

JONES EMILIE WALKER
163 HILLSIDE LN
MOBILE, AL 36608

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

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

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

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

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

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

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

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

HALE MARY W
12 MCALPINE DR
MOBILE, AL 36608

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402 ROTHLEY AVE
FAIRHOPE, AL 36532

ESPINOSA MARY HELEN
PO BOX 527444
MIAMI, FL 33152

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

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

GREEN MATTHEW S
57 NACK LN
MOBILE, AL 36608

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LEARD WILLIAM DAVID
61 HILLSIDE DR
MOBILE, AL 36608

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

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

INGE HERNDON III
4058 OLD SHELL ROAD
MOBILE, AL 36608

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

FRIEND JOHN H III
PO BOX 1645
MOBILE, AL 36633

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

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

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

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

HAMILTON CATHERINE V
8706 PATTERSON PATH
LILLIAN, AL 36549

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

MCCOY AMY MCDUFFIE
30846 PARAPET CT
SPANISH FORT, AL 36527

RADCLIFF VIRGINIA STINSON
20 N REED AVE
MOBILE, AL 36604

MITCHELL ALICE SCHAFFER
6065 BUCHANAN CR
MCDONOUGH, GA 30252

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

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

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

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

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

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

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

PIERCE MICHAEL TRAVIS
105 RIDGELAWN DR E
MOBILE, AL 36608

MCCREE PLACE HOMEOWNERS ASSOC
3940 MCREE LN
MOBILE, AL 36608

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

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

RHODES LOWREY & SHANNON
PO BOX 81656
MOBILE, AL 36689

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

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

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

KITSOS III CHRISTOPHER T
8 MCALPINE DR
MOBILE, AL 36608

HURD AUBREY M
151 MCALPINE DR
MOBILE, AL 36608

MORGAN DAVID H
3 MCALPINE DR
MOBILE, AL 36608

FULMER ANNA KATHARYN
10 ROSE AVE
MOBILE, AL 36608

GRAFE MARY EMMA
12 ROSE AVE
MOBILE, AL 36608

TOMLINSON MICHAEL P
6 ROSE AVE
MOBILE, AL 36608

SLAUGHTER ROBERT J
11000 KELLY RD
MOBILE, AL 36608

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

BLANTON ARRIA
31490 HEIDELBROOK LOOP
SPANISH FORT, AL 36527

BURLESON DEBORAH
604 BARCELONA DR
SATSUMA, AL 36572

DERELI NESLIHAN
60 N ROYAL ST
MOBILE, AL 36602

CORNELL PROPERTIES LLC
PO BOX 8345
MOBILE, AL 36689

LARRY JEFFERSON DOUGLAS
10385 KALI OKA RD
MOBILE, AL 36613

FUSALOTTI ANDREW
3741 RIVERCHASE CT
THEODORE, AL 36582

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

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

ASG INVESTMENTS, LLC
117 FRAZER CT
MOBILE, AL 36607

FULLER BRADLEY E
251 CROSSGATE DR
ELMORE, AL 36025

STANTON BRENDA J
2123 SHEFFIELD CT
MOBILE, AL 36693

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

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

BROOKS KAREN JACKSON HILL
PO BOX 842
WATSON, LA 70786

ROBERTSON MARGARET LYNN
135 RIVERBEND DR
MOBILE, AL 36605

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

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

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

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

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

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

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

KANGSUMRITH TEE & ANH
PO BOX 1453
FAIRHOPE, AL 36533

MARRIOTT ANN BRAXTON
313 RIDGELAWN DR W
MOBILE, AL 36608

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

SHEETS LISA
128D DU RHU DR
MOBILE, AL 36608

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

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

NALL CHRISTOPHER
112A DU RHU DR
MOBILE, AL 36608

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

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

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

BOYLES JAMES
114D DU RHU DR
MOBILE, AL 36608

MORGAN BONNIE E
6250 HILLVIEW RD
THEODORE, AL 36582

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

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

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

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

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

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

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

Agenda Item #: 6

MOD-002524-2023 & MOD-002525-2023

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

Applicant Materials for Consideration – Planned Unit Development Modification

Applicant Materials for Consideration – Planning Approval Modification

DETAILS

Location:
161 Dogwood Lane

Subdivision Name:
Not applicable

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

Property Owner:
St. Paul's Episcopal

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

Future Land Use:
Institutional

Applicable Codes, Policies, and Plans:

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

Schedule for Development:
Not provided

Proposal:

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

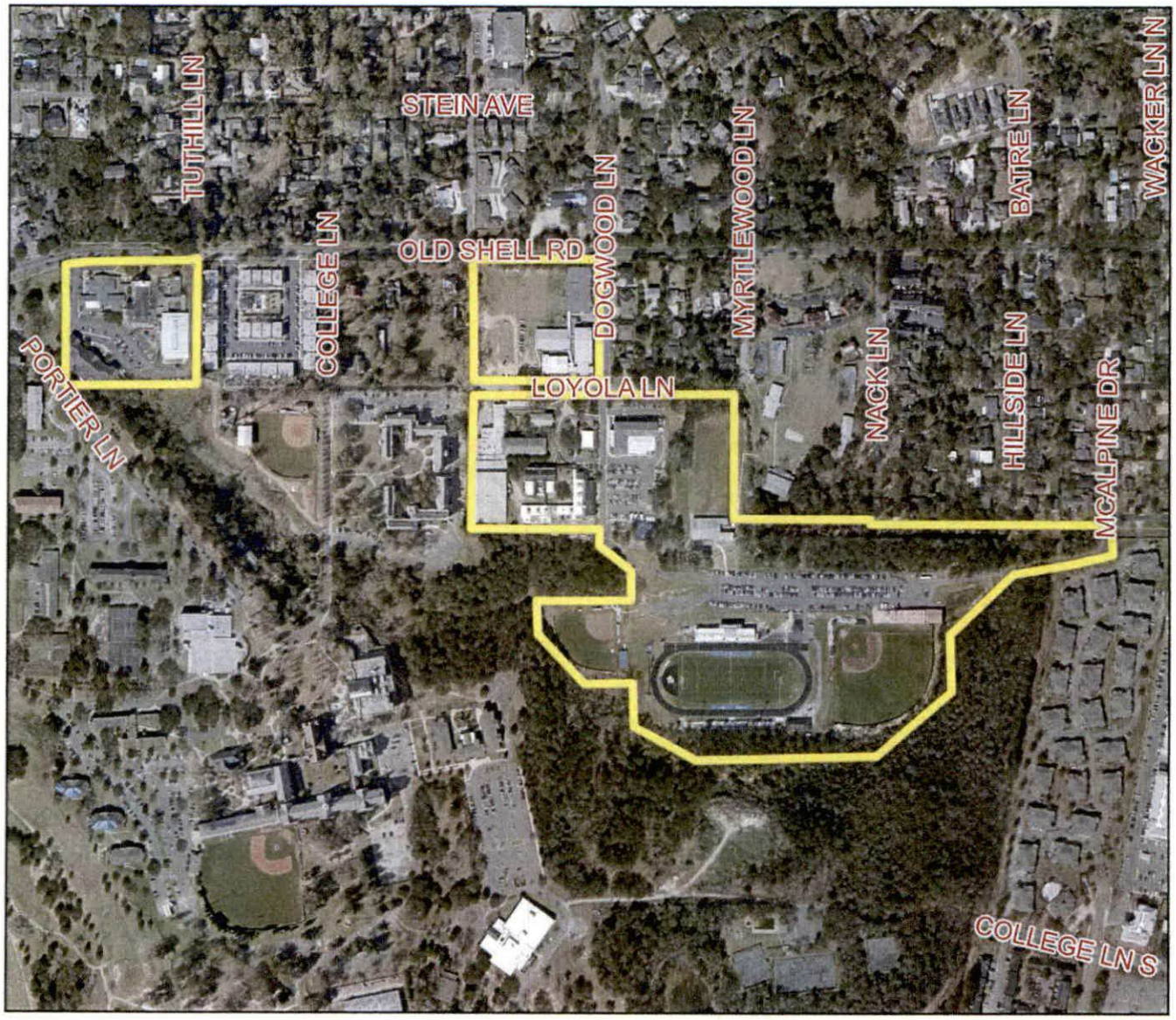
Considerations:

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

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PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



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

APPLICATION NUMBER 6 DATE June 15, 2023

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

REQUEST PUD Modification, PA Modification

N

NTS

SITE HISTORY

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

STAFF COMMENTS

Engineering Comments:

Planned Unit Development Modification (MOD-002524-2023)

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

Planning Approval Modification (MOD-002525-2023)

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

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

Planning Comments:

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

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

PLANNING APPROVAL / PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

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

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

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

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

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

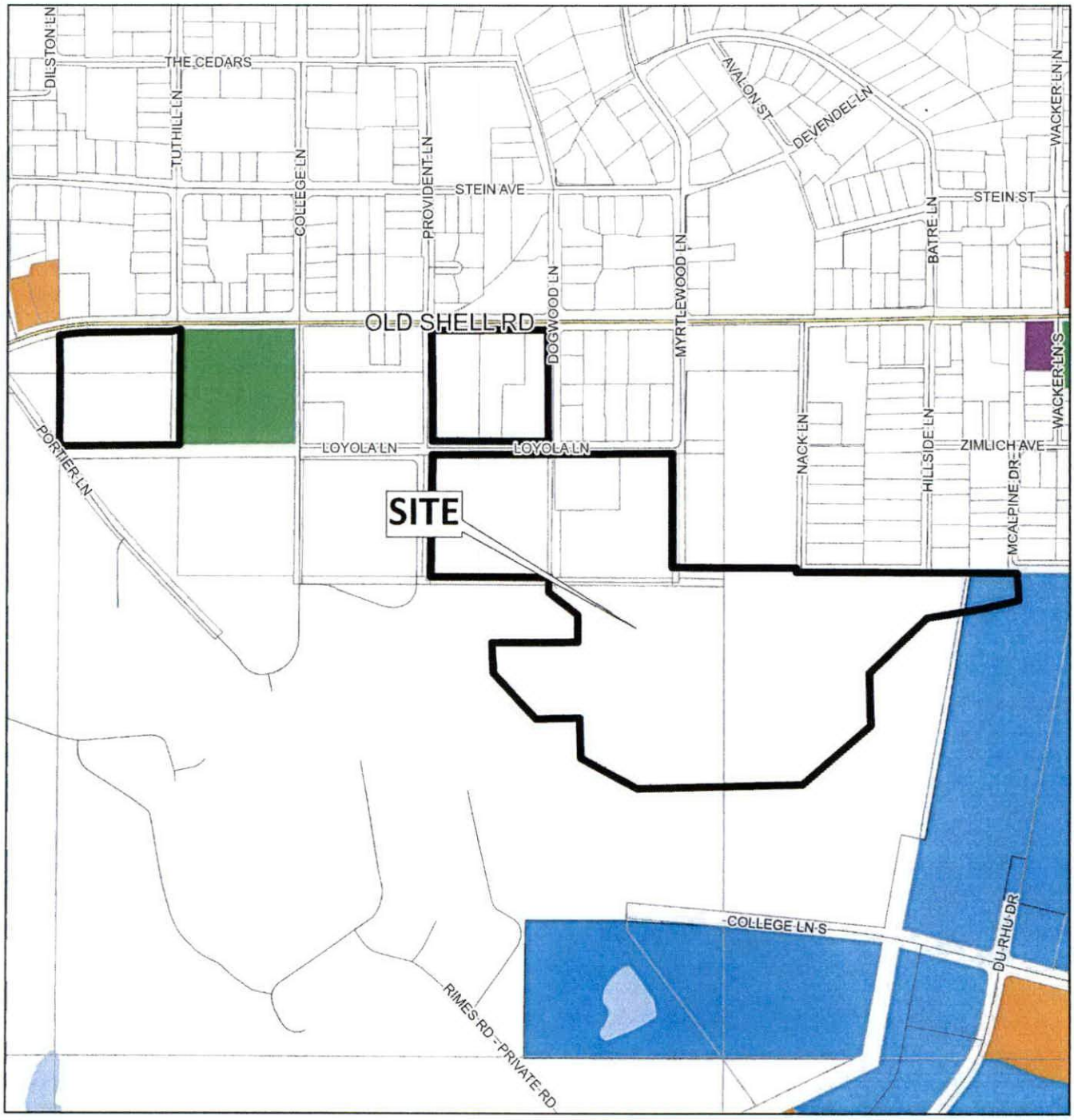
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

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

1. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 6 DATE June 15, 2023

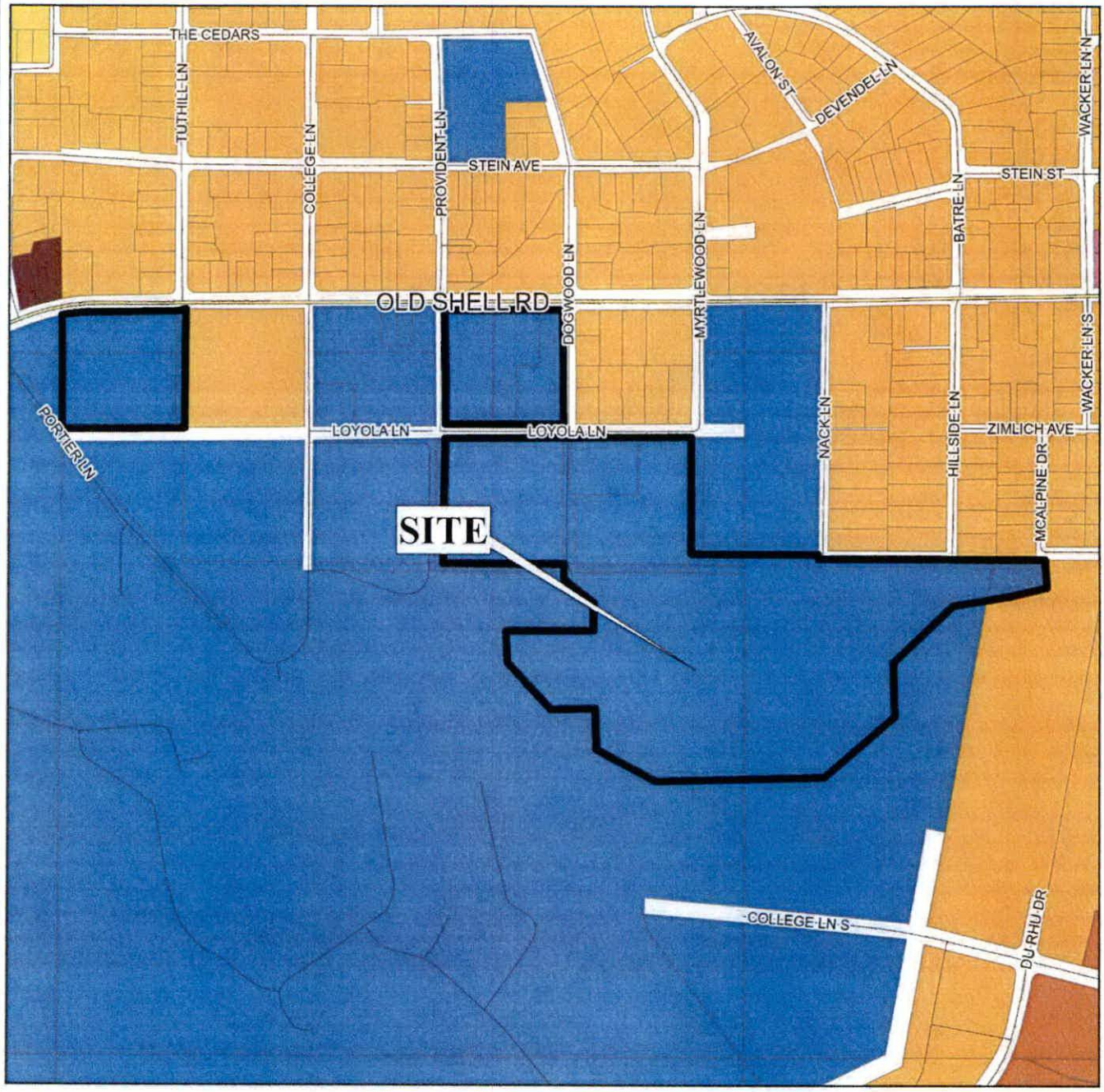
APPLICANT St. Paul's Episcopal School, McCrory & Williams, Agent

REQUEST PUD Modification, PA Modification

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 6 DATE June 15, 2023

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

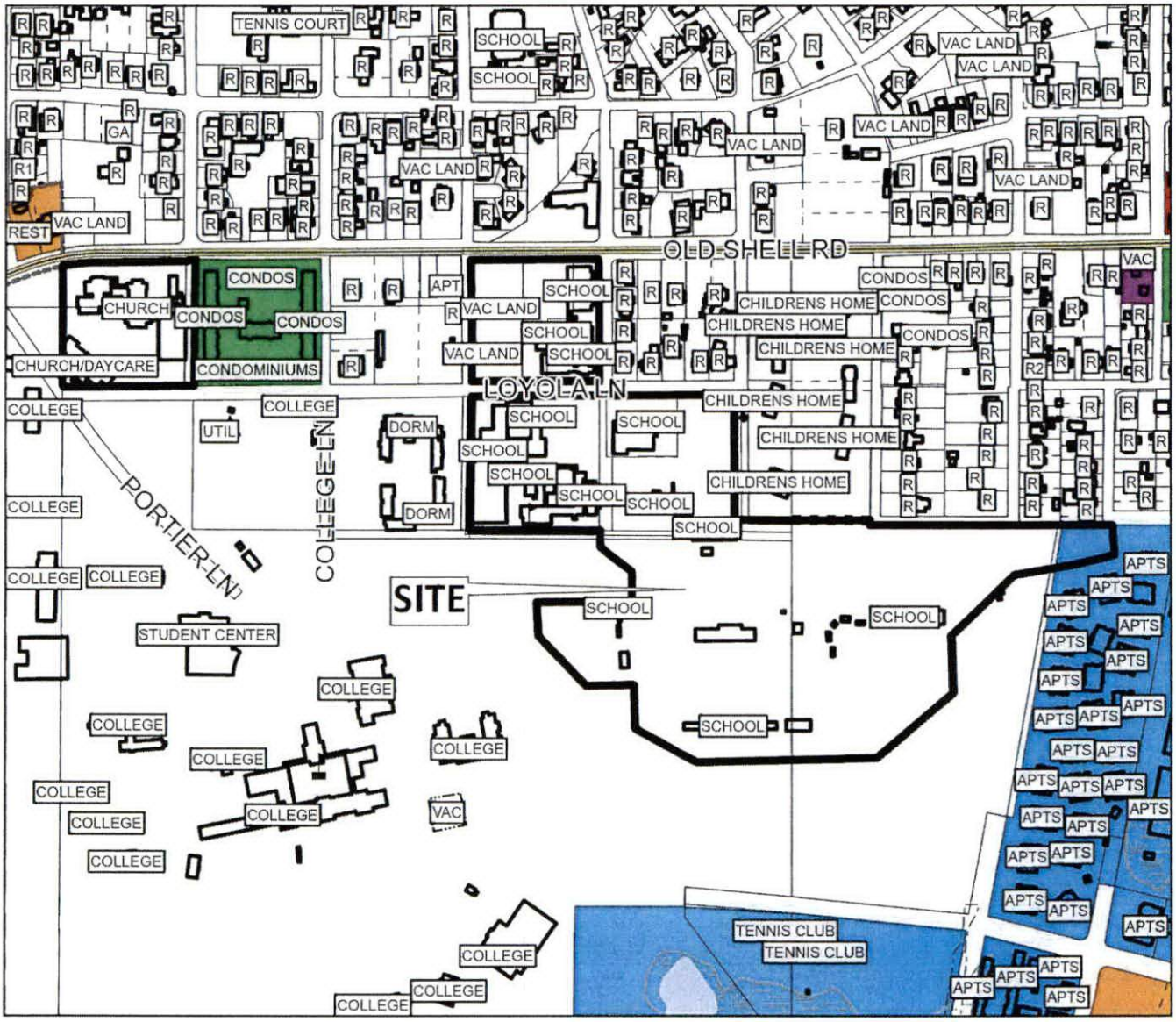
REQUEST PUD Modification, PA Modification

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



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

APPLICATION NUMBER 6 DATE June 15, 2023

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

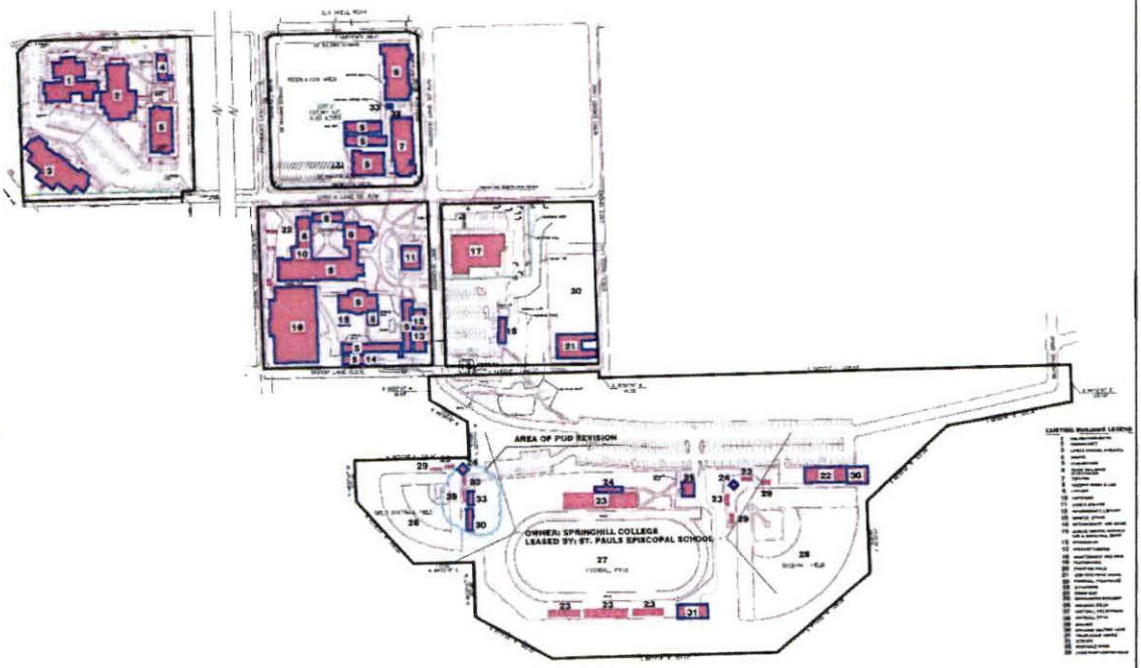
REQUEST PUD Modification, PA Modification

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

N

NTS

SITE PLAN



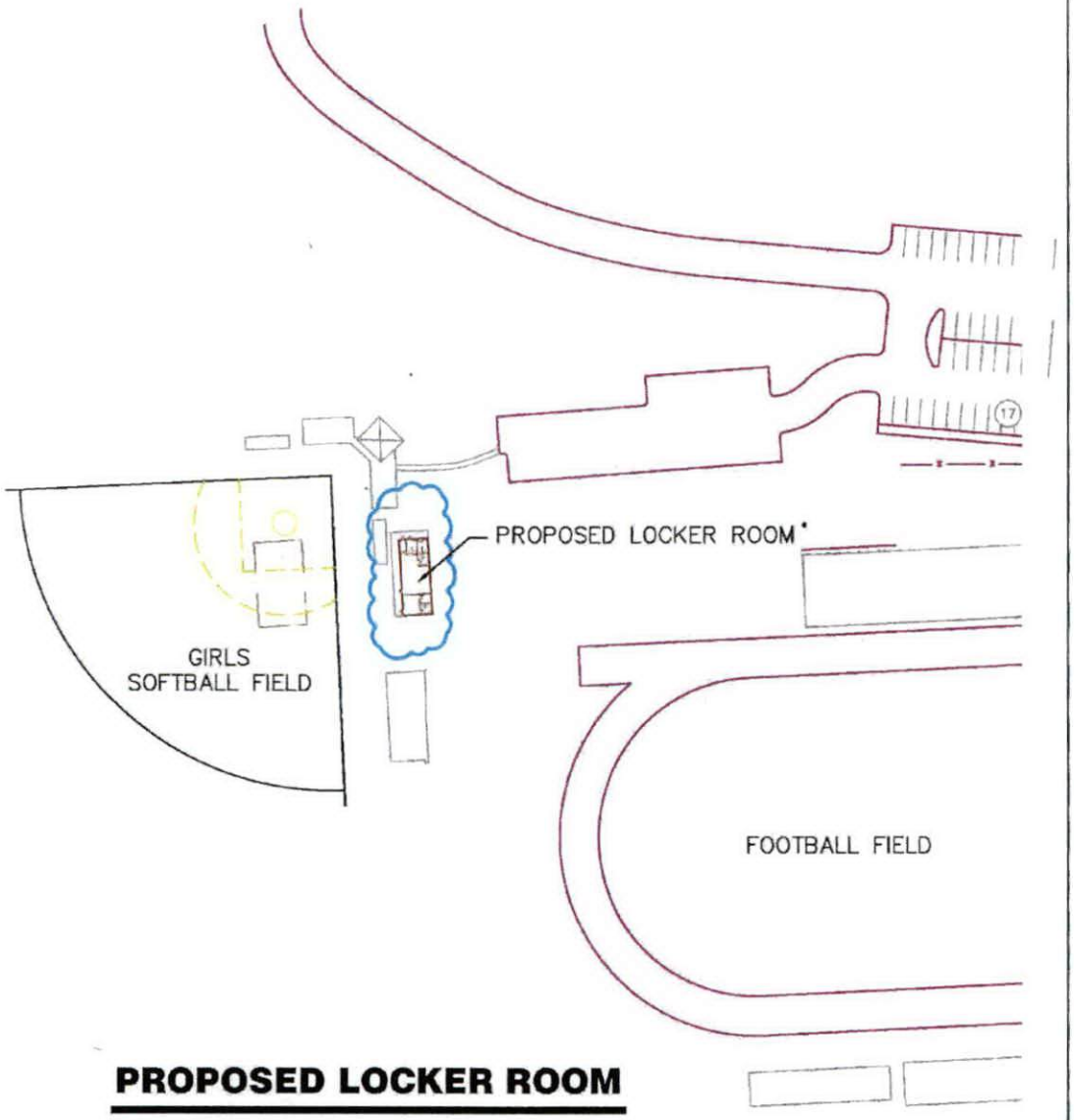
The site plan illustrates the existing school buildings, and proposed locker room.

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

N

NTS

DETAIL SITE PLAN



PROPOSED LOCKER ROOM

APPLICATION NUMBER 6 DATE June 15, 2023

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

REQUEST PUD Modification, PA Modification

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Funding Source

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

ATTACHMENTS:

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

REVIEWERS:

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

RESOLUTION

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

Adopted:

_____

City Clerk

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

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

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

Lisa C. Lambert
City Clerk

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

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

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

ALSO:

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

ALSO:

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

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

ALSO: (LEASED FROM SPRINGHILL COLLEGE)

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

ALL CONTAINING 48 ACRES, MORE OR LESS.

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

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

WHEREAS, the City Council finds that the proposed modification:

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

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

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

1) Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

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

Synopsis of Proposed Amendment to the Unified Development Code

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

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

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

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

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

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

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

ALSO:

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

ALSO:

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

ALSO: (LEASED FROM SPRINGHILL COLLEGE)

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

ALL CONTAINING 48 ACRES, MORE OR LESS.

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

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

WHEREAS, the City Council finds that the proposed modification:

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

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

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

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

1) Full compliance with all municipal codes and ordinances.

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

Adopted:

_____

Lisa Lambert, City Clerk

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

THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

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

Dear Council Members:

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

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

1) Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

June 27, 2023

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

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

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

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

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

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

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

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

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

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

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

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

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

MOBILE CITY PLANNING COMMISSION
May 25, 2023
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

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

Dear Applicant(s)/ Owner(s):

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

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

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

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

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

MOBILE CITY PLANNING COMMISSION
May 25, 2023
PUBLIC HEARING NOTICE

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

Dear Property Owner(s):

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

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

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

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

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

MOD-002525-2023

City of Mobile · Planning & Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits** — Checklist A

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

☐ **Planned Development** — Checklist C

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

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

---

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

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

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

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

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

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

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

R-1 — Present Zoning or Transect District

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

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

This requirement applies to any of the following applications:

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

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

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

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

See attached Letters of Authorization — Owner Signature

Date

Applicant or Agent Signature (if applicable)

05/12/2023 — Date

Don Whittington - McCrory & Williams, Inc.

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

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

See attached Letters of Authorization — Applicant or Agent Signature

Date

CHECKLIST D
Previously approved Planning Approvals and Planned Unit Developments

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

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

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

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

   Institutional
   Future Land Use Map (FLUM) Designation

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

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

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

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

6. Please provide the following information:

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

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

   ☐ Lighting:
   Existing softball field lighting.

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

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

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

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

PUD
FOR
ST. PAUL'S EPISCOPAL SCHOOL SUBDIVISION

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

AND

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

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

DESCRIPTION OF PUD PROPERTY:

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

ALSO:

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

ALSO:

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

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

ALSO: (LEASED FROM SPRINGHILL COLLEGE)

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

ALL CONTAINING 48 ACRES, MORE OR LESS.

Application Submission
Contact Information

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

Address 161 Dogwood Lane

Owner St. Pauls Episcopal School

Address: 161 Dogwood Lane Mobile Al Zip Code 36608

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

Authorized Agent McCrory & Williams Inc.

Address 3207 International Dr Mobile Al Zip Code 36606

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

Contractor _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer _____

Address _____ Zip Code _____
36606

Phone _____ Fax _____ Email _____

Architect _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by:

Laura M. Davis

Laura M. Davis Date: 5/15/23

Signature Print

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

Springhill College
4000 Dauphin Street
MOBILE , AL 36608

May 5, 2023

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

To Whom It May Concern:

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

Sincerely,

Christopher P. Puto Ph.D.

Printed Name of Authorized Representative

Chris P. Puto

Signature

Springhill College
4000 Dauphin Street
MOBILE , AL 36608

May 5, 2023

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

To Whom It May Concern:

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

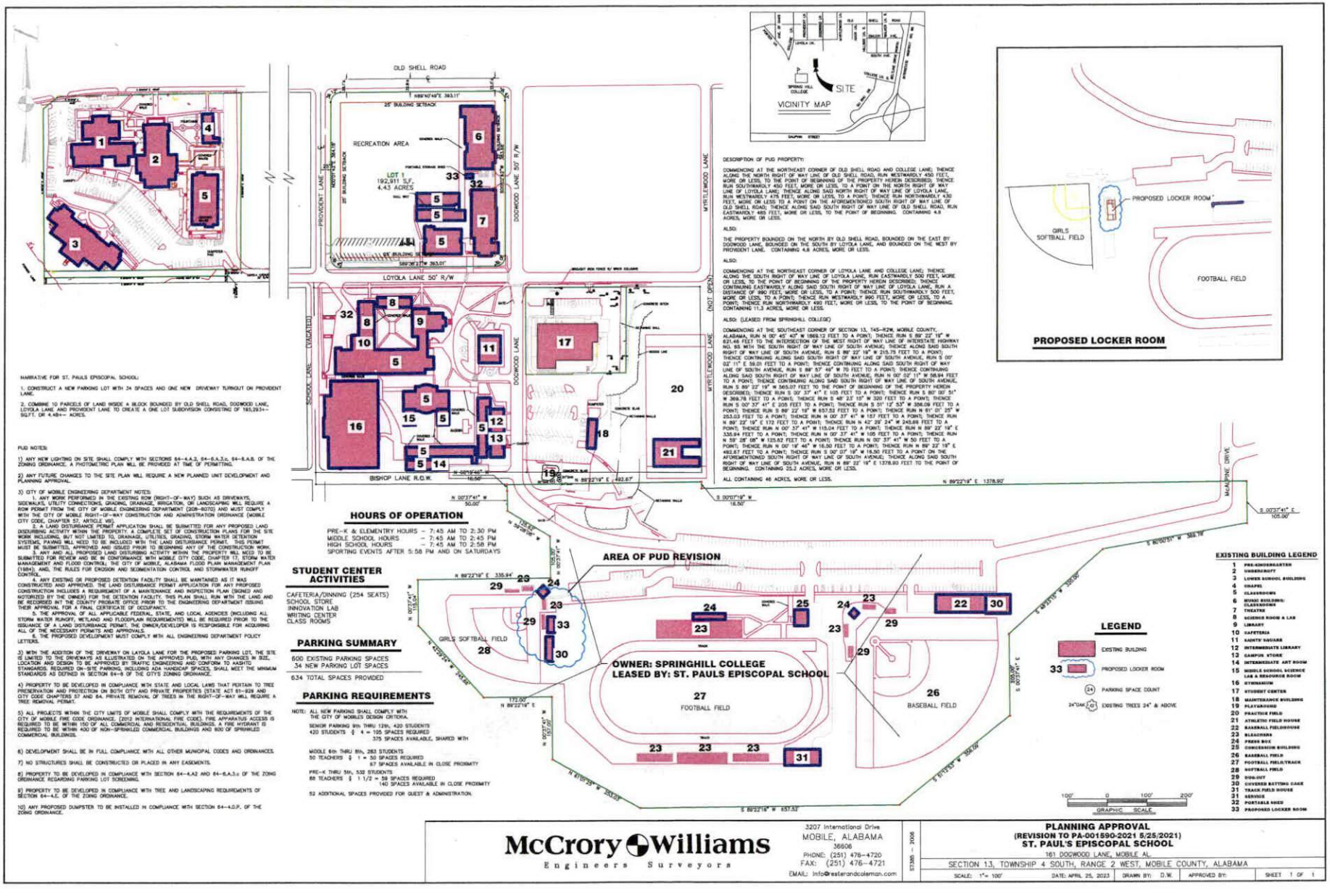
Sincerely,

Pamela R. Andrews

Printed Name of Authorized Representative

P. Andrews CFO/COO

Signature



NARRATIVE FOR ST. PAULS EPISCOPAL SCHOOL:

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

2. COMBINE 10 PARCELS OF LAND INSIDE A BLOCK BOUNDED BY OLD SHELL ROAD, DOGWOOD LANE, LOYOLA LANE AND PROVIDENT LANE TO CREATE A ONE LOT SUBDIVISION CONSISTING OF 193,283+- SQ.FT. OR 4.48+- ACRES.

PUD NOTES:

1) ANY NEW LIGHTING ON SITE SHALL COMPLY WITH SECTIONS 64-4.A.2, 64-6.A.3.c, 64-6.A.5. OF THE ZONING ORDINANCE. A PHOTOMETRIC PLAN WILL BE PROVIDED AT TIME OF PERMITTING.

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

3) CITY OF MOBILE ENGINEERING DEPARTMENT NOTES:
1. ANY WORK PERFORMED IN THE EXISTING ROW (RIGHT-OF-WAY) SUCH AS DRIVEWAYS, SIDEWALKS, UTILITY CONNECTIONS, GRADING, DRAINAGE, IRRIGATION, OR LANDSCAPING WILL REQUIRE A ROW PERMIT FROM THE CITY OF MOBILE ENGINEERING DEPARTMENT (208-8070) AND MUST COMPLY WITH THE CITY OF MOBILE RIGHT-OF-WAY CONSTRUCTION AND ADMINISTRATION ORDINANCE (MOBILE CITY CODE, CHAPTER 57, ARTICLE VIII).
2. A LAND DISTURBANCE PERMIT APPLICATION SHALL BE SUBMITTED FOR ANY PROPOSED LAND DISTURBING ACTIVITY WITHIN THE PROPERTY. A COMPLETE SET OF CONSTRUCTION PLANS FOR THE SITE WORK INCLUDING, BUT NOT LIMITED TO, DRAINAGE, UTILITIES, GRADING, STORM WATER DETENTION SYSTEMS, PAVING WILL NEED TO BE INCLUDED WITH THE LAND DISTURBANCE PERMIT. THIS PERMIT MUST BE SUBMITTED, APPROVED AND ISSUED PRIOR TO BEGINNING ANY OF THE CONSTRUCTION WORK.
3. ANY AND ALL PROPOSED LAND DISTURBING ACTIVITY WITHIN THE PROPERTY WILL NEED TO BE SUBMITTED FOR REVIEW AND BE IN CONFORMANCE WITH MOBILE CITY CODE, CHAPTER 17, STORM WATER MANAGEMENT AND FLOOD CONTROL; THE CITY OF MOBILE, ALABAMA FLOOD PLAIN MANAGEMENT PLAN (1984); AND, THE RULES FOR EROSION AND SEDIMENTATION CONTROL AND STORMWATER RUNOFF CONTROL.
4. ANY EXISTING OR PROPOSED DETENTION FACILITY SHALL BE MAINTAINED AS IT WAS CONSTRUCTED AND APPROVED. THE LAND DISTURBANCE PERMIT APPLICATION FOR ANY PROPOSED CONSTRUCTION INCLUDES A REQUIREMENT OF A MAINTENANCE AND INSPECTION PLAN (SIGNED AND NOTORIZED BY THE OWNER) FOR THE DETENTION FACILITY. THIS PLAN SHALL RUN WITH THE LAND AND BE RECORDED INT THE COUNTY PROBATE OFFICE PRIOR TO THE ENGINEERING DEPARTMENT ISSUING THEIR APPROVAL FOR A FINAL CERTIFICATE OF OCCUPANCY.
5. THE APPROVAL OF ALL APPLICABLE FEDERAL, STATE, AND LOCAL AGENCIES (INCLUDING ALL STORM WATER RUNOFF, WETLAND AND FLOODPLAIN REQUIREMENTS) WILL BE REQUIRED PRIOR TO THE ISSUANCE OF A LAND DISTURBANCE PERMIT. THE OWNER/DEVELOPER IS RESPONSIBLE FOR ACQUIRING ALL OF THE NECESSARY PERMITS AND APPROVALS.
6. THE PROPOSED DEVELOPMENT MUST COMPLY WITH ALL ENGINEERING DEPARTMENT POLICY LETTERS.

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

4) PROPERTY TO BE DEVELOPED IN COMPLIANCE WITH STATE AND LOCAL LAWS THAT PERTAIN TO TREE PRESERVATION AND PROTECTION ON BOTH CITY AND PRIVATE PROPERTIES (STATE ACT 61-929 AND CITY CODE CHAPTERS 57 AND 64. PRIVATE REMOVAL OF TREES IN THE RIGHT-OF-WAY WILL REQUIRE A TREE REMOVAL PERMIT.

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

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

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

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

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

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

NOTE: ALL NEW PARKING SHALL COMPLY WITH THE CITY OF MOBILES DESIGN CRITERIA.

SENIOR PARKING 9th THRU 12th, 420 STUDENTS
420 STUDENTS @ 4 = 105 SPACES REQUIRED
375 SPACES AVAILABLE, SHARED WITH

MIDDLE 6th THRU 8th, 283 STUDENTS
50 TEACHERS @ 1 = 50 SPACES REQUIRED
87 SPACES AVAILABLE IN CLOSE PROXIMITY

PRE-K THRU 5th, 532 STUDENTS
88 TEACHERS @ 1 1/2 = 58 SPACES REQUIRED
140 SPACES AVAILABLE IN CLOSE PROXIMITY

52 ADDITIONAL SPACES PROVIDED FOR GUEST & ADMINISTRATION.

DESCRIPTION OF PUD PROPERTY:

COMMENCING AT THE NORTHEAST CORNER OF OLD SHELL ROAD AND COLLEGE LANE; THENCE ALONG THE NORTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN WESTWARDLY 450 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN SOUTHWARDLY 450 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF LOYOLA LANE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN WESTWARDLY 475 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 430 FEET, MORE OR LESS TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN EASTWARDLY 485 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 4.8 ACRES, MORE OR LESS.

ALSO:

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

ALSO:

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

ALSO: (LEASED FROM SPRINGHILL COLLEGE)

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 13, T4S-R2W, MOBILE COUNTY, ALABAMA, RUN N 00° 45' 42" W 1869.12 FEET TO A POINT; THENCE RUN S 89° 22' 19" W 621.46 FEET TO THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65 WITH THE SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 22' 19" W 215.75 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 00° 02' 11" E 58.01 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 57' 49" W 70 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 00° 02' 11" W 58.94 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 22' 19" W 565.07 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN S 00° 37' 41" E 105 FEET TO A POINT; THENCE RUN S 80° 00' 51" W 368.78 FEET TO A POINT; THENCE RUN S 48° 23' 10" W 320 FEET TO A POINT; THENCE RUN S 00° 37' 41" E 205 FEET TO A POINT; THENCE RUN S 31° 12' 53" W 386.09 FEET TO A POINT; THENCE RUN S 89° 22' 19" W 657.53 FEET TO A POINT; THENCE RUN N 01° 01' 25" W 253.03 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 157 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 172 FEET TO A POINT; THENCE RUN N 42° 29' 24" E 240.68 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 115.04 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 335.94 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 105 FEET TO A POINT; THENCE RUN N 59° 28' 08" E 125.82 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 50 FEET TO A POINT; THENCE RUN N 00° 19' 46" W 16.50 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 492.67 FEET TO A POINT; THENCE RUN S 00° 07' 19" W 18.50 FEET TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 89° 22' 19" E 1378.80 FEET TO THE POINT OF BEGINNING. CONTAINING 25.2 ACRES, MORE OR LESS.

ALL CONTAINING 46 ACRES, MORE OR LESS.

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

S1385 - 2006

PLANNING APPROVAL
(REVISION TO PA-001590-2021 5/25/2021)
ST. PAUL'S EPISCOPAL SCHOOL
161 DOGWOOD LANE, MOBILE AL.
SECTION 13, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA

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

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

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

LAFFRE ELIZABETH H
510 PINE ST
CAMDEN, SC 29020

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

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

BEAN PROPERTIES LLC
PO BOX 376
MOBILE, AL 36601

FRANGOS D N
3610 THE CEDARS AVE
MOBILE, AL 36608

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

WIZARD PROPERTIES LLC
89 TUTHILL LN
MOBILE, AL 36608

SAINT-PAUL CARLA
771 HENCKLEY AVE
MOBILE, AL 36608

WILRAN NUMBER FIVE LLC
7 YESTER PLACE
MOBILE, AL 36608

SLEDGE ANNE T
121 RIDGELAWN DR E
MOBILE, AL 36608

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

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

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

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

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

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

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

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

ROEDDER GWENDOLYN A
211 LEVERT AVE
MOBILE, AL 36607

JKV PROPERTIES LLC
4470 MCCRARY RD
SEMMES, AL 36575

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

FRANKLIN SUSAN B
10 DRURY LN
MOBILE, AL 36608

ERP LLC
3762 MORDECAI LN
MOBILE, AL 36608

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

CREEL BRUCE & EVA
3762 MOFFETT RD
MOBILE, AL 36618

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

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

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

BMAX LLC
4109 URSULINE DR
MOBILE, AL 36608

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

COLLINS HOMER R
PO BOX 376
MOBILE, AL 36601

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

SPRINGHILL MANOR LLC
740 MUSEUM DR
MOBILE, AL 36608

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

WHETROCK, LLC
10 AUDUBON PL
FAIRHOPE, AL 36532

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

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

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

SINDEL JAMES
89 TUTHILL LN
MOBILE, AL 36608

WALKER WALTON LLC
4068 OLD SHELL RD
MOBILE, AL 36608

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

TOOMEY PATRICK DOBBIN
PO BOX 530484
BIRMINGHAM, AL 35253

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

RTD DEVELOPERS LLC
3851 OLD SHELL RD
MOBILE, AL 36608

WALTERS C L JR
650 RIDGEFIELD DR
MOBILE, AL 36608

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

FOUNTAIN KATHLEEN FRAZER
24549 VENETIA RD
MOBILE, AL 36605

JUSTICE SHIRLEY M
4010 OLD SHELL RD
MOBILE, AL 36608

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

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

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

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

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

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

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

BARTER MICHAEL & SUSAN
446 CLUBHOUSE DR
FAIRHOPE, AL 36532

STEPHENS SELDEN H JR
259 TUTHILL LN
MOBILE, AL 36608

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

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

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

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

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

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

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

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

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

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

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

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

BROUGHTON MARY C
255 TUTHILL LN
MOBILE, AL 36608

BAGWELL CHARLDEEN J
1410 FAIRVIEW ST
GRUNDY, VA 24614

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

RUSS ROBERT WILSON III
1745 HUNTER AVE
MOBILE, AL 36604

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

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

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

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

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

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

AMBERGER NICHOLAS & MELANIE
3940 MCREE LN
MOBILE, AL 36608

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

TROPEANO ANA KARINA
3933 MCREE PL
MOBILE, AL 36608

MCELROY JEANNE F
3505 STEIN ST
MOBILE, AL 36608

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

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

JONES TAYLOR STIMPSON
254 DOGWOOD LN
MOBILE, AL 36608

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

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

HALLET MARY FRANCES
210 DOGWOOD LN
MOBILE, AL 36608

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

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

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

VICK VALERIE L
216 DAUPHIN ST
MOBILE, AL 36608

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

BROWN SUSAN VALENTINE
3454 LOYOLA LN
MOBILE, AL 36608

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

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

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

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

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

PATEL ANGELA
PO BOX 5463
GULF SHORES, AL 36547

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

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

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

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

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

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

CMB LP
PO BOX 178
LUCEDALE, MS 39452

MCGUIRE JAMES E
PO BOX 6150
MOBILE, AL 36660

CASTILLO SERGIO A
3850 LLEWELYN DR
MOBILE, AL 36608

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

ZOGHBY JEFF
1229 CHIMNEY TOP DR W
MOBILE, AL 36608

CANFIELD LEWIS
276 MAYFLOWER ST
MOBILE, AL 36607

SALES DIRECT LLC
PO BOX 9877
MOBILE, AL 36691

SMP PROPERTIES LLC
5570 NEVIUS RD
MOBILE, AL 36619

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

MCCONAGHY NANCY
PO BOX 33
SATSUMA, AL 36572

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

SULLIVAN PATRICIA ANNE
2340 HUFFMAN DR W
MOBILE, AL 36693

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

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

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

TANNER LOIS VIRGINIA LOTT
PO BOX 55
CITRONELLE, AL 36522

MIRROR LAKE RAQUET CLUB
PO BOX 40004
MOBILE, AL 36604

SLAUGHTER ROBERT J
196 STILLWOOD LN
MOBILE, AL 36608

JOHNSTON MARGARET D
1008 HWY 90
MOBILE, AL 36693

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

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

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

MORGAN ELISKA & MICHAEL
63 NACK LN
MOBILE, AL 36608

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

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

FRIEDLANDER JANIS R
PO BOX 91901
MOBILE, AL 36691

URBANSKI GREG ANTHONY
PO BOX 81194
MOBILE, AL 36689

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

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

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

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

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

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

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

CROOM JOHN T
110 DU RHU DR
MOBILE, AL 36608

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

FARMER ZUE I
700 BISHOP LN N
MOBILE, AL 36608

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

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

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

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

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

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

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

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

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

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

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

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

DAFFIN LYNETTE V
12302 SHADOWPOINT DR
HOUSTON, TX 77082

FICK STEPHEN F
400 STIRRUP CT
MOBILE, AL 36608

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

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

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

JONES EMILIE WALKER
163 HILLSIDE LN
MOBILE, AL 36608

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

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

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

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

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

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

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

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

HALE MARY W
12 MCALPINE DR
MOBILE, AL 36608

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

ESPINOSA MARY HELEN
PO BOX 527444
MIAMI, FL 33152

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

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

GREEN MATTHEW S
57 NACK LN
MOBILE, AL 36608

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LEARD WILLIAM DAVID
61 HILLSIDE DR
MOBILE, AL 36608

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

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

INGE HERNDON III
4058 OLD SHELL ROAD
MOBILE, AL 36608

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

FRIEND JOHN H III
PO BOX 1645
MOBILE, AL 36633

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

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

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

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

HAMILTON CATHERINE V
8706 PATTERSON PATH
LILLIAN, AL 36549

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

MCCOY AMY MCDUFFIE
30846 PARAPET CT
SPANISH FORT, AL 36527

RADCLIFF VIRGINIA STINSON
20 N REED AVE
MOBILE, AL 36604

MITCHELL ALICE SCHAFFER
6065 BUCHANAN CR
MCDONOUGH, GA 30252

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

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

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

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

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

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

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

PIERCE MICHAEL TRAVIS
105 RIDGELAWN DR E
MOBILE, AL 36608

MCCREE PLACE HOMEOWNERS ASSOC
3940 MCREE LN
MOBILE, AL 36608

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

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

RHODES LOWREY & SHANNON
PO BOX 81656
MOBILE, AL 36689

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

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

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

KITSOS III CHRISTOPHER T
8 MCALPINE DR
MOBILE, AL 36608

HURD AUBREY M
151 MCALPINE DR
MOBILE, AL 36608

MORGAN DAVID H
3 MCALPINE DR
MOBILE, AL 36608

FULMER ANNA KATHARYN
10 ROSE AVE
MOBILE, AL 36608

GRAFE MARY EMMA
12 ROSE AVE
MOBILE, AL 36608

TOMLINSON MICHAEL P
6 ROSE AVE
MOBILE, AL 36608

SLAUGHTER ROBERT J
11000 KELLY RD
MOBILE, AL 36608

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

BLANTON ARRIA
31490 HEIDELBROOK LOOP
SPANISH FORT, AL 36527

BURLESON DEBORAH
604 BARCELONA DR
SATSUMA, AL 36572

DERELI NESLIHAN
60 N ROYAL ST
MOBILE, AL 36602

CORNELL PROPERTIES LLC
PO BOX 8345
MOBILE, AL 36689

LARRY JEFFERSON DOUGLAS
10385 KALI OKA RD
MOBILE, AL 36613

FUSALOTTI ANDREW
3741 RIVERCHASE CT
THEODORE, AL 36582

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

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

ASG INVESTMENTS, LLC
117 FRAZER CT
MOBILE, AL 36607

FULLER BRADLEY E
251 CROSSGATE DR
ELMORE, AL 36025

STANTON BRENDA J
2123 SHEFFIELD CT
MOBILE, AL 36693

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

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

BROOKS KAREN JACKSON HILL
PO BOX 842
WATSON, LA 70786

ROBERTSON MARGARET LYNN
135 RIVERBEND DR
MOBILE, AL 36605

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

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

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

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

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

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

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

KANGSUMRITH TEE & ANH
PO BOX 1453
FAIRHOPE, AL 36533

MARRIOTT ANN BRAXTON
313 RIDGELAWN DR W
MOBILE, AL 36608

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

SHEETS LISA
128D DU RHU DR
MOBILE, AL 36608

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

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

NALL CHRISTOPHER
112A DU RHU DR
MOBILE, AL 36608

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

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

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

BOYLES JAMES
114D DU RHU DR
MOBILE, AL 36608

MORGAN BONNIE E
6250 HILLVIEW RD
THEODORE, AL 36582

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

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

ABRUSCATO MARY S
122 DU RHU DR #B
MOBILE, AL 36608

MOLYNEUX JOHN A & REGINA
122C DU RHU DR
MOBILE, AL 36608

SCHOTTGEN LEIGH W
122E DU RHU DR
MOBILE, AL 36608

CASSITY AMY V
100 DU RHU DR UNIT G
MOBILE, AL 36608

LOTT FRANK J JR & MAIRANNE H
104 MORPHY AVE
FAIRHOPE, AL 36532

Agenda Item #: 6

MOD-002524-2023 & MOD-002525-2023

View additional details on this proposal and all application materials using the following link:

Applicant Materials for Consideration – Planned Unit Development Modification

Applicant Materials for Consideration – Planning Approval Modification

DETAILS

Location:
161 Dogwood Lane

Subdivision Name:
Not applicable

Applicant / Agent (as applicable):
St. Paul's Episcopal School, McCrory Williams, Agent

Property Owner:
St. Paul's Episcopal

Current Zoning:
R-1, Single-Family Residential Suburban District

Future Land Use:
Institutional

Applicable Codes, Policies, and Plans:
- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Schedule for Development:
Not provided

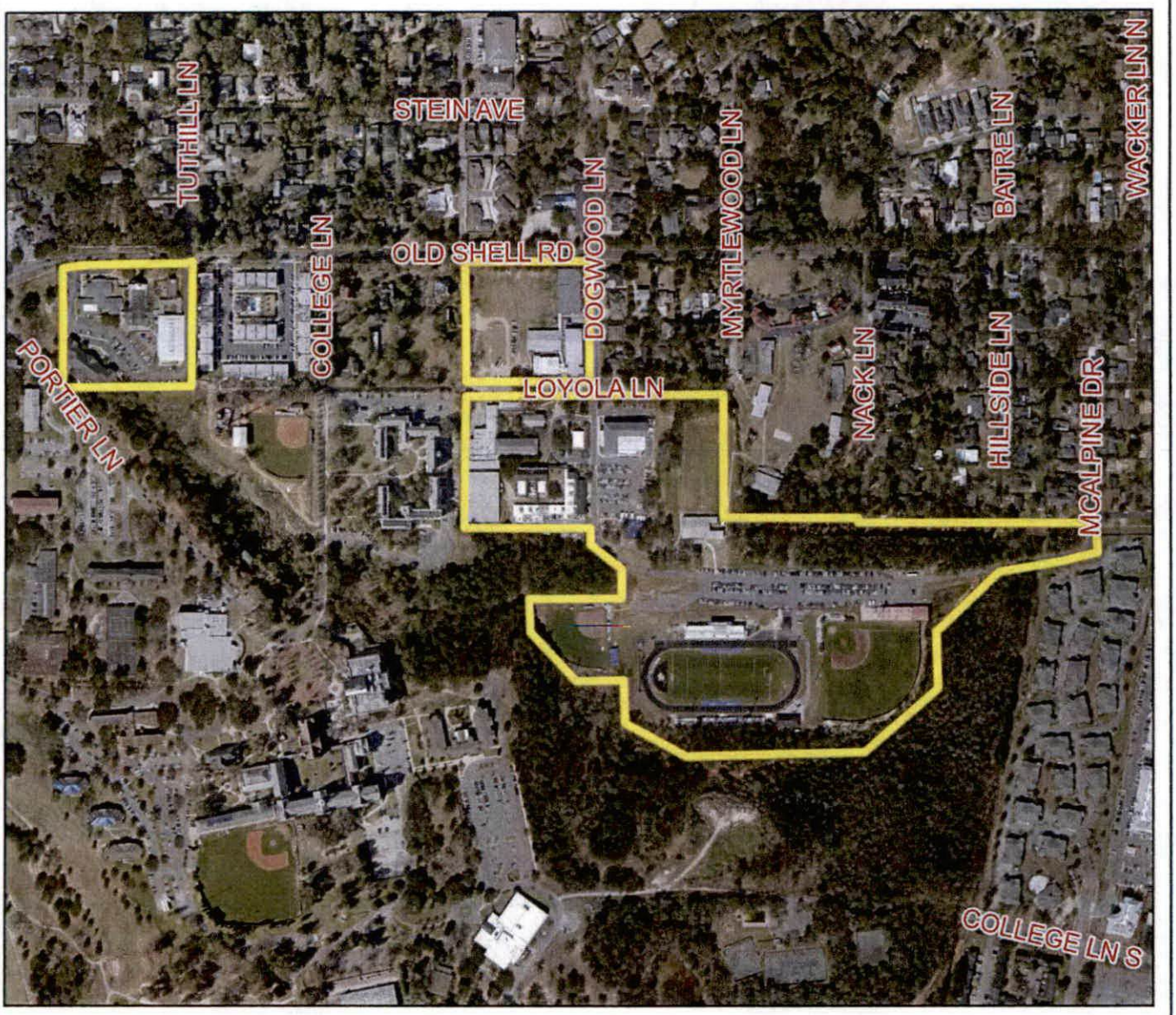
Proposal:
- Modification of a previously approved Planned Unit Development
- Modification of a previously approved Planning Approval

Considerations:
1. Modification of a previously approved Planned Unit Development with one (1) condition; and
2. Modification of a previously approved Planning Approval with one (1) condition.

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PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units. A college lies west of the site.

APPLICATION NUMBER 6 DATE June 15, 2023

APPLICANT St. Paul's Episcopal School, McCrory & Williams, Agent

REQUEST PUD Modification, PA Modification

N

NTS

SITE HISTORY

Since 2003, the subject site has been the subject of numerous Planning Approvals (PAs) to allow a church school in an R-1 district, and Planned Unit Developments (PUDs) to allow multiple buildings on a single building site, with shared access between multiple building sites. The most recent of these applications was approved by the Planning Commission at its May 20, 2021 meeting to allow a parking lot addition at the Northeast corner of Provident Lane and Loyola Lane.

STAFF COMMENTS

Engineering Comments:

Planned Unit Development Modification (MOD-002524-2023)

1. Retain PUD NOTE #3 (1. Thru 6.), as shown on the PUD SITE PLAN dated April 25, 2023.
2. Renumber the second NOTE #3 and NOTES #4 - #10.

Planning Approval Modification (MOD-002525-2023)

1. Retain PUD NOTE #3 (1. Thru 6.), as shown on the PUD SITE PLAN dated April 25, 2023.
2. Renumber the second NOTE #3 and NOTES #4 - #10.

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.

Urban Forestry Comments:

Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

Planning Comments:

The subject site is developed as an existing church school in an R-1, Single-Family Residential Suburban District. The applicant wishes to construct a 20-foot by 50-foot (1,000 square foot) locker room near an existing softball field. As PAs and PUDs are site plan specific, and the proposed change was determined not be a minor change, the site is required to obtain Modification approval in order to proceed with the construction. If the site did not have a history of PAs and PUDs, a Conditional Use Permit (CUP) would be required.

The proposed locker room is contained within the existing boundaries of the school property, with the softball field being located on property the school leases from Springhill College. Furthermore, the locker room will not increase parking requirements for the school, will not alter the scope of operations previously approved for the site, and will comply with setback and site coverage requirements. It should be noted that the design of the locker room building itself will need to comply with the requirements of Article 3, Section 64-3-6. Of the Unified Development Code, to include height and wall variations as part of the building design.

PLANNING APPROVAL / PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning Planning Approval / Planned Unit Development Modifications:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

    a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    b. Includes adequate public facilities and utilities;

5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

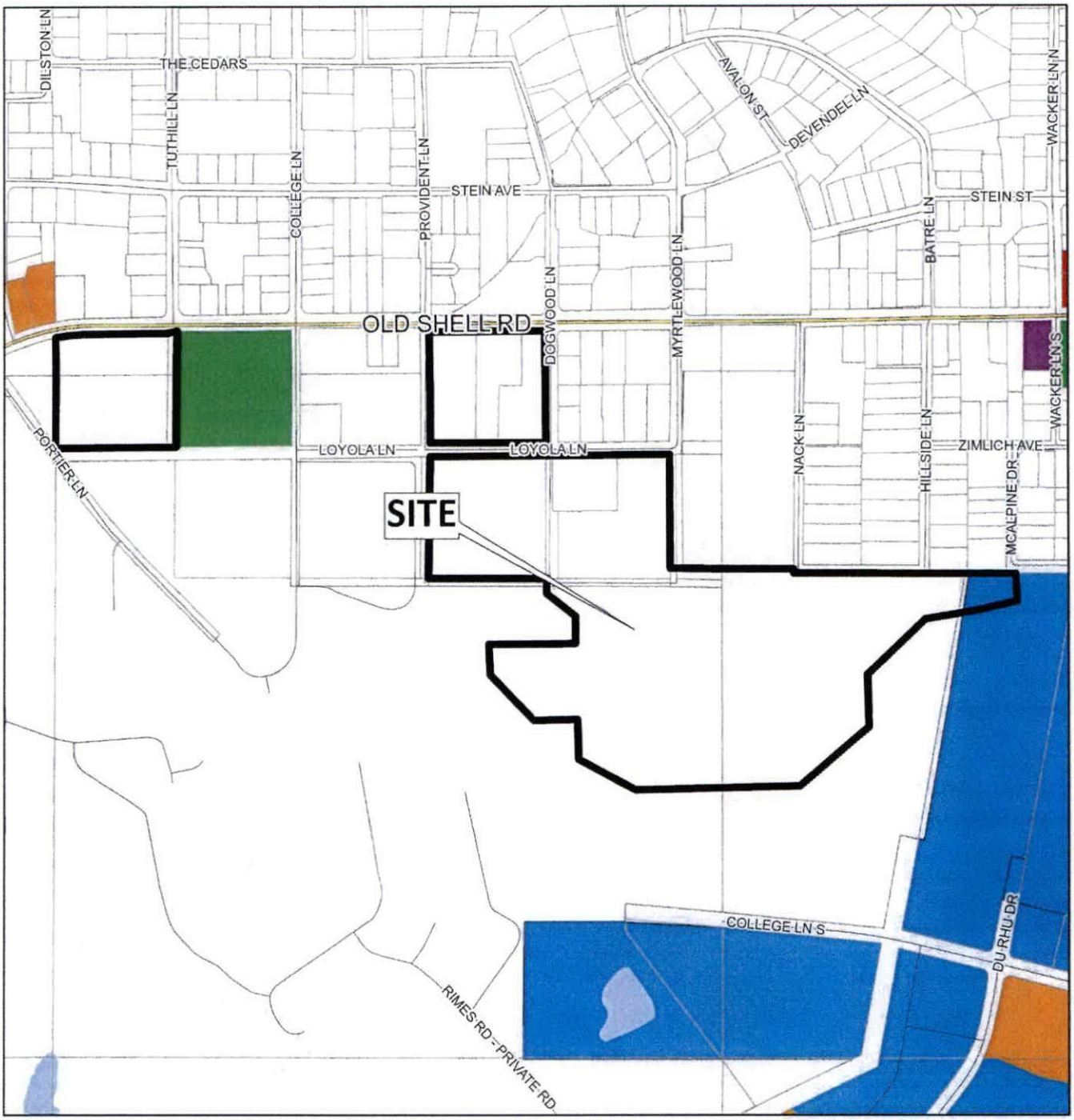
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the Modified Planning Approval / Planned Unit Development, the following condition could apply:

1. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 6 DATE June 15, 2023

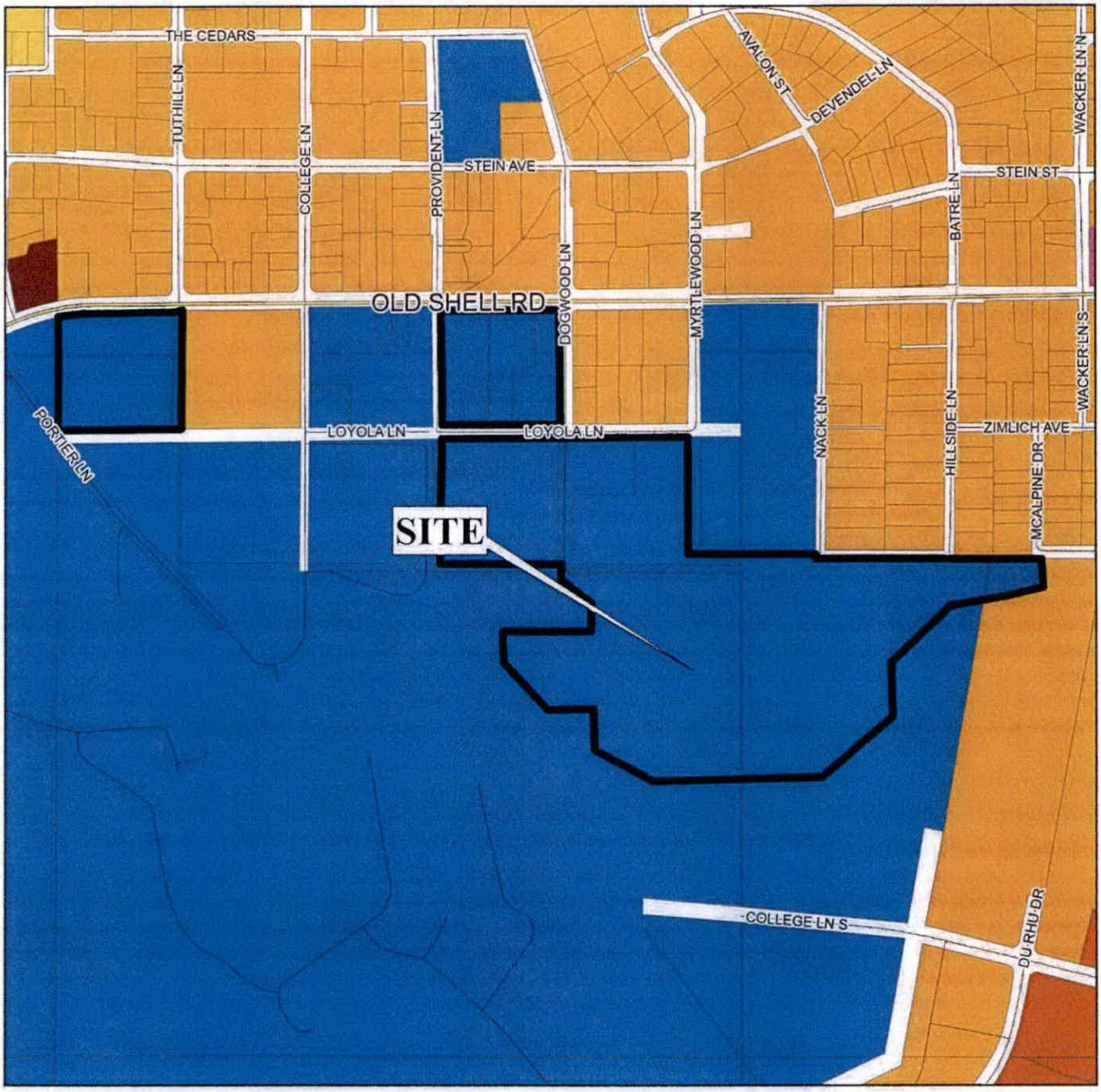
APPLICANT St. Paul's Episcopal School, McCrory & Williams, Agent

REQUEST PUD Modification, PA Modification

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 6 DATE June 15, 2023

APPLICANT St. Paul's Episcopal School, McCrory & Williams, Agent

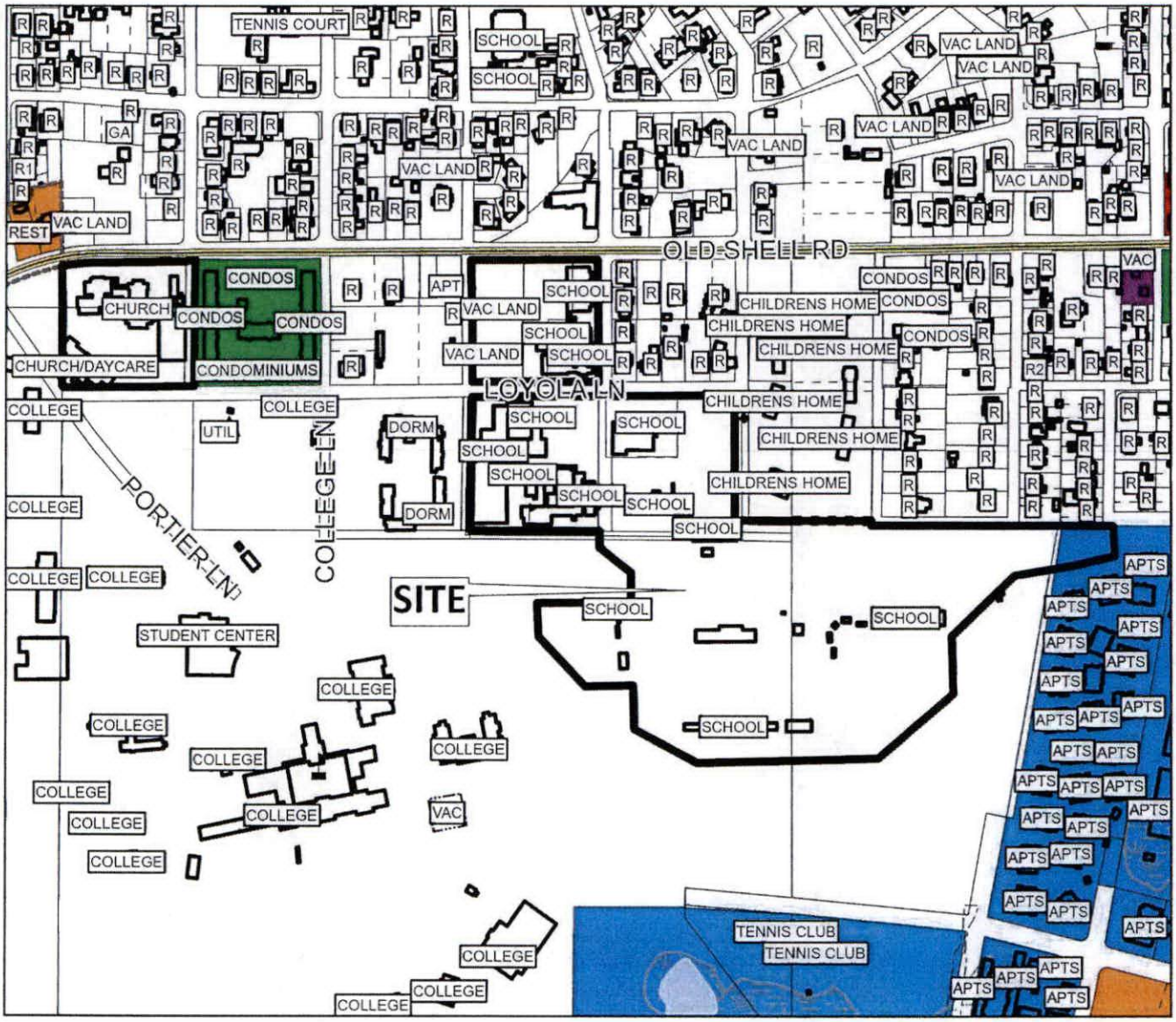
REQUEST PUD Modification, PA Modification

Low Density Residential	Neighborhood Center - Traditional	Downtown Waterfront	Parks & Open Space
Mixed Density Residential	Neighborhood Center - Suburban	Light Industry	Water Dependent
Downtown	Traditional Corridor	Heavy Industry	
District Center	Mixed Commercial Corridor	Institutional	

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units. A college lies west of the site.

APPLICATION NUMBER 6 DATE June 15, 2023

APPLICANT St. Paul's Episcopal School, McCrory & Williams, Agent

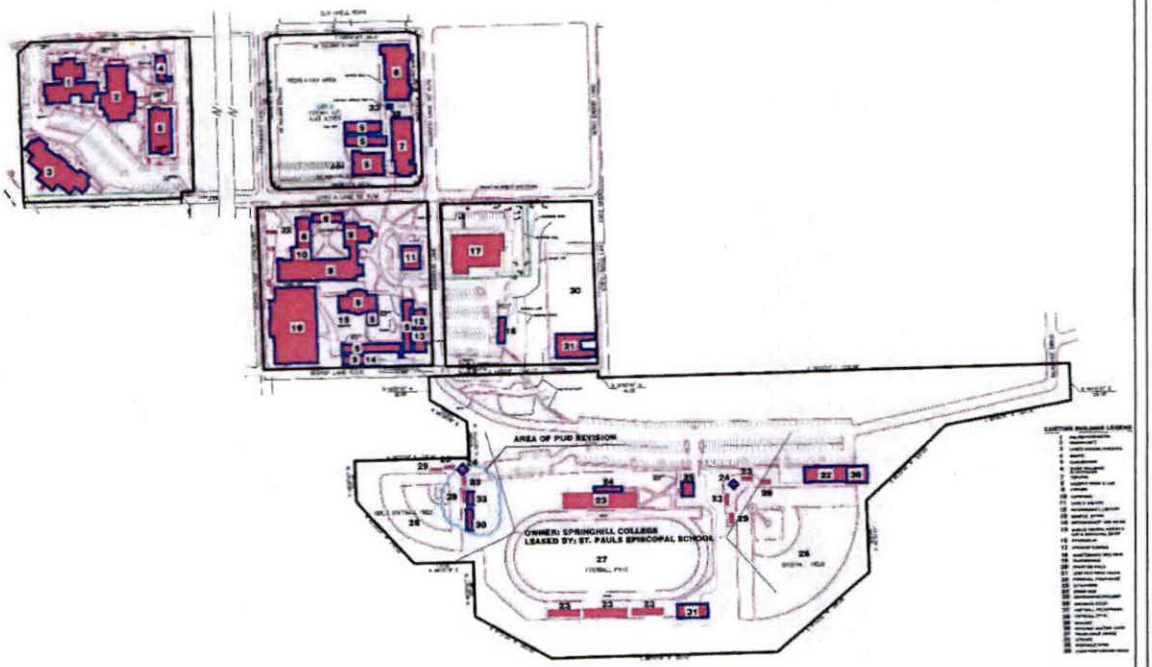
REQUEST PUD Modification, PA Modification

R-A	R-3	T-B	B-2	B-5	MUN	SD-WH	T5.1
R-1	R-B	B-1	B-3	I-1	OPEN	T3	T5.2
R-2	H-B	LB-2	B-4	I-2	SD	T4	T6

N

NTS

SITE PLAN



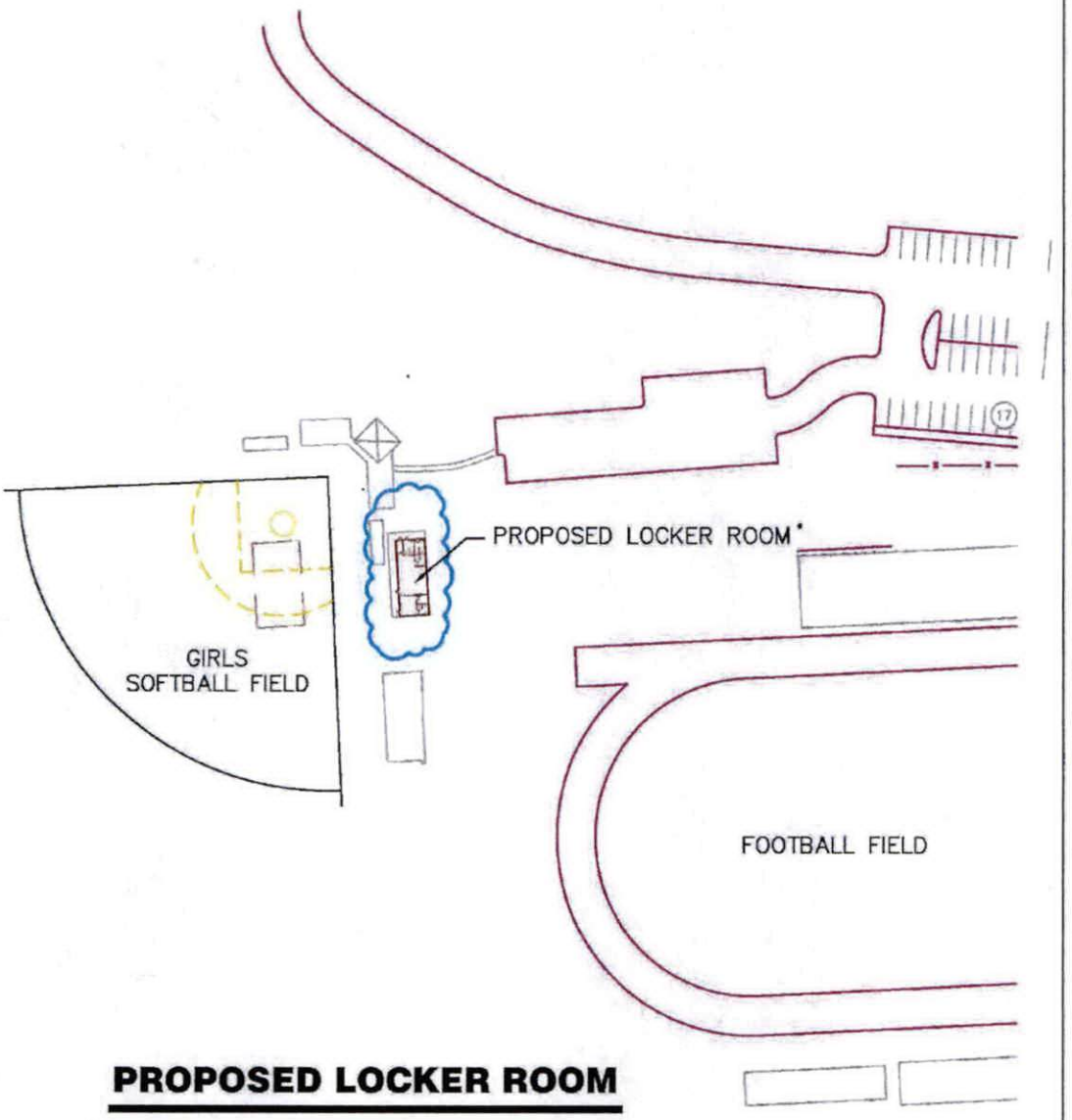
The site plan illustrates the existing school buildings, and proposed locker room.

APPLICATION NUMBER	6	DATE	June 15, 2023
APPLICANT	St. Paul's Episcopal School, McCrory & Williams, Agent		
REQUEST	PUD Modification, PA Modification		

N

NTS

DETAIL SITE PLAN



PROPOSED LOCKER ROOM

APPLICATION NUMBER 6 DATE June 15, 2023

APPLICANT St. Paul's Episcopal School, McCrory & Williams, Agent

REQUEST PUD Modification, PA Modification

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	12/7/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/7/2023 - 11:58 AM

R E S O L U T I O N

Sponsored by: Councilmember Cory Penn

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that Tasha Steele is appointed to the Mobile Museum of Art Board effective immediately for a term ending December 12, 2026.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	12/7/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/7/2023 - 11:53 AM

R E S O L U T I O N

Sponsored by: Councilmember Ben Reynolds

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Retail Beer/Table Wine (Off Premises Only) License
Submitted by:	Murphy Oil USA, Inc.
Location:	Murphy USA #8822 3945 Government Boulevard Mobile, AL 36693

Adopted:

_____

City Clerk

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
SCOTT JONES
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
12/05/2023	NEW APPLICATION	2023 - 5620	127247	December 12, 2023

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL WINE (OFF PREMISES ONLY)

Legal Business Name **MURPHY OIL USA INC**

Trade Name (DBA) **MURPHY USA #8822**

Location Address **3945 GOVERNMENT BLVD**

City, State, Zip Code **MOBILE AL 36693**

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
SCOTT JONES
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

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12/05/2023	NEW APPLICATION	2023 - 5620	127247	December 12, 2023

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL WINE (OFF PREMISES ONLY)

Legal Business Name **MURPHY OIL USA INC**

Trade Name (DBA) **MURPHY USA #8822**

Location Address **3945 GOVERNMENT BLVD**

City, State, Zip Code **MOBILE AL 36693**

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

City of Mobile Alcoholic Beverage License Approval Request

EXHIBIT G

AIRCRAFT MAINTENANCE LABOR POOLING AGREEMENT

TO: City of Mobile City Council
FROM: City of Mobile Revenue Department
RE: Alcoholic Beverage License Request

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
12/05/2023	NEW APPLICATION	2023 - 5620	127247	December 12, 2023

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits.

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL WINE (OFF PREMISES ONLY)

Legal Business Name

MURPHY OIL USA INC

Trade Name (DBA)

MURPHY USA #8822

Location Address

3945 GOVERNMENT BLVD **MOBILE** **AL 36693**

Business Contact Person Information			
Name	Title	Phone	Email
MADELINE MCVAY	LICENSE SPEC		

Has any outstanding license and tax issues been addressed and corrected with this business? **N/A**

What is/was the start date of this business? **12.24.2023**

G-1

The alcohol license will not be issued until two (2) letters of approval and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department

R Shawn Skinner

Revenue Department Representative

Approval Page 2

City of Mobile Alcoholic Beverage License Application

Application Date	Application Type	Application Number	License Number Assigned	City Council Agenda Date
December 4, 2023	NEW APPLICATION	2023 - 5620	127247	December 12, 2023

License Type applied for with Alabama ABC Board	2nd License Type applied for with Alabama ABC Board
050 - RETAIL BEER (OFF PREMISES ONLY)	070 - RETAIL WINE (OFF PREMISES ONLY)

Business Information

Legal Business Name	Trade Name (DBA)
MURPHY OIL USA INC	MURPHY USA #8822

Business Structure Type	Incorporation Date	Entity ID	State	County
CORP - CORPORATION	09.20.1992	732272029	DE	NEW CASTLE

Federal Tax ID (FEIN)	AL State Tax ID
71-0727492	680007974

Physical Address of Business (Street Address, Suite #)	City	State	Zip Code
3945 GOVERNMENT BLVD	MOBILE	AL	36693

Mailing Address for Business (PO Box, Street Name, Suite #)	City	State	Zip Code
PO BOX 7300	EL DORADO	AR	71730

Primary Business Activity at this location	If Location Transfer, Previous Street Address and Zip Code
CONVENIENCE STORE	N/A

Business Contact Person Information

Name	Title	Phone	Email
MADELINE MCVAY	LICENSE SPEC ☐ POA	(	

If TRANSFER of license, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
N/A	

License Type	License Number	Any ABC Pending Actions

Land/Building Information

Do you own or rent/lease the property? OWN - DEED ATTACHED

Property Owner Name	Prop Owner Phone	Property Owner Email
MURPHY OIL USA INC		

Property Owner Address	City	State	Zip Code

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure	License Covers
2,800	N/A	YES	NO	SINGLE	ENTIRE STRUCTURE

Do the premises have a fully equipped and operational kitchen? NO

Is the business used to habitually and principally provide food to the public? NO

Is the business equipped with services and facilities for on premises consumption? NO

Will the business be operated primarily as a package store? NO

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers — Copy of Driver's License Must Be Provided for each Person

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
CLYDE, ROBERT ANDREW	PRESIDENT & CEO		
Home Street Address	**City**	**State**	**Zip Code**
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC License(s) with any entity in your name?

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
YES			

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
WEST, MALYNDA KAAY	EXEC VP, CFO & TREASURER	AR 902155293	
Home Street Address	**City**	**State**	**Zip Code**
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC License(s) with any entity in your name?

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
YES			

Power of Attorney (POA) Information — Copy of Driver's License Must Be Provided

Full Name (Last, First, Middle)	Title	Date of Birth	Drivers License (State, Number)	
N/A				
Home Street Address	**City**	**State**	**Zip Code**	**Phone Number**

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? **NO**

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? **NO**

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? **YES**

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers — Copy of Driver's License Must Be Provided for each Person

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)
SMITH, GREGORY LYNN	VP, GEN COUNSEL & SECRETARY	

Home Street Address	City	State	Zip Code

Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile Number

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC License(s) with any entity in your name?

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
YES			

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)
N/A		

Home Street Address	City	State	Zip Code

Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile Number

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, Violation	Arresting Agency	Arrest Date	Disposition

Do you have any existing State of Alabama ABC License(s) with any entity in your name?

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the licensed premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling or not, at any time.

The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

The undersigned understands that the City reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed without prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

Applicant for the Alcoholic Beverage license, requested by the foregoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated herein, the applicant is the only person interested in the business for which license is requested.

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Owner/Applicant Printed Name	Date
Gregory L. Smith	12/4/2023
Owner/Applicant Signature	**Title**
	V.P. General Counsel & Secretary

Sworn to and subscribed before me this 4th day of December 20 23

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Tiffany Hamaker	Tiffany Hamaker	May 5th 2032

Notary Stamp

TIFFANY HAMAKER
UNION COUNTY
NOTARY PUBLIC -- ARKANSAS
My Commission Expires May 05, 2032
Commission No. 12719270

Signature Page

CITY OF MOBILE

REVENUE DEPARTMENT

December 5, 2023

MURPHY USA #8822

3945 GOVERNMENT BOULEVARD

MOBILE, AL 36693 USA

ACCOUNT NUMBER: 127247 TERRITORY 4

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
1682159	12/2023	ALCOHOL APPLICATION FEE APPLICATION FEE	$50.00	$0.0	$0.00	$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

$50.00*

***Additional penalties may apply when payment is rendered**

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

Thank you for your payment

Thank you for your credit card payment. Allow up to 48 hours for your payment to be reflected on your account statement.

An email confirmation was sent to SHAWN.SKINNER@CITYOFMOBILE.ORG.

City of Mobile AL

205 Government Street, Mobile, AL 36602

Revenue 251.208.7462

www.cityofmobile.org

Transaction details

Date: December 05, 2023 10:00 AM CST

2023 Business Licenses #1682159	$50.00
Subtotal	$50.00
Processing fee	$2.50
Total	**$52.50**

Payment information

MURPHY OIL USA INC - TIFFANY HAMAKER

Visa ending in 5147

Confirmation number: PPJLQV6J4Y

Transaction type: Purchase

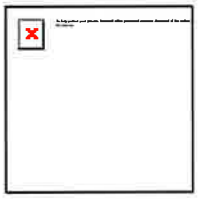
Thank you for your payment.

Return to Citizen Self Service

Skinner, Shawn

From: Online Payments <noreply@tylerportico.com>
Sent: Tuesday, December 5, 2023 10:01 AM
To: Skinner, Shawn
Subject: City of Mobile AL Payment Confirmation

CAUTION: External Email



City of Mobile AL payment confirmation

Hi MURPHY OIL USA INC - TIFFANY HAMAKER,

Thanks for your payment to City of Mobile AL. This email is your receipt.

This purchase will appear on the account statement for your Visa ending in 5147.

Confirmation #: PPJLQV6J4Y **December 05, 2023 10:00 AM CST**

Description	Amount
2023 Business Licenses #1682159	**$50.00**
Subtotal	$50.00
Processing fee	$2.50

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20231120111137205

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) **State:** $150.00 **County:** $75.00

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) **State:** $150.00 **County:** $75.00

Trade Name: MURPHY USA 8822 **Filing Fee:** $100.00

Applicant: MURPHY OIL USA INC **Transfer Fee:**

Location Address: 3945 GOVERNMENT BLVD MOBILE, AL 36693

Mailing Address: P O BOX 7300 EL DORADO, AR 71731

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:** 0

Product Type: 03 **Type Ownership:** CORPORATION

Book, Page, or Document info: 732272029

Do you sell Draft Beer?:

Date Incorporated: 09/20/1992 **State incorporated:** DE **County Incorporated:** NEW CASTLE

Date of Authority: 09/20/1992

Federal Tax ID: 71-0727492 **Alabama State Sales Tax ID:** 680007974

Name:	Title:	Date and Place of Birth:	Residence Address:
GREGORY LYNN SMITH	VP GENERAL COUNSEL SECRETARY		
ROBERT ANDREW CLYDE	PRESIDENT CEO		
MALYNDA KAAV WEST	EXEC VP CFO TREASURER		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: TIFFANY HAMAKER
Business Phone: 870-881-6657
Fax:

Home Phone: 870-881-6657
Cell Phone: 870-315-5248
E-mail: TIFFANY.HAMAKER@MURPHYUSA.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20231120111137205

If applicant is leasing the property, is a copy of the lease agreement attached?
Name of Property owner/lessor and phone number: MURPHY OIL USA INC 800-843-4298
What is lessors primary business? MURPHY OIL USA STORES
Is lessor involved in any way with the alcoholic beverage business? YES
Is there any further interest, or connection with, the licensee's business by the lessor? YES

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 2800 Display Square Footage:
Building seating capacity: 0 Does Licensed premises include a patio area? NO
License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20231120111137205

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival Participants licenses ONLY

Private Club
Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members?
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail
Is it for 30 days or less?
More than 30 days?

Franchisee or Concessionaire of above?
Other valid responsible organization:
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Wine Festival / Wine Festival Participant licenses (5 Days or Less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
Is the lessor involved in any way with the alcohol beverage business?: OWNS OTHER MURPHY OIL USA CONVENIENCE STORES
Is ther any further interest in, or connection with, the licensee's business by the lessor?: THE APPLICANT AND LANDLORD ARE THE SAME

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20231120111137205

Signature page

Initial each	
GL	In reference to law violations, I attest to the truthfulness of the responses given within the application. In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
GL	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
XXX	In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
XXX	In reference to the Club Application Information, I attest to the truthfulness of the responses given within the application.
XXX	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
GL	In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
GL	The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
GL	I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Gregory L Smith

Signature of Applicant: Gregory L Smith

Notary Name (print): Tiffany Hamaker

Notary Signature: Tiffany Hamaker

TIFFANY HAMAKER
UNION COUNTY
NOTARY PUBLIC -- ARKANSAS
My Commission Expires May 05, 2032
Commission No. 12719270

Commission expires: May 5th 2032

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

Receipt Confirmation Page

Receipt Confirmation Number: 20231120111137205

Application Payment Confirmation Number: 96450092

Payment Summary	
Payment Item	**Fee**
Application Fee for License 050 and License 070	$100.00
Total Amount to be Charged	$100.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	**County Fee**	**State Fee**	**Total Fee**
050 - RETAIL BEER (OFF PREMISES ONLY)	$75.00	$150.00	$225.00
070 - RETAIL TABLE WINE (OFF PREMISES ONLY)	$75.00	$150.00	$225.00
Total Amount to be Charged	**$150.00**	**$300.00**	**$450.00**

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 050 - RETAIL BEER (OFF PREMISES ONLY)
License Type 2: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)
License County: MOBILE
Business Type: CORPORATION
Trade Name: **MURPHY USA 8822**
Applicant Name: **MURPHY OIL USA INC**
Location Address: 3945 GOVERNMENT BLVD
MOBILE, AL 36693

Mailing Address:

Contact Person: TIFFANY [illegible]AKER
Contact Home Phone:
Contact Business Phone:
Contact Fax:
Contact Cell Phone:
Contact Email Address:
Contact Web Address:
Contact Relationship to Applicant: LICENSING SPECIALIST

STATE OF ALABAMA

I, Billy Joe Camp, Secretary of State of the State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

duplicate originals of Application for Amended Certificate of Authority to transact business in this state, duly signed and verified pursuant to the provisions of the Alabama Business Corporation Act, have been received in this office and are found to conform to law. Accordingly the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Amended Certificate of Authority to

New Murphy Oil USA, Inc., a Delaware corporation,

to transact business in this State under the name of

Murphy Oil USA, Inc.

and attaches hereto a duplicate original of the Application for such Certificate.



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.

03/01/93

Date

Billy Joe Camp — Secretary of State



STATE OF ALABAMA
OFFICE OF THE SECRETARY OF STATE

I hereby certify that this is a true and complete copy of the document filed in this office on March 1, 1993

Billy Joe Camp
Secretary of State

3-1-93
Date

STATE OF ALABAMA

I, Billy Joe Camp, Secretary of State of the State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

duplicate originals of Application for Amended Certificate of Authority to transact business in this state, duly signed and verified pursuant to the provisions of the Alabama Business Corporation Act, have been received in this office and are found to conform to law. Accordingly the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Amended Certificate of Authority to

New Murphy Oil USA, Inc., a Delaware corporation,

to transact business in this State under the name of

Murphy Oil USA, Inc.

and attaches hereto a duplicate original of the Application for such Certificate.

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.

03/01/93

Date

Billy Joe Camp — **Secretary of State**

APPLICATION FOR AMENDED CERTIFICATE OF AUTHORITY

MAR - 1 1 44 PM

TO THE SECRETARY OF STATE OF ALABAMA:

Pursuant to the provisions of Section 10-2A-241, Code of Alabama, 1975, the undersigned corporation hereby applies for an Amended Certificate of Authority to transact business in Alabama, and for that purpose, submits the following statement:

1. A Certificate of Authority was issued to the corporation by the Secretary of State of Alabama on December 30, 19 92, authorizing it to transact business under the name of (List name EXACTLY as written on Certificate of Authority): NEW MURPHY OIL USA, INC.

2. The title of the corporation has been legally changed to (If the name has not been changed, insert "NO CHANGE"): MURPHY OIL USA, INC.

3. The name which it elects to use hereafter in Alabama is (Corporate title must contain the words "Incorporated," "Inc.," "Corporation" or "Corp." or must be added for use in Alabama): MURPHY OIL USA, INC.

4. The corporation desires to pursue other or additional purposes than those set forth in its prior Application for Certificate of Authority, as follows (Insert "NO CHANGE" if not applicable): No change

1-26, 19 93
Date

MURPHY OIL USA, INC.
(Exact Corporation Title)

(Signature of Pres., Vice Pres., Sec. or Asst. Sec.) Steven A. Cosse, Vice President

(Signature of Pres., Vice Pres., Sec. or Asst. Sec.) Carla W. Hearnsberger, Asst. Secretary

STATE OF: Arkansas

COUNTY OF: Union

Before me, the undersigned authority in and for said county and state, personally appeared Steven A. Cosse, who being by me first duly sworn, doth depose and say that he/she is the ( ) Pres., (x) Vice Pres., ( ) Sec. or ( ) Asst. Sec. of the above name corporation and that the foregoing statements contained herein are true, full and correct.

(Signature of Officer)

Subscribed and sworn to before me on this, this 26th day of January, 19 93, in witness whereof I hereunto subscribe my name and affix the seal of my office.

(Signature of Notary Public)

My commission expires

Mail to: Secretary of State, Corporate Section, P.O. Box 5616, Montgomery, AL 36103-5616, tel (205) 242-5324.

(ALA. - 2589 - 4/8/92)

STATE OF ALABAMA

I, Billy Joe Camp, Secretary of State of the State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

duplicate originals of Application for Certificate of Authority to transact business in this state, duly signed and verified pursuant to the provisions of Section 10-2A-232, Code of Alabama, 1975, have been received in this office and are found to conform to law. Accordingly the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Authority to

New Murphy Oil USA, Inc., a Delaware corporation

to transact business in this State under the name of

New Murphy Oil USA, Inc.

and attaches hereto a duplicate original of the Application for such certificate.

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.

12-30-92

Date

Billy Joe Camp — Secretary of State

9. The aggregate number of shares which the corporation HAS AUTHORITY TO ISSUE, itemized by classes, par value of shares, shares without par value, and series, if any, within a class:

Number of shares	Class	Series	Par value per share or statement that shares are without par value
1,000	Common	-	$1.00

10. The aggregate number of ISSUED SHARES itemized by classes, par value of shares, shares without par value, and series, if any, within a class:

Number of shares	Class	Series	Par value per share or statement that shares are without par value
500	Common	-	$1.00

11. Is a majority of any such stock owned or controlled by non-U.S. Citizens, if so please list Alabama counties in which said corporation owns real property:

No

(Please attach additional sheets is necessary).

12. Has the Corporation or any of its officers or directors acting on behalf of the corporation been convicted of violating federal or any state criminal statutes? No

If yes, please specify

(Please attach additional sheets if necessary).

13. A statement expressed in dollars of the amount of stated capital of the corporation $ 1,000.00

14. This application is accompanied by a copy of articles of incorporation and all amendments thereto, duly certified by the proper officer of the state under the laws of which it is incorporated, together with the filing fee of $175.00.

December 27, 1992

NEW MURPHY OIL USA, INC.

executed by _____

Its Vice President

Steven A. Cosse'

executed by _____

Its Assistant Secretary

Carla W. Hearnsberger

NOTARY STATEMENT: Officer verifying application must be one of the two officers that has executed application above.

STATE OR COUNTRY Arkansas

Union

Before me, the undersigned authority in and for said county and state, personally appeared Steve A. Cosse' of New Murphy Oil USA, Inc., who being by me first

NEW MURPHY OIL USA, INC.

OFFICERS & DIRECTORS

H. A. Fox, Jr.
President

Steven A. Cosse'
Vice President

Ron Herman
Controller

O. F. Vaughan
Treasurer

W. Bayless Rowe
Secretary

Carla W. Hearnsberger
Asst. Secretary

Claiborne P. Deming
Director

Jack W. McNutt
Director

R. Madison Murphy
Director

H. A. Fox, Jr.
Director

State of Delaware



Office of Secretary of State

I, MICHAEL RATCHFORD, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "NEW MURPHY OIL USA, INC." FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF SEPTEMBER, A.D. 1992, AT 4 O'CLOCK P.M.

A CERTIFIED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO NEW CASTLE COUNTY RECORDER OF DEEDS FOR RECORDING.

* * * * * * * * * * *



Michael Ratchford, Secretary of State

AUTHENTICATION: #3605825

DATE: 09/29/1992

CERTIFICATE OF INCORPORATION

OF

NEW MURPHY OIL USA, INC.

* * * * *

1. The name of the corporation is

NEW MURPHY OIL USA, INC.

2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

3. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

4. The total number of shares of stock which the corporation shall have authority to issue is one thousand (1,000) and the par value of each of such shares is One Dollar ($1.00) amounting in the aggregate to One Thousand Dollars ($1,000.00).

At all elections of directors of the corporation, each stockholder shall be entitled to as many votes as shall equal the number of votes which (except for such provision as to cumulative voting) he would be entitled to cast for the election of directors with respect to his shares of stock multiplied by the number of directors to be elected by him, and he may cast all of such votes for a single director or may distribute them among the number to be voted for, or for any two or more of them as he may see fit.

5. The name and mailing address of each incorporator is as follows:

NAME	MAILING ADDRESS
V. A. Brookens	Corporation Trust Center 1209 Orange Street Wilmington, Delaware 19801
J. L. Austin	Corporation Trust Center 1209 Orange Street Wilmington, Delaware 19801
M. C. Kinnamon	Corporation Trust Center 1209 Orange Street Wilmington, Delaware 19801

6. The corporation is to have perpetual existence.

7. In furtherance and not in limitation of the powers conferred by statute, the board of directors is expressly authorized to make, alter or repeal the by-laws of the corporation.

8. Elections of directors need not be by written ballot unless the by-laws of the corporation shall so provide.

9. Meetings of stockholders may be held within or without the State of Delaware, as the by-laws may provide. The books of the corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the board of directors or in the by-laws of the corporation.

10. The corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

WE, THE UNDERSIGNED, being each of the incorporators hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this certificate, hereby declaring and certifying that this is our act and deed and the facts herein stated are true, and accordingly have hereunto set our hands this 28th day of September, 1992.

V. A. Brookens, Incorporator

L. Austin, Incorporator

M. C. Kinnamon, Incorporator

#

MOUSA - AOI 1992-09-28

State of Delaware

Office of Secretary of State

I, MICHAEL RATCHFORD, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "NEW MURPHY OIL USA, INC." FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF SEPTEMBER, A.D. 1992, AT 4 O'CLOCK P.M.

A CERTIFIED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO NEW CASTLE COUNTY RECORDER OF DEEDS FOR RECORDING.

* * * * * * * * * *

DEPARTMENT OF STATE
OFFICE OF THE SECRETARY OF STATE
DELAWARE

732272029

Michael Ratchford, Secretary of State

AUTHENTICATION: *3605825

DATE: 09/29/1992

CERTIFICATE OF INCORPORATION

OF

NEW MURPHY OIL USA, INC.

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M. C. Kinnamon	Corporation Trust Center 1209 Orange Street Wilmington, Delaware 19801

6. The corporation is to have perpetual existence.

7. In furtherance and not in limitation of the powers conferred by statute, the board of directors is expressly authorized to make, alter or repeal the by-laws of the corporation.

8. Elections of directors need not be by written ballot unless the by-laws of the corporation shall so provide.

9. Meetings of stockholders may be held within or without the State of Delaware, as the by-laws may provide. The books of the corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the board of directors or in the by-laws of the corporation.

10. The corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

WE, THE UNDERSIGNED, being each of the incorporators hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this certificate, hereby declaring and certifying that this is our act and deed and the facts herein stated are true, and accordingly have hereunto set our hands this 28th day of September, 1992.

V. A. Brookens, Incorporator

L. Austin, Incorporator

M. C. Kinnamon, Incorporator

CERTIFICATE OF INCORPORATION

OF

NEW MURPHY OIL USA, INC.

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WE, THE UNDERSIGNED, being each of the incorporators hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this certificate, hereby declaring and certifying that this is our act and deed and the facts herein stated are true, and accordingly have hereunto set our hands this 28th day of September, 1992.

V. A. Brookens
V. A. Brookens

J. L. Austin
J. L. Austin

M. C. Kinnamon
M. C. Kinnamon

Received for Record

Paulette Sullivan-Moore, Recorder.

STATE OF DELAWARE :
: SS.:
NEW CASTLE COUNTY :

Recorded in the Recorder's Office at
Wilmington, Vol. Page &c., the
day of , A. D. 1992.
Witness my hand and official seal.

Paulette Sullivan-Moore
Recorder.

" Recorders Office "
" New Castle Co. Del. "
" Mercy Justice "

CT System

The Corporation
Trust Company
30 The Green
Dover, DE 19901
302 734 7492
Fax 302 674 8340

September 29, 1992

RE: NEW MURPHY OIL USA, INC. - MOUSA

Murphy Oil USA, Inc.
Attention: Ms. Carla W. Hearnsberger
200 Peach Street
El Dorado, Arkansas 71730

Dear Ms. Hearnsberger:

Pursuant to instructions received, the Certificate of Incorporation for this corporation was filed in the office of the Secretary of State of Delaware on September 28, 1992 at 4 P.M. and a certified copy thereof is being forwarded by the Secretary of State to the Recorder of Deeds of New Castle County, Wilmington, Delaware.

We enclose one certified copy of the Certificate of Incorporation.

We enclose minute book copy of Certificate of Incorporation, Bylaws and Statement of Incorporators in Lieu of Organization Meeting for this corporation, together with one carbon copy thereof.

Very truly yours,

Janice L. Austin

Janice L. Austin
Service Representative

JLA/rp
Enc.

MURPHY OIL USA, INC.

Qualified in the following states:

Alabama

Arkansas

Colorado

Florida

Georgia

Illinois

Indiana

Kansas

Kentucky

Louisiana

Michigan

Minnesota

Mississippi

Montana

Nebraska

New Mexico

North Carolina

North Dakota

Oklahoma

South Carolina

South Dakota

Tennessee

Texas

Virginia

Wisconsin

Wyoming

STATEMENT OF INCORPORATORS

IN LIEU OF ORGANIZATION

MEETING

OF

NEW MURPHY OIL USA, INC.

* * * * *

The certificate of incorporation of this corporation having been filed in the office of the Secretary of State, the undersigned, being all of the incorporators named in said certificate, do hereby state that the following actions were taken on this day for the purpose of organizing this corporation:

1. By-laws for the regulation of the affairs of the corporation were adopted by the undersigned incorporators and were ordered inserted in the minute book immediately following the copy of the certificate of incorporation and before this instrument.

2. The following persons were elected as directors to hold office until the first annual meeting of

stockholders or until their respective successors are elected and qualified:

George E. Breazeal
Jack W. McNutt
R. Madison Murphy
Enoch L. Dawkins
Claiborne P. Deming
Clefton D. Vaughan

3. The board of directors was authorized, in its discretion, to issue the shares of the capital stock of this corporation to the full amount or number of shares authorized by the certificate of incorporation, in such amounts and for such considerations as from time to time shall be determined by the board of directors and as may be permitted by law.

Dated, September 28, 1992.

V. A. Brookens
V. A. Brookens

J. L. Austin
J. L. Austin

M. C. Kinnamon
M. C. Kinnamon

UNANIMOUS CONSENT

OF

THE BOARD OF DIRECTORS

OF

MURPHY OIL USA, INC.

Pursuant to the Authority of Section 141(F) of the General Corporation Law of the State of Delaware, the undersigned, being all of the Directors of Murphy Oil USA, Inc. (the "Corporation"), hereby consent to the following action without a formal meeting to be implemented in the order as set forth:

RESOLVED, that any officer of the Corporation, each with full power to act alone, be and they are hereby authorized to execute and deliver for and on behalf of the Corporation the Formation Agreement between the Corporation and New Murphy Oil USA, Inc., (hereinafter "Newco") in the form attached hereto, and that said Formation Agreement be and the same hereby is approved; and be it further

RESOLVED, that the Corporation contribute pursuant to the terms of the aforesaid Formation Agreement all of its tangible and intangible downstream assets, as defined in said Formation Agreement, to Newco in exchange for all of the issued and outstanding stock of Newco; and be it further

RESOLVED, that all Newco stock received in exchange for the aforesaid contribution shall be spun off to the corporation's shareholder, Murphy Oil Corporation; and be it further

Need Documentation

RESOLVED, that the Corporation shall dividend to its shareholder, Murphy Oil Corporation on January 1, 1993 in specie certain assets as indicated on the attached list; and be it further

RESOLVED, that the Corporation's Benefit Plans be amended to reflect that Murphy Oil Corporation is now Company sponsor of such plans; and be it further

RESOLVED, that whereas following accomplishment of the above, all of the capital stock of the Corporation is to be contributed by Murphy Oil Corporation to Murphy Exploration & Production Company, it is hereby determined that it is in the best interest of the Corporation that the Corporation merge effective January 1, 1993 with Murphy Exploration & Production Company (hereinafter "Murphy Expro"), a Delaware corporation, and that Murphy Expro be the surviving corporation and the Corporation the merging corporation; and be it further

RESOLVED, that the Corporation enter into an Agreement and Plan of Merger with Murphy Expro in the form attached to this Consent; and be it further

RESOLVED, that immediately subsequent to implementation of the actions aforesaid the Corporation be merged effective January 1, 1993 into Murphy Expro, and that all of the estate, property, rights, privileges, powers and franchises of the Corporation be vested in and held and enjoyed by Murphy Expro as fully and entirely and without change or diminution as the same were before held and enjoyed by the Corporation.

RESOLVED, that Murphy Expro assume all of the obligations of this Corporation outstanding as of the time of the merger.

RESOLVED, that this Corporation shall cause to be executed and filed and/or recorded the documents prescribed by the laws of the State of Delaware, and by the laws of any other appropriate jurisdiction and will cause to be performed all necessary acts within the jurisdiction of organization of Murphy Expro and of this Corporation and in any other appropriate jurisdiction.

RESOLVED, that any officer of the Corporation, each with full power to act alone, be and they are hereby authorized to execute and deliver for and on behalf of the Corporation the Agreement and Plan of Merger; and be it further

RESOLVED, that the original of this Consent be filed in the minute book of the Corporation.

IN WITNESS WHEREOF, the undersigned have executed this Consent as of the 31st day of December, 1992.

Herbert A. Fox, Jr.

Claiborne P. Deming

Jack McNutt

R. Madison Murphy

#

MOUSA - AOI-Amend

1993-01-04

State of Delaware

Office of the Secretary of State

I, DANIEL R. GRIFFITH, ACTING SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "NEW MURPHY OIL USA, INC." FILED IN THIS OFFICE ON THE FOURTH DAY OF JANUARY, A.D. 1993, AT 4:30 O'CLOCK P.M.

A CERTIFIED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO NEW CASTLE COUNTY RECORDER OF DEEDS FOR RECORDING.

* * * * * * * * *

ACTING SECRETARY OF STATE

AUTHENTICATION: *3732447

DATE: 01/05/1993

733004007

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION

* * * * *

NEW MURPHY OIL USA, INC., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: That the Stockholder of said corporation, by Consent signed January 2, 1993, adopted the following resolution:

> RESOLVED, that the sole stockholder hereby declares it advisable and in the best interest of the Company that Article FIRST of the Certificate of Incorporation of the Company be amended to read as follows:
>
> > "FIRST: The name of the corporation shall be MURPHY OIL USA, INC. (hereinafter called the 'Company')."

SECOND: That said amendment was duly adopted in accordance with the provisions of Sections 228 and 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said NEW MURPHY OIL USA, INC. has caused this certificate to be signed by Steven A. Cossé, its Vice President, and attested by Carla W. Hearnsberger, its Assistant Secretary, this 2nd day of January, 1993.

NEW MURPHY OIL USA, INC.

By: _____
Steven A. Cossé
Vice President

Attest:

By: _____
Carla W. Hearnsberger
Assistant Secretary

JAN- 4-93 MON 15:15 MURPHY OIL LEGAL DEPT FAX NO. 501 884 8488 P.03

CT System

JAN 5 1993

The Corporation
Trust Company
30 The Green
Dover, DE 19901
302 734 7492
Fax 302 674 0340

RE: NEW MURPHY OIL USA, INC.
Changed name to: MURPHY OIL USA, INC.

Murphy Oil Corporation
Attention: Ms. Carla W. Hearnsberger
200 Peach Street
Eldorado, Arkansas 71730-5836

Dear Ms. Hearnsberger:

Pursuant to instructions received, the Certificate of Amendment for this corporation was filed in the office of the Secretary of State of Delaware on January 4, 1993 at 4:30 P.M. and a certified copy thereof is being forwarded by the Secretary of State to the Recorder of Deeds of New Castle County, Wilmington, Delaware.

We enclose twenty-five certified copies of the Certificate of Amendment.

Very truly yours,

Mary C. Kinnamon

Mary C. Kinnamon
Service Representative

MCK/asw
Enc.
FEDERAL EXPRESS
TU 85435-7/GRAMLICH

MURPHY OIL CORPORATION
200 PEACH STREET
EL DORADO, ARKANSAS 71730-5836
(501) 862-6411

January 4, 1993

VIA FAX

Ms. Janice L. Austin
Service Representative
The Corporation Trust Company
30 The Green
Dover, DE 19901

Re: Name Change of New Murphy Oil USA, Inc.
to Murphy Oil USA, Inc.
No. TU-85435-7

Dear Ms. Austin:

Attached please find the Certificate of Amendment of Certificate of Incorporation changing New Murphy Oil USA, Inc.'s name to Murphy Oil USA, Inc. Please have this Certificate filed as soon as possible.

Please order twenty-five (25) certified copies of this document and then forward to my attention by Federal Express.

Thanks for your assistance.

Sincerely,

Carla W. Heamsberger

CWH:rb

Attachment

cc: Steve Gramlich

FAX 862-9057
SPUR
TLX 536210

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION

* * * * *

NEW MURPHY OIL USA, INC., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: That the Stockholder of said corporation, by Consent signed January 2, 1993, adopted the following resolution:

> RESOLVED, that the sole stockholder hereby declares it advisable and in the best interest of the Company that Article FIRST of the Certificate of Incorporation of the Company be amended to read as follows:
>
> "FIRST: The name of the corporation shall be MURPHY OIL USA, INC. (hereinafter called the 'Company')."

SECOND: That said amendment was duly adopted in accordance with the provisions of Sections 228 and 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said NEW MURPHY OIL USA, INC. has caused this certificate to be signed by Steven A. Cossé, its Vice President, and attested by Carla W. Hearnsberger, its Assistant Secretary, this 2nd day of January, 1993.

NEW MURPHY OIL USA, INC.

By: _____
Steven A. Cossé
Vice President

Attest:

By: _____
Carla W. Hearnsberger
Assistant Secretary

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "MURPHY OIL USA, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-THIRD DAY OF AUGUST, A.D. 2019.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "MURPHY OIL USA, INC." WAS INCORPORATED ON THE TWENTY-EIGHTH DAY OF SEPTEMBER, A.D. 1992.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.





2310873 8300

SR# 20196687336

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 203465735

Date: 08-23-19

2010-04-20

MURPHY, INC. - Certified Copies Of Articles Of Inc.

----- Forwarded by Tricia Hammons/ELD/MOC on 04/14/2010 03:10 PM -----

From: CLS-ClaytonTeam1@wolterskluwer.com
To: tricia_hammons@murphyoilcorp.com
Date: 04/14/2010 03:02 PM
Subject: CT Order Number 7817829, SO - MURPHY OIL USA, INC.

Thank you for using CT for the above referenced order. A copy of your order results is attached. Included are results from the following jurisdictions:
Delaware

This is the original electronic copy of your evidence, therefore, no additional document will be sent to you.

You can access the attached document and view your complete order status in CTAdvantage at the following link:
http://www.ctadvantage.com/WebApps/App/Order/OrderDetail.aspx?OrderNumber=7817829&OrderType=SO&OrderCompany=01000

Your CTAdvantage.com User ID is: TRICIAHAMMONS

Please let us know if you have questions or need further assistance. We appreciate your business!

Clayton Corporate Team 1
120 South Central Avenue
Suite 400
Clayton, MO 63105
314-863-1119
314-863-0794
CLS-ClaytonTeam1@wolterskluwer.com

Email sent from Wilmington Fulfillment Team 3.

Did you know that you can view your order status in real-time on www.ctadvantage.com ?



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This e-mail and all attachments is confidential and may contain legally privileged information intended solely for the use of the addressee. If you are not the intended recipient, you are hereby notified that reading or any other use of this message is unauthorized. Any views or opinions expressed in this message are solely those of the author, and do not necessarily reflect those of Murphy Oil Corporation or any of its subsidiaries.

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "NEW MURPHY OIL USA, INC.", CHANGING ITS NAME FROM "NEW MURPHY OIL USA, INC." TO "MURPHY OIL USA, INC.", FILED IN THIS OFFICE ON THE FOURTH DAY OF JANUARY, A.D. 1993, AT 4:30 O'CLOCK P.M.

2310873 8100

100403761



Jeffrey W. Bullock, Secretary of State

AUTHENTICATION: 7943113

DATE: 04-20-10

You may verify this certificate online at corp.delaware.gov/authver.shtml

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:30 PM 01/04/1993
733004007 - 2310873

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION

* * * * *

NEW MURPHY OIL USA, INC., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: That the Stockholder of said corporation, by Consent signed January 2, 1993, adopted the following resolution:

> RESOLVED, that the sole stockholder hereby declares it advisable and in the best interest of the Company that Article FIRST of the Certificate of Incorporation of the Company be amended to read as follows:
>
> > "FIRST: The name of the corporation shall be MURPHY OIL USA, INC. (hereinafter called the 'Company')."

SECOND: That said amendment was duly adopted in accordance with the provisions of Sections 228 and 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said NEW MURPHY OIL USA, INC. has caused this certificate to be signed by Steven A. Cossé, its Vice President, and attested by Carla W. Hearnsberger, its Assistant Secretary, this 2nd day of January, 1993.

NEW MURPHY OIL USA, INC.

By: _____
Steven A. Cossé
Vice President

Attest:

By: _____
Carla W. Hearnsberger
Assistant Secretary

JAN- 4-93 MON 15:15 MURPHY OIL LEGAL DEPT FAX NO. 501 864 6489 P.03

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "NEW MURPHY OIL USA, INC.", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF SEPTEMBER, A.D. 1992, AT 4 O'CLOCK P.M.

2310873 8100

100383977

You may verify this certificate online at corp.delaware.gov/authver.shtml

Jeffrey W. Bullock, Secretary of State

AUTHENTICATION: 7931373

DATE: 04-14-10

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:00 PM 09/20/1992
732272029 - 2310873

CERTIFICATE OF INCORPORATION

OF

NEW MURPHY OIL USA, INC.

* * * * *

1. The name of the corporation is

NEW MURPHY OIL USA, INC.

2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

3. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

4. The total number of shares of stock which the corporation shall have authority to issue is one thousand (1,000) and the par value of each of such shares is One Dollar ($1.00) amounting in the aggregate to One Thousand Dollars ($1,000.00).

At all elections of directors of the corporation, each stockholder shall be entitled to as many votes as shall equal the number of votes which (except for such provision as to cumulative voting) he would be entitled to cast for the election of directors with respect to his shares of stock multiplied by the number of directors to be elected by him, and he may cast all of such votes for a single director or may distribute them among the number to be voted for, or for any two or more of them as he may see fit.

5. The name and mailing address of each incorporator is as follows:

NAME	MAILING ADDRESS
V. A. Brookens	Corporation Trust Center 1209 Orange Street Wilmington, Delaware 19801
J. L. Austin	Corporation Trust Center 1209 Orange Street Wilmington, Delaware 19801
M. C. Kinnamon	Corporation Trust Center 1209 Orange Street Wilmington, Delaware 19801

6. The corporation is to have perpetual existence.

7. In furtherance and not in limitation of the powers conferred by statute, the board of directors is expressly authorized to make, alter or repeal the by-laws of the corporation.

8. Elections of directors need not be by written ballot unless the by-laws of the corporation shall so provide.

9. Meetings of stockholders may be held within or without the State of Delaware, as the by-laws may provide. The books of the corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the board of directors or in the by-laws of the corporation.

10. The corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

WE, THE UNDERSIGNED, being each of the incorporators hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this certificate, hereby declaring and certifying that this is our act and deed and the facts herein stated are true, and accordingly have hereunto set our hands this 28th day of September, 1992.

V. A. Brookens, Incorporator

L. Austin, Incorporator

M. C. Kinnamon, Incorporator

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "MURPHY USA INC.", FILED IN THIS OFFICE ON THE SEVENTH DAY OF AUGUST, A.D. 2013, AT 6:12 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

5296351 8100

130966261

You may verify this certificate online at corp.delaware.gov/authver.shtml

Jeffrey W. Bullock, Secretary of State

AUTHENTICATION: 0648276

DATE: 08-07-13

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:16 PM 08/07/2013
FILED 06:12 PM 08/07/2013
SRV 130966261 - 5296351 FILE

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

OF

MURPHY USA INC.

Pursuant to the provisions of § 242 and § 245 of the General Corporation Law of the State of Delaware

Murphy USA Inc., a corporation organized under the laws of the State of Delaware, does hereby certify that:

FIRST: The present name of the corporation is Murphy USA Inc. (the "**Corporation**"). The Corporation was incorporated on March 1, 2013 under the name Murphy USA Inc., pursuant to the General Corporation Law of the State of Delaware ("**Delaware Law**").

SECOND: The Certificate of Incorporation of the Corporation is hereby amended and restated in its entirety as hereinafter provided for (the "**Amended and Restated Certificate of Incorporation**").

THIRD: The Amended and Restated Certificate of Incorporation herein certified has been duly adopted by the Corporation's Board of Directors and stockholders in accordance with the provisions of §§ 228, 242 and 245 of Delaware Law.

FOURTH: The Amended and Restated Certificate of Incorporation shall become effective upon filing with the Secretary of State of the State of Delaware.

SIXTH: The Amended and Restated Certificate of Incorporation of the Corporation shall, at the effective time, read as follows:

ARTICLE 1
NAME

The name of the corporation is Murphy USA Inc. (the "**Corporation**").

ARTICLE 2
REGISTERED OFFICE AND AGENT

The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, City of Wilmington, County of New Castle,

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	12/7/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/7/2023 - 11:56 AM

R E S O L U T I O N

Sponsored by: Councilmember Joel Daves

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Lounge Retail Liquor Class II (Package Store) License
Submitted by:	EK Dantaya 2023, LLC
Location:	Cheap S Liquor 364 Azalea Road Mobile, AL 36609

Adopted:

_____

City Clerk

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
SCOTT JONES
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
12/05/2023	NEW APPLICATION	2023 - 5623	127291	December 12, 2023

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

011 - LOUNGE RETAIL LIQUOR CLASS II (PACKAGE STORE)

Legal Business Name **EK DANTAYA 2023 LLC**

Trade Name (DBA) **CHEAP S LIQUOR**

Location Address **364 AZALEA ROAD**

City, State, Zip Code **MOBILE AL 36609**

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
SCOTT JONES
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
12/05/2023	NEW APPLICATION	2023 - 5623	127291	December 12, 2023

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

011 - LOUNGE RETAIL LIQUOR CLASS II (PACKAGE STORE)

Legal Business Name **EK DANTAYA 2023 LLC**

Trade Name (DBA) **CHEAP S LIQUOR**

Location Address **364 AZALEA ROAD**

City, State, Zip Code **MOBILE AL 36609**

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Pafenbach-Gauthier**

From: **Logan Anderson**
Principal Planner L. Logan Anderson

Date: **December 6, 2023**

Re: **Application # 5623 / 364 Azalea Rd.**

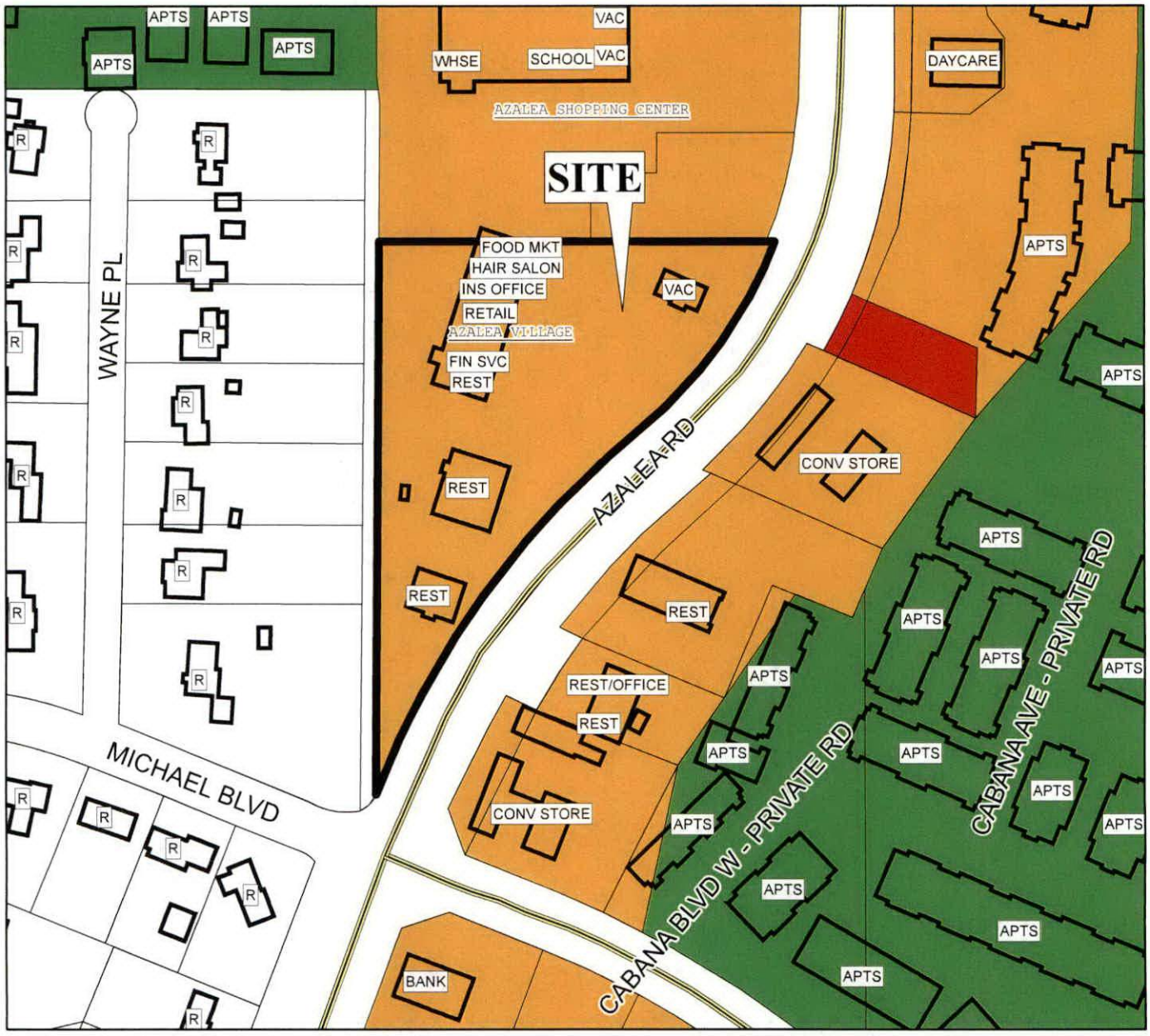
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-2. This is to advise that a package store with retail liquor sales is a permitted use in this zoning district.

Based on the plan submitted, the site meets the parking requirements of the Unified Development Code.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District # 5, Joel Daves (Council Member).

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5623 DATE 12/12/2023

APPLICANT EK DANTAYA 2023 LLC

LOCATION 364 AZALEA RD

REQUEST ALCOHOLIC BEVERAGE LICENSE

N W E S

NTS

LANDUSE SURVEY CONDUCTED 2010

R-A R-3 B-1 B-2 B-5 ML I-2 OPEN T-3 T-5.2

R-1 R-B T-B B-3 CW MH PD SD T-4 T-6

R-2 H-B LB-2 B-4 MM I-1 MUN SD-WH T-5.1

City of Mobile Alcoholic Beverage License Approval Request

TO: City of Mobile City Council
FROM: City of Mobile Revenue Department
RE: Alcoholic Beverage License Request

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
December 4, 2023	NEW APPLICATION	2023 - 5623	127291	December 12, 2023

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits.

License Type(s)

011 - LOUNGE RETAIL LIQUOR CLASS II (PACKAGE STORE)

Legal Business Name

EK DANTAYA 2023 LLC

Trade Name (DBA)

CHEAP S LIQUOR

Location Address

364 AZALEA ROAD MOBILE AL 36609

Business Contact Person Information			
Name	Title	Phone	Email
JUNPING ZHENG	OWNER	(251) 623-1937	8141089@GMAIL.COM

Has any outstanding license and tax issues been addressed and corrected with this business? **N/A**

What is/was the start date of this business? **12.15.2023**

The alcohol license will not be issued until two (2) letters of approval and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department

R Shawn Skinner

Revenue Department Representative

City of Mobile Alcoholic Beverage License Application

Application Date	Application Type	Application Number	License Number Assigned	City Council Agenda Date
December 4, 2023	NEW APPLICATION	2023 - 5623	127291	December 12, 2023

License Type applied for with Alabama ABC Board	2nd License Type applied for with Alabama ABC Board
011 - LOUNGE RETAIL LIQUOR CLASS II (PACKAGE STORE)	

Business Information

Legal Business Name	Trade Name (DBA)
EK DANTAYA 2023 LLC	CHEAP S LIQUOR

Business Structure Type	Incorporation Date	Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	10.20.2023	001-104-648	AL	MOBILE

Federal Tax ID (FEIN)	AL State Tax ID
93-4021164	R011948921

Physical Address of Business (Street Address, Suite #)	City	State	Zip Code
364 AZALEA ROAD	MOBILE	AL	36609

Mailing Address for Business (PO Box, Street Name, Suite #)	City	State	Zip Code
364 AZALEA ROAD	MOBILE	AL	36609

Primary Business Activity at this location	If Location Transfer, Previous Street Address and Zip Code
PACKAGE STORE	N/A

Business Contact Person Information

Name	Title	Phone	Email
JUNPING ZHENG	OWNER ☐ POA	(251) 623-1937	8141089@GMAIL.COM

If TRANSFER of license, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
N/A	

License Type	License Number	Any ABC Pending Actions

Land/Building Information

Do you own or rent/lease the property? **RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED**

Property Owner Name	Prop Owner Phone	Property Owner Email
AZALEA SOUTH LLC	(251) 234-7232	

Property Owner Address	City	State	Zip Code
PO BOX 7475	MOBILE	AL	36670

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure	License Covers
4,000	N/A	YES	NO	SINGLE	ENTIRE STRUCTURE

Do the premises have a fully equipped and operational kitchen? **NO**

Is the business used to habitually and principally provide food to the public? **NO**

Is the business equipped with services and facilities for on premises consumption? **NO**

Will the business be operated primarily as a package store? **YES**

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers — Copy of Driver's License Must Be Provided for each Person

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
ZHENG, JUNPING	OWNER		
Home Street Address	**City**	**State**	**Zip Code**
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC License(s) with any entity in your name?

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
NO			

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
N/A			
Home Street Address	**City**	**State**	**Zip Code**
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, Violation	Arresting Agency	Arrest Date	Disposition

Do you have any existing State of Alabama ABC License(s) with any entity in your name?

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)

Power of Attorney (POA) Information — Copy of Driver's License Must Be Provided

Full Name (Last, First, Middle)	Title	Date of Birth	Drivers License (State, Number)	
N/A				
Home Street Address	**City**	**State**	**Zip Code**	**Phone Number**

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? **NO**

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? **NO**

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? **YES**

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

JZ **The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.**

JZ **The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the licensed premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling or not, at any time.**

JZ **The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.**

JZ **The undersigned understands that the City reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed without prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.**

JZ **Applicant for the Alcoholic Beverage license, requested by the foregoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated herein, the applicant is the only person interested in the business for which license is requested.**

JZ **In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.**

Owner/Applicant Printed Name: Junping Zhong

Date: 12/4/23

Owner/Applicant Signature:

Title: owner

Sworn to and subscribed before me this 4th day of DECEMBER 20 23

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
R SHAWN SKINNER	R Shawn Skinner	November 19, 2025

Notary Stamp

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

Signature Page

CITY OF MOBILE

REVENUE DEPARTMENT

December 4, 2023

CHEAP S LIQUOR

364 AZALEA ROAD

MOBILE, AL 36609 USA

ACCOUNT NUMBER: 127291 TERRITORY 5

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
1682098	12/2023	ALCOHOL APPLICATION FEE APPLICATION FEE	$50.00	$0.0	$0.00	$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

$50.00*

***Additional penalties may apply when payment is rendered**

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

12/04/2023 08:58AM NICKOL H.
037246-0001

BUSINESS LICENSE
EK DANTAYA 2023 LLC
127291
2023 Item: 1682098
ALCOHOL APPLICATION FEE $50.00

$50.00

Subtotal **$50.00**
TP CC FEE $2.50
Total **$52.50**

REVENUE CC $52.50
MasterCard **********8051
Ref=b9b8be0c-f902-4541-b097-248f97b8177f
Auth=05529Q

Change due **$0.00**

Paid by: ZHENG/JUNPING

Thank you for your payment

CUSTOMER COPY

This confirms that you have authorized Tyler Technologies to collect a service fee to complete this transaction. If you have any questions regarding this fee, contact Tyler Technologies' customer service department at TPCustomerService@TylerTech.com for assistance.

Tyler Technologies, Inc

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20231113153720788

Type License: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE) **State:** $300.00 **County:** $300.00

Type License: **State:** **County:**

Trade Name: CHEAP S LIQUOR **Filing Fee:** $50.00

Applicant: EK DANTAYA 2023 LLC **Transfer Fee:**

Location Address: 364 AZALEA RD MOBILE, AL 36609

Mailing Address: 364 AZALEA RD MOBILE, AL 36609

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:** 0

Product Type: 03 **Type Ownership:** LLC

Book, Page, or Document info: 001-104-648

Do you sell Draft Beer?:

Date Incorporated: 10/20/2023 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority:

Federal Tax ID: 93-4021164 **Alabama State Sales Tax ID:** R011948921

Name:	Title:	Date and Place of Birth:	Residence Address:
JUNPING ZHENG	OWNER		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: JUNPING ZHENG
Business Phone: 251-623-1937
Fax:

Home Phone: 251-623-1937
Cell Phone: 251-623-1937
E-mail: CHEAPSLIQUOR2023@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:

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STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20231113153720788

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: AZALEA SOUTH LLC 251-234-7232
What is lessors primary business? REAL ESTATE
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? YES
Building Dimensions Square Footage: 4000 Display Square Footage: 2000
Building seating capacity: 0 Does Licensed premises include a patio area? NO
License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

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STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20231113153720788

Initial each — **Signature page**

Initial each	
JZ	In reference to law violations, I attest to the truthfulness of the responses given within the application.
JZ	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
JZ	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
	In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
JZ	In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
JZ	The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
JZ	I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Junping zheng

Signature of Applicant: [signature]

Notary Name (print): Vivian A Curry

Notary Signature: Vivian A Curry

Commission expires:

VIVIAN A. CURRY
My Commission Expires
August 7, 2024

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

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Receipt Confirmation Page

Receipt Confirmation Number: 20231113153720788

Application Payment Confirmation Number: 96251654

Payment Summary	
Payment Item	Fee
Application Fee for License 011	$50.00
Total Amount to be Charged	$50.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)	$300.00	$300.00	$600.00
Total Amount to be Charged	$300.00	$300.00	$600.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)
License Type 2:
License County: MOBILE
Business Type: LLC
Trade Name: CHEAP S LIQUOR
Applicant Name: EK DANTAYA 2023 LLC
Location Address: 384 AZALEA RD
MOBILE, AL 36609
Mailing Address: 384 AZALEA RD
MOBILE, AL 36609
Contact Person: JUNPING ZHENG
Contact Home Phone:
Contact Business Phone:
Contact Fax:
Contact Cell Phone:
Contact Email Address:
Contact Web Address:

Scanned with CamScanner

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the *Code of Alabama 1975*, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. **The information required in this form is required by Title 10A.**

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with *Code of Alabama*, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:

   Ek Dantaya 2023 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): Junping Zheng

   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

001-104-648 DLL

Date	10/20/2023
Time	11:54:00
File	$100.00
County	$100.00
Total	$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

5. Check only if the type applies to the Limited Liability Company being formed:

   ○ Series LLC complying with Title 10A, Chapter 5A, Article 11

   ○ Professional LLC complying with Title 10A, Chapter 5A, Article 8

   ○ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12
   The undersigned specify 10 / 20 / 2023 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 11 : 54 ◉ AM or ○ PM. (cannot be noon or midnight – 12:00)

☒ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

10 / 20 / 2023
Date (MM/DD/YYYY)

saty putcha
Signature as required by 10A-5A-2.04

organizer
Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

Additional Details

Organizers

Organizer	Street Address	Mailing Address
Saty Putcha		

Membership of Ek Dantaya 2023 LLC

1. Junping Zheng, 100%

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:

Ek Dantaya 2023 LLC

This name reservation is for the exclusive use of Saty Putcha, 1521 Dawes Rd, Mobile, AL 36695 for a period of one year beginning October 20, 2023 and expiring October 20, 2024

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

October 20, 2023

Date

RES120831

Wes Allen **Secretary of State**

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 10-20-2023

Employer Identification Number:
93-4021164

Form: SS-4

Number of this notice: CP 575 A

EK DANTAYA 2023 LLC
CHEAP S LIQUOR
% JUNPING ZHENG SOLE MBR
8196 MARIGOLD LOOP N
SEMMES, AL 36575

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 93-4021164. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 940	01/31/2024
Form 944	01/31/2024

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:
If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

2024

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

EK DANTAYA 2023 LLC
364 AZALEA RD
MOBILE, AL 36609-1969

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011948921	12/1/2023	12/31/2024

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE

THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE. THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Janet W. Statheopoulos

Deputy Commissioner

NAICS CODE: 445320

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CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY
REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork

Ownership Type	Company Name

The above described property is ☐ Owned ☑ Leased to/by _____

Who has applied for an *ALABAMA ALCOHOLIC BEVERAGE LICENSE* at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 4 day of December 2023

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Kaitlyn F. Lumpkin	Kaitlyn F. Lumpkin	9.2.2024

Notary Stamp

KATLYN F. LUMPKIN NOTARY PUBLIC ALABAMA STATE AT LARGE My Comm. Expires Sept. 2, 2024

	Owner of Property (Print Name)	Applicant Name (Print Name)
	Katherine White-Spunner	Junping Zheng
Owner of Property (Signature)		Applicant Name (Signature)
Street Address		Street Address
	3201 Dauphin St	364 Azalea Rd
City, State, Zip		City, State, Zip
	Mobile, AL 36606	Mobile AL 36609
Date Agreement Signed		Date Agreement Signed
	12/4/23	12/4/23

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure	Application Type	Transfer - License?	Description/Type
☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation	☒ New Business ☐ New Owner ☐ Location Change	☒ No ☐ Yes Relocation Date	☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☒ Package Store ☐ Restaurant ☐ Other

License Type Applied for with AL ABC Board (*MUST* match with ABC Board) - check ALL that apply

☐ 010 - Lounge Retail Liquor (Class I) ☒ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor
☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises)
☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine
☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub

Legal Business Name	Trade Name (DBA)
EK Dantaya 2023 LLC	Cheap S Liquor

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
364 Azalea RD	Mobile	AL	36609

Business Contact Person Information

Name	Title	Phone	Email
Junping zheng	owner		

URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
4000	55	10	✓	B-2	✓

Comments

Print Name	Signature	Date
CALDWELL C. WHISTLER	Caldwell C. Whistler	12-4-2023

EXHIBIT A-1

PARCEL NO. 5

PHYSICAL ADDRESS:
364 AZALEA ROAD
MOBILE, AL 36609

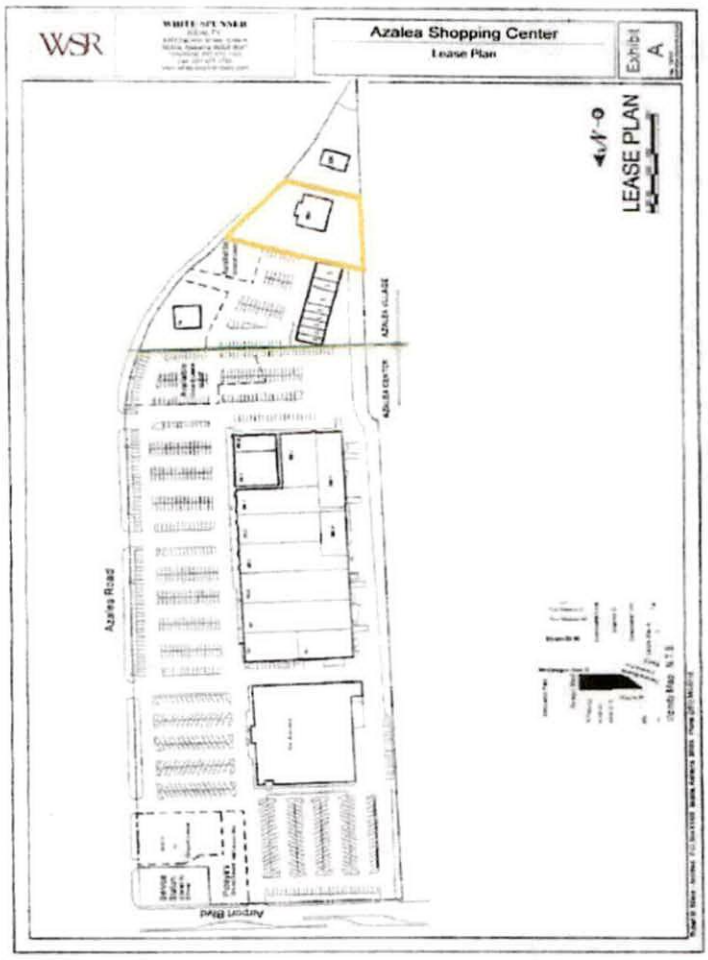
CONTAINING A 1-STORY STUCCO BUILDING OF 5,300 SQUARE FEET +/-

LEGAL DESCRIPTION:

COMMENCING AT THE SOUTHEAST CORNER OF SKAGGS ALBERTSON'S ACCORDING TO PLAT RECORDED IN MAP BOOK 26, PAGE 88 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE COURT OF MOBILE COUNTY, ALABAMA, SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF AZALEA ROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF AZALEA ROAD, RUN S 00° 51'00" W 639.59 FEET TO THE P.C. OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 44° 20' AND A RADIUS OF 553.27 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF AZALEA ROAD, RUN SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE, A DISTANGE OF 428.10 FEET TO THE P.T. OF SAID CURVE; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF AZALEA ROAD, RUN S 45° 11' W 95.82 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING S 45° 11' W ALONG SAID WEST RIGHT OF WAY LINE OF AZALEA ROAD, RUN A DISTANCE OF 95.48 FEET TO THE P.C. OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1036.42 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF AZALEA ROAD, RUN SOUTHWESTWARDLY ALONG THE ARC OF SAID GURVE A DISTANCE OF 89.62 FEET TO A POINT; THENCE RUN N 72° 14' 17" W 173.50 FEET TO A POINT; SAID POINT BEING 20.0 FEET EAST OF THE EAST LINE OF SECTION 38, T4S–R2W AS MEASURED AT RIGHT ANGLES; THENCE 20.0 FEET EAST OF AND PARALLEL WITH SAID EAST LINE OF SECTION 38, RUN N 00° 09' 49" E 174.14 FEET TO A POINT; THENCE RUN S 72° 14' 17" E 307.91 FEET TO THE POINT OF BEGINNING. CONTAINING 39,712 SQUARE FEET OR 0.9117 ACRES.



Exhibit "A"



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Information for address:
364 AZALEA RD



- **Parcel Information:**

Key / ID:
02768525 / R022807262000002.002
Owner:
Azalea South L L C % White-spunner Assoc Inc
P O Box 7475

Mobile, Al 36670

Subdivision:

- **Jurisdiction:**
City of Mobile

- **Neighborhood Renewal District:**
Community Block Grant Area

- **Revenue District:**
5

- **Township/Range/Section:**
4s2w26

- **Tract Census 2010:**
003203

- **Zipcode:**
Mobile

- **Historic District:**
N/A

- **XY Location(NAD83 State Plane Al West 102 Ft):**
X: 1764133.626
Y: 244720.954

- **Zoning:**
Check zoning on Planning & Zoning

Services:

- **Fire District:**
Fire Station 22 Tapia

- **Garbage Pickup Day:**
Thursday-West - Route A

- **Police Precinct / Beat:**
Precinct - 2 / Beat - 20

- **Trash Pickup Day/ Unit:**
Friday South - biweekly / Td-6

- **Community Action Group:**
N/A

Political:

- **City Council District:**
5 - Joel Daves

- **County Commissioner District:** 2

- **State House District:** 103

- **State Senate District:** 35

School:

- **Elementary School District:**
Fonde

- **High School District:**
Davidson

- **Middle School District:**
Burns

- **School Board District:** 2

Hurricane / Flooding Information:

Please note the information given is a risk assessment, not a fact that your home will or will not flood.

- **Hurricane Evacuation Zones :**
Zone 3

- **Flood Zone:**
Check flood zone on City Map

- **Storm Surge Category:** N/A

Disclaimer: This document is not a legal document. The information and map shown on this document was compiled from various sources and subject to constant revision. This document/map should not be used to determine the relationship of various facilities to property lines, streets, buildings, etc. This is an advisory tool and is intended to be used for general public inquiry only.

EBW
10.24.23

WSR

White-Spunner Realty, Inc.
3201 Dauphin Street, Suite A
Mobile, AL 36606-4057

COMMERCIAL LEASE

This commercial lease ("**Lease**") is made and entered into on this the 1 day of November, 2023 ("**Effective Date**") by and between **AZALEA SOUTH, L.L.C., an Alabama limited liability company** (herein called "Landlord") and **Ek Dantaya 2023 LLC**(herein called "Tenant").

WITNESSETH

ARTICLE I
GRANT AND TERM

Section 1.01. Leased Premises.

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Tenant to be observed and performed, Landlord demises and leases to Tenant, and Tenant rents from Landlord, those certain premises commonly known as **364 Azalea** containing approximately **5,500 square feet** (the "**Leased Premises**") located in the shopping center known as **364 Azalea Rd** in **Azalea South** (herein called the "Shopping Center"), in the **City of Mobile** and **State of Alabama,** The boundaries, location and dimensions of the Leased Premises are highlighted in red on the site plan which is attached hereto as **Exhibit A** and made a part hereof.

Section 1.02. Use of Additional Areas.

The use and occupation by Tenant of the Leased Premises shall include the use in common with others entitled thereto of the common areas, employees' parking areas, service roads, loading facilities, sidewalks and customer car parking areas, shown and depicted on **Exhibit A** and other facilities as may be designated from time to time by the Landlord, subject however on the terms and conditions of this Lease and to reasonable rules and regulations for the use thereof as prescribed from time to time by Landlord.

Section 1.03. Term and Commencement.

The term of this Lease shall be for ***Five (5)*** years commencing on ***[November 1, 2023]*** ("**Rent Commencement Date**") and expiring on ***[October 31, 2028]*** ("**Lease Term**"). Notwithstanding that fact that the Lease Term and minimum rent commences on the Rent Commencement Date, this Lease shall be binding and inure to the benefit of Landlord and Tenant beginning on the Effective Date, and all obligations contained herein shall become effective on the Effective Date. Tenant's entry upon the Leased Premises for the installation of Tenant's stock in trade and trade fixtures, (when Landlord grants such permission) and prior to said Rent Commencement Date, shall not be deemed an opening for business to the public and shall not be permitted until Tenant has provided Landlord with proof of the insurance Tenant is required to maintain under this Lease.

Section 1.04. Failure of Tenant to Open.

In the event that Landlord notifies Tenant that the Leased Premises are ready for occupancy as herein defined and Tenant fails to take possession and to open the Leased Premises for business fully fixtured, stocked and staffed within the time herein provided, then Landlord shall have, in addition to any and all remedies herein provided, the right to collect the minimum rent herein provided, for each and every day that Tenant shall fail to commence to do business as herein provided. In addition, if Tenant shall have failed to open the Leased Premises for business at the conclusion of ninety (90) days following the Effective Date, then Landlord may, at Landlord's option, in addition to collecting said minimum rent, cancel and terminate this Lease by giving thirty (30) day's written notice to Tenant.

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IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this as of the Effective Date and executed in multiple originals being attached and made a part hereof.

LANDLORD

Azalea South, LLC.
An Alabama limited liability company

Witness:

_____

By: _____
John White-Spunner
Its: Managing Member

STATE OF ALABAMA)
MOBILE COUNTY)

I, the undersigned, Notary Public for the State of Alabama at Large do hereby certify that **John White-Spunner** whose names are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 8 day of November 2023.

Katlyn F. Lumpkin

Notary Public for the State of Alabama At Large

KATLYN F. LUMPKIN NOTARY PUBLIC ALABAMA STATE AT LARGE My Comm. Expires Sept. 2, 2024

My Commission Expires: 9.2.2024

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DocuSign Envelope ID: 295FA5CD-3586-4F90-BE69-12906F9D66C8

LANDLORD

Azalea South, LLC.
An Alabama limited liability company

Witness:

_____

By DocuSigned by: _____
Ben C Stimpson
Its: Managing Member

STATE OF ALABAMA)
MOBILE COUNTY)

I, the undersigned, Notary Public for the State of Alabama at Large do hereby certify that **Ben C Stimpson** whose names are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 1 day of November 2023.

_____
Notary Public for the State of Alabama At Large

KATLYN F. LUMPKIN NOTARY PUBLIC ALABAMA STATE AT LARGE My Comm. Expires Sept. 2, 2024

My Commission Expires: 9.2.2024

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IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this as of the Effective Date and executed in multiple originals being attached and made a part hereof.

TENANT:

Ek Dantaya 2023 LLC

Witness:

_____

By: _____

Its: owner

STATE OF ALABAMA)
MOBILE COUNTY)

I, undersigned, Notary Public for the State of Alabama at Large do hereby certify that Junping Zheng name as owner of Ek Dantaya 2023 LLC is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she as president and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 25th day of October 2023.

Stacey Dellinger

Notary Public for the State of Alabama At Large

STACEY DELLINGER
My Commission Expires
April 22, 2025

My Commission Expires: 4-22-25

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STATE OF ALABAMA)
COUNTY OF MOBILE)

WSR
White-Spunner Realty, Inc.
3201 Dauphin Street, Suite A
Mobile, AL 36606-4057

LEASE GUARANTY

In consideration of ONE DOLLAR ($1.00) in hand received and in order to induce **AZALEA SOUTH, L.L.C., an Alabama limited liability company** (**"Landlord"**) to execute and deliver a certain lease dated November 1, 2023 (**"Lease"**), by and between Landlord and **Ek Dantaya 2023 LLC** (**"Tenant"**)for the Leased Premises (as defined in the Lease) the undersigned (**"Guarantor"** whether one or more), jointly and severally do(es) hereby guarantee the prompt, full and faithful performance by Tenant of all agreements, covenants, obligations and acts to be performed by Tenant under the provisions of the Lease during the initial term and during any extension or renewal thereof, and covenants and agrees that, in the event of Tenant's default or defaults, upon Landlord's demand, promptly to fulfill and perform any and all agreements, covenants, obligation and acts of Tenant under the Lease. Guarantor(s) each agree that Landlord and Tenant may alter, modify, or otherwise amend the Lease without necessity of any notice to or joinder to Guarantor or any of them, and Landlord may deal with Tenant as Landlord may elect without diminishing or discharging the liability of Guarantor of any of them assumed hereunder. Each Guarantor expressly waives notice of any default by Tenant under the Lease and all other notice to which Tenant or any Guarantor might be otherwise entitled or which may be required by law, waives the necessity of attempting or exhausting recourse against Tenant or any other guarantor. Each Guarantor further consents to any assignment or subletting, in whole or in part, of the Lease or Leased Premises by Landlord or Tenant, their subtenants or assignees, and this guaranty shall endure to the benefit of the Landlord and its successor and assigns.

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IN WITNESS WHEREOF, Guarantor has signed and sealed this Guaranty as of the 25th day of October, 2023.

Signature: _____

Print Name: Junping zheng

Date of Birth: 12/29/1981

SSN: ____ _____

Home Address: _____

STATE OF ALABAMA
COUNTY OF Mobile

I, the undersigned notary public in and for the state and county hereby certify that Junping Zheng, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of said instruments, he executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this the 25th day of October, 2023.

STACEY DELLINGER
My Commission Expires
April 22, 2025

Stacey Dellinger
NOTARY PUBLIC
My commission expires 4-22-25

[SIGNATURE PAGE TO LEASE GUARANTY]

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NOTICE!

Notice is herby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages

License Type(s)

011 - LOUNGE RETAIL LIQUOR CLASS II (PACKAGE STORE)

Legal Business Name

EK DANTAYA 2023 LLC

Trade Name (DBA)

CHEAP S LIQUOR

Location Address

364 AZALEA ROAD MOBILE AL 36609

Application Number

2023 - 5623

Post Date

December 4, 2023

That public hearing on said application has been set before the City Council @ 1030am on Tuesday

December 12, 2023

Date

at the Government Plaza Auditorium (1st floor) located at 205 Government Street, Mobile Alabama. Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication addressed to the City of Mobile City Clerk Office

Applicant Signature

Revenue Dept Representative

R Shawn Skinner

In accordance to City of Mobile Code , the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Submitted by:

Gary Jackson, Municipal Enforcement Deputy Director

Sponsored by:

Councilmember Cory Penn - District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

12/12/2023

Funding Source

Project # 1501 Wellington Street - ME-071-23 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 1501 Wellington Street	Cover Memo	12/6/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	12/6/2023 - 12:04 PM
City Clerk	Gauthier, Lana	Approved	12/6/2023 - 3:59 PM

RESOLUTION

Sponsored by: Cory Penn – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1501 WELLINGTON STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 1, 3, 4, 5, 7, 8, 14 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1501 WELLINGTON STREET** described as:

BEG AT NE COR LOT 20 ACRES HGTS NO 2 MBK 125 P 88 THEN RUN W IN A DIS OF 100 FT TO A A PT TH RUN S A DIS OF 40 FT TO A PT TH RUN E 100 FT TH RUN N 40 FT TO TH POB SD LAND BEG TH PT OF LAND CONV TO GRANTOR BY VIRGINIA MADISON RPBK 1557 PG 455 #SEC 44 T4S R1W #MP29 02 44 0 013

Parcel Number: 29 02 44 0 013 113

Last Assessed to: GRACE AND TRUTH CHURCH OF JESUS CHRIST DELIVERANCE

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:

_____

MUNICIPAL ENFORCEMENT DIVISION

December 6, 2023

MOBILE
ALABAMA

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 **Wednesday, December 12, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1501 WELLINGTON STREET.** OWNED BY OR MAY HAVE AN INTEREST**: GRACE AND TRUTH CHURCH OF JESUS CHRIST DELIVERANCE** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 02 44 0 013 113
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

2780 GOVERNMENT BOULEVARD

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	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	08/16/2023	Comments	

Property Score			
Score	58	Score Description	DEMO

REVIEW COMMITTEE

SECURE ☒

DEMOLITION ☒

APPROVAL DATE 8/16/23

NUISA CE ABATEMENT INSPECTION CH KLIST

MEO: M. Davis **Date:** 10/13/2023

Property Address: 1501 Wellington Street (Building in Right of Way) **District No:** 1

☒1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☒3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☐6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☒14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.


DEC 04 2023


DEC 04 2023


DEC 04 2023


DEC 04 2023


DEC 04 2023

Affidavit of Mailed Notice

November 6, 2023

State of Alabama
County of Mobile

Subject Property – 1501 Wellington Street.

My name and official title is Gary Jackson, Municipal Enforcement Deputy Director, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **38** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,
Municipal Enforcement Deputy Director

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Grace and Truth Church of Jesus Christ Deliverance
Richard H. Jones, III
1556 Greenwillow Drive
Conley, GA 30288-1941

October 24, 2023

RE: **1501 Wellington Street**
Project Number: ME-071-23

Dear Richard H. Jones, III:

On October 13, 2023 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1501 Wellington Street.

I. **PROPERTY** The legal description of the Property is as follows:

BEG AT NE COR LOT 20 ACRES HGTS NO 2 MBK 125 P 88 THEN RUN W IN A DIS OF 100 FT TO A A PT TH RUN S A DIS OF 40 FT TO A PT TH RUN E 100 FT TH RUN N 40 FT TO TH POB SD LAND BEG TH PT OF LAND CONV TO GRANTOR BY VIRGINIA MADISON RPBK 1557 PG 455 #SEC 44 T4S R1W #MP29 02 44 0 013

Parcel Number: 29 02 44 0 013 113

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:** (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 **December 8, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **December 8, 2023,** provide the Code Official with a work plan to accomplish the repairs by **December 8, 2023,** 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 **December 8, 2023,** 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 December 12, 2023 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished/removal of debris

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

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Lorraine R. Thomas
3005 W. Main Street
Mobile, AL 36612-1841

October 24, 2023

RE: **1501 Wellington Street**
Project Number: ME-071-23

Dear Lorraine R. Thomas:

On October 13, 2023 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1501 Wellington Street.

I. **PROPERTY** The legal description of the Property is as follows:

BEG AT NE COR LOT 20 ACRES HGTS NO 2 MBK 125 P 88 THEN RUN W IN A DIS OF 100 FT TO A A PT TH RUN S A DIS OF 40 FT TO A PT TH RUN E 100 FT TH RUN N 40 FT TO TH POB SD LAND BEG TH PT OF LAND CONV TO GRANTOR BY VIRGINIA MADISON RPBK 1557 PG 455 #SEC 44 T4S R1W #MP29 02 44 0 013

Parcel Number: 29 02 44 0 013 113

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:** (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 **December 8, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **December 8, 2023,** provide the Code Official with a work plan to accomplish the repairs by **December 8, 2023,** 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 **December 8, 2023,** 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 December 12, 2023 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished/removal of debris

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

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Betty Jean Douglas
1426 Jessie Street
Mobile, AL 36617-1915

October 24, 2023

RE: **1501 Wellington Street**
Project Number: ME-071-23

Dear Betty Jean Douglas:

On October 13, 2023 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1501 Wellington Street.

I. **PROPERTY** The legal description of the Property is as follows:

BEG AT NE COR LOT 20 ACRES HGTS NO 2 MBK 125 P 88 THEN RUN W IN A DIS OF 100 FT TO A A PT TH RUN S A DIS OF 40 FT TO A PT TH RUN E 100 FT TH RUN N 40 FT TO TH POB SD LAND BEG TH PT OF LAND CONV TO GRANTOR BY VIRGINIA MADISON RPBK 1557 PG 455 #SEC 44 T4S R1W #MP29 02 44 0 013

Parcel Number: 29 02 44 0 013 113

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:** (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 **December 8, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **December 8, 2023,** provide the Code Official with a work plan to accomplish the repairs by **December 8, 2023,** 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 **December 8, 2023,** 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 December 12, 2023 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished/removal of debris

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: 1501 Wellington Street Date: September 11, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: August 25, 2023

Per the Title Report, the owner is: Grace and Truth Church of Jesus Christ Deliverance

NOTES: Alabama Secretary of State incorporated Grace and Truth Church in 1979. The members listed are Aldonia McMillian (DOD 2/4/2001), Richard H Jones III, Helen M Dowell (Deceased per granddaughter – No DOD given), Lee Edna Buford (Deceased no DOD), Helen Burton (DOD 2/26/1996), Steven Prince(DOD 2/26/1996), Steve Buford (Deceased no DOD). I spoke to Jacqueline Banks, daughter of Helen Dowell @ 251-459-9491. She said all the people listed as incorporators are deceased. She doesn't want the church or want to have anything to do with the property. I could not locate any case numbers on probate for any of the incorporators. Per David Daughenbaugh by phone on 9/11/2023, he would like me to also include the adjacent properties, key 664524, 663758 and 664962 because they may have interest in the property due to possible vacation. Real Estate does not have a vacation on file.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Richard H Jones, III 1556 Greenwillow Dr Conley GA 30288-1941	Incorporator of Grace and Truth Church Phone number 404-931-7632 Phone number 404-228-4251
2	Henry Clay McMillian 6935 Overlook Rd Apt 3C Mobile AL 36618-2302	Son of Aldonia McMillian
3	Marvin B McMillian 1855 Saint Stephens Rd Mobile AL 36617-6085	Son of Aldonia McMillian
4	Jeffery G McMillian 3950 Natural Bridge Ave Saint Louis MO 36610-0133	Son of Aldonia McMillian

5	Camilla McMillian 3058 Alston Dr Mobile AL 36605-4000	Daughter of Aldonia McMillian
6	Sheila McMilliam Murphy 1763 Old Canal St Apt 5B Mobile AL 36605-5801	Daughter of Aldonia McMillian
7	Jeffery G McMillian 3950 Natural Bridge Ave Unit B St Louis MO 63107-2004	Son of Aldonia McMillian
8	Christina Nelson 70 Bermuda Way Covington GA 30016-7666	Daughter of Lee Edna and Steve Buford
9	Michael Anthony Buford 5880 Buford Ln Eight Mile AL 36613-8430	Son of Lee Edna and Steve Buford
10	Charles Patrick Buford Sr 5860 Buford Ln Eight Mile AL 36613-8430	Son of Lee Edna and Steve Buford
11	Lee P Buford Jr 1001 Las Palmas Entrada Ave Apt 2125 Henderson NV 89012-4495	Son of Lee Edna and Steve Buford
12	Mark Anthony Buford 4400 Woodruff Dr Eight Mile AL 36613-2934	Son of Lee Edna and Steve Buford
13	Emma Lee Overton 1628 Phillips Ln Mobile AL 36618-1836	Daughter of Steve Prince
14	Tamara Martin 5087 Fair Oak Dr E Mobile AL 36619-1570	Daughter of Steven Prince

15 Darren E Morrissette
9713 Brooklyns Way S
Semmes AL 36575-6276

Son of Helen Morrissette Dowell

16 Betty J Fantroy
2001 Holleman Cir S
Mobile AL 36618-1452

Owner of adjacent property located at 1426 Jessie St – Key number 664962
Phone number 251-345-8014

17 Lorraine R Thomas
5343 Rodgers Rd
Eight Mile AL 36613-9167

Owner of adjacent property located on Jessie St – Key number 664524
Phone number 251-300-7274

18 Roosevelt and Carolyn Lewis
6026 Forest Grove Dr
Montgomery AL 36117-2539

Owner of adjacent property located at 1501 McCants Ave – Key number 663758
Phone number 334-260-8958

TAX STATUS: Non-Profit/Religious Exemption

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

NUISANCE ABATEMENT WORKSHEET

RE: **Wellington Street** Date: October 19, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: September 28, 2023

Per the Title Report, the owners are: Betty Jordan Fantroy(78 Years old)by Statutory Warranty Deed and Lorraine R.Thomas (67 years old) by Quit Claim Deed

Notes: Betty Fantroy Quit Claimed property to daughter Lorraine Thomas 4/29/2014.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Lorraine R. Thomas 5343 Rodgers Rd Eight Mile AL 36613-9167	Key number 664524 – no physical address for the vacant land listed on tax assessor's website. Revenue Commission mailing address Listed on Tax record since 2013 Phone number 251-300-7274 Good through 8/2023 Phone number 251-345-8014 Good through 10/2023
2	Lorraine R. Thomas 3005 W Main St Mobile AL 36612-1841	Secondary known address good through 2022
3	Lorraine R. Thomas 1424 Jessie St Mobile AL 36617-1915	Third known address good through 2022
4	Lorraine R. Thomas 722 Albert St Mobile AL 36610-4372	Fourth known address good through 2022
5	Lorraine R. Thomas 2001 Holleman Cir S Mobile AL 36618-1452	Fifth known address good through 9/2018

6	Betty Jordan Fantroy 2001 Holleman Cir S Mobile AL 36618-1452	Owner/Known address good from May 1997 through Oct 2023 Phone number 251-345-8014 good through 10/17/2023
7	Betty Jordan Fantroy 1426 Jessie St Mobile AL 36617-1915	Secondary known address good from 1960 to 2018
8	Betty Jordan Fantroy 5343 Rodgers Rd Eight Mile AL 36613-9167	Third known address good 1/2007 – 12/2019

TAX STATUS: 2022 PAID CURRENT – 2023 Due by 12/31/2023

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

NUISANCE ABATEMENT WORKSHEET

RE: 1426 Jessie Street Date: November 2, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: September 29, 2023

Per the Title Report, the owner is: Betty Jean Douglas (78 years old) aka Betty Jordan Fantroy

Notes: She is also owner along with her daughter Lorraine R. Thomas of property located on Wellington Street – See Nuisance Abatement Worksheet dated October 19, 2023

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Betty Jean Douglas 2001 Holleman Cir S Mobile AL 36618-1452	Owner/Revenue Commission address listed on tax record since 2008 Phone number 251-345-8014 good through 10/17/2023
2	Betty Jean Douglas 5343 Rodgers Rd Eight Mile AL 36613-9167	Known address good 1/2007-12/2019
3	Betty Jean Douglas 1426 Jessie St Mobile AL 36617-1915	Subject Address known good from 1960 to 2018

TAX STATUS: 2022 PAID CURRENT – 2023 Due by 12/31/2023

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

NUISANCE ABATEMENT WORKSHEET

RE: 1501 McCants Avenue Date: October 19, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: September 29, 2023

Per the Title Report, the owners are: Roosevelt J Lewis Jr & Carolyn D Lewis

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Roosevelt J Lewis Jr & Carolyn D Lewis 6026 Forest Grove Dr Montgomery AL 36117-2539	Owners/Revenue Commission address Phone number 334-260-8958 Good to 10/2023 Phone number 334-322-4476 Good to 1/1/2022
2	Roosevelt J Lewis Jr & Carolyn D Lewis 15360 Clark Rd Coden AL 36523-3206	Owners/address good to 9/2023
3	Roosevelt J Lewis Jr & Carolyn D Lewis 601 Festival PL Montgomery AL 36117-1719	Owners/address good to 10/2023
4	Roosevelt J Lewis Jr & Carolyn D Lewis 2317 Green St Mobile AL 36610-3504	Owners/address good to 2022
5	Roosevelt J Lewis Jr & Carolyn D Lewis 860 Center St Mobile AL 36610-3303	Owners/address good to 2022
6	Roosevelt J Lewis Jr & Carolyn D Lewis 2216 Green St Mobile AL 36610-3510	Owners/address good to 2022

7	Melissa Lewis 629 McKewin Ave Baltimore MD 21218-2543	Paid 2012 Taxes/daughter of owners Phone number 410-271-4587 Good through 8/2023 Phone number 510-250-9580 Good through 10/23 Address good through 7/2023
8	Melissa Lewis 405 S Chapel St Baltimore MD 21231-2517	Paid 2012 Taxes/daughter of owners Address good through 5/2019
8	Melissa Lewis 414 E 15th St Apt 1 Oakland CA 94606-2357	Paid 2012 Taxes/daughter of owners Address good through 11/2018
8	Owner 1501 McCants Ave Mobile AL 36617	Subject Address

TAX STATUS: Sold to State 2013 Tax Sale

9	State of AL Dept. of Revenue Collections Service Dept. P.O. Box 327820 Montgomery, AL 36132	2013 Tax Sale Parcel 2902440013036 – Key number 663758

Parties with recorded liens per Title Report:

Weed Lien filed by the City of Mobile against Roosevelt J Lewis in RP 5733 P 780, recorded on 2/25/2005

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Submitted by:

Gary Jackson, Municipal Enforcement Deputy Director

Sponsored by:

Councilmember Joel Daves - District 5

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition/Securing

Amount of Contract:

N/A

Effective Date of Contract:

12/12/2023

Funding Source

Project # 2780 Government Boulevard - ME-070-23 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 2780 Government Boulevard	Cover Memo	12/6/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	12/6/2023 - 12:07 PM
City Clerk	Gauthier, Lana	Approved	12/6/2023 - 4:24 PM

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 **2780 GOVERNMENT BOULEVARD** 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, 5, 7 and 8;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2780 GOVERNMENT BOULEVARD** described as:

1/5 INT IN FOLL DESC PPTY THAT CERTAIN PAR OF LAND DE SC AS FOLL BEG AT SE COR OF SEC 30 T4S R1W ST STEPHENS MERIDIAN TH S 8 DEG 42 MIN W 653.24 FT TH N 00 DEG 29 MIN W 253.56 FT TH SLY 28 DEG 11 MIN W 22.14 FT TO POB TH CONT SLY DEG 11 MIN W 237 FT TH NLY 89 DEG 46 MIN W 25.69 FT TH NLY 00 DEG 29 MIN W 238 FT TH SLY 78 DEG 12 MIN E TO POB 1/5 INT IN EACH OF THE FOLL ANNE F BURGESS JUDY F MCMICHAEL MARILYN F HOLLADAY GERALD C FARNELL #SEC 51 T4S R1W #MP29 09 51 0 003

Parcel Number: 29 09 51 0 003 011.10

Last Assessed to: FARNELL DANIEL R C/O ANDREA NICHOLAS

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished/secured*** 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:

_____

MUNICIPAL ENFORCEMENT DIVISION

December 6, 2023

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 **Wednesday, December 12, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2780 GOVERNMENT BOULEVARD.** OWNED BY OR MAY HAVE AN INTEREST**: FARNELL DANIEL R C/O ANDREA NICHOLAS** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 09 51 0 003 011.10
COUNCIL DISTRICT 5 – JOEL DAVES
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

1501 WELLINGTON STREET

Property Details			
Parcel Key		Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	08/24/2023	Comments	BLDG IN ROW

Property Score			
Score	58	Score Description	DEMO

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 8/24/23

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 10/12/2023

Property Address: 2780 Government Street **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.


DIXIE
Treats
DEC 04 2013


DEC 04 2021


Fr en
Treats


DEC 04 2023


NOTICE
DEC 04 2023


DEC 04 2023


DEC 04 2023


DEC 04 2023


WORLD FAMOUS
DRIVE-THRU
Fr en
Treats
DEC 04 2023


NOTICE
REC 04 2023

Affidavit of Mailed Notice

November 6, 2023

State of Alabama
County of Mobile

Subject Property – 2780 Government Boulevard.

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 **12** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,
Municipal Enforcement Deputy Director

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Amy Gail Russell
5616 Cottage Hill Road
Mobile, AL 36609-4211

October 24, 2023

RE: **2780 Government Boulevard**
Project Number: ME-070-23

Dear Amy Gail Russell:

On October 12, 2023 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 2780 Government Boulevard.

I. **PROPERTY** The legal description of the Property is as follows:

1/5 INT IN FOLL DESC PPTY THAT CERTAIN PAR OF LAND DE SC AS FOLL BEG AT SE COR OF SEC 30 T4S R1W ST STEPHENS MERIDIAN TH S 8 DEG 42 MIN W 653.24 FT TH N 00 DEG 29 MIN W 253.56 FT TH SLY 28 DEG 11 MIN W 22.14 FT TO POB TH CONT SLY DEG 11 MIN W 237 FT TH NLY 89 DEG 46 MIN W 25.69 FT TH NLY 00 DEG 29 MIN W 238 FT TH SLY 78 DEG 12 MIN E TO POB 1/5 INT IN EACH OF THE FOLL ANNE F BURGESS JUDY F MCMICHAEL MARILYN F HOLLADAY GERALD C FARNELL #SEC 51 T4S R1W #MP29 09 51 0 003

Parcel Number: 29 09 51 0 003 011.10

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:** (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 **December 8, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **December 8, 2023,** provide the Code Official with a work plan to accomplish the repairs by **December 8, 2023,** 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 **December 8, 2023,** 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 December 12, 2023 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished/removal of debris

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: **2780 Government Blvd** Date: September 7, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: August 30, 2023

Per the Title Report, the owner is: **1/5th interest** - Ernest E. Burgess (DOD 3/18/2015) and Amy Gail Burgess, **1/5th interest** - Judy R McMichael Living Trust, **1/5th interest** - Heirs at law and next of kin of Daniel Reese Farnell (DOD 12/31/2012) namely, Carolyn Williamson Farnell, Cynthia Carolyn Farnell, Evelyn Farnell Jackson (DOD 4/29/2022) and Andrea Farnell Nicolas. **1/5th interest** – Angela Geneva Holladay, **Leasehold Interest** – Kingdon of Faith Inc., **1/5th interest** – Kingdom of Faith ALDCM **(Tax Deed on this parcel was issued to Phillip M. Russell in 2019).**

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Amy Gail Russell 5616 Cottage Hill Rd Mobile AL 36609-4211	1/5th interest Owner Phone number 205-516-9113
2	Judy McMichael 9885 Scott Dairy Loop Rd S Mobile AL 36695-8249	1/5th interest owner Phone number 251-633-6622 251-478-5047
3	Andrea Farnell Nicholas 330 Holland Creek Ct Powder Springs GA 30127-6304	Heir of deceased 1/5th interest deceased owner Daniel Farnell Phone number 404-409-5707 Phone number 404-409-5706
4	Carolyn Farnell 330 Holland Creek Ct Powder Springs GA 30127-6304	Heir of deceased 1/5th interest owner Daniel Farnell
5	Cynthia Farnell 1396 Sargent Ave SE Atlanta GA 30316-3466	Heir and wife of deceased 1/5th interest deceased owner Daniel Farnell

6	Angela Geneva Holladay 9851 Scott Dairy Loop Rd S Mobile AL 36695-8249	1/5th interest owner Phone number 251-660-2695 Phone number 251-633-7401 Phone number 251-478-5047
7	Colin Roy Jackon 542 Wedgewood Dr Oxford MS 38655-5414	Husband of Evelyn Jackson (daughter of 1/5th interest deceased owner Daniel Farnell) Phone number 662-801-8667
8	Kingdom of Faith PO Box 66358 Mobile AL 36660-1358	Leasehold owner of building and 1/5 interest of parcel purchased by Phillip M Russell through Tax Deed. Phone number 251-379-4531
9	Arthur Holmes Sr 1851 Canal St Mobile AL 36606-4341	Registered Agent of Kingdom of Faith Church Phone number 251-379-3912 Phone number 251-648-1473
10	Jonas Gregg Dillard 1576 Robert E Lee St Mobile AL 36605-4906	Incorporator of Kingdom of Faith Church Phone number 251-458-8632 Phone number 251-473-7970
11	Owner 2780 Government Blvd Mobile AL 36606-2606	Subject Address

TAX STATUS: ALL 1/5TH INTEREST ARE CURRENT EXCEPT LISTED BELOW

Phillip M Russell 5616 Cottage Hill Rd Mobile AL 36609-4211	Tax Deed 6454-C – instrument number 2020069919, recorded 11/13/2020 Phone number 205-516-9113

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	12/6/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/6/2023 - 1:54 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **56 BRUCEWOOD DRIVE, EAST**

Sponsored by: Councilmember Cory Penn

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **56 Brucewood Drive, East** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **56 Brucewood Drive, East** to be **$3,700.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **$3,700.00** shall constitute a special assessment against the property at structure **56 Brucewood Drive, East** and being that property more particularly described as follows:

LOT 28 BRUCEWOOD SUB MBK 9 P 486 #SEC 35 T3S R2W #MP23 07 35 1 000

Parcel No.: **23 07 35 1 000 037.XXX**

Owner: **NILES GEORGE E**
4178 BRUNSWICK DR E
EIGHT MILE AL 36613-3946

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolition*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____
Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **December 12, 2023**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **56 Brucewood Drive, East**, for the proposed amount of **$3,700.00**.

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert
City Clerk

October 4, 2023

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-132-22	**56 Brucewood Dr. E**

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 28 BRUCEWOOD SUB MBK 9 P 486 #SEC 35 T3S R2W #MP23 07 35 1 000

Parcel Number: **23 07 35 1 000 037.XXX**
Amount: ~~**$3,500.00**~~ $3,700.00
Assessed: NILES GEORGE E
4178 BRUNSWICK DR E
EIGHT MILE AL 36613-3946

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, Councilmember Cory Penn, file copy

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	12/6/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/6/2023 - 1:58 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **1704 BUTLER STREET**

Sponsored by: Councilmember Cory Penn

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **1704 Butler Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **1704 Butler Street** to be **$5,800.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and, in all respects, should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **$5,800.00** shall constitute a special assessment against the property at structure **1704 Butler Street** and being that property more particularly described as follows:

LOTS 2O 21 & 24 BLK 4 LINCOLN PK SUB MBK 4/260 #SEC 44 T7S R3W #MP29 02 44 0 012 033

Parcel No.: **29 02 44 0 012 079.xxx**

Owner: **GAMBLE SADIE C/O MARSHEAE CRUM**
552 N GRAND VIEW TRL
MAYLENE AL 35114-6051

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolition*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **December 12, 2023**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **1704 Butler Street**, for the proposed amount of **$5,800.00**.

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert

Lisa C. Lambert
City Clerk

October 4, 2023

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-136-22	**1704 Butler Street**

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOTS 2O 21 & 24 BLK 4 LINCOLN PK SUB MBK 4/260 #SEC 44 T7S R3W #MP29 02 44 0 012

Parcel Number: **29 02 44 0 012 079.XXX**
Amount: ~~**$ 5,600.00**~~ $5,800.00
Assessed: GAMBLE SADIE C/O MARSHEAE CRUM
552 N GRANDE VIEW TRL
MAYLENE AL 35114-6051

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, Councilmember Cory Penn, file copy

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	12/6/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/6/2023 - 2:02 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **1017 DONALD STREET**

Sponsored by: Councilmember Cory Penn

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **1017 Donald Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **1017 Donald Street** to be **$4,200.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and, in all respects, should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **$4,200.00** shall constitute a special assessment against the property at structure **1017 Donald Street** and being that property more particularly described as follows:

LOT 11 E 1/2 OF LOT 12 ADAMS ADD TO TOULMINVILLE MBK 3 PG 343 #SEC 44 T4S R1W #MP29 02 44 0 014

Parcel No.: **29 02 44 0 014 535.xxx**

Owner: **GARMON JAMES E**
1017 DONALD ST
MOBILE AL 36617

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolition*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____
Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **December 12, 2023**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **1017 DONALD STREET**, for the proposed amount of **$4,200.00**.

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert
City Clerk

October 4, 2023

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-143-22	**1017 Donald Street**

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 11 E 1/2 OF LOT 12 ADAMS ADD TO TOULMINVILLE MBK 3 PG 343 #SEC 44 T4S R1W #MP29 02 44 0 014

Parcel Number: **29 02 44 0 014 535.XXX**
Amount: ~~**$ 4,000.00**~~ $4,200.00
Assessed: GARMON JAMES E
1017 DONALD ST
MOBILE AL 36617

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, Councilmember Cory Penn, file copy

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	12/6/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/6/2023 - 2:07 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **1815 PLEASANT AVENUE**

Sponsored by: Councilmember Cory Penn

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **1815 Pleasant Avenue** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **1815 Pleasant Avenue** to be **$3,000.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and, in all respects, should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **$3,000.00** shall constitute a special assessment against the property at structure **1815 Pleasant Avenue** and being that property more particularly described as follows:

BEG 255 FT SWLY ALG SE/S PL EASANT AVE FROM ITS INTERSE CTION WITH SW/S ST STEPHENS RD TH SELY ALG NE BDRY OF JONES TRT DBK 151 PG 47 89 FT-S- TO S BDRY SD TRT TH SWLY ALG S BDRY 86 FT TH NW LY & PAR WITH N BDRY OF JON ES TRT 100 FT-S-M/L TO SE/ S PLEASANT AVE TH NELY ALG SD SE/S 84 FT TO POB BEG PART OF GRT SEC 44 #SEC 44 T4S R1W #MP29 02 44 0 033

Parcel No.: **29 02 44 0 033 105.xxx**

Owner: **HOLDER MARY & JAMES C/O NAOMI WILLIAMS**
1815 PLEASANT AVE
MOBILE AL 36617

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolition*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____
Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **December 12, 2023**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **1815 PLEASANT AVENUE**, for the proposed amount of **$3,000.00**.

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert

Lisa C. Lambert
City Clerk

September 29, 2023

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-067-22	**1815 Pleasant Avenue**

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: BEG 255 FT SWLY ALG SE/S PL EASANT AVE FROM ITS INTERSE CTION WITH SW/S ST STEPHENS RD TH SELY ALG NE BDRY OF JONES TRT DBK 151 PG 47 89 FT-S- TO S BDRY SD TRT TH SWLY ALG S BDRY 86 FT TH NW LY & PAR WITH N BDRY OF JON ES TRT 100 FT-S- M/L TO SE/ S PLEASANT AVE TH NELY ALG SD SE/S 84 FT TO POB BEG PART OF GRT SEC 44 #SEC 44 T4S R1W #MP29 02 44 0 033

Parcel Number: **29 02 44 0 033 105.XXX**
Amount: ~~**$ 2,800.00**~~ $3,000.00
Assessed: HOLDER MARY & JAMES C/O NAOMI WILLIAMS
1815 PLEASANT AVE
MOBILE AL 36617

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Councilmember Cory Penn, file copy

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	12/6/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/6/2023 - 1:48 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **2658 REAVES STREET**

Sponsored by: Councilmember Cory Penn

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **2658 Reaves Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **2658 Reaves Street** to be **$3,200.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and, in all respects, should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **$3,200.00** shall constitute a special assessment against the property at structure **2658 Reaves Street** and being that property more particularly described as follows:

LOT 33 DIV B OF MILLVILLE TRT DBK 121 N S P 512 #SEC 23 T4S R1W #MP29 07 23 0 002

Parcel No.: **29 07 23 0 002 185.xxx**

Owner: **BUSH LAURA & ERNEST C/O JOSEPH C DAVIS**
1253 PECAN ST
MOBILE AL 36603-5726

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolition*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **December 12, 2023**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **2658 REAVES STREET**, for the proposed amount of **$3,200.00**.

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert

Lisa C. Lambert
City Clerk

September 29, 2023

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-038-22	**2658 Reaves Street**

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 33 DIV B OF MILLVILLE TRT DBK 121 N S P 512 #SEC 23 T4S R1W #MP29 07 23 0 002

Parcel Number: **29 07 23 0 002 185.XXX**
Amount: ~~**$ 3,000.00**~~ $3,200.00
Assessed: BUSH LAURA & ERNEST C/O JOSEPH C DAVIS
1253 PECAN ST
MOBILE AL 36603-5726

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Councilmember Cory Penn, file copy

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	12/6/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/6/2023 - 2:12 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **1408 LINWOOD DRIVE**

Sponsored by: Councilmember C. J. Small

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **1408 Linwood Drive** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **1408 Linwood Drive** to be **$4,850.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and, in all respects, should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **$4,850.00** shall constitute a special assessment against the property at structure **1408 Linwood Drive** and being that property more particularly described as follows:

LOT 41 BLK 5 BROOKLEY HGTS 1ST SECTOR MBK 3 P 677-680 #SEC 52 T5S R1W #MP32 01 52 0 005

Parcel No.: **32 01 52 0 005 135.xxx**

Owner: **REED KARL A & DEDRA**
7174 WYNNRDIGE DR
MOBILE AL 36695

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolition*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **December 12, 2023**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **1408 LINWOOD DRIVE**, for the proposed amount of **$4,850.00**.

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert

Lisa C. Lambert
City Clerk

September 18, 2023

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-115-22	**1408 Linwood Drive**

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 41 BLK 5 BROOKLEY HGTS 1ST SECTOR MBK 3 P 677-680 #SEC 52 T5S R1W #MP32 01 52 0 005

Parcel Number: **32 01 52 0 005 135.XXX**
Amount: ~~**$ 4,650.00**~~ $4,850.00
Assessed: REED KARL A & DEDRA
7174 WYNNRIDGE DR
MOBILE AL 36695

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, City Council Member, C. J. Small, David Daughenbaugh, file copy

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	12/6/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/6/2023 - 2:18 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **919 NELLIE STREET**

Sponsored by: Councilmember C. J. Small

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **919 Nellie Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **919 Nellie Street** to be **$2,700.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and, in all respects, should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **$2,700.00** shall constitute a special assessment against the property at structure **919 Nellie Street** and being that property more particularly described as follows:

LOT 36 BLK 2 ARLINGTON TERR ACE MBK 156 P 256 #SEC 36 T4S R1W #MP29 11 36 0 002

Parcel No.: **29 11 36 0 002 113.xxx**

Owner: **DUVAL @ BROAD LLC**
157 N CONCEPTION ST
MOBILE AL 36603

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolition*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **December 12, 2023**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **919 NELLIE STREET**, for the proposed amount of **$2,700.00**.

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert

City Clerk

September 29, 2023

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-101-22	**919 Nellie Street**

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 36 BLK 2 ARLINGTON TERR ACE MBK 156 P 256 #SEC 36 T4S R1W #MP29 11 36 0 002

Parcel Number: **29 11 36 0 002 113.XXX**
Amount: ~~**$ 2,500.00**~~ $2,700.00
Assessed: DUVAL @ BROAD LLC
157 N CONCEPTION ST
MOBILE AL 36603-.

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Councilmember C. J. Small, file copy

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	12/6/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/6/2023 - 2:50 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **1417 TAMPA DRIVE**

Sponsored by: Councilmember C. J. Small

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **1417 Tampa Drive** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **1417 Tampa Drive** to be **$2,550.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and, in all respects, should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **$2,550.00** shall constitute a special assessment against the property at structure **1417 Tampa Drive** and being that property more particularly described as follows:

LOT 8 BLK C OF CEDAR POINT ROAD ESTINC MBK 8 P 68 #SEC 40 T4S R1W #MP32 08 40 0 001

Parcel No.: **32 08 40 0 001 094.xxx**

Owner: **RAMOS HOSANNA**
PO BOX 7483
HILTON HEAD SC 29938-7483

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolition*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____
Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **December 12, 2023**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **1417 TAMPA DRIVE**, for the proposed amount of **$2,550.00**.

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert
City Clerk

September 29, 2023

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-150-21	**1417 Tampa Drive**

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 8 BLK C OF CEDAR POINT ROAD ESTINC MBK 8 P 68 #SEC 40 T4S R1W #MP32 08 40 0 001

Parcel Number: **32 08 40 0 001 094.XXX**
Amount: ~~**$ 2,350.00**~~ $2,150.00
Assessed: RAMOS HOSANNA
PO BOX 7483
HILTON HEAD SC 29938-7483

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Councilmember C. J. Small, file copy

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Submitted by:

Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:

Council District 1	Cory Penn	9 Cases
Council District 2	William Carroll	5 Cases
Council District 3	C J Small	2 Cases
Council District 4	Ben Reynolds	1 Case
Council District 5	Joel Daves	0 Cases
Council District 6	Josh Woods	0 Cases
Council District 7	Gina Gregory	0 Cases

Purpose and Scope of Project:

Assess Cost for Repeat Weed Lien Group 66

Effective Date of Contract:

12/12/2023

Funding Source

Project # Repeat Weed Lien Group 66 **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Assess Cost for Repeat Weed Lien Group 66	Backup Material	12/7/2023
resolution	Cover Memo	12/7/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal			12/7/2023 - 3:37

Enforcement	Gauthier, Lana	Approved	PM

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

M E M O R A N D U M

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **December 6, 2023**

SUBJECT: **Repeat Weed Lien Invoices G-66**

Attached, please find invoices for completed Repeat Weed Lien Group Number(s) **66.** Please place these on the City Council's Agenda for **December 12, 2023.**

If you have any questions, please do not hesitate to contact Shelia Dean at 208-1528. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite,

	REPEAT WEED LIEN							
	GROUP 66						Res. No.	
8/14/2023	1st REPEAT WEED LIEN LETTERS SENT						11-058	
12/12/2023	REPEAT WEED LIEN LOTS TO BE ASSESSED FOR COST							
			Old SRO	New	Initial	Times	Amount	CBD
Item No.	Address	Dis	Case #	Case #		cut within	Assessed	CBO
1	410 Driver St	1		28334	9/20/2022	1	$ 50.00	CBO
2	2909 Frederick St	1		28336	1/26/2021	1	$ 275.00	
3	1011 Jessie St	1		28337	1/26/2021	1	$ 50.00	CBO
4	416 Driver St	1		28338	10/13/2020	3	$ 50.00	CBO
5	0 Harper St	1		28339	9/20/2022	1	$ 275.00	
	Par No. (29 02 44 012 035.XXX)							
6	2801 Carter Ave	1		28340	9/28/2021	1	$ 275.00	
7	1258 Mobile St	1		28341	9/20/2022	1	$ 50.00	CBO
8	1211 Jessie St	1		28342	2/816/2021	1	$ 313.20	
9	331 Smith St	1		28343	8/31/2021	2	$ 50.00	CBO
10	0 Brussells St	2	27219	28344	8/1/2023	1	$ 730.00	
	Par No. (29 10 28 4 002 058.01X)							
11	1154 Ghent St	2	27236	28345	11/29/2022	1	$ 275.00	
12	624 Mohawk St	5		28346	10/4/2022	1	$ 50.00	CBO
13	1416 Old Shell Road	2	22274	28347	2/9/2021	1	$ 520.00	
14	161 Kennedy St	2	27306	28348	11/15/2022	1	$ 401.08	
15	904 S Warren St	3	27942	28349	2/9/2021	1	$ 50.00	CBO
16	1754 Dr MLK Jr Ave	2	26691	28350	10/13/2020	3	$ 482.00	
17	806 Chin St	2	26529	28352	6/7/2022	1	$ 50.00	CBO
18	2351 Howell Ave	5	27285	28353	8/16/2022	1	$ 679.40	
19	1057 Sutton Ave	5	31865	28354	8/30/2022	1	$ 625.00	
20	3066 Bay Crescent Dr	3	26847	28356	9/20/2022	1	$ 50.00	CBO
	Total						$ 5,300.68	

District total for this group	
1	9
2	6
3	2
4	0
5	3
6	0
7	0
	20

Numbers of lots cut	
1	4
2	5
3	0
4	0
5	2
6	0
7	0
	11

*CBO Cut By Owner

*N/A Taken out by Inspector

*ADD Added in from other Groups

Gary Jackson 12/7/23

Marchetta Davis 12-7-23

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
December 6, 2023

Lot Owner: **JONES LIZA MAE**

Address: **6725 ZIEGLER BLVD APT #5**

City, State, Zip: **MOBILE, AL 36608**

Repeat Group Number: **66** Item # **1**

Lot Description: **COMG AT INTERSECT OF N R/W LINE OF LAXTON ST & E R/W LINE OF DRIVER ST THEN RUN N-LY ALG E R/W LINE OF DRIVER ST 80.00 FT TO PT OF BEG THEN CONT NLY ALG E R/W LINE OF DRIVER ST 40.00 FT THEN ON DEFL ANG OF 88 DEG 51 MIN TO RT RUN ELY & PAR WITH LAXTON ST 120.00 FT THEN ON AN INT ANG OF 88 DEG 51 MIN RUN S-LY & PAR WITH DRIVER ST 40.00 FT THEN ON INT ANG OF 91 DEG 09 MIN RUN W-LY & PAR WITH LAXTON ST 120.00 FT TO BEG ALSO KNOWN AS 410 DRIVER ST PT LOTS 50-51-52 & 19 #SEC 42 T4S R1W #MP29 07 42 0 004 (29 07 42 0 004 152.XXX)**
410 DRIVER ST

Nuisance Date: 8/14/2023

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	4,800	0	$	125.0000	$	-
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Sheila Dean
SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
December 6, 2023

Lot Owner: **KINGSIZE ENTERPRISES INC**

Address: **1853 ROSEWOOD RD**

City, State, Zip: **DECATUR, GA 30032-7014**

Repeat Group Number: **66** Item # **2**

Lot Description: **LOT 21 BLK K NEESES ADD TO CRICHTON MBK 4 PG 168 #SEC 18 T4S R1W #MP29 08 18 1 002 (29 08 18 1 002 053.XXX) 2909 FREDRICK ST**

Nuisance Date: 8/14/2023

Date lot was cut: 11/29/2023 Contractor: Mr. Issac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,738	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**275.00**

Shelia Dean
SECRETARY

Markettae Jante
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
December 6, 2023

Lot Owner: **KING MARY D, A LIFE ESTATE**

% THEODORE WILLIAMS

Address: **1011 JESSIE ST**

City, State, Zip: **MOBILE, AL 36617**

Repeat Group Number: **66** Item # **3**

Lot Description: **LOT 11 BLK 1 MECHEM & SAGE 2ND SUBDIV OF LAFARGUE TRT DBK 121 N S P 511 #SEC 44 T4S R1W #MP29 02 44 0 013 (29 02 44 0 013 553.001) 1011 JESSIE ST**

Nuisance Date: 8/14/2023

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,679	0	$	125.0000	$	-
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
December 6, 2023

Lot Owner: **ALABAMA DEPT. OF REVENUE**
ATTN: SHELLY TICE
PROPERTY TAX DIVISION

Address: **P. O. BOX 327210**

City, State, Zip: **MONTGOMERY, AL 36132-7210**

Repeat Group Number: Item # **4**

Lot Description: **COMMENCING AT THE SOUTHEAST CORNER OF ANDREWS AND DRIVER STREET THEN RUN SOUTHERLY ALONG THE EAST LINE OF DRIVER STREET 170 FT(S) TO THE POINT OF BEGINNING. RUN EASTERLY 120 FT THEN SOUTHERLY 61 FT THEN WESTERLY 120 FT THEN NORTHERLY 61 FT TO THE POINT OF BEGINNING. (29 07 42 0 004 154.01X) 416 DRIVER ST**

Nuisance Date: 8/14/2023

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,635	0	$	125.0000	$	-
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelia Dean
SECRETARY
Marchetta Smith
INSPECTOR
SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
December 6, 2023

Lot Owner: **SMITH CORA**

Address: **4508 ATLANTIC AVE STE A PMB 447**

City, State, Zip: **LONG BEACH, CA 90807**

Repeat Group Number: **66** Item # **5**

Lot Description: **LOT 212 BLK D TRINITY GAR 1ST ADD ACC TO PLAT OF SD SUB REC IN MBK 3 P 332 #SEC 44 T4S R1W #MP29 02 44 0 012 (29 02 44 0 012 035.XXX) 0 HARPER AVE**

Nuisance Date: 8/14/2023

Date lot was cut: 11/29/2023 Contractor: Mr. Issac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,080	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	275.00

Sheila Dean
SECRETARY

Harchette Davis
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
December 6, 2023

Lot Owner: **BILLBERRY BARBARA, CHARLOTTE MUHAMMAD,**
CHARMAYNE PARKER & FRANCES PARKER

Address: **16551 WOODBRIER DR**

City, State, Zip: **WHITTIER ,CA 90604**

Repeat Group Number: **66** Item # **6**

Lot Description: **LOT 3 OF GARDEN OF TRINITY MBK 22 P 63 #SEC 44 T4S R1W #MP29 02 44 0 012 (29 02 44 0 012 062.01X) 2801 CARTER AVE**

Nuisance Date: 8/14/2023

Date lot was cut: 11/29/2023 Contractor: Mr. Issac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,169	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**275.00**

Sheila Dean
SECRETARY

Marchetta Tate
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
December 6, 2023

Lot Owner: **ALABAMA DEPT. OF REVENUE**
ATTN: SHELLY TICE
PROPERTY TAX DIVISION

Address: **P. O. BOX 327210**

City, State, Zip: **MONTGOMERY, AL 36132-7210**

Repeat Group Number: Item # **7**

Lot Description: **LOT 29 BLK 9 MECHEM & SAGE 2ND ADD TO LAFARGUE PL DBK 121/511 #SEC 44 T4S R1W #MP29 02 44 0 013 (29 02 44 0 013 347.XXX) 1258 MOBILE ST**

Nuisance Date: 8/14/2023

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	6,000	0	$	125.0000	$	-
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
					$	**50.00**

Sheila Pecor
SECRETARY
Marchetta Davis
INSPECTOR
Amy Locke
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
December 6, 2023

Lot Owner: **EVANS BAMMA**

Address: **9801 WESTIN DR**

City, State, Zip: **AMARILLO, TX 79119-1496**

Repeat Group Number: **66** Item # **8**

Lot Description: **LOTS 26 & 27 BLK 2 MECHEM & SAGES 2ND SUB OF LAFARGUE TRT DBK 121 PG 511 #SEC 44 T4S R1W #MP29 02 44 0 013 (29 02 44 0 013 263.XXX) 1211 JESSIE ST**

Nuisance Date: 8/14/2023

Date lot was cut: 11/29/2023 Contractor: Mr. Issac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		11,936	$	0.0125	$	149.20
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	2	$	7.00	$	14.00
		Total Project Cost:			$	313.20

Sheila Dean
SECRETARY

Marchett Ford
INSPECTOR

Gary Lowe
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
December 6, 2023

Lot Owner: **LEONARD GEORGE E JR**

AS TRUSTEE OF THE ROBERT JR & CLEO WEEKS

Address: **1126 E 90TH ST**

City, State, Zip: **LOS ANGELES, CA 90002-7710**

Repeat Group Number: **66** Item # **9**

Lot Description: **LOT 33 OF PPTY FORMERLY OF THOMAS H SMITH LOC IN W 1/2 OF NW 1/4 OF SEC 18 T4S R1W DBK 156 N S PGS 404-7 SD LOT BEING SITUATED ON W/S OF JASPER ST S OF MOFFAT RD #SEC 18 T4S R1W #MP29 08 18 2 001 (29 08 18 2 001 064.XXX) 331 SMITH ST**

Nuisance Date: 8/14/2023

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	6,188	0	$	125.0000	$	-
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Sheila Dean
SECRETARY

Marchell Dent
INSPECTOR

Tony Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
December 6, 2023

Lot Owner: **JOHNSON REGINA**

C/O NETTIE JOHNSON

Address: **1341 E 84TH ST**

City, State, Zip: **CLEVELAND, OH 44103-2945**

Repeat Group Number: **66** Item # **10**

Lot Description: **BEG SW CORNER BRUSSELL ST & SLIGO ST TH S 36.5 FT TH W 120 FT TH N 36.5 FT TH E 120 FT TO POB BEG PART OF LOT 3-5 BLK 18 TOULMIN TRT #SEC 28 T4S R1W #MP29 10 28 4 002 (29 10 28 4 002 058.01X) 0 BRUSSELLS ST**

Nuisance Date: 8/14/2023

Date lot was cut: 11/29/2023 Contractor: Mr. Issac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	4,304	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	65	$	7.00	$	455.00
		Total Project Cost:			$	730.00

Sheila Deaver
SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
December 6, 2023

Lot Owner: **NICHOLS NELLIE**

Address: **1154 GHENT ST**

City, State, Zip: **MOBILE, AL 36605**

Repeat Group Number: **66** Item # **11**

Lot Description: **LOT 22 BLK 14 SHANNONS 3RD ADD MBK 3 P 42 #SEC 28 T4S R1W #MP29 10 28 4 003 (29 10 28 4 003 013.XXX) 1154 GHENT ST**

Nuisance Date: 8/14/2023

Date lot was cut: 11/29/2023 Contractor: Mr. Issac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,600	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	275.00

Sheila Dean
SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
December 6, 2023

Lot Owner: **PAGE ONE PROTECTION LLC**

Address: **663 JOHN ST NW**

City, State, Zip: **ATLANTA, GA 30318-8511**

Repeat Group Number: **66** Item # **12**

Lot Description: **LOT 13 BLK 5 BON AIR ESTS MBK 156/374-77 #SEC 29 T4S R1W #MP29 09 29 1 003 (29 09 29 1 003 012.XXX) 624 MOHAWK ST**

Nuisance Date: 8/14/2023

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,408	0	$	125.0000	$	-
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelia Dear
SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
December 6, 2023

Lot Owner: **OLIVER ROBERT SR**

C/O IRENE CANNON

Address: **1907 VIA IMMACULATA**

City, State, Zip: **MOBILE, AL 36605**

Repeat Group Number: **66** Item # **13**

Lot Description: **COMG NE COR OLD SHELL RD & LAFAYETTE ST TH ELY 51 FT- S TO BEG TH CONT ELY 51 FT- S- TH NLY 129 FT-S- TH WLY 50 FT-S- TH SLY 129 FT-S- TO POB BEING PT GRT SEC 25 T4S R1W #SEC 25 T4S R1W #MP29 07 25 0 006 (29 07 25 0 006 019.XXX) 1416 OLD SHELL RD**

Nuisance Date: 8/14/2023

Date lot was cut: 11/29/2023 Contractor: Mr. Issac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,132	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	35	$	7.00	$	245.00
		Total Project Cost:			$	520.00

Shelia Dean
SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
December 6, 2023

Lot Owner: **WILLIAMS DEMETRIUS L**

Address: **2607 FARNELL DR**

City, State, Zip: **MOBILE, AL 36605-2784**

Repeat Group Number: **66** Item # **14**

Lot Description: **PT GRT SEC 40 T4S R1W DESC AS COMG SW COR STATE & KENNEDY STS TH WLY 100 FT (S) TO BEG TH SLY 40 FT TH ELY 100 FT TH SLY 50 FT TH WLY 110 FT TH NLY 90 FT TH ELY 10 FT TO POB #SEC 40 T4S R1W #MP29 06 40 0 004 (29 06 40 0 004 616.01X) 161 KENNEDY ST**

Nuisance Date: 8/14/2023

Date lot was cut: 11/29/2023 Contractor: Mr. Issac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		11,686	$	0.0125	$	146.08
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	15	$	7.00	$	105.00
		Total Project Cost:			$	401.08

Sheila Dean
SECRETARY

Machetta Jackson
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
December 6, 2023

Lot Owner: **SANCHEZ MABEL VELASQUEZ**

Address: **266 FAIRWAY AVE**

City, State, Zip: **MOBILE, AL 36608**

Repeat Group Number: **66** Item # **15**

Lot Description: **COMMENCING AT THE SOUTHWEST CORNER OF WARREN AND NORTH CAROLINA STREETS THEN RUN SOUTH ALONG THE WEST LINE OF SAID WARREN STREET 100 FT TO THE POINT OF BEGINNING. CONTINUE SOUTH 50 FT THEN WEST 125 FT THEN NORTH 50 FT THEN EAST 125 FT TO THE POINT OF BEGINNING (29 10 37 0 003 013.XXX) 904 S WARREN ST**

Nuisance Date: 8/14/2023

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,082	0	$	125.0000	$	-
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Sheleia Dean
SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
December 6, 2023

Lot Owner: **WRIGHT EARNEST & GENNIVE**

Address: **P. O. BOX 7202**

City, State, Zip: **MOBILE, AL 36670**

Repeat Group Number: **66** Item # **16**

Lot Description: **BEG AT NE COR OF OAK DR & STONE ST F/K/A DAVIS AVE & RUN THEN NLY & ALG E/L OF OAK DR DIS OF 143 FT TO SW COR OF LOT 1 BLK 2 OAK DR CT MBK 4 P 486 THEN RUN S 37 DEG 06 MIN E & ALG S/L OF SAID LOT 1 DIS OF 61.25 FT TO PT THEN RUN SLY DIS OF 146 FT TO N R/W OF STONE ST THEN RUN WLY & ALG N R/W OF STONE ST DIS OF 61.3 FT TO PT OF BEG #SEC 44 T4S R1W #MP29 02 44 0 030 (29 02 44 0 030 004.03X) 1754 DR MLK JR AVE/1754 STONE ST**

Nuisance Date: 8/14/2023

Date lot was cut: 11/29/2023 Contractor: Mr. Issac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,996	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	3	$	100.00	$	300.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	7.00
		Total Project Cost:			$	482.00

Sheila Dean
SECRETARY

Marchette Jones
INSPECTOR

Gary Parker
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
December 6, 2023

Lot Owner: **WATSON TED & IDA M**

Address: **806 CHIN ST**

City, State, Zip: **MOBILE, AL 36610-4171**

Repeat Group Number: **66** Item # **17**

Lot Description: **LOTS 13, 14 BLK 5 WEST HIGHLANDS SUBDIV DBK 156 N S P 478 #SEC 44 T4S R1W #MP29 02 44 0 004 (29 02 44 0 004 218.XXX) 806 CHIN ST**

Nuisance Date: 8/14/2023

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,334	0	$	125.0000	$	-
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Sheila Dean
SECRETARY

Marchette Ford
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
December 6, 2023

Lot Owner: **RUBI MARIA S OR WILSON**
MANUEL MIJANGO BAUTISIA
Address: **6721 HIGHMONT DR**
City, State, Zip: **THEODORE, AL 36582**
Repeat Group Number: **66** Item # **18**

Lot Description: **LOT 4 BLK A OF CESSNA PL SUB MBK 5/521 #SEC 51 T4S R1W #MP29 09 51 0 001 (29 09 51 0 001 020.XXX) 2351 HOWELL AVE**

Nuisance Date: 8/14/2023
Date lot was cut: 11/29/2023 Contractor: Mr. Issac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		12,432	$	0.0125	$	**155.40**
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		8	$	3.00	$	**24.00**
Debris Removal	Cubic Yard	50	$	7.00	$	**350.00**
		Total Project Cost:			$	**679.40**

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
December 6, 2023

Lot Owner: **LANE DARLENE A**

Address: **1663 HILLCREST RD APT 328**

City, State, Zip: **MOBILE, AL 36695**

Repeat Group Number: **66** Item # **19**

Lot Description: **BEG ON S/S SUTTON ST 50 FT E OF SE COR OF SUTTON ST & C ST TH S 83 FT E ALG S/S OF SUTTON ST 50 FT TO PT TH S 26 DEG W 148 FT TH N 83 DEG W & PAR WITH SUTTON ST 50 FT TO PT DIS OF 50 FT E OF C ST TH N 26 DEG E & PAR WITH C ST 148 FT TO S/S OF SUTTON ST LESS THAT PT TAKEN BY I-10 R/W BEING THAT PT LOT 9 GEO L CHAMBERS TRT DBK 344 P 358 LYING N OF I-10 #SEC 36 T4S R1W #MP29 11 36 0 003 (29 11 36 0 003 042.XXX) 1057 SUTTON AVE**

Nuisance Date: 8/14/2023

Date lot was cut: 11/29/2023 Contractor: Mr. Issac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	8,643	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	50	$	7.00	$	350.00
		Total Project Cost:			$	625.00

Sheila Dean
SECRETARY

Marchelle Ford
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
December 6, 2023

Lot Owner: **PCD PROPERTIES LLC**

C/O TIM SMITH

Address: **P. O. BOX 1232**

City, State, Zip: **HURLEY, MS 39555-1232**

Repeat Group Number: **66** Item # **20**

Lot Description: **THAT CERTAIN PCL OF LAND BDED BY LINE BEG AT NE COR OF LOT 32 IN BLK 4 OF RESUB OF BAY DIV OF SHORE ACRES DBK 156/510 TH RUN WLY ALG N/L OF SD LOT DIS OF 160 FT TO PT WHICH IS NW COR OF SD TH RUN SLY ALG W/L OF SD LOT DIS OF 60 FT TO PT TH RUN ELY DIS OF 151.5 FT M/L TO PT ON E/L OF SD LOT WHICH PT IS DIS OF LOT 60 FT S OF NE COR OF SD LOT TH RUN NLY ALG E/L OF SD LOT DIS OF 60 FT TO POB #SEC 40 T5S R1W #MP32 05 40 0 001 (32 05 40 0 001 024.XXX) 3066 BAY CRESCENT DR**

Nuisance Date: 8/14/2023

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	9,740	0	$	125.0000	$	-
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

CLERK

INSPECTOR

SUPERVISOR

RESOLUTION ASSESSING THE COST OF REMOVAL OF NOXIOUS OR DANGEROUS WEEDS IN FRONT OF OR ON CERTAIN PARCELS OF LAND IN THE CITY OF MOBILE, ALABAMA.

WHEREAS, an itemized report in writing has been made to the City Council of Mobile, showing the costs of removing noxious or dangerous weeds on or in front of the hereinafter described parcels of land, a copy of such report having first been posted on the Council Chamber door more than three days prior to the meeting at which the report was received, and the City Council having heard the report, together with any objections which may have been raised by any of the property owners liable to be assessed for the work of culling such weeds, and the City Council being of the opinion that such report in all respects be confirmed.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF MOBILE as follows:

Section 1. The amount set opposite each described parcel of real property contained in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as **Repeat Weed Lien Group 66** shall constitute special assessments against such respective parcels of land; and each such parcel of land is hereby assessed with the amount set opposite its description; and the assessment hereby, made and confirmed shall constitute a lien on and against each such respective parcel of land for the amount of each respective assessment so made; and the report made to this body of the costs of removing the noxious or dangerous weeds on or in front of the respective parcels of land is hereby in all respects confirmed.

Section 2. It is directed that a copy of this resolution be delivered to the Tax Collector of the City of Mobile, and it shall be his duty to add the amounts of the above respective assessments to the next regular bills for ad valorem taxes levied against the said respective lots and parcels of land for municipal purposes, and such amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedure on foreclosure and sale as in the case of delinquency as provided for ordinary ad valorem taxes.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Submitted by:

James A. DeLapp, Executive Director of Public Works

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Recognizing employee of the month for December, Joseph Alexander in Public Works at Large.

Funding Source

Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department	Reviewer	Action	Date
Build Mobile	Gauthier, Lana	Approved	12/6/2023 - 3:47 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Submitted by:

Director of Parks and Recreation Kim Carmody

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Recognizing employee of the month for December, LaDarrel Bell, with the Seniors and Therapeutics Division of the Parks and Recreation Department.

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
LaDarrel Bell - MPRD December 2023 Employee of the Month Resolution	Cover Memo	11/22/2023

REVIEWERS:

Department	Reviewer	Action	Date
Parks and Recreation	Gauthier, Lana	Approved	12/6/2023 - 3:37 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City Supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 to the following employee:

- **Date December 12, 2023 – Name: LaDarrel Bell (Employee #16173) Parks & Recreation (Seniors & Therapeutics Division)**

This employee is to be commended for her exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember Cory Penn

Purpose and Scope of Project:

Funds will be used to assist with the purchase of uniforms for the Trinity Gardens Falcons basketball team

Amount of Contract:

$500.00

Funding Source

Project # DSC-01/10041020-42080 **Discretionary Funds** DSC-01

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	12/7/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	12/7/2023 - 1:12 PM

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Cory Penn

WHEREAS, Councilmember Penn wishes to appropriate **$500.00** to Bay Area Women Coalition, Inc., from his discretionary funds; and

WHEREAS, Bay Area Women Coalition, 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 Bay Area Women Coalition, Inc., will be used to assist with the purchase of uniforms for the Trinity Gardens Falcons basketball team, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **$500.00** to Bay Area Women Coalition, Inc., for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Submitted by:
Donna Bryars, Comptroller

Sponsored by:
Councilmember Cory Penn

Purpose and Scope of Project:
Funds will be used to assist with the Rattler Chorus traveling to Carnegie Hall.

Amount of Contract:
$500.00

Funding Source

Project # DSC-01/10041020-42080 **Discretionary Funds** DSC-01

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - JOHN L. LEFLORE MAGNET HIGH SCHOOL	Cover Memo	12/7/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	12/7/2023 - 1:27 PM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Cory Penn

WHEREAS, Councilmember Penn wishes to appropriate **$500.00** to John L. LeFlore Magnet High School, from his discretionary funds; and

WHEREAS, John L. LeFlore Magnet High 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 L. LeFlore Magnet High School will be used to assist with the Rattler Chorus traveling to Carnegie Hall, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **$500.00** to John L. LeFlore Magnet High School for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember Cory Penn

Purpose and Scope of Project:

Funds will be used to assist with the monthly food program that serves 125-130 low-income families living with food insecurities

Amount of Contract:

$1,500

Funding Source

Project # DSC-01/10041020-42080 **Discretionary Funds** DSC-01

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	12/6/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	12/6/2023 - 3:34 PM

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Cory Penn

WHEREAS, Councilmember Penn wishes to appropriate **$1,500.00** to the Senior Citizens Services, Inc. dba Via Health, Fitness and Enrichment Center, from his discretionary funds; and

WHEREAS, Senior Citizens Services, Inc. dba 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 the Senior Citizens Services, Inc. dba Via Health, Fitness and Enrichment Center, will be used to assist with the monthly food program that serves 125-130 low-income families living with food insecurities, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **$1,500.00** to Senior Citizens Services, Inc. dba Via Health, Fitness and Enrichment Center, Incorporated for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Submitted by:
Donna Bryars, Comptroller

Sponsored by:
Councilmember William Carroll

Purpose and Scope of Project:
Funds will be used to assist with programs focused on arts education and advocacy efforts.

Amount of Contract:
$500.00

Funding Source

Project # DSC-02/10041020-42200 **Discretionary Funds** DSC-02

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - MOBILE ARTS COUNCIL	Cover Memo	12/7/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	12/7/2023 - 2:03 PM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember William Carroll

WHEREAS, Councilmember Carroll wishes to appropriate $500.00, to Mobile Arts Council, Inc., from his discretionary funds; and

WHEREAS, Mobile Arts Council, 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 Mobile Arts Council, Inc., will be used to assist with programs focused on arts education and advocacy efforts, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of $500.00 to Mobile Arts Council, Inc., for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Submitted by:

DONNA BRYARS, COMPTROLLER

Sponsored by:

COUNCILMEMBER JOSH WOODS

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH MAKING AND PRESENTING QUILTS TO VETERANS IN NEED IN THE MOBILE AREA.

Amount of Contract:

$1,250.00

Funding Source

Project # DSC-06/10041020-42080 **Discretionary Funds** DSC-06

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - QUILTS OF VALOR FOUNDATION	Cover Memo	12/6/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	12/6/2023 - 8:50 AM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Josh Woods*

WHEREAS, *Councilmember Woods wishes to appropriate **$1,250.00** to Quilts of Valor Foundation, from their discretionary funds*; and

WHEREAS, *Quilts of Valor Foundation,* is a Delaware non-profit corporation operating in Alabama and providing 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 Quilts of Valor Foundation*, will be used to assist with making and presenting quilts to veterans in need in the Mobile area.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$1,250.00** to Quilts of Valor Foundation, for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Submitted by:

DONNA G. BRYARS, COMPTROLLER

Sponsored by:

MAYOR WILLIAM S. STIMPSON

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIT WITH MOBILE LAW ENFORCEMENT FOUNDATION, INC. ANNUAL LUNCHEON.

Amount of Contract:

$1,500.00

Funding Source

Project # DSC-08/10040580-42080	**Discretionary Funds** DSC-08
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - MOBILE LAW ENFORCEMENT FOUNDATION, INC.	Cover Memo	12/6/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	12/6/2023 - 7:41 AM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Mayor William S. Stimpson*

WHEREAS, *Mayor Stimpson wishes to appropriate **$1,500.00** to Mobile Law Enforcement Foundation, Inc., from their discretionary funds*; and

WHEREAS, *Mobile Law Enforcement Foundation, 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 Mobile Law Enforcement Foundation, Inc*., will be used to assist with its Annual Luncheon.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$1,500.00** to Mobile Law Enforcement Foundation, Inc., for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Submitted by:
Jennifer Greene, Director of Programs and Project Management

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
This Public Works Cooperative Agreement outlines the funding to be contributed to the Innovating St. Louis Street Complete Streets project (RESTORE Bucket 1 grant no. RDCGR010105-01) for repair, replacement and/or rehabilitation of existing water and sewer infrastructure facilities by the Board of Water and Sewer Commissioners. The City of Mobile will award the contract for the project through open and competitive bidding pursuant to 2 CFR Part 200 and Alabama Public Works Law 39-2-1.

Amount of Contract:
$4,2000,000

Effective Date of Contract:
12/19/2023

Funding Source

Project # Innovating St. Louis Street 2018-3005-19 **Discretionary Funds** N/A
Project String G-STLOUIS **Contract Number:**N/A
Budget Amendment **REDUCE** N/A **INCREASE** N/A
Grant Funds N/A **Matching Funds** $0 (no matching funds)

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	12/7/2023
Agreement	Backup Material	12/7/2023

REVIEWERS:

Department Reviewer	Action	Date

Public Works	Greene, Jennifer	Approved	12/7/2023 - 2:02 PM
Accounting	Angle, Laura	Approved	12/7/2023 - 2:33 PM
Legal	Kern, Chris	Approved	12/7/2023 - 2:34 PM
Legal	Kern, Chris	Approved	12/7/2023 - 2:35 PM
Mayors Office	Montgomery, Brandi	Approved	12/7/2023 - 3:03 PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, the Public Works Cooperative Agreement and the Construction Certification between the City of Mobile and the Board of Water and Sewer Commissioners, for the St. Louis Street project, and to perform all acts necessary in connection with the Cooperative Agreement and the Construction Certification, as outlined in the agreements attached hereto and made a part hereof as though set forth in full herein. A copy of said agreements are on file in the office of the City Clerk.

ADOPTED:

_____

CITY CLERK

PUBLIC WORKS COOPERATIVE AGREEMENT BETWEEN THE CITY OF MOBILE AND THE BOARD OF WATER AND SEWER COMMISSIONERS FOR ST. LOUIS STREET PROJECT

This agreement ("Agreement"), effective _____, 2023, is by and between the City of Mobile, Alabama, a municipal corporation of the State of Alabama ("City") and the Board of Water and Sewer Commissioners (the "Utilities Board").

WHEREAS, the City of Mobile ("City") maintains St. Louis Street, a public road in the city limits; and,

WHEREAS, the City created the Water Works Board of the City of Mobile in 1949 pursuant to Tit. 37, Chapter 7, Article 5, Code of Ala. 1940. By ordinance adopted September 18, 1952, pursuant to Acts of Ala. 1951, Act No. 775, the City transferred the water system and sewer system of the City of Mobile to the Utilities Board, which has owned and operated the system continuously thereafter, including the pipes and other underground facilities that run along, over and under St. Louis Street; and,

WHEREAS, the City received a grant from the Direct Component program established by the RESTORE Act (Public Law No. 112-141), which is administered by the United States Department of the Treasury, and Alabama Department of Conservation and Natural Resources, acting as the Administrative Agent for the Alabama Gulf Coast Recovery Council designated as Grant No. 1 RDCGR010105-01 in the amount of $12,701,989.92 to assist in funding the repair, replacement and/or rehabilitation of existing infrastructure facilities within the St. Louis Street right-of-way, one of the City's original streets listed on the National Register of Historic Places in 2016 as Automobile Alley (the "Project"). The Project includes improvements to water and sewer lines owned by the Utilities Board. The Utilities Board will continue, as it does at present, to own,

operate and maintain Mobile Area Water and Sewer System (MAWSS). The Utilities Board will not use any federal funds for the design and construction of the improvements; and,

WHEREAS, the City will award a contract for the Project ("Project Contract") through open and competitive bidding pursuant to the procurement standards outlined in 2 CFR Part 200 and the Alabama Public Works law, ALA CODE Sections 39-2-1 *et. seq.*, utilizing unit prices. Under the unit price contract, the City will select the low bidder based on estimated quantities multiplied by unit price cost, and pay the contractor based on the actual quantities used multiplied by the unit price cost; and,

WHEREAS, the Project contract will allow the City as the awarding authority to issue change orders to respond to unanticipated conditions while ensuring fair and reasonable prices; and,

WHEREAS, the Utilities Board provided the City plans prepared by Volkert, Inc. for the water and sewer line improvements to be included in the Project scope of work; and,

WHEREAS, the City and the Utilities Board have mutually determined that it will benefit both parties and the public interest for the City to include work on the Utilities Board water and sewer lines in its public works contract for the Project and for the Utilities Board to pay the City for its part of the work;

NOW, THEREFORE, the parties do hereby agree to enter a Public Works Cooperative Agreement between the City of Mobile and the Utilities Board for St. Louis Street Project, as follows:

1. The City will competitively bid the resurfacing and restoration of St. Louis Street (the Project) in accordance with the procurement standards outlined in 2 CFR Part 200 and the Alabama Public Works law, Code of Ala. (1975) Sections 39-2-1, et seq. The Project includes work on the Utilities Board water and sewer system, as designed for the Utilities Board by Volkert, Inc. and described in Volkert's plans as (the Utilities Board Work).

2. The City will award a unit price contract to the lowest responsive and responsible bidder. The bid specifications will include the units and estimated quantities prepared by Volkert for the Utilities Board work.

the Utilities Board estimated cost for the Project is $4,200,000, which will be paid to the City immediately following the award of the contract. If the contract is awarded before January 1, 2024, payment in the amount of $3,000,000 is due as an initial payment, and the balance is due by February 1, 2024. If the contract is awarded after January 1, 2024, the Utilities Board will pay for the work in one lump sum.

3. The cost of the Utilities Board work is based on unit prices multiplied by the estimated quantities. If the actual quantities differ from the estimates, the Utilities Board's cost will be adjusted to equal the unit prices multiplied by the actual quantities used. Following final payment to the contractor, the Utilities Board will pay the City the balance due for underestimated quantities and the City will refund the Utilities Board all overpayments for overestimated quantities.

4. The City and the Utilities Board will each designate a person to act as its representative on the Project. The designees will have authority to transmit instructions, receive information and interpret and define policies and decisions regarding the Project.

5. The Utilities Board and its engineers will furnish the contractor on the Project all applicable information and technical data in its possession or control reasonably requested for the proper performance of the work. During construction, the Utilities Board and its engineers will have access to the Project to inspect the Utilities Board's work.

6. Upon completion of the Project, the City will provide the Utilities Board as-built drawings, warranty information, and any other information required for the maintenance of the Utilities Board work.

7. The Utilities Board may request modifications or changes in the Utilities Board Work as described in the Volkert plans. All change orders affecting the Utilities Board work will be by written Change Order in the form of Attachment B, incorporated by reference, and executed by both parties. The Utilities Board Project cost will be adjusted up or down based on changes in the work.

8. Neither party shall be responsible for a delay in its performance of the Project, other than a delay in payment for work already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes, war, terrorism, riots, strikes, lockouts or other industrial disturbances, acts of governmental agencies or other events beyond the reasonable control of the claiming party.

9. The City will require its contractor to name the Utilities Board as an additional insured on its policies of insurance required by the contract documents and will furnish the Utilities

Board copies of bonds, insurance certificates and declaration sheets evidencing contractor's coverage during the term of the Project contract.

11 SURVIVAL OF CONTRACT TERMINATION

The Articles relating to Indemnification, Governing Law and Venue shall survive completion of the Services, payment in full of the Compensation and termination of this Agreement.

12 MISCELLANEOUS

12.1 Governing Law. The validity, construction and performance of this Agreement and all disputes between the parties arising out of this Agreement or as to any matters related to but not covered by this Agreement shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the State of Alabama.

12.2 Assignment. Neither this Agreement nor any rights under this Agreement may be assigned by any party, without the prior written consent of the other party.

12.3 Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

12.4 Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the parties any right or remedy under or by reason of this Agreement.

12.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

12.6 Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

12.7 Venue, Jurisdiction and Process. The parties agree that any suit, claim, or other action or proceeding relating to or arising out of this Agreement or any Change Order, including without limitation for the interpretation, performance, enforcement or breach of this Agreement or any Change Order, shall be instituted only in the State or Federal Court for Mobile County, Alabama, and each party irrevocably submits to the jurisdiction of such proceeding and waives any and all objections to jurisdiction or venue that it may have under the laws of any state or otherwise in such proceeding.

12.8 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

12.9 Compliance with Alabama Immigration Law. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

12.10 Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Consultant and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

12.11 **By signing this contract, the Utilities Board represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.**

12.12 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

12.13 Conflict of Provisions. The City will meet its obligations under this cooperative agreement in compliance with terms and conditions of the Direct Component grant RDCGR010105-01.

CITY OF MOBILE

By:_____

William S. Stimpson

Mayor

Signature

ATTEST:

By: _____

City Clerk

Date

BOARD OF WATER AND SEWER COMMISSIONERS

By: _____

As its: Director

Name (Printed or Typed)

Bud McCrory
Director

Date

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned authority in and for said county in said state, hereby certify that Bud McCrory, whose name as Director of BOARD OF WATER AND SEWER COMMISSIONERS, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing instrument, he (she) in his (her) capacity as such officer, with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

GIVEN under my hand and official seal of office this the 6 day of December, 2023

(SEAL)

Notary Public
My Commission Expires:

ANITA L DIONNE
My Commission Expires
July 9, 2025

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Attachment A

CHANGE ORDER

Contract No. _____
Change Order No. _____
Effective Date _____

In accordance with Article 7 of the Public Works Cooperative Agreement between the City of Mobile and the Utilities Board dated _____, 20__ ("Agreement") between the City of Mobile ("City") _____ ("Consultant"), this Change Order modifies the Task Order for Project _____ (Project #) of _____ (Owner), as follows:

1. Change in Work, including change, if any, in Deliverables:

_____
_____
_____
_____
_____.

2. Change in schedule of Work (attach schedule if appropriate):

_____
_____.

3. Change in Contractor's Compensation:

_____
_____.

All other terms and conditions remain unchanged.

OWNER **NON-OWNER**

_____ _____

Signature Signature

_____ _____

Name (Printed or Typed)

_____

Date

Name (Printed or Typed)

_____

Date

CONSTRUCTION CERTIFICATION

Project Name:	MIP Activity #12: Innovating St. Louis Street: Mobile's Technology Center (hereinafter, the "Project")
Grant No./FAIN:	1 RDCGR010105-01 ("Grant")
Recipient:	Alabama Department of Conservation and Natural Resources ("ADCNR")
Subrecipient:	City of Mobile ("City")
Owner:	Board of Water and Sewer Commissioners (the "Utilities Board")

ADCNR is the Recipient of a grant from the Direct Component program established by the RESTORE Act. Alabama's Multiyear Implementation Plan was accepted on November 19, 2018, by the United States Department of the Treasury ("Treasury"). The Project is included on the Plan as Activity #12 and received funding on February 25, 2020 as Grant No. RDCGR010105-01-00. The Project scope of work includes the repair, replacement and/or rehabilitation of existing infrastructure facilities within the St. Louis Street right-of-way belonging to the City and Utilities Board, respectively. Pursuant to the Grant, the City will utilize $9,124,505 in Direct Component grant funds to carry out the Project. The Utilities Board will contribute $4,200,000 in local funds to be utilized by the City in carrying out the Project.

The Mobile Area Water and Sewer System (the "MAWSS"), comprised of the finished water-supply and the sanitary-sewer systems, is publicly owned and is operated by the Utilities Board. By ordinance adopted September 18, 1952, pursuant to Acts of Ala. 1951, Act No. 775, the City created the Utilities Board and transferred to it the City's water and sanitary sewer system subject to certain conditions. The Utilities Board has owned and operated the City's water and sewer system continuously thereafter, and no conveyance is necessary.

In order to carry out the Project properly, effectively, and efficiently from inception through its conclusion, the City and the Utilities Board have mutually determined that it will benefit both parties and the public interest for the City to include work on MAWSS's water and sewer lines in its public works contract for the Project and for the Utilities Board to pay the City for its part of the work.

As a condition of receiving funding for the Project, the City as subrecipient and the Utilities Board as owner and operator of the City's water and sewer system agree to adhere to:

(1) The *RESTORE Act Financial Assistance Standard Terms and Conditions, and Program-Specific Terms and Conditions; including*
(2) the *Assurances – Construction Program*; and
(3) the *Special Award Condition 2*,

regarding all the real property required for the Project, encompassing, without limitation, the rights-of-way, easements, and publicly owned property identified in the supporting real property documentation (together, the "Property"). The City recognizes and acknowledges that it cannot allow the transfer, nullification, or voidance of the terms, conditions, and assurances that it has agreed to in its role as Subrecipient. Collectively, these foundational safeguards ensure that the City and the Utility Board acknowledge the federal interest in the project and will continuously protect the federal interest throughout the useful life of the project. For purposes of this Certification, "useful life" means the period during which the Project is

expected to be usable for the purpose it was implemented, which has been determined to be fifty (50) years from the date of completion of construction.

The City further acknowledges its responsibility to ADCNR for ensuring that the Project is fully performed, including construction and post-award operations and maintenance that may be undertaken by the Utility Board as a Project partner.

Following the conclusion of construction of the Property, the Utilities Board will continue to own and maintain the Property in trust for the public in order to carry out the public purposes of the Project throughout its useful life. This obligation is memorialized in the *Covenant of Purpose, Use, and Ownership* executed by the City as Sub-recipient on May 25, 2021. As the Owner of the water and sewer facilities, the Utilities Board herein certifies that it will not sell, transfer, lease, convey, encumber, or mortgage any interest in the Property without express prior written approval from ADCNR, the Treasury, and any other necessary party. The Utilities Board commits to only using the Property for the purposes of the Project throughout its useful life, unless it first obtains the requisite approvals from ADCNR, the Treasury, and any other necessary parties.

Furthermore, the Utilities Board hereby represents, warrants, covenants, and certifies that, in consideration of the substantial improvements the Project enables it to make to its water system, it will continuously and throughout the useful life of the Project:

(1) Hold its ownership in the Property in trust to carry out the public purposes of the Project;

(2) Maintain the Property in good working order; and

(3) Operate the Property in an efficient manner.

In dutifully discharging the obligations delineated above as a prudent owner would do, the Utilities Board further agrees to make all the necessary and proper repairs, replacements, updates, and improvements to the Property throughout the useful life of the Project.

The terms, conditions, and assurances of this Certification shall remain in full force and effect throughout the useful life of the Project as expressly agreed upon by the following parties:

_____ Date: 12/6/23

Authorized Official

Board of Water and Sewer Commissioners

By its: Director

_____ Date: _____

Authorized Official

City of Mobile
William S. Stimpson
By its: Mayor
Attest:

City Clerk

_____ Date:_____

_____ Date:_____

Authorized Official

Alabama Department of Conservation and Natural Resources

By its:_____

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AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Project Development Agreement by and between the City of Mobile, Mobile County, the Industrial Park Board of Mobile County, and Scannell Properties, LLC and to perform all acts necessary in connection with the Project Development Agreement

Amount of Contract:

NTE $2M

Effective Date of Contract:

12/19/2023

Funding Source

Project # Resolution for Project Development Agreement

Discretionary Funds n/a

Project String C0007

Contract Number:n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Project Development Agreement	Resolution Letter	12/7/2023
Project Development Agreement	Backup Material	12/7/2023
Capital Contract Summary Sheet	Backup Material	12/7/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	12/7/2023 - 3:11 PM
Legal	Kern, Chris	Approved	12/7/2023 - 3:12 PM
Capital	Rhodes, Brenda	Approved	12/7/2023 - 2:28 PM
Mayors Office	Montgomery, Brandi	Approved	12/7/2023 - 3:31 PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, the Project Development Agreement between the City of Mobile, Mobile County, The Industrial Park Board of Mobile County, and Scannell Properties, LLC, in an amount not to exceed $2,000,000, and to perform all acts necessary in connection with the Project Development Agreement, as outlined in the agreement attached hereto and made a part hereof as though set forth in full herein. A copy of said agreement is on file in the office of the City Clerk.

ADOPTED:

_____

CITY CLERK

PROJECT DEVELOPMENT AGREEMENT

by and among

The City of Mobile,

Mobile County,

The Industrial Park Board of Mobile County,

and

Scannell Properties, LLC

PROJECT DEVELOPMENT AGREEMENT

THIS PROJECT DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of this ___ day of _____, 2023 (the "Effective Date"), by and among the **CITY OF MOBILE**, an Alabama municipal corporation (the "City"), **MOBILE COUNTY**, a body politic and political subdivision of the State of Alabama, by and through the Mobile County Commission, the **INDUSTRIAL PARK BOARD OF MOBILE COUNTY**, an Alabama non-profit corporation established pursuant to Alabama Code § 11-23-1, *et seq*. (the "IPB"), and **SCANNELL PROPERTIES, LLC**, an Indiana limited liability company (the "Company"). The County, the City, the IPB and the Company are each a "Party" to this Agreement and are collectively referred to as the "Parties." The County, the City and the IPB are sometimes referred to herein collectively as the "Governmental Parties."

R E C I T A L S

WHEREAS, the Governmental Parties support and encourage business and economic development in order to grow their tax revenues and increase the quality of life of their citizens; and

WHEREAS, the Company intends to develop a Class I (as defined by the Surface Transportation Board of the United States) rail fed industrial/commercial park and warehousing/distribution center consisting of approximately 558 acres (the "Project") on land located at and/or near the southeast corner of the intersection of Todd Acres Road and Kooiman Road in the City of Mobile, Mobile County, Alabama, said land being depicted on Exhibit A attached hereto (the "Project Site"); and

WHEREAS, the Company will market the Project Site to national, regional, international and other companies (each a "User") to purchase or lease within the Project built-to-suit warehouses and other buildings and operate businesses therefrom. As part of the development of the Project, it is anticipated that the Company (or its affiliates) and/or User(s) will invest substantial capital expenditures in constructing buildings and other improvements within the Project Site; and

WHEREAS, certain access road improvements are required to accommodate additional traffic, truck turning movements, and the reduction of traffic congestion; and

WHEREAS, in order to make the Project an operational and functioning industrial/commercial park for use by commercial entities utilizing rail service, it is necessary to construct additional access road improvements, as described herein, including Section 1b, and depicted on Exhibit B attached hereto (the "Roadway Improvements"), which will be dedicated for public use upon approval and acceptance by the City; and

WHEREAS, the Governmental Parties have determined that (a) the Roadway Improvements will provide valuable public infrastructure upon completion and dedication to the City, (b) that the development of the Project by the Company (i) will advance the economic development of the City and County, (ii) will promote the convenience, order, prosperity, and welfare of their citizens, (iii) is a direct benefit to the City and County and their residents as a result of increased tax revenues, increased property values, and additional economic activity, and the creation of new jobs for employees engaged in the operation of the Users at the Project Site, and (c) thus, the Roadway Improvements are in the best interest of the City and

County and serve a valid and sufficient public purpose; and

WHEREAS, the Parties acknowledge that the citizens of the City and the County anticipate significant economic benefits to accrue to the local economies as a result of the increase in commercial activity at the Project Site; and

WHEREAS, in consideration of the economic impact and other benefits to be received by the City and County and the general public, the Governmental Parties have committed to make certain funding available to reimburse the Company for part of the costs associated with the Roadway Improvements in the manner and in the amounts described herein; and

WHEREAS, the Parties acknowledge that the Company does not yet own the Project Site, but has entered into purchase agreements, including the IPB Purchase Agreement (as defined below) with the current owners of the Project Site whereunder the Company has the right to purchase the Project Site; and

WHEREAS, the Parties are desirous of setting forth the respective commitments of the Parties in a valid, binding, and enforceable agreement, as more fully described herein; and

WHEREAS, pursuant to Amendment No. 772 of the Constitution of Alabama of 1901, as amended, and the applicable laws of the State of Alabama, for the purposes referenced herein, the Parties have delivered this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. **The Company's Commitments, Representations and Warranties.** In consideration of the Governmental Parties providing the incentives described herein, the Company makes the following commitments, covenants, representations and warranties:

   a. The Company acknowledges that the citizens of the City and the County anticipate the receipt of substantial economic benefit to the local economies in return for the investment of public money in the Project. Therefore, the Company agrees to diligently pursue its studies, investigations and marketing of the Project Site, and that the Company shall (i) acquire the Project Site no later than December 31, 2023 (the acquisition date being the "Closing Date" hereunder), and (ii) complete the Roadway Improvements and dedicate them to the City no later than December 31, 2025 (the "Roadway Improvements Completion Date"); provided, the Company shall not be obligated to acquire the Project Site or complete the Roadway Improvements if (a) the Company is unable to secure the necessary permits from the City or any other applicable governmental agency or body for the construction of the Roadway Improvements after good faith commercially reasonable efforts by the Company to obtain such permits, or (b) the Alabama Department of Transportation ("ALDOT") or any other governmental agency or body requires the Company to make improvements to any part of I-10 or Highway 90 (or the on/off ramps

or other parts of the I-10 and Highway 90 interchange) in connection with the Roadway Improvements other than the contemplated improvements at the intersection of the Highway 90 and Kooiman Road.

b. The Company shall be responsible for developing the plans for the construction of the Roadway Improvements. The Roadway Improvements shall be designed in accordance with City's public right-of-way and public roadway requirements unless otherwise agreed or permitted by the City. Prior to commencement of construction and/or installation of the Roadway Improvements, the Company shall submit to the City detailed plans and specifications for the Roadway Improvements for City approval, which approval shall not be unreasonably withheld, and for permitting by the City, showing the final location of the Roadway Improvements. The Company agrees to complete or cause to be completed the following Roadway Improvements in accordance with said approved plans and specifications as set forth on Exhibit B attached hereto and all permits:

c. Within sixty (60) months after the Closing Date, construction of one or more rail-served commercial buildings, with current and active Class 1 (as defined by the Surface Transportation Board of the United States) railroad connection that will be operated/maintained for at least five (5) years from the Effective Date, within Phase I by the Company, its affiliates, one or more tenants and/or one or more buyers of land (collectively, the "Buildings") shall have commenced and be completed, with such Buildings having an aggregate combined total square footage of at least 250,000 square feet, subject to the provisions of Section 3.

d. The Company shall give good faith consideration to City- and County-based contractors and vendors and City and County residents to provide products and services in constructing, equipping, and operating the Project. The Company shall use commercially reasonable efforts to ensure that contractors and vendors selected by the Company for the Project are in good standing, licensed, and qualified to do business in Alabama, all in accordance with Alabama law. Notwithstanding the foregoing, the Parties acknowledge that selection of contractors and vendors for the Project shall be at the sole discretion of the Company.

e. The Company, directly and through its construction manager, shall implement contracting and hiring goals for the Project consistent with the "Mobile First Initiative for the Mobile Area Business Community" attached hereto as Exhibit C (the "Mobile First Initiative"). The Company agrees to provide an annual written update (the "Annual Mobile First Report") to the Mobile Area Chamber of Commerce on its efforts to achieve the goals set forth in the Mobile First Initiative. The Annual Mobile First Report will include any reports as contemplated by the Mobile First Initiative and will be provided within thirty (30) days of the annual anniversary date of this Agreement.

f. The Company acknowledges and agrees that the City and the County, as a matter of public policy, encourage minority-owned and disadvantaged business entity participation to the maximum extent possible. It is the intent of the Company to provide equal access to

minority-owned and/or disadvantaged business entities that desire to provide products and services in constructing, equipping, and operating the Project. The Parties acknowledge that selection of vendors providing products and services for the Project shall be at the sole discretion of the Company.

g. To the extent the Company has employees, the Company shall give good faith consideration for employment at the Project to qualified City and County residents, subject in all cases to the Company's then usual and customary hiring policies. Notwithstanding the foregoing, the Parties acknowledge that selection, hiring, and termination of employees for the Project shall be at the sole discretion of the Company.

h. The Company shall provide adequate funding to acquire the Project Site, to construct the Roadway Improvements, and to construct the Phase I Buildings that are constructed by the Company.

i. The Company is an Indiana limited liability company, and is in good standing, and qualified to do business in Alabama, all in accordance with Alabama law, and shall remain qualified, in good standing, and in compliance with all Alabama laws applicable to its operations at all times that it is in business in the State of Alabama. By signing this Agreement, the Company affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ any unauthorized alien within the State of Alabama. Furthermore, if the Company is found to be in violation of this provision the Company shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

j. The Company shall satisfy its obligations under any other agreement with local government and/or private economic development organizations that it is a party to and relates to the Project.

k. The Company is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order, or judgment.

l. The Company has the legal power and authority to enter into this Agreement and to make the respective commitments made in this Agreement. To the extent that either (i) any authorization, approval, resolution or consent of the Company's board of directors, officers, managers, trustees or any other persons is required under either the Company's organizational and/or governing documents or otherwise is required by law and (ii) any authorization, approval or consent of any governmental authority, body, or agency or third party is required for it to have entered into this Agreement and make the commitments contained in this Agreement, that such authorizations, approvals, and consents have been duly obtained in accordance with applicable law and procedures. Documentation of the foregoing authority and action shall be provided by the Company upon receipt of a request by the City or County. The City and County reserve the right to require an opinion of the Company's legal counsel, accountant or other representatives as to the matters described in this Section 1l.

m. By signing this Agreement, the Company affirms, for the duration of this Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ any unauthorized alien within the State. Furthermore, if the Company is found to be in violation of this provision it shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom. On or before the date the Company hires any employees, the Company shall provide documentation evidencing its participation in the E-Verify program.

n. By signing this Agreement, the Company represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

2. **The IPB's, the County's and the City's Respective Commitments.** In consideration of the Company locating the Project at the Project Site and performing the other obligations of the Company as set out hereunder, and the economic benefit to the local community to be realized therefrom, the Governmental Parties agree as follows:

a. The IPB shall provide a portion of the total cost of the Roadway Improvements, not to exceed Two Million, Five Hundred Thousand US Dollars ($2,500,000), conditioned upon the closing of the purchase and sale pursuant to the IPB Purchase Agreement, to offset expenses incurred in designing, engineering, permitting, conducting studies, surveys and investigations for, developing, acquiring, constructing and/or installing the Roadway Improvements including but not limited to Construction Debt Origination, Interest Rate Carry and Interest Fees applicable to the Roadway Improvements (the "IPB Incentive Payment"), as further provided in Section 3 hereof.

b. The County shall provide a portion of the total cost of the Roadway Improvements, up to Two Million US Dollars ($2,000,000.00), to reimburse the Company for costs, fees and expenses incurred by the Company in designing, engineering, permitting, conducting studies, surveys and investigations for, developing, acquiring, constructing and/or installing the Roadway Improvements, including but not limited to Construction Debt Origination, Interest Rate Carry and Interest Fees applicable to the Roadway Improvements (the "County Incentive Payment"), upon (i) the completion of construction and installation of the Roadway Improvements in accordance with all applicable plans, specifications and permits and dedication of such completed Roadway Improvements to and acceptance thereof by the City (the "Roadway Improvements Completion"), (ii) the issuance of one or more certificates of occupancy for Buildings constructed at the Project Site representing at least 250,000 square feet of rail-served industrial space, and (iii) the certification by the Company that at least fifty (50) Project Employees are employed at the Project (collectively, (i), (ii) and (iii) are referred to as the "Incentives Threshold"). Provided the Company is then in compliance with this Agreement, the County Incentive Payment shall be paid to the Company in full within thirty (30) days upon written application by the Company (in accordance with Section 4 below) after achieving the Incentives Threshold.

c. The City shall accept the dedicated Roadway Improvements if they have been constructed

in accordance with all applicable plans, specifications and permits and the requirements of Section 4 are satisfied. The City shall provide a portion of the total cost of the Roadway Improvements, up to Two Million US Dollars ($2,000,000.00), to reimburse the Company for costs, fees and expenses incurred by the Company in designing, engineering, permitting, conducting studies, surveys and investigations for, developing, acquiring, constructing and/or installing the Roadway Improvements, including but not limited to Construction Debt Origination, Interest Rate Carry and Interest Fees applicable to the Roadway Improvements (the "City Incentive Payment"), upon the Company's achievement of the Incentives Threshold. Provided the Company is then in compliance with this Agreement, the City Incentive Payment shall be paid to the Company in full within thirty (30) days upon written application by the Company (in accordance with Section 4 below) after achieving the Incentives Threshold.

d. The Company shall be responsible for any and all costs of the Roadway Improvements in excess of $6,500,000. Notwithstanding anything contained herein to the contrary, if the total costs of the Roadway Improvements are less than $6,500,000, the City Incentive Payment and the County Incentive Payment shall be reduced pro rata in an aggregate amount equal to the same.

e. The IPB Incentive Payment, the City Incentive Payment and the County Incentive Payment are conditioned upon the following terms: (1) on the Closing Date, the Company shall record in the Office of the Judge of Probate of Mobile County, Alabama a deed restriction in the deed for the land as set forth in the IPB Purchase Agreement providing a conservation easement in a form and substance acceptable to the Governmental Parties relating to 53.15 acres on the coastal wetlands along the southern boundary of the Project Site, depicted on Exhibit D attached hereto and labeled as "Limits of Conservation Land Dedication Total Acreage= 53.15 AC"; and (2) the Company shall provide the funding for and complete the installation of a traffic light signal at the entrance of the Mobile Commerce Park and Rangeline Road subject to the Alabama Department of Transportation and the City's permitting process and the costs associated with such installation of the traffic light signal will be subject to reimbursement from the incentives contained herein.

3. IPB Funds. Within three (3) Business Days after the Closing on the purchase and sale as set forth in that certain Real Estate Purchase Agreement, dated March 10, 2023 between the Company and IPB (the "IPB Purchase Agreement"), IPB shall deposit the IPB Incentive Payment with First American Title Insurance Company, c/o Steven I. Zellinger, 30 North LaSalle Street, Suite 2700, Chicago, Illinois 60602, szellinger@firstam.com, (312) 917-7257 (the "Title Company") to be held by the Title Company and to be disbursed pursuant to an Escrow Agreement in the form and substance attached hereto as Exhibit E.

4. **Recapture of IPB, City and County Incentives.** The Company acknowledges that the incentives offered by the IPB, the City and the County are based, in part, on the estimated economic impact that will be realized from the Company's capital investment in the Project and the additional payroll of the Users and businesses occupying and operating from the Project Site, and that those incentives are justified only if the Company fulfills its commitments as described herein. In consideration thereof, the Company

agrees to the following provisions for recapture by the IPB of the IPB Incentive Payment, by the City of the City Incentive Payment and by the County of the County Incentive Payment that each actually pays to the Company (the "Total Paid Sums"):

a. If construction of the Buildings described in Section 1c above shall not have been completed by the end of the sixtieth (60th) month after the Closing Date, the Company shall be obligated to reimburse the IPB, the City and the County for the Total Paid Sums; PROVIDED, if construction of the Buildings has commenced prior to the end of said 60th month and the square footage upon completion will be at least 250,000 square feet, the Company shall only be required to reimburse to the IPB, the City and County the Applicable Percentage of the Total Paid Sums, if the Buildings (totaling at least 250,000 square feet) are completed within 180 days after the sixtieth (60th) month after the Closing Date, and, if not so completed, the Company shall be obligated to reimburse the IPB, the City and the County an amount equal to the Total Paid Sums. "Applicable Percentage" shall mean that percentage obtained by dividing the Square Footage Shortage by 250,000. "Square Footage Shortage" shall mean 250,000 less the square footage of the Buildings under construction during said 60-month period and completed within 180 days after the sixtieth (60th) month after the Closing Date. For illustration, if the Buildings under construction will contain in the aggregate 250,000 of square footage upon completion, the Square Foot Shortage would be 50,000, the Applicable Percentage would be 16.67% of the Total Paid Sums, and the Company will be required to reimburse the IPB, the City and County 16.67% of the Total Paid Sums. The Company shall be required to reimburse the IPB, the City and County all of the Total Paid Sums if the aggregate square footage of the Buildings under construction and/or constructed in Phase I is less than 200,000 square feet. All reimbursements are to be split pro rata between the IPB, the City and the County.

b. At the end of said 60-month period, the Company shall furnish to each of the IPB, the City and the County a Certificate of Compliance, certified as to the accuracy of the facts stated therein by an executive officer of the Company, certifying that the Company has, or has not, met its obligations in Section 3a above. Either the IPB, the City or the County may require the Company to provide such other documentation which they deem necessary to confirm the Company's certification. Any payment due to either the IPB, the City and/or the County under the provisions of this section shall be paid contemporaneously with delivery of the Certificate of Compliance.

c. The maximum recapture amount under this section to either the IPB, the City or the County shall be the amount of the IPB, the City or the County's respective actual payments to the Company in satisfaction of its obligations hereunder.

d. The right of either the IPB, the City or the County to recapture incentives shall survive the termination of this Agreement.

5. **Disbursements of the County's and City's Contributions.** In addition to the requirements of Section 2(a), all reimbursements by the City and the County to the Company on account of the Roadway Improvements shall be made only in accordance with the following procedure:

a. *Satisfaction of Conditions Precedent.* Payment of the City Incentive Payment and County Incentive Payment shall be by reimbursement to the Company. It shall be the responsibility of the Company to provide to each of the City and the County, at the address stated in the section of this Agreement governing the giving of notices, satisfactory evidence that all of the conditions precedent to such payment as established by the terms of this Agreement have been satisfied.

b. *Request for Reimbursement by the Company*. To request reimbursement for costs incurred for the Roadway Improvements, the Company shall submit to each of the City and County a "Request for Payment." These Requests shall be accompanied by supporting documentation which demonstrates to the satisfaction of each of the City and the County that the expenditures for which reimbursement is sought were incurred only for designing, engineering, permitting, conducting studies, surveys and investigations for, developing, constructing and/or installing the Roadway Improvements, and that such expenditures have not previously been submitted for reimbursement or reimbursed by the IPB.

c. *Certificate of Compliance.* Each Request for Payment shall be accompanied by a Certificate of Compliance, certified as to the accuracy of the facts stated therein by an executive officer of the Company, certifying that the Company did complete the Roadway Improvements and dedicate and/or transfer same to the City in accordance with this Agreement. Either the City or the County may require the Company to provide such other documentation that the City deems necessary to confirm the Company's certifications.

d. *Additional Requirements*. In addition to the requirements of subsections (a), (b) and (c) of this Section 4, the Company must provide to each of the City and the County the following documents or information:

    i. there must be provided a certificate of the Roadway Improvements engineer or other person or persons acceptable to each of the City and the County, certifying that the work, materials, or labor for which Company is requesting reimbursement have been incorporated into, or installed at, or incurred in connection with, the Roadway Improvements, and that they conform to the plans and specifications for the Roadway Improvements as approved by the City;

    ii. a contractor's affidavit and release from all contractors and subcontractors working on the Roadway Improvements, and a release by any other third party, including a contractor, supplier, or any other entity, that may be specified by either the City or the County, of any lien filed by such third party against the Roadway Improvements or the real estate on which same are located;

    iii. updated title work/opinion and other information reasonably required by the City for dedication of the completed Roadway Improvements to the City; and

    iv. prior to the payment obligation of the City Incentive Payment and the County Incentive Payment either (1) a current financial statement of the Company, in form

and substance reasonably acceptable to the City and County, showing that the Company has a net worth at such time of at least [Seven Million Five Hundred Thousand Dollars ($7,500,000), or (2) a guaranty of the Company's reimbursement obligations under this Agreement in form and substance reasonably acceptable to City and County, by a person or entity that provides a current financial statement, in form and substance reasonably acceptable to the City and County, showing that such guarantor has a net worth at such time of at least [Seven Million Five Hundred Thousand Dollars ($7,500,000). If the Company provides the financial statement as provided in this Section 4d.iv, the Company hereby covenants to maintain its current net worth in at least the amount provided in this Section 4d.iv until there are no reimbursement obligations of the Company under Section 3, or the reimbursement obligations have been paid. If a guaranty will instead be delivered as provided in this Section 4d.iv, the guarantor will provide a covenant to maintain its current net worth in at least the amount provided in this Section 4d.iv until there are no reimbursement obligations of the Company under Section 3, or the reimbursement obligations have been paid.

6. **Events of Default.** The occurrence of any one or more of the following events shall constitute an "Event of Default":

a. any representation or warranty by the Company made herein or in connection herewith shall prove to be, or have been, false or misleading in any material respect;

b. any report, certificate, or other instrument furnished by the Company in connection with or pursuant to this Agreement shall prove to be false or misleading in any material respect;

c. default in the payment of any amounts owed under this Agreement, as and when due and payable;

d. failure to comply with any of the terms of this Agreement;

e. the occurrence of any default under, or any default in the due observance or performance of any term, covenants, condition or agreement to be observed or performed pursuant to the provisions of this Agreement;

f. if the Company shall (i) apply for or consent to the appointment of a receiver, trustee or liquidator of its assets, (ii) admit in writing the inability to pay its debts as they mature, (iii) make a general assignment for the benefit of creditors, (iv) be adjudicated as bankrupt or insolvent, or (v) file a voluntary petition in bankruptcy, or a petition or an answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or an answer admitting the material allegations of a petition filed against the Company in any proceeding under any such law or if any action whatsoever shall be taken for the purpose of effecting any of the foregoing;

g. if an order, judgment or decree shall be entered without the application, approval or consent of the Company by any court of competent jurisdiction approving a petition seeking reorganization or liquidation of the Company or of all or any part of the Company's properties or assets or appointing a receiver, trustee or liquidator of the Company;

h. without written consent of the Governmental Parties, a change in control or ownership of the Company, the dissolution of the Company, any member withdraws from the Company, or the termination of the Company's existence;

i. if any action shall be taken or if there shall be any occurrence which could or odes have the effect of terminating, dissolving, or winding-up the business of the Company;

Upon the occurrence, or at any time thereafter during the continuance, of any such Event of Default and after the applicable party(ies) provide(s) prompt notice of said Event of Default to the defaulting party and the defaulting party fails to cure such Event of Default within thirty (30) days of receipt of such notice of said Event of Default (the "Cure Period"), the non-defaulting parties shall be entitled to pursue all remedies at law or in equity for the Event of Default of any term of this Agreement.

7. **Other Commitments.** To further assist the Company in connection with the development of the Project, the City and County further agree as follows:

a. The City and County will each appoint one qualified project coordinator (initially the City Engineer, Tim Amberger, and the County Engineer, Bryan Kegley) to act as their representative in order to assist the Company in connection with the Project and the Roadway Improvements and to help fulfill the responsibilities of the City and County with respect to the Project and Roadway Improvements.

b. To the extent allowed under applicable laws and regulations, an expedited process shall be utilized for the processing of all required permits, licenses, authorizations, and approvals required from local agencies to facilitate and ensure fast track permitting, development, construction and operation of the Project, the Roadway Improvements and the Buildings.

c. The City and the County also commit to supporting an Industrial Access grant application with the Alabama Department of Transportation, subject to a qualified project for the Industrial Access Program.

8. **Grounds for Termination of the Obligations of the IPB, the City and the County.** The obligations of the IPB, the City and the County to the Company respectively hereunder may be terminated at the election of either of such parties upon the occurrence of any of the following events:

a. Failure of the Company to acquire the Project Site within nine (9) months after the date of this Agreement.

b. Failure of the Company to complete the Roadway Improvements within the time periods set forth in Section 1a.

c. The determination by the IPB, the City or County that any material representations made by the Company or its agents to induce the IPB, the City or the County to offer incentives to the Company are not true in any material respect, which has an adverse effect on the IPB, City, County and/or the Project and is not cured by the Company within thirty (30) days after Company's receipt of written notice from the IPB, City or County setting forth the representation(s).

d. Failure of the Company to meet any other commitment or satisfy any other of its obligations that relate to the Project or Roadway Improvements described herein, after the Company is provided with notice of such failure, and such failure is not remedied within fifteen (15) business days of such notice.

9. **Costs and Expenses.** Each Party agrees to pay its own costs and expenses incurred in connection with the proposals, responses, and negotiation of the transactions contemplated herein, including all costs and expenses incurred in connection with the preparation of any studies or reports, surveys, or approvals for this Agreement or otherwise.

10. **Assignment.** This Agreement is not assignable without the prior written consent of the Parties, except that the Company shall have the right at any time to assign all its rights and obligations in and to the Project and to transfer this Agreement or any part thereof to any affiliate of the Company that agrees to assume the assigned obligations of the Company under this Agreement; and if so assigned, the Company shall continue to be responsible for the performance of the obligations of the Company under this Agreement unless specifically excused therefrom by the City and the County to be expressed in writing and signed by an authorized representative of each of the City and the County respectively. In addition, the Company's rights under this Agreement may be assigned without the Governmental Parties' consent to any lender (a "Roadway Lender") providing financing for the Roadway Improvements or a part thereof (a "Lender Assignment"), but the Company will remain responsible for all of its obligations under this Agreement. The Governmental Parties acknowledge the Roadway Lender may request that the Governmental Parties join in any such Lender Assignment whereby the Governmental Parties will agree that if the Company defaults under this Agreement, the Roadway Lender or its designee shall be entitled to cure such default and complete the Roadway Improvements and that upon completion of the Roadway Improvements in accordance with this Agreement by the Roadway Lender or its designee, the monies payable by the Governmental Parties to the Company hereunder shall be paid to the Roadway Lender (not to the Company) subject to the terms and conditions of this Agreement.

11. **Section Titles and Headings.** The section titles and headings are for convenience only and do not define, modify, or limit any of the terms and provisions hereof.

12. **Survival of Representations and Warranties.** The representations, warranties, and covenants made by each of the Parties hereto and contained herein shall survive the performance of any obligations to which such representations, warranties, and covenants relate.

13. **Waivers.** Waiver of any of the obligations of any Party under this Agreement shall be effective only when stated in writing and signed by the waiving Party. No delay or omission to exercise any right or power by any Party shall be construed to be a waiver. In the event any provision is waived by a Party,

such waiver shall not be deemed to waive any other provision. To the extent that any Party's performance is subject to any regulatory or governing body approvals or requires approval by qualified electors under applicable law, that Party or those Parties shall have no obligation to perform and shall not be liable for non-performance, unless and until such regulatory or governing body approves or authorizes such performance, or such approval of the qualified electors is obtained; provided, however, all Parties affected shall use their best reasonable efforts to secure such approval or authorization.

14. **IPB Purchase Agreement**. The Company acknowledges that nothing in this Agreement shall amend or in any way affect the terms and conditions of the IPB Purchase Agreement, which Agreement shall remain in full force and effect under the terms thereof.

15. **Time is of the Essence.** The Parties acknowledge and agree that time is of the essence in the performance of their respective duties under this Agreement.

16. **Notices.** All notices, demands, consents, certificates, or other communications hereunder shall be in writing, shall be sufficiently given and shall be deemed given when delivered personally to the party or to an officer of the party to whom the same is directed, or mailed by registered or certified mail, postage prepaid, return receipt requested, or sent by overnight courier, addressed as follows:

To the City of Mobile:

City of Mobile
Attn: Mayor
205 Government Street
Mobile Government Plaza
Mobile, Alabama 36644

With a copy to:

C. Britton Bonner
Adams & Reese LLP
11 North Water Street; Suite 23200
Mobile, Alabama 36602

To Mobile County:

Mobile County Administrator
205 Government Street
Mobile Government Plaza
Mobile, Alabama 36644

With a copy to:

Mr. Jay Ross
Adams & Reese LLP
11 North Water Street; Suite 23200
Mobile, Alabama 36602

To the IPB:

Industrial Park Board of Mobile County
P.O. Box 2187
Mobile, Alabama 36652

With a copy to:

Mr. Preston Bolt, Jr.
Hand Arendall Harrison Sale LLC
104 St. Francis Street
Mobile, Alabama 36602

To the Company:

Scannell Properties
Attn: Marc D. Pfleging, General Counsel
8801 River Crossing Blvd., Suite 300
Indianapolis, IN 46240

or to such other address as the receiving Party shall have most recently forwarded to the sending Party pursuant to the provisions of this Section.

17. **[Intentionally Deleted.]**

18. **Indemnification.** The Company shall release, save, hold harmless, defend and indemnify the Governmental Parties and their elected officials, officers, employees, and agents (collectively, the "Indemnified Parties") from and against any and all claims arising from or in connection with this Agreement or the Company's construction of the Roadway Improvements (except for those claims arising out of the negligence or intentional misconduct of one or more of the Indemnified Parties), arising from the Company's breach or default in the performance of any obligation herein, or arising from or in connection with any activity of the Company or any of the Company's agents, contractors, or employees in connection with the Project, and from and against all costs, attorney fees, expenses, and liabilities incurred in the defense of any such claim or challenge to this Agreement or any action against the Indemnified Parties, or any of them individually, by reason of any such claim, and the Company, upon notice from the City or the County or the IPB shall defend the same at the Company's expense by counsel satisfactory to the Indemnified Parties. The foregoing indemnity obligation shall include, but is not limited to, indemnification of the Indemnified Parties against any claim for payment brought by any contractor, subcontractor, materialman, supplier, laborer, design professional, or the like in connection with work, labor, and/or materials supplied in connection with the Roadway Improvements. The foregoing indemnity obligation shall survive the expiration or earlier termination of this Agreement.

19. **Entire Agreement; Amendment.** This Agreement is the entire agreement and supersedes all prior and collateral communications and agreements of the Parties relating to the subject matter. This Agreement may be amended only by a written modification executed by each of the Parties' duly authorized representatives.

20. **Deed Restrictions.** The Parties agree that the Project and the Project Site will have the certain use restrictions set forth in Exhibit F attached hereto (the "Use Restrictions"), that the Use Restrictions will be included as deed restrictions in the deeds at the closing on the purchase and sale of the parcels comprising the Project Site, and that the deed restrictions will be in a form and substance acceptable to the Governmental Parties, including a provision that the City of Mobile is a third-party beneficiary to the deed restrictions.

21. **Certain Defined Terms.** The following capitalized terms will have the respective meanings assigned below (each such meaning to be equally applicable to the singular and plural forms of the respective terms so defined).

Construction Debt Origination The upfront fee charged by the Developer's lender to process the new loan application and execute the loan closing.

Full-Time Employee means a person that is either (i) being paid directly by the Company or tenants/lessors or owners of the Buildings (collectively, a "Project Site Employer") for not less than thirty-six (36) hours per week, is employed at the Project, and who the applicable Project Site Employer identifies as its employee to the U.S. Internal Revenue Service or the Alabama Department of Revenue or the Alabama Department of Industrial Relations on returns or reports filed with the foregoing, including but not limited to IRS Form 941, (ii) an employee of a direct contractor of a Project Site Employer who is paid by such Project Site Employer's direct contractor for working at the Project for not less than thirty-six (36) hours per week, and/or (iii) a person working under a contract with a Project Site Employer for working at the Project for not less than thirty-six (36) hours per week. Notwithstanding the above, the term "Full-Time Employee" will not include an unskilled temporary employee, an employee of a temporary personnel agency, or a worker performing construction work on buildings or other structures which are intended to be part of the Project.

Fringe Benefits will include, but are not limited to, health insurance, retirement, life insurance, worker's compensation, unemployment compensation and FICA taxes.

Interest Fees The monetary charge assessed for the Developer to borrow the funds which is expressed as a percentage, such as an annual percentage rate. Simply put, the price the Developer pays to borrow money.

Interest Rate Carry The amount equal to the agreed upon interest by the Developer and Lender that is computed at the rate per annum on the total sum of the debt from the date of the closing of the loan and charged until payoff and satisfaction by the lender.

Project Employees means new Full-Time Employees created by the Project. No Transferred Employee will constitute a Project Employee, except to the extent that the Company certifies to the County with respect to such Transferred Employee that it has not eliminated a Transferred Employee's previous position and that a new employee has been hired to fill substantially the same job and in the same pay category as that held by the Transferred Employee. All Project Employees will be eligible to receive any Fringe Benefit provided by his or her employer.

Transferred Employee means an existing employee of the applicable Project Site Employer, or any affiliate thereof, employed in the County either as of the Effective Date or at the time such employee is hired and transferred to work at the Project.

WHEREFORE, the Parties hereto, intending to be legally bound by the provisions herein set out, have caused this Agreement to be signed and delivered by their duly authorized representatives.

(REMAINDER OF PAGE INTENTIONALLY BLANK)

[Signature Page for City –Scannell Properties, LLC Project Development Agreement]

CITY OF MOBILE

By: _____
William S. Stimpson, Mayor

ATTEST:

_____
Lisa C. Lambert, City Clerk

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William S. Stimpson and Lisa C. Lambert, whose names as Mayor and City Clerk, respectively, of the City of Mobile, Alabama, are signed to the foregoing Project Agreement and who are known to me, acknowledged before me on this day that, being informed of the contents of said Agreement, they, in their capacities as aforesaid and with full authority, executed the same voluntarily for and as the act of said City on the day the same bears date.

Subscribed and sworn to before me on this the _____ day of _____, 2023.

_____
Notary Public
My Commission Expires: _____

(SEAL)

[Remainder of Page Blank]

[Signature Page for County –Scannell Properties, LLC Project Development Agreement]

MOBILE COUNTY, ALABAMA

By: _____
Randall Dueitt, Commission President

ATTEST:

_____
Glenn L. Hodge, County Administrator

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Randall Dueitt and Glenn L. Hodge, whose names as President, and Administrator, respectively, of the Mobile County Commission are signed to the foregoing Project Agreement and who are known to me, acknowledged before me on this day that, being informed of the contents of said Agreement, they, in their capacities as aforesaid and with full authority, executed the same voluntarily for and as the act of said County on the day the same bears date.

Subscribed and sworn to before me on this the _____ day of _____, 2023.

_____
Notary Public
My Commission Expires: _____

(SEAL)

[Remainder of Page Blank]

[Signature Page for IPB –Scannell Properties, LLC Project Development Agreement]

INDUSTRIAL PARK BOARD OF MOBILE COUNTY

By: _____
[_____], [_____]

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that [____], whose name as [____] of [____] is signed to the foregoing Project Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said Agreement, he/she, as such officer with full authority, executed the same voluntarily for and as the act of said entity on the day the same bears date.

Subscribed and sworn to before me on this the _____ day of _____, 2023.

_____
Notary Public
My Commission Expires: _____

(SEAL)

[Remainder of Page Blank]

[Signature Page for Company –Scannell Properties, LLC Project Development Agreement]

SCANNELL PROPERTIES, LLC

By: _____
Marc D. Pfleging, Manager

STATE OF INDIANA

COUNTY OF MARION

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Marc D. Pfleging, whose name as Manager of Scannell Properties, LLC, an Indiana limited liability company, is signed to the foregoing Project Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

Subscribed and sworn to before me on this the _____ day of _____, 2023.

_____
Notary Public
My Commission Expires: _____

(SEAL)

[Remainder of Page Blank]

EXHIBIT A

PROJECT SITE

[See Attached.]

EXHIBIT B

ROADWAY IMPROVEMENTS

TODD ACRES DRIVE OFF-SITE IMPROVEMENTS-PHASE 1 PRELIMINARY OPC				Date Revised: Date Printed:	1/30/2023 2/3/2023
ITEM	DESCRIPTION	ESTIMATED QUANTITY		MATERIAL UNIT PRICE	MATERIAL TOTAL
1	CLEARING AND GRUBBING	1	LS	$ 150,000.00	$ 150,000.00
2	REMOVAL OF ASPHALT PAVEMENT (INCL. SAWCUTTING ALL DEPTHS)	11,510	SY	$ 12.00	$ 138,120.00
3	REMOVAL OF 24" REINFORCED CONCRETE PIPE	40	LF	$ 30.00	$ 1,200.00
4	REMOVAL OF SLOPE PAVED HEADWALL	2	EA	$ 750.00	$ 1,500.00
5	UNCLASSIFIED EXCAVATION (TBM)	34,950	CY	$ 20.00	$ 699,000.00
6	BORROW EXCAVATION (TBM)	19,100	CY	$ 25.00	$ 477,500.00
7	MACHINE GRADED SHOULDERS	14,410	LF	$ 5.00	$ 72,050.00
8	FOUNDATION BACKFILL COMMERCIAL	300	CY	$ 28.00	$ 8,400.00
9	ROADBED PROCESSING	95.0	STA	$ 1,500.00	$ 142,500.00
10	CRUSHED AGGREGATE BASE COURSE (8" THICK)	38,915	SY	$ 42.00	$ 1,634,430.00
11	TACK COAT APPLICATION (0.09 GAL/SY)	3,930	GAL	$ 6.00	$ 23,580.00
12	BITUMINOUS CONCRETE WEARING SURFACE, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B APPROX. 220LB/SY	4,215	TON	$ 140.00	$ 590,100.00
13	BITUMINOUS CONCRETE BINDER LAYER, UPPER BINDER, 3/4" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B APPROX. 440LB/SY	8,860	TON	$ 140.00	$ 1,240,400.00
14	BITUMINOUS CONCRETE BINDER LAYER, LOWER BINDER, 3/4" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B APPROX. 440LB/SY	8,330	TON	$ 140.00	$ 1,166,200.00
15	24" ROADWAY PIPE, REINFORCED CONCRETE	4,150	LF	$ 150.00	$ 622,500.00
16	48" ROADWAY PIPE, REINFORCED CONCRETE	48	LF	$ 220.00	$ 10,560.00
17	INLET, TYPE "S" (STORM)	45	EA	$ 6,500.00	$ 292,500.00
18	CONCRETE CURB & GUTTER	8,050	LF	$ 28.00	$ 225,400.00
19	MOBILIZATION/DEMOBILIZATION	1	LS	$ 545,000.00	$ 545,000.00
20	SLOPE PAVED HEADWALL (48")	2	EA	$ 4,000.00	$ 8,000.00
21	TOPSOIL (4" THICK) (TBM)	950	CY	$ 18.00	$ 17,100.00
22	SEEDING	7.5	AC	$ 3,500.00	$ 26,250.00
23	SODDING (MATCH EXSISTING)	6,650	SY	$ 12.00	$ 79,800.00
24	MULCHING	7.5	AC	$ 3,500.00	$ 26,250.00
25	POLYETHYLENE	100	SY	$ 5.00	$ 500.00
26	SAND BAGS	300	EA	$ 10.00	$ 3,000.00
27	SILT FENCE (TYPE A)(TO BE REMOVED & REUSED)	1,500	LF	$ 15.00	$ 22,500.00
28	WATTLES	1,500	LF	$ 15.00	$ 22,500.00
29	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE, 8" WIDE	3.53	MILE	$ 8,500.00	$ 30,005.00
30	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE	2.78	MILE	$ 7,000.00	$ 19,460.00
31	BROKEN YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE	0.38	MILE	$ 7,000.00	$ 2,660.00
32	PAVEMENT MARKERS, CLASS A, TYPE 2D (YELLOW)	330	EA	$ 20.00	$ 6,600.00
33	TRAFFIC CONTROL	1	LS	$ 95,000.00	$ 95,000.00
34	MISCELLANEOUS DRAINAGE-ROAD CROSSINGS & IMPROVEMENTS	1	LS	$ 100,000.00	$ 100,000.00
35	WORK OF SIMILAR NATURE	1	LS	$ 150,000.00	$ 150,000.00
36	GEOMETRIC CONTROL	1	LS	$ 80,000.00	$ 80,000.00
37	SIGNALIZATION & INTERSECTION MODIFICATIONS OF KOOIMAN & HWY 90 (DESIGN & CONSTRUCTION)	1	LS	$ 800,000.00	$ 800,000.00
38	SIGNALIZATION & INTERSECTION MODIFICATIONS OF RANGELINE & TODD ACRES (DESIGN & CONSTRUCTION)	1	LS	$ 1,500,000.00	$ 1,500,000.00
39	SANITARY SEWER EXTENSIONS, TAPS, ETC.	1	LS	$ 550,000.00	$ 550,000.00
40	WATERLINE EXTENSIONS, TAPS, ETC.	1	LS	$ 450,000.00	$ 450,000.00
				SUBTOTAL=	$ 12,030,565.00
		CONTINGENCY/GC OVERHEAD (25%)			$ 3,007,641.25
				TOTAL	$ 15,038,206.25

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

EXHIBIT C

MOBILE FIRST INITIATIVE

[See Attached.]

EXHIBIT D

CONSERVATION EASEMENT

[See Attached.]

EXHIBIT E

ESCROW AGREEMENT

Escrow Number: _____ **Date:** _____, 2023

Property Address: Southeast corner of the intersection of Todd Acres Road and Kooiman Road in the City of Mobile, Mobile County, Alabama

Escrow Amount: $2,500,000.00

SCANNELL PROPERTIES, LLC, an Indiana limited liability company, or its assigns (the "Company"), **THE CITY OF MOBILE**, an Alabama municipal corporation (the "City"), **MOBILE COUNTY**, a body politic and political subdivision of the State of Alabama, by and through the Mobile County Commission (the "County"), the **INDUSTRIAL PARK BOARD OF MOBILE COUNTY**, an Alabama non-profit corporation established pursuant to Alabama Code § 11-23-1, *et seq*. (the "IPB"), are parties to that certain Project Development Agreement (the "Agreement") dated as of _____, 2023, with respect to the above referenced property (the "Property"), which is more particularly described in the Agreement. The IPB has deposited the sum of Two Million Five Hundred Thousand and No/100 Dollars ($2,500,000.00) (the "Escrow Amount"), pursuant to Section 2(a) of the Agreement, with First American Title Insurance Company (the "Title Company") to be held under the terms of this Escrow Agreement (the "Escrow Agreement"). As contemplated by Section 2(a) of the Agreement, the IPB hereby directs the Title Company to make payments to the Company within thirty (30) days following receipt of an invoice or invoices from the Company documenting reimbursement costs, fees and expenses incurred by the Company in designing, engineering, permitting, conducting studies, surveys and investigations for, developing, acquiring, constructing and/or installing the Roadway Improvements (as defined in the Agreement) including, but not limited to Construction Debt Origination (as defined the Agreement), Interest Rate Carry (as defined in the Agreement) and Interest Fees (as defined in the Agreement) applicable to the Roadway Improvements and such costs shall be disbursed by the Title Company to Company upon receipt of a written request from the IPB from the Escrow Amount.

The Title Company is hereby expressly authorized to disregard, in its sole discretion, any and all unilateral notices or warnings given by any of the parties hereto, or by any other person or entity, except as otherwise expressly provided herein, but Title Company is hereby expressly authorized to regard and to comply with and obey any and all orders, judgments or decrees entered or issued by any court with or without jurisdiction, and in case Title Company obeys or complies with any such order, judgment or decree of any court it shall not be liable to any of the parties hereto or any other person, firm or entity by reason of such compliance, notwithstanding any such order, judgment or decree being entered without jurisdiction or being subsequently reversed, modified, annulled, set aside or vacated. In case of any suit or proceeding regarding this escrow, to which Title Company is or may at any time become a party, it shall have a lien on the contents hereof for any and all costs, attorneys' fees, whether such attorneys shall be regularly retained or specially employed, and any other expenses which it may have incurred or become liable for on account thereof, and it shall be entitled to reimburse itself therefor out of said Escrow Amount, and the undersigned jointly and severally agree to pay Title Company upon demand all such costs, fees and expenses so incurred, provided however, that the IPB's liability shall be limited to the amounts deposited.

Except as expressly provided herein, in no case shall the above-mentioned deposits be surrendered except on an order signed by the parties hereto, their respective legal representatives or assigns, or in obedience of the process or order of court as aforesaid.

Unless directed otherwise in writing by Company, all deposits made pursuant to this Escrow Agreement shall be invested on behalf of Company in investments limited to interest-bearing, federally-insured instruments with a national bank or federal savings bank or in a money market fund authorized to invest solely in direct obligations of the United States of America ("Qualified Investments"). The funds invested in this manner shall have a maturity of 30 days or less. Interest and other earnings on any funds invested hereunder shall be added to the funds held on deposit by Title Company hereunder, and losses, if any, incurred from any such investment shall reduce the balance of the funds on deposits hereunder. Company shall provide Title Company with a Form W-9 with its taxpayer identification number and such other investment forms as it may reasonably require. Title Company shall, upon request furnish information concerning its procedures for such investment, but shall not charge or otherwise assess any additional fees for the investment of such funds.

Billing Instructions: THE ESCROW FEES HAVE BEEN WAIVED IN ANTICIPATION THAT THE TITLE COMPANY WILL BE PROVIDING TITLE INSURANCE UNDERWRITING SERVICES IN CONNECTION WITH THE AGREEMENT FOR WHICH IT WILL BE COMPENSATED AT CLOSING.

Except as to deposits of funds for which Title Company has received express written direction concerning investment to other handling, the parties hereto agree that the Title Company shall be under no duty to invest or reinvest any deposits at any time held by it thereunder; and, further that Title Company may commingle such deposits with other deposits or with its own funds in the manner provided for the administration of funds held as a fiduciary under applicable law, provided, however, nothing herein shall diminish Title Company's obligation to apply the full amount of the deposits in accordance with the terms of the Agreement.

In the event the Title Company is requested to invest deposits hereunder in Qualified Investments pursuant to this agreement, Title Company shall not be held responsible for any loss of principal or interest which may be incurred as a result of making the investments or redeeming said investment for the purposes of these escrow instructions except to the extent that Title Company negligently or willfully fails to follow such investment directions.

This Escrow Agreement is intended to be executed in triplicate, but may be executed in multiple counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same document. The parties agree that, except for notice purposes, signatures transmitted by electronic scan and email (including by way of DocuSign or other similar electronic signature exchange software or service) shall have the legal effect of original signatures. Upon the request of any party, the parties shall promptly exchange executed original counterparts of this Escrow Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Escrow Agreement has been executed by City, Company, and the Title Company to be effective as of the date first written above.

CITY:

CITY OF MOBILE

By: _____

Printed: _____

Title: _____

MOBILE COUNTY, ALABAMA

By: _____

Printed: _____

Title: _____

INDUSTRIAL PARK BOARD OF MOBILE COUNTY

By: _____

Printed: _____

Title: _____

COMPANY:

SCANNELL PROPERTIES, LLC
an Indiana limited liability company

By: _____
Marc D. Pfleging, Manager

TITLE COMPANY:

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____

Printed: _____

Title: _____

EXHIBIT F

USE RESTRICTIONS

The Parties agree to use restrictions in perpetuity to be part of the Agreement. The following prohibited uses are as follows:

a. Coal Handling Facility
b. Manufacturing Hazardous Materials
c. Mining & Quarrying
d. Drilling and Exploration (Oil and Gas)
e. Dredged Material Management Facility
f. Hazardous Substance Storage Tank
g. Liquified Natural Gas Storage and Processing
h. Oil and Gas Storage
i. Petroleum Recovery
j. Petroleum Recycling
k. Composting Facility
l. Hazardous Waste Disposal
m. Hazardous Waste Transfer
n. Junkyard
o. Recycling Drop Off
p. Recycling Plant
q. Recycling Transfer Station
r. Remediation Services
s. Solid Waste Facility
t. Solid Waste Disposal
u. Solid Waste Transfer
v. Waste Management Services

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Project Development Agreement - Industrial Park Board

PROJECT #_____ **DATE OF RECEIPT**_____

PROJECT DESCRIPTION City's share of economic development incentives

C0007 Multipurpose

CONTRACT AMOUNT NTE $2 Million Dollars

VENDOR NAME Scannell Properties, LLC

VENDOR NUMBER_____

DEPT # 2500 **DEPT NAME** Finance

CONTRACT ADMINISTRATOR Richard Moore

Please Select by circling one (Type):

Architectural Engineering Testing Professional Services

Construction (Unit Price)* Construction** Non Contractual

Performance-Contributed Contractual

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N___ ; 5% of the 1st 50% _____ or If different, indicate special rate_____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

****General Construction requires Change Order for 10% overages.***

Prepared by: Becky Barfield **Date** 12/07/2023

Revised 11/14/2019 Marilyn McMillan

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Emergency Equipment Professional, Inc for remount of two City Braun ambulance bodies on two vendor-provided new Ford F450 gasoline chassis for MFRD.
Fleet capital

Amount of Contract:

$527,976.00

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20231205EEP Agenda Package POs	Cover Memo	12/5/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/7/2023 - 3:03 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
1103	2024	(1510) FIRE ADMINSTRATION	REMOUNT TWO CITY AMBULANCE BODIES ON TWO NEW VENDOR F450 CHASSIS FOR MFRD (SEALED BID 5852)	$527,976.00	(294963) EMERGENCY EQUIPMENT PROFESSIONAL, INC

Adopted:

_____
City Clerk

Bill To	Requisition 00001103-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
EMERGENCY EQUIPMENT PROFESSIONAL, INC	FIRE CENTRAL SUPPLY
6441 HWY 51 NORTH	2851 OLD SHELL ROAD
	MOBILE, AL 36607
HORN LAKE, MS 38637	RICHARDSONV@CITYOFMOBILE.ORG
USA	
Tel#205-685-8200	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
10/25/23	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
001	AMBULANCE TYPE 1 MODULAR	2.00 EACH	263988.00000	527976.00

Additional Description Notes

AMBULANCE REMOUNT, VENDOR TO BRAUN LIBERTY BODY FROM EXISTING FORD F450 CHASSIS, REFURBISH AND REPAIR BODY. REPAINT AND REMOUNT TO OVENDOR PROVIDED NEW FORD F450 CHASSIS WITH GASOLINE ENGINE. DIESEL ENGINE WILL NOT BE ACCEPTABLE NOR WILL CHASSIS OTHER THAN A FORD F450 WITH GASOLINE ENGINE.

BIODY SHALL BE REMOUNTED IN ACCORDANCE WITH BRAUN SPECIFICATION TO INSURE THAT THE BRAUN LIFETIME AMBULANCE WARRANTY SHALL BE VALID.

VENDOR REPONSIBLE TO PICK UP UNIT FROM THE CITY OF MOBILE AND TRANSPORT TO WHERE THE UNIT WILL BE REFURBED AND REMOUNTED.

VENDOR TO RETIURN THE OLD CHASSIS TO THE CITY OF MOBILE ALONG WITH THE REFURBISHED BODIES MOUNTED ON THE NEW CHASSIS.

NOTE THE UNIT BEING PROVIDED WILL NOT RUN, VENDOR WILL NEED TO FURNISH SELF LOADING TRANSPORT TO MOVE UNIT TO REFURB CENTER.

NO FIREFIGHTER, DRIVER, CAPTAIN, DISTRICT CHIEF, CHIEF OF DEPARTMENT, FIRE MECHANIC OR GARAGE SUPERVISOR, HAS THE AUTHORITY OR PERMISSION TO CHANGE THE TERMS OF THIS PURCHASE NOR TO INCURE ANY ADDITIONAL COSTS TO THE CITY OF MOBILE.

ANY ADDITIONAL WORK, EQUIPMENT OR CHANGES THAT INCUR ADDITIONAL COST OR EXPENSE TO THE CITY OF MOBILE AND DONE WITHOUT THE PRIOR WRITTEN PERMISSION OF THE PURCHASING AGENT IS DONE SO AT THE EXPENSE OF THE VENDOR.

Bill To	Requisition 00001103-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released Page 2

Vendor	Ship To
EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	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
10/25/23	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	THE ONLY PERSON ALLOWED TO SIGN TITLE WORK IS THE PURCHASING AGENT OF THE CITY OF MOBILE. VEHICLE SHALL BE TITLED TO THE “CITY OF MOBILE”. AS PER CITY OF MOBILE BID #5852 AND YOUR QUOTE Vendor Item Inventory Item/Loc 722			
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			527976.00

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 527976.00

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E MP01522 .VEHICLEEXP. .	527976.00	726428.73

Bill To	Requisition 00001103-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
EMERGENCY EQUIPMENT PROFESSIONAL, INC	FIRE CENTRAL SUPPLY
6441 HWY 51 NORTH	2851 OLD SHELL ROAD
	MOBILE, AL 36607
HORN LAKE, MS 38637	RICHARDSONV@CITYOFMOBILE.ORG
USA	
Tel#205-685-8200	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
10/25/23	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	***** General Ledger Summary Section *****			
	Account		Amount	Remaining Budget
	7000.40.20.0000.0000.2070.0000.0000.47120.		527976.00	21843832.34
	MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)			

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	12/05/23	JOHN PAINE	GL Allocation, GL Allocation c
CCancelled	12/05/23	JOHN PAINE	Requisition item removed chang
Approved	10/25/23	CHARLES SUMRALL	
Approved	10/26/23	SHONNDA SMITH	Auto approved by: 910518527
Approved	10/26/23	JAMES DELAPP	
Approved	10/26/23	CHERI BOUCHER	Auto approved by: 910518527
Approved	10/26/23	CASI CALLAWAY	Auto approved by: 910518527
Queued	12/05/23	CHARLES SUMRALL	Auto approved by: 910518527
Pending		SHONNDA SMITH	Auto approved by: 910518527
Pending		JAMES DELAPP	Auto approved by: 910518527
Pending		CHERI BOUCHER	Auto approved by: 910518527
Pending		CASI CALLAWAY	Auto approved by: 910518527
Pending		DONALD ROSE	Auto approved by: 910518527
Pending		SANDRA LEWIS	Auto approved by: 910518527
Pending		STEVEN KRONINGER	Auto approved by: 910518527
Pending		SAMANTHA COOLEY	Auto approved by: 910518527
Pending		JOHN PAINE	Auto approved by: 910518527
Pending		MICHAEL SPAFFORD	Auto approved by: 910518527

Authorized By: _____ Date: _____

Bill To	Requisition 00001103-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 4

Vendor	Ship To
EMERGENCY EQUIPMENT PROFESSIONAL, INC	FIRE CENTRAL SUPPLY
6441 HWY 51 NORTH	2851 OLD SHELL ROAD
	MOBILE, AL 36607
HORN LAKE, MS 38637	RICHARDSONV@CITYOFMOBILE.ORG
USA	
Tel#205-685-8200	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
10/25/23	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price

Signature

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
11/17/2023	5852	FIRE	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Tuesday, December 5, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.		Dollars	Cents	Dollars	Cents
APPX 1-5	**REMOUNT AND REFURBISHMENT OF AMBULANCE BODY** Vendor to remove Braun Liberty body from existing Ford F450 Chassis, refurbish and repair body. Repaint and remount to vendor-provided NEW Ford F450 chassis with gasoline engine. Diesel engine will not be acceptable, NOR will a chassis othen than Ford F450. Vendor must be qualified/certified to extend the Braun lifetime ambulance warranty. Vendor will be responsible to pick up the ambulance from the City of Mobile and transport unit to where the body will be remounted. Assume that both units will not run. Vendor should use self-loading transport. The City will not assist in loading except to make units accessible. Vendor to return units to the City of Mobile. Attached is the Braun work up sheet for remount of bodies. A sample unit may be viewed in Mobile. To view, contact the Purchasing Department at purchasing@cityofmobile.org to arrange viewing. The City desires to have units done as soon as possible. Pricing shall be good for 9 months from date of award of the bid. City of Mobile will be willing to purchase 5 chassis, from successful vendor, for the remounts, so that they will be on-hand for remounts. This is so chassis will be on hand to speed-up remounting process. Vendor should have units on hand or readily available.					
	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 _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

City currently has 2 units ready for remount upon award of this bid, neither will run.

The City reserves the right to inspect work on short notice as often as City wishes.

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.

Pricing shall be held firm for a period of six (6) months. At the option of the successful bidder and the City of Mobile, the awarded bid may be extended for up to five (5) additional six (6) month periods.

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.

1. Price to remove old unit, refurbish body, provide new chassis for mounting, remounting and return completed unit and old chassis to the City of Mobile.

$_____/unit

2. Chassis price if City can/allowed to have chassis reserved for its remounts. Vendor will hold and have possession of chassis until remounted.

$_____/each

Location - Where is unit being refurbished and remounted?

Address: _____

_____

Is this your location or a subcontractor?

Subcontractor's name: _____

Certified by Braun for warranty extension? Yes____ No____

Expected turn around from pickup to return delivery _____ days

TO BE AWARDED ALL OR NONE

OPTION

A) Price to remove old unit, refurbish body, provide new chassis for mounting, remounting and return completed unit and vendor keeps old chassis

Braun Industries, Inc.
On-Demand Remount Order Form

Module Information

	Liberty I	No	2016 F450 4x2
Module Model Year	*Module Model*	*Remounted Previously*	*Original Chassis*

Chassis Information

2023	Ford F450 169"wb Gas	2016 / 2017 Module Model Yr	
Chassis Year	*Chassis Model*		

CUSTOMER NAME: **Mobile Fire Rescue (AL)**

BASE PACKAGE / CHASSIS TYPE (ENTER LINE # FROM OPTION CATALOG)

LINE#	Code #	Description	
6	01-LIB I	Liberty Type I (Manufactured in Van Wert, OH, USA)	

		CHASSIS: FORD F450 4X2 169"wb	

CHASSIS CONVERSION

#	Code #	Description	
		ALUMINUM WHEELS, AFTERMARKET Install Alcoa Aluminum Wheels on chassis with valve stem extensions	
223	07-R1-0100	PREP CHASSIS TO RETURN TO CUSTOMER: Add mudflaps and taillights to chassis to meet DOT Regulations	
24	06-R1-0115	FLOOR CONSOLE, ALUMINUM ANGLED FRONT W/ REMOVABLE PLATES, NEW A center floor console manufactured out of aluminum and covered in a black onyx scratch resistant, multi-use polychromatic coating with a clear epoxy finish shall be installed in the cab, with arm rests	
25	06-R2-1001	TRANSFER COMPUTER MOUNT ONTO FRONT CONSOLE Transfer the existing computer mount onto the new front console (includes tapping plates as needed). Confirm mount is compliant with "No Fly Zones"	
30	20-R8-0105	SUSPENSION - LIQUID SPRING, NEW Install Liquid Spring Suspension System on chassis	

		GRILL GUARD, SETINA Install a new Setina Grille Guard on chassis, PB400 SERIES BODYGUARD GRILL GUARD	
		SECURITY SYSTEM - ANTI THEFT- IGNITION OVER RIDE Install Sound Off Ignition security system. (ignition over ride)	
		LIGHTS, TWO DOME WELDON 8080 RED-CLEAR Install: Two (2) Weldon #8080 dome lights with red/clear push on/off lenses in the cab headliner, (1) located over the drive side, (1) located over the passenger side.	
		OUTLET 12V FRONT CONSOLE Install a 12v outlet on the front console per attached layout - passenger side	
		RADIO ANTENNA BASES, CAB ROOF Transfer the existing cab roof antennas onto the new chassis (qty 5), spacing to match existing	

MODULE CONVERSION

#	Code #	Description	
		IV HANGERS - CEILING RECESSED - One (1) Cast Products #IV2008-1 recessed, dual, ceiling I.V. hanger shall be provided and installed, centered over cot	
		ADD KKK-A-1822F CERTIFICATION PACKAGE - See attached note	
		CAB HEADLINER SPACER Install a spacer between headliner and cab roof to prevent the headliner from moving while operating the dome lights	
		CAMERAS, TWO (2) SIDE VIEW, STREETSIDE LEFT & CURBSIDE RIGHT, 120 DEGREES ANGLE Install (2) camera systems on chassis, street side exterior - left side view, and curb side exterior - right side view, Tied to M-Tech display screen.	

		PROGRAMMING FLASH PATTERN Flash pattern: Comet Flash 75, front and rear warning lights alternating phase #1 and phase 32.	

		EXTERIOR SHELF AND SHELF TRACK Install an adjustable shelf in OSS#1 over oxgen bottle storage area	

		PASS THROUGH - CAB TO MODULE, LOCKABLE SLIDING WINDOW Install: A lockable sliding window in the cab over the pass thru opening to the module.	

		AIR PURIFICATION SYSTEM, ULTRAVIOLET Install a Ultraviolet Air Purification System within the heater/AC.	

		GERMAWAY 201014 DECONTAMINATION UV SYSTEM Install a Cure Germaway Premier UV unit in rear head pad	

		SEAT, OEM FORD F-SEREIS CHASSIS - VINYL SEATS, OEM FORD F-SEREIS CHASSIS - VINYL Cab cloth seats shall be recovered with OEM Gray Vinyl Seat Covers at an after market facility.	

ELECTRICAL / LIGHTING

#	Code #	Description	
34	30-R1-0362	RECEPTACLE SHORELINE INLET, KUSSMAUL 20AMP AUTO-EJECT, NEW A Kussmaul super auto eject shoreline inlet receptacle with yellow cover shall be installed on the module exterior. The receptacle shall be equipped with an integral dynamic disconnect. The 125 VAC system shall have GFCI protection and shall be connected to the lighted 125 VAC patient compartment outlet(s). A mating connector shall be shipped loose with the completed ambulance.	

40	30-R1-0706	INTERIOR DOME LIGHTING UPGRADE TO LED - WHELEN (8), NEW New Whelen LED dome lights shall be installed in place of existing. Proper operation of the light functions shall be confirmed.	

41	30-R1-0755	INVERTER, VANNER - 1100 WATT, LIFESINE LSC 12-1100-DC CHARGER W/PREWIRE, NEW Vanner LifeSine LSC 12-1100-DC watt inverter with battery conditioner / charger (non-hardwired), shall be installed in OSS#2	
44	30-R1-0801	CAMERA REAR VIEW - SINGLE SYSTEM - MIRROR MONITOR NEW Install: camera system rear view, Camera System RVS-770, visible on the mirror monitor.	
60	30-R3-6500	SIREN, CARSON SA441 MAGFORCE MECHANICAL WITH DUAL AMP IPOS, NEW A Carson SA441M dual siren amplifier shall be flush-mounted in the front console IPOS.	
67	30-R4-3201	LIGHTS, REAR TAIL - WHELEN 600 LED STOP, TURN, LED BK-UP, NEW One (1) pair each of Whelen 600 series led stop/tail lights, turn lights, and LED maximum intensity back-up lights with chrome bezels shall be installed on the rear of the module.	
71	30-R6-0100	LIGHTS, OSS COMPARTMENTS - RIDGEBACK LED STRIP LIGHTING, NEW Install: Ridgeback brand LED strip lighting, one each side of the door opening, activated by magnetic switch, all standard exterior compartments in place of existing	
		LIGHTS GRILLE - 4 WHELEN ION SUPER LED Four (4) red with clear lens and chrome flanges Whelen ION series super LED warning lights, with waterproof connectors shall be installed, two (2) in the grille area of the chassis, two (2) on the side of the grille guard. The lights shall operate from a switch on the master control console labeled "Flashers".	
		LIGHTS FRONT INTERSECTION - 2 WHELEN 700 LED Two (2) Whelen 700 series RED super LED warning lights, with water-proof connectors, clear lens, shall be mounted in 15 degree tilt housings on the front chassis fenders, one (1) on each side. The lights shall operate from a switch on the master control console labeled "Flashers". NOTE: When vehicle is placed in park, the override switch must be on for intersection light(s) to remain on.	

MODULE EXTERIOR

#	Code #	Description	
98	40-R1-0020	MUD FLAPS, REAR - BLACK RUBBER, NEW New black rubber mud flaps with a minimum 1/4" thickness shall be bolted to the underside of the module behind the rear wheels. The width and length of the flaps shall provide adequate coverage of the rear dual wheels of the chassis.	
113	40-R6-9001	E-Z O2 LIFT UPGRADE , OUTSIDE STORAGE COMPARTMENT Inspect lift system for proper operation.	
81	30-R7-1009	TRANSFER POWER DOOR LOCKS - INSTALL NEW GRILLE SWITCH Transfer the existing Power Door Lock System, install a new grille switch in the standard location. Install a new door lock module(s) in the PDQ	
		KEY SECURE, KNOX - INSTALL IN OSS#2 Remove the existing Knox Key Secure from front console, install in OSS#2, left side.	
130	40-R9-9004	COMPARTMENT COATINGS, LIGHT GRAY (WITH MODULE PAINT), NEW A sound absorbing slip resistant polyurethane material shall be sprayed on the inside of all compartments and compartment shelving, slide out trays, oxygen lift and closeouts, color: light gray. (Does not include the battery compartment)	
183	50-R7-1042	FERNO UNIVERSAL PLATE INSTALL - ROUTE FLOOR Install a center mount universal Ferno Floor Plate and modify the module floor recess for dealer install of hardware system. Install/reinforce areas of the sub floor with .125" thick aluminum placed on the subfloor and install cot runner plates on the new flooring.	

MODULE INTERIOR / PATIENT COMPARTMENT

#	Code #	Description	
217	60-R7-1007	ZOLATONE INTERIOR, REMOVING ALL CABINET DOORS, SHELVES, ITEMS ON WALLS, CUSHIONS All exposed side walls, the partition wall, the headliner, along with the cabinet and drawer fronts, aluminum doors, cabinet and drawer interiors shall be covered with a washable sprayed-on multi-use polychromatic coating. Specify color.	

Marble Stone

		CURBSIDE SEATING AREA, UPDATE Remove existing seating, cabinet at both ends and install a squad bench for two seated positions with Valor A-VAL seating with second patient transport. Install sharps/trash storage at the forward end. Reference 8790 for layout	

		SEATING - ATTENDANT - EVS HiBAC, INTEGRAL CHILD, SWIVEL BASE with PRO4 belting A rear facing EVS HiBAC attendant seat shall be installed at the head of the patient cot. The seat shall be equipped with a sliding swivel base and incorporate an integral child safety restraint system and PRO4 belting. The seat shall be padded and covered with color coordinated, cushioned vinyl.	

		TRANSFER THE FOLLOWING COMPONENTS: Weldon Link System, FRC Intercom, Shoreline indicator light, Dominator light bar, Running board lights, Lights above rubrails	

143	50-R7-0151	UPHOLSTERY, NEW All upholstery (including all cushions, head pads, door panels and squad bench) and module seating shall be replaced with new coverings. (does not include the Attendant Seat)	

UPHOLSTERY - PATRIOT PLUS CHARCOAL #8605

186	50-R9-6004	FLOORING LONPLATE II, NON-SLIP EMBOSSED SM. GRID - GUNMETAL #424, NEW The floor in the patient compartment shall be covered with Lonseal brand "Lonplate II" non-slip; small grid (embossed) Gunmetal #424, and shall be installed similar to the existing flooring. The flooring material shall be stripped and waxed before delivery.	

Braun Industries, Inc.
On-Demand Remount Order Form

COATINGS / GRAPHICS

#	Code #	Description	
218	60-R8-0101	CHEVRON STRIPING - FULL COVERAGE, NEW Red/Yellow Reflexite chevron striping 6" wide inverted "V" shall be installed on the complete rear of the module.	
228	60-R9-0017	BUFF PAINT - STANDARD CAB TYPE I, The paint on the cab shall be buffed to a high shine using a recommended paint buff system.	
191	60-R2-0110	PAINT MODULE ALL ONE SOLID COLOR, PLUS CLEAR COAT, NEW The entire module shall be sprayed one-color and then clear coated. The paint code and color will be provided . (includes new door seal, magnetic door switchs, drip rail, rotary latches)	

PIERCE 90 RED AX-97902CT - Reference last three Mobile units - 8790, 91, 92

193	60-R4-0109	PAINT CAB ALL ONE SOLID COLOR, PLUS CLEAR COAT The entire cab shall be sprayed one-color and then clear coated. The paint code and color will be provided. (note clear coat included as standard) Type I Chassis)	

PIERCE 90 RED AX-97902CT - Reference last three Mobile units - 8790, 91, 92

		GRAPHICS PACKAGE, CUSTOMER SUPPLIED Install a customer supplied graphics package per the attached layout / Unit #'s supplied by dealer	

Braun Industries, Inc.
On-Demand Remount Order Form

ADDITIONAL OPTIONS

#	Code #	Description	
230	40-R4-0200	ROLLER ASSEMBLY UPGRADE - EZ GLIDE DOOR, Install new door roller system and misc components	
		HEAT/AIR CONDITIONING, HOSELINE FT424 BRUSHLESS BLOWER MOTOR NEW Install a Hoseline FT424 heater/air conditioner system utilizing a with a 10-speed brushless blower motor in the upper front wall.	
231	50-R7-1003	CONDENSOR TRANSFER, TOP MOUNT, The existing condenser shall be transfered onto the front of the module. The condenser shall be top center mounted with aluminum mounting brackets. Condenser and brackets are to be painted to match the module.	
188	50-R9-9105	NET, SQUAD BENCH - CURBSIDE INTERIOR (RED), NEW Net, Squad Bench- shall be installed at the head of the squad bench. Install tapping plates as needed in ceiling and bench area. Install tapping plates for net securing into the ceiling and door post as needed.	
		MEDVAULT - LARGE CAPACITY - RECESSED MOUNT Install a large capacity Medvault, recess mounted, in place of streetside cabinet #4. Remove inner cabinet panels, add false wall for mounting, update opening and add power source.	
		COMPRESSOR - SECONDARY ENGINE DRIVEN Install an engine driven secondary compressor.	

Braun Industries, Inc.
On-Demand Remount Order Form

TERMS AND CONDITIONS **See Purchase Agreement for complete Terms & Conditions

#	Code #	Description	
		Payment Terms: FORCE MAJEURE "Company shall not be liable or responsible to Purchaser, or be deemed to have defaulted or breached these Standard Terms and Conditions, for any failure or delay in fulfilling or performing any of these Standard Terms and Conditions when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Company including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities, terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic/pandemic, telecommunication breakdown, power outage, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), restraints or delays affecting carriers, inability or delay in obtaining chassis from an original equipment manufacturer or other supplies of adequate or suitable components or materials at reasonable prices."	
		Chassis prices are subject to change (higher or lower)	
		OEM CHASSIS INCENTIVE Chassis incentives are not currently available	
		Product quotes are valid for 30 calendar days. After 30 calendar days quotes are subject to change. Any applicable discounts will be added and validated at time of invoice. Discounts subject to change	
		SHARPS REMOVAL FEE	
		ADMIN FEE	
		STRUCTURAL WARRANTY; Warranty transfer to be determined once unit arrives at the factory	
		Preliminary, Sub-Total Pricing	

Rev I 5/11/22

Braun Industries, Inc.
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INTERIOR COLORS

**Complete this section if changing interior flooring, wall color, cabinet doors or upholstery

Walls & Cabinet Face

- ☐ Wood Cabinets
- ☐ G111 Greystone Gloss (Obsolete - choose another selection)
- ☐ G383 Parchment Suede
- ☐ G241 Folkstone Gray Suede
- ☐ G208 Limestone Suede
- ☐ G655 Almond Suede
- ☐ Other - specified on order form

- ☐ Aluminum Cabinets - Multispec
- ☐ 7371 Marble Stone
- ☐ 7372 Camille White
- ☐ 7373 Apollo Gray
- ☐ 7375 Silver Gray
- ☐ 7380 Desert Camo
- ☐ Other - specified on order form

Polycarbonate Color - Cabinet Doors

- ☐ Clear
- ☐ Bronze

Meganite Countertop

- ☐ 24016 Raven Boulder
- ☐ 24635 Flink Rock
- ☐ 23902 Blanca
- ☐ 23906 Lava Granite
- ☐ 23908 Silver Mist
- ☐ 24408 Indigo Melange
- ☐ 24629 Rain Cloud
- ☐ 24628 Platinum Granite
- ☐ 24630 Starry Night
- ☐ 23915 White MosaicGranite
- Other - specified on order form

Vinyl Upholstery

- ☐ 9206 Carbon - Dark Gray
- ☐ 9214 Steel Blue
- ☐ 9216 Cinnabar
- ☐ 8615 Berry - Maroon
- ☐ 8582 Imperial Blue
- ☐ 8567 Dove - Light Gray
- ☐ 8605 Charcoal - Dark Gray
- ☐ 8571 Forest Green

Flooring Material

LonCoin II Flecks

- ☐ 157 Moonstone
- ☐ 151 Carnelian
- ☐ 154 Sandstone
- ☐ 150 Onyx
- ☐ 152 Sapphire

Lonplate I

- ☐ 172 Imperial Red
- ☐ 161 Metallic Gray
- ☐ 170 Pumice
- ☐ 165 Sapphire

LonFleck TopSeal

- ☐ SX112 Magnetic Gray
- ☐ SX117 Hale Navy
- ☐ SX115 Sandstone
- ☐ SX111 Twilight Zone
- ☐

Lonplate II

- ☐ 419TX Brick
- ☐ 421 Mica
- ☐ 411 Putty
- ☐ 424 Gunmetal

Statement of Limited Warranty
Remounted / Refurbished Ambulances

REMOUNT AMBULANCE WARRANTY
Subject to the provisions, limitations, and conditions set forth in this Statement of Limited Warranty, Braun Industries, Inc. (the "***Company***") warrants to the current owner (the "***Purchaser***") that its remounted ambulances (the "***Product***") are free of defects in material and workmanship and shall maintain such integrity under normal use and service. This Limited Warranty (as defined below) is valid only in the United States and all warranty periods start upon completion of production and quality inspection by Company and the Product is declared ready for delivery (the "**Delivery**") and expires per the disclosures listed below. The Company warrants to repair or replace with new or refurbished materials at its sole discretion; components, installation, or workmanship deemed to be defective under the terms and conditions set forth in this Statement of Limited Warranty. Warranty repairs must be performed by the Company or by Company's Authorized Dealer / Service Center.

EXCLUSIONS AND LIMITATIONS
NOTWITHSTANDING ANY OTHER PROVISION HEREOF TO THE CONTRARY, OTHER THAN THE EXPRESS WARRANTIES SET FORTH HEREIN, THE COMPANY MAKES NO OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, REGARDING THE PRODUCT, RELATED EQUIPMENT AND MATERIALS, AND/OR SERVICES PROVIDED BY COMPANY. COMPANY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY IN SECTION 2-312 OF THE UCC THAT SUCH PRODUCT AND/OR PRODUCTS DO NOT INFRINGE ON THE RIGHTS OF ANY OTHER PERSON. You may have other rights which vary from state to state. The Purchaser's right to repair or replacement of defective parts or workmanship is the exclusive remedy, and neither the Company nor the Company's Authorized Dealer / Service Center shall be liable for damages, whether ordinary, incidental, or consequential under this warranty. Any remedy of consequential damages; including but not limited to economic loss, transportation, mileage, trip charges, wages, etc., and any remedy of incidental damages or loss are hereby excluded. Damages caused by normal use, improper maintenance, and loss resulting from any acts of God or natural disasters including but not limited to storm, flood, fire, lightning, freezing are excluded. Purchaser's noncompliance with any part of this specific Limited Warranty shall immediately render the total warranty null, void and non-enforceable.

The Purchaser shall use, service and maintain the Product according to the written instructions furnished by the Company and failure of Purchaser to properly use, service and maintain the product in accordance with such instructions shall void the warranty, including, without limitation, (i) use of the modular body for any purpose other than what it was originally designed to perform, (ii) overloading the Product beyond its applicable weight rating, (iii) overloading the Product beyond its electrical load rating, (iv) defects or damage as a result of misuse, abuse, negligence, theft, tampering, vandalism, or riot, (v) failure to provide normal routine maintenance, (vi) resale of Product by original registered/licensed U.S. end-user, and (vii) remounting of Product by anyone other than the Company

This Statement of Limited Warranty does not apply to: (i) any product or component that is consumable from normal wear and tear, (ii) any product or component that is added, repaired, modified, altered, or replaced by anyone other than Company, and (iii) any product or component supplied by the Purchaser. Purchaser shall be responsible and liable for such modifications, alterations, integrations and installations performed by Purchaser and Purchaser hereby agrees to indemnify and hold harmless Company and its successors and assigns from all liabilities, obligations, cost, losses, demands, actions, proceedings, claims, damages, and penalties (including, without limitation, all attorney fees) incurred or suffered by Company and arising or relating to such modifications, alterations, integrations and installations performed by Purchaser.

The Company reserves the right to make changes to the design and features of its Products without any obligation to make corresponding changes to Products previously manufactured. No other person is authorized to make any representation or warranty on behalf of the Company or of Company's Authorized Dealer / Service Center, other than as stated in the Company's warranty.

STRUCTURAL WARRANTY
The refurbished portion of modular body, including seams, joints, door frames, roof, floor, wall construction and exterior doors, as well as all aluminum cabinetry may be warranted to be structurally sound and free of defects in both materials and workmanship for **the life of the Product, without mileage limitation, in accordance with the provisions hereof (the "*Limited Structural Warranty*")**, IF, the Purchaser has maintained the Product in accordance with the original Statement of Limited Warranty for New Ambulances, specifically (a) resale of Product and Transfer of Ownership requirements by registered/licenses U.S. end-user and (b) the Product has been remounted only by Company; otherwise,

The refurbished portion of modular body, including seams, joints, door frames, roof, floor, wall construction and exterior doors, as well as all aluminum cabinetry, are warranted to be structurally sound and free of defects in both materials and workmanship for a period of one (1) year or 12,000 miles, whichever occurs first, in accordance with the provisions herein (the "***Limited Structural Warranty***").

Excluded from the Limited Structural Warranty are (i) any product or component that is consumable from normal wear and tear, (ii) any product or component that is added, repaired, modified, altered, or replaced by anyone other than Company, (iii) specific workmanship and materials covered by other warranties including paint finishes, sealant deterioration, filler shrinkage, hardware, moldings, windows, non-aluminum cabinets and other components and accessories that are not structural components of the modular body, (iv) any part or component becoming defective as a result of accident damage or other casualty.

ELECTRICAL WARRANTY
The refurbished portion of the electrical system, including standard installations of harness, terminals, connectors, nodes, touchpads, and electrical display screens, programming, system functions and specified optional components is warranted to be free from defects of both material and workmanship for a pro-rated period of three (3) years or 36,000 miles, whichever occurs first. The limited warranties described herein and in accordance with the provisions herein, collectively (the "***Limited Electrical Warranty***").

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Uncontrolled When Printed

Statement of Limited Warranty
Remounted / Refurbished Ambulances

Excluded from the Limited Electrical Warranty are (i) any product or component that is consumable from normal wear and tear, (ii) any product or component that is added, repaired, modified, altered, or replaced by anyone other than Company, (iii) chassis and all related chassis electrical systems, components and accessories covered by the Chassis Warranty and (iv) any components and equipment not manufactured by the Company covered the Supplier Warranty.

PAINT WARRANTY
The refurbished portion of the paint finish, including surface preparation, paint application, curing, topcoat and/or other layers of paint applied to the Product by Company is warranted to be free from defects of both material and workmanship for a period of three (3) years or 36,000 miles, whichever occurs first. The limited warranties described herein and in accordance with the provisions herein, collectively (the "***Limited Paint Warranty***").

Excluded from the Limited Paint Warranty are (i) paint deterioration caused by road salt, magnesium, calcium chloride, or other substances which are used to free roads from ice/snow, (ii) paint deterioration caused by accidents, acid rain, chemical fallout, acts of nature, or the lack of routine maintenance such as regular washing and waxing or the failure to touch-up stone chips, (iii) damage caused by chemicals including but not limited to: DEF (diesel exhaust fluid), gasoline, diesel fuel, anti-freeze, power steering fluid, brake fluid, fuel additives, abrasive cleaners, etc., (iv) failures resulting from product misuse or abuse including but not limited to stone chips, scratches, gouges, other impact damage, etc., (v) hazing, chalking or loss of gloss caused by improper care, abrasive polishes, cleaning agents, pressure washing, or aggressive mechanical wash systems, (vii) repairs not pre-authorized by the Company, (vi) failure of finishes applied by anyone other than Company or Company's authorized Dealer / Service Center.

CONVERSION WARRANTY
The refurbished portion of the non-structural construction, assembly and installation of heating/cooling systems, interior doors, windows, hardware, latches, locks, trim, wall coverings, flooring, kick plates, cot mount hardware, grab handles, IV hangers, graphics and Company manufactured seating, head pads, and other cushion/upholstery items is warranted to be free of defects in materials and workmanship for a period of one (1) year or 12,000 miles, whichever occurs first, in accordance with the provisions herein (the "***Limited Non-Structural Warranty***").

Excluded from the Non-Structural Limited Warranty are (i) any product or component that is consumable from normal wear and tear, (ii) any product or component that is added, repaired, modified, altered, or replaced by anyone other than Company, (iii) chassis and all related chassis electrical systems, components and accessories covered by the Chassis Warranty and (iv) any components and equipment not manufactured by the Company covered the Supplier Warranty, (v) damage to graphics caused by chemicals including but not limited to: DEF (diesel exhaust fluid), gasoline, diesel fuel, anti-freeze, power steering fluid, brake fluid, fuel additives, magnesium, calcium chloride, road salt, or other substances which are used to free roads from ice/snow and (iv) damage caused by power washers, or other aggressive forms of washing.

SUPPLIER WARRANTY
OEM materials and workmanship, including but not limited to battery, battery charger, siren, inverter, light bar, radio, laptop, docking stations, mounts, actuators, and similar supplier equipment installed by Company but not originally manufactured by Company are warranted by separate warranties offered by the OEM that manufactured the component (the "**Limited Supplier Warranty**"). When necessary, Company will provide Purchaser with warranty assistance with the OEM.

Excluded from the Limited Supplier Warranty are (i) any product or component that is consumable from normal wear and tear, (ii) any product or component that is added, repaired, modified, altered, or replaced by anyone other than Company, (iii) chassis and all related chassis electrical systems, components and accessories covered by the Chassis Warranty.

CHASSIS WARRANTY
All refurbished Products that are mounted on a new chassis will carry the full Chassis Warranties as well as the Federal and California Emission Defect Warranties and Emission Performance Warranties, as issued by the specific chassis OEM (collectively the "***Chassis Warranty***"). This Chassis Warranty is administered by the chassis OEM's representing dealer and is subject to the guidelines, restrictions, and limitations that they set forth.

The Chassis Warranty does not apply to any portion of the truck or chassis directly included in the alteration process, including materials added to and work accomplished on the original chassis by a qualified modifier. Should any chassis service/repairs be required due to Company alterations, such repairs/service are covered under the Limited Structural Warranty, the Limited Non-Structural Warranty, the Limited Electrical Warranty, the Limited Paint Warranty or the Limited Supplier Warranty (collectively the "***Limited Warranty***") for a term equal in duration, and in every other aspect, to the Chassis Warranty for the applicable chassis model year.

Purchaser must complete an alignment after the unit is loaded and readied for use, as added weight and weight distribution will affect Product alignment. Alignments are a function of normal Product maintenance and are not covered by the Chassis Warranty or the Limited Warranty.

OBTAINING WARRANTY SERVICE
To obtain warranty service contact the Company's Authorized Dealer / Service Center from whom you purchased the Product. You may also contact the Company at 1-800-22-BRAUN or ServiceTeam@BraunAmbulances.com. Claims for warranty service must be submitted to Company within thirty (30) days from date of service to Product. To expedite warranty support please have the following information ready (i) chassis make and model, (ii) chassis vin, (iii) Company model, (iv) Company's identification number, (v) date of Delivery, and (vi) current mileage.

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Uncontrolled When Printed

1. APPROVALS AND REVISION HISTORY:

Date	Revision	Description of Change	Approval (s):
12/16/15	Release	New Document	Kim Braun
8/19/16	A	Clarified OEM versus Braun responsibility in Chassis Warranty Section	Kim Braun/Dennis Gallo
7/28/17	B	Yearly Review-Content Updated	Kim Braun
12/22/17	C	Document Content Updated	Kim Braun
12/22/18	Rev C Release	Document Review- December 2018	Kim Braun
12/22/19	C	Yearly Document Review- December 2019	Kim Braun
12/16/20	D	Yearly Document Review- Minor Updates	Kim Braun
12/22/21	E	Yearly Document Review- Change per Kim Braun	Kim Braun
12/22/23	E	Yearly Document Review- No Changes	Kim Braun

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Uncontrolled When Printed

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Graybar Electric Co Inc for 150 roadway luminaires for Traffic Engineering.
General fund.

Amount of Contract:

$152,779.50

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20231204 Graybar Agenda Package POs	Cover Memo	12/4/2023
REVISED packet	Cover Memo	12/12/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/7/2023 - 3:08 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
1915	2024	(2060) TRAFFIC ENGINEERING	150 COOPER NAVION STREETWORKS ROADWAY LUMINAIRES FOR TRAFFIC ENGINEERING (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$152,779.50	(075199) GRAYBAR ELECTRIC CO INC

Adopted:

_____

City Clerk

Bill To	Requisition 00001915-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/04/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER YOUR QUOTE AND THE MASTER AGREEMENT EV2370 WITH OMNIA PARTNERS			
001	FIXTURE, STREET LIGHTING, LED COOPER NAVION 4 SQUARE, 70 CRI, 5000K, 120-277 MULTI-VOLTAGE, TYPE III ROADWAY, GREY IN FINISH.	50.00 EACH	991.43000	49571.50
	Additional Description Notes			
	Navion 120-277v multivoltage 225w street lights. cat # NVN-SA4-C-750-U-T3-20K-AP Vendor Item Inventory Item/Loc 18316			
1	1000.40.20.3005.2060.3005.0000.0000.44020.			49571.50
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE			
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET			

Bill To	Requisition 00001915-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/04/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36604			
002	FIXTURE, STREET LIGHTING, LED COOPER NAVION 4 SQUARE, 70 CRI, 4000K, 480 V, TYPE III ROADWAY, GREAY IN FINISH. Additional Description Notes --- NAVION LIGHT FIXTURE, 225W, 480V LED, P/N NVN-SA4C-740-8-T3-20K-AP-U113264 Vendor Item Inventory Item/Loc 18315	25.00 EACH	1072.73000	26818.25
	1 1000.40.20.3005.2060.3005.0000.0000.44020.			26818.25
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 76389.75

***** General Ledger Summary Section *****

Bill To	Requisition 00001915-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/04/23	075199				TRAFFIC ENGINEERING

Account		Amount	Remaining Budget
Account		Amount	Remaining Budget
1000.40.20.3005.2060.3005.0000.0000.44020.		76389.75	1089356.77
TRAFFIC ENGINEERING EXP	OPERATING SUPPLIES		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	12/01/23	SANDRA LEWIS	GL Allocation, GL Allocation c
Unknown	12/04/23	SANDRA LEWIS	
Rejected	12/04/23	SANDRA LEWIS	as per Jennifer please see Jen
Queued	12/04/23	DONALD ROSE	as per Jennifer please see Jen
Queued	12/04/23	SANDRA LEWIS	as per Jennifer please see Jen
Queued	12/04/23	STEVEN KRONINGER	as per Jennifer please see Jen
Queued	12/04/23	SAMANTHA COOLEY	as per Jennifer please see Jen
Queued	12/04/23	JOHN PAINE	as per Jennifer please see Jen
Queued	12/04/23	MICHAEL SPAFFORD	as per Jennifer please see Jen

Authorized By: _____ Date: _____
Signature

Project		**Catalog #**		**Type**	
Prepared by		**Notes**		**Date**	



Streetworks

Navion

Roadway & High Mast Luminaire

Product Features

LumenSafe Technology · Light ARchitect™ · BAA

Interactive Menu

- Ordering Information page 2
- Mounting Details page 3
- Optical Distributions page 3
- Product Specifications page 4
- Energy and Performance Data page 4
- Control Options page 7

Product Certifications

ISO Certified · DLC Qualified[1] · DLC Premium[1] · UL Certified · 3G VIB · 5 Year Limited Warranty · IDA Dark Sky Approved[2]

Quick Facts

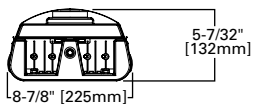
- Patented, high-efficiency AccuLED Optics system provides uniform illumination in 16 different optical distributions
- Lumen packages range from 7,500 - 41,000 nominal lumens (30W - 380W)
- Tool-less entry; hinged removable power door for easy maintenance
- Efficacies up to 158 lumens per watt

Connected Systems

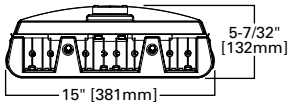
- WaveLinx
- Enlighted

Dimensional Details

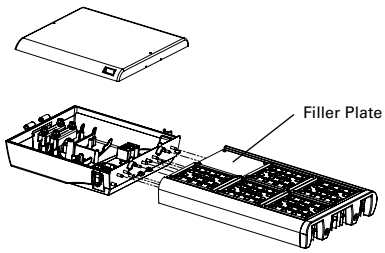
1, 2 or 3 Light Squares



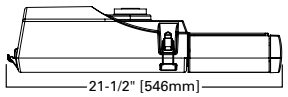
4, 5 or 6 Light Squares



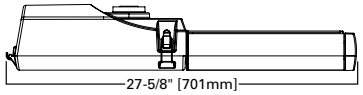
5 Light Squares



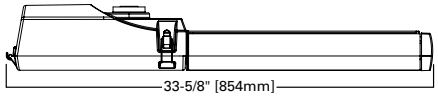
1 Light Square



2 or 4 Light Squares



3, 5 or 6 Light Squares



NOTES:

1. Visit https://www.designlights.org/search/ to confirm qualification. Not all product variations are DLC qualified.
2. IDA Certified for 3000K CCT and warmer only.

additional product diagrams

Ordering Information

SAMPLE ORDER NUMBER: **NVN-SA1C-740-U-T3-AP**

Product Family [1, 2]	Light Engine		Color Temperature	Voltage	Distribution	Mounting	Finish
	Configuration	Drive Current					
NVN=Navion **BAA-NVN**=Navion Buy American Act Compliant[23] **TAA-NVN**=Navion Trade Agreements Act Compliant[23]	**SA1**=1 Square **SA2**=2 Squares **SA3**=3 Squares **SA4**=4 Squares **SA5**=5 Squares **SA6**=6 Squares	**A**=615mA **B**=800mA **C**=1050mA (1A) **D**=1200mA (1.2A)	**722**=70CRI, 2200K **727**=70CRI, 2700K **730**=70CRI, 3000K **735**=70CRI, 3500K **740**=70CRI, 4000K **750**=70CRI, 5000K **760**=70CRI, 6000K **827**=80CRI, 2700K **830**=80CRI, 3000K **835**=80CRI, 3500K **AMB**=590nm Amber [3]	**U**=Universal (120-277V) **9**=347V [4] **8**=480V [5] **DV**=277-480V DuraVolt Drivers [5, 25, 26]	**T2**=Type II **T2R**=Type II Roadway **T3**=Type III **T3R**=Type III Roadway **T4FT**=Type IV Forward Throw **T4W**=Type IV Wide **5NQ**=Type V Narrow **5MQ**=Type V Square Medium **5WQ**=Type V Square Wide **SL2**=Type II w/Spill Control **SL3**=Type III w/Spill Control **SL4**=Type IV w/Spill Control **SLL**=90° Spill Light Eliminator Left **SLR**=90° Spill Light Eliminator Right **RW**=Rectangular Wide Type I **AFL**=Automotive Front Line	**[Blank]**=Standard Mast Arm Slipfitter **AI**=22" Upsweep Mast Arm [6] **A15**=15" Straight Mast Arm [6] **ALJS15**=Adjustable Slipfitter (Factory set at 15° tilt) **ALJS25**=Adjustable Slipfitter (Factory set at 25° tilt) **ALJS45**=Adjustable Slipfitter (Factory set at 45° tilt)	**AP**=Grey **BZ**=Bronze **BK**=Black **DP**=Dark Platinum **GM**=Graphite Metallic **WH**=White

Options (Add as Suffix)

10MSP=10kV MOV Surge Protective Device
10K=10kV UL 1449 Fused Surge Protective Device
20MSP=20kV MOV Surge Protective Device
20K=20kV UL 1449 Surge Protective Device
2L=Two Circuits [7]
L90=Optics Rotated 90° Left
R90=Optics Rotated 90° Right
HSS=House Side Shield [8]
HA=50°C High Ambient Temperature [9]
IP66=IP66 Rated
K=Level Indicator
LCF=Light Square Trim Plate Painted to Match Housing
CC=Coastal Construction finish [21]
CE=CE Marking [9, 10]
PR=NEMA 3-PIN Twistlock Photocontrol Receptacle
PR7=NEMA 7-PIN Twistlock Photocontrol Receptacle
FADC=Field Adjustable Dimming Controller [27]
PSC=Photocontrol Shorting Cap
AHD145=After Hours Dim, 5 Hours [11]
DXXXXX=Department of Transportation - Customer specific details [28]
UXXXXX=Utility - Customer specific details [28]
AHD245=After Hours Dim, 6 Hours [11]
AHD255=After Hours Dim, 7 Hours [11]
AHD355=After Hours Dim, 8 Hours [11]
SPB1=Dimming Occupancy Sensor with Bluetooth Interface, <8' Mounting [22]
SPB2=Dimming Occupancy Sensor with Bluetooth Interface, 8'-20' Mounting [22]
SPB4=Dimming Occupancy Sensor with Bluetooth Interface, 21'-40' Mounting [22]
MS-L08=Motion Sensor for ON/OFF Operation, Up to 8' Mounting Height [12, 13]
MS-L20=Motion Sensor for ON/OFF Operation, 9' - 20' Mounting Height [12, 13]
MS-L40=Motion Sensor for ON/OFF Operation, 21' - 40' Mounting Height [12, 13]
MS/X-L08=Motion Sensor for Bi-Level Operation, Up to 8' Mounting Height [12, 13, 14]
MS/X-L20=Motion Sensor for Bi-Level Operation, 9' - 20' Mounting Height [12, 13, 14]
MS/X-L40=Motion Sensor for Bi-Level Operation, 21' - 40' Mounting Height [12, 13, 14]
MS/DIM-L08=Motion Sensor for Dimming Operation, Up to 8' Mounting Height [12, 13]
MS/DIM-L20=Motion Sensor for Dimming Operation, 9' - 20' Mounting Height [12, 13]
MS/DIM-L40=Motion Sensor for Dimming Operation, 21' - 40' Mounting Height [12, 13]
LWR-LW=Enlighted Wireless Sensor, 8' - 16' Mounting Height [12, 15]
LWR-LN=Enlighted Wireless Sensor, 16' - 40' Mounting Height [12, 15]
[See Table Below]=LumenSafe Integrated Network Security Camera [16]

Accessories (Order Separately)[24]

OA/RA1013=Twistlock Receptacle Shorting Cap
OA/RA1014=NEMA Twistlock Photocontrol - 120V
OA/RA1016=NEMA Twistlock Photocontrol - Multi-Tap
OA/RA1027=NEMA Twistlock Photocontrol - 480V
OA/RA1201=NEMA Twistlock Photocontrol - 347V
MA1010-XX=Single Tenon Adapter for 3-1/2" O.D. Tenon
MA1011-XX=2@180° Tenon Adapter for 3-1/2" O.D. Tenon
MA1017-XX=Single Tenon Adapter for 2-3/8" O.D. Tenon
MA1018-XX=2@180° Tenon Adapter for 2-3/8" O.D. Tenon
A15-XX=15" Straight Mast Arm Kit [6]
ALJS15-XX=Adjustable Slipfitter Kit (Factory set at 15° tilt)
ALJS25-XX=Adjustable Slipfitter Kit (Factory set at 25° tilt)
ALJS45-XX=Adjustable Slipfitter Kit (Factory set at 45° tilt)
LS/HSS=House Side Shield [8, 18]
FSIR-100=Wireless Configuration Tool for Motion Sensor [19]
WOLC-7P-10A=WaveLinx Outdoor Control Module (7-PIN) [20]

NOTES:

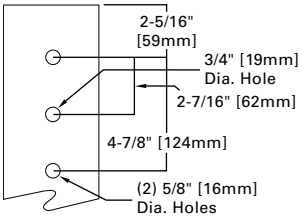
1. DesignLights Consortium® Qualified. Refer to www.designlights.org Qualified Products List under Family Models for details.
2. Customer is responsible for engineering analysis to confirm pole and fixture compatibility for applications. Refer to installation instructions and pole white paper WP513001EN for additional support information.
3. Narrow-band 590nm +/- 5nm for wildlife and observatory use. Choose drive current A; supplied at 500mA drive current only. Exact luminaire wattage available in IES files. Available with 5WQ, 5MQ, SL2, SL3 and SL4 distributions. Can be used with HSS option.
4. Not available with sensor options at 1.2A drive current. Not available in combination with HA high ambient and sensor options at 1A drive current.
5. 480V not to be used with ungrounded or impedance grounded systems.
6. Round pole adapter and mounting hardware included. Type M drill pattern.
7. Option available only with 4 and 6 Square configurations. Low-level output varies. Consult factory. Option not available in combination with high voltage (9 or 8) and sensor options (PR, PR7, AHD, MS, LWR, LumenSafe). No terminal block with 2L option.
8. House side shield not for use on 5NQ, 5MQ, 5WQ, or RW distributions. The Light Square Trim Plate is painted black when HSS option is selected.
9. Not available with 1.2A drive current or Amber color temperature (AMB).
10. Only available at Universal (U) voltage. Not available with sensor or controls options (PR, PR7, AHD, MS, LWR, LumenSafe).
11. Requires the use of Photocontrol Receptacle (PR or PR7) and a photocontrol accessory. See After Hours Dim Supplemental Guide for additional information.
12. Controls system is not available with photocontrol receptacle (PR or PR7) or other controls systems (MS or LWR).
13. Utilizes the Wattstopper sensor FSP-211.
14. Available with 4, 5, or 6 square configurations. Replace "X" with number of squares in low output modes. Maximum two squares in low output mode.
15. Enlighted wireless sensors are factory installed and require network components LWP-EM-1, LWP-GW-1, and LWP-PoE8 in appropriate quantities. See website for Enlighted application information.
16. All configurations require 15-in wide housing size. If 1-3 light square is selected, filler plates will be used. LumenSafe not available at high voltage (9 or 8) or High Ambient (HA). When ordered with Type V optic, a factory-installed light shield will be provided.
17. Replace XX with paint color.
18. Must order one per light square when ordering as a field-installable accessory.
19. This tool enables adjustment to Motion Sensor (MS) parameters including high and low modes, sensitivity, time delay, cutoff and more. Consult your lighting representative for more information.
20. Requires 7-PIN NEMA twistlock photocontrol receptacle (PR7) option. The WOLC-7 cannot be used in conjunction with other controls systems (MS or LWR). Only for use at 120-347V voltages.
21. Coastal construction finish salt spray tested to over 5,000-hours per ASTM B117, with a scribe rating of 9 per ASTM D1654.
22. Smart device with mobile application required to change system defaults. See controls section for details.
23. Only product configurations with these designated prefixes are built to be compliant with the Buy American Act of 1933 (BAA) or Trade Agreements Act of 1979 (TAA), respectively. Please refer to DOMESTIC PREFERENCES website for more information. Components shipped separately may be separately analyzed under domestic preference requirements.
24. Accessories sold separately will be separately analyzed under domestic preference requirements. Consult factory for further information.
25. DuraVolt drivers feature added protection from power quality issues such as loss of neutral, transients and voltage fluctuations. Visit www.signify.com/duravolt for more information.
26. Not available in 1 square configuration at 800mA and below. Not available with any control option except SPB.
27. Cannot be used with PR7 or other motion response control options.
28. Customer specific specifications utilizes standard products with small adjustments to meet unique requirements such as packaging, labels, wattage adjustments, etc.

LumenSafe Integrated Network Security Camera Technology Options (Add as Suffix)

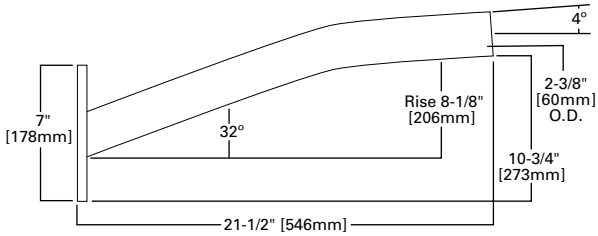
Product Family	Camera Type	Data Backhaul
L=LumenSafe Technology LumenSafe Technology CLICK HERE	**D**=Dome Camera, Standard **H**=Dome Camera, Hi-Res **Z**=Dome Camera, Remote PTZ	**C**=Cellular, Customer Installed SIM Card **A**=Cellular, Factory Installed AT&T SIM Card **V**=Cellular, Factory Installed Verizon SIM Card **S**=Cellular, Factory Installed Sprint SIM Card **W**=Wi-Fi Networking w/ Omni-Directional Antenna **E**=Ethernet Networking

Mounting Details

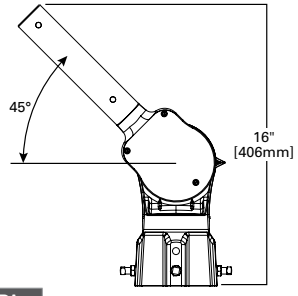
Type "M"



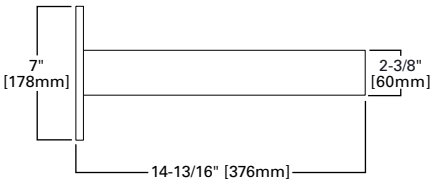
Upsweep Arm



Adjustable Slipfitter Offset Arm



15" Straight Arm



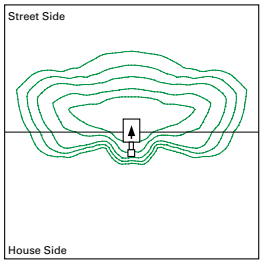
Effecitve Projected Area (EPA)

Configuration	Fixture Only EPA (Sq. Ft.)	Fixture and Upsweep Arm EPA (Sq. Ft.)
1 Square	0.8	1.2
2 Squares	1.0	1.3
3 Squares	1.2	1.5
4 Squares	1.2	1.5
5 Squares	1.4	1.7
6 Squares	1.4	1.7

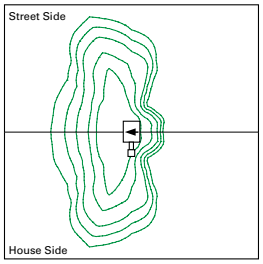
Optical Configurations

Orientation

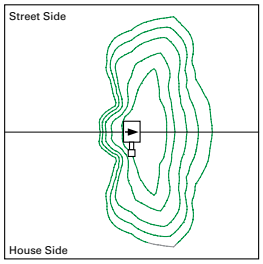
Standard



Optics Rotated Left @ 90˚



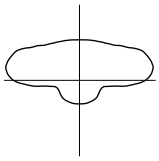
Optics Rotated Right @ 90˚



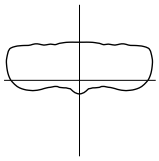
Distributions

Asymmetric Area Distributions

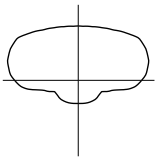
T2 (Type II)



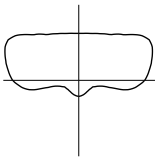
SL2 (Type II with Spill Control)



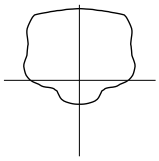
T3 (Type III)



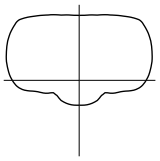
SL3 (Type III with Spill Control)



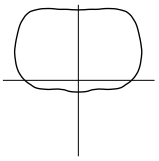
T4FT (Type IV Forward Throw)



T4W (Type IV Wide)

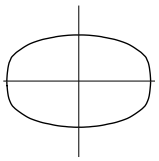


SL4 (Type IV with Spill Control)

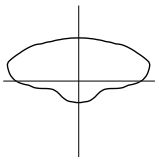


Asymmetric Roadway Distributions

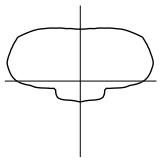
RW (Rectangular Wide Type I)



T2R (Type II Roadway)

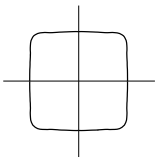


T3R (Type III Roadway)

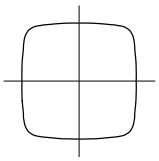


Symmertric Distributions

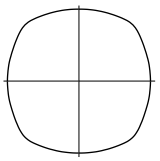
5NQ (Type V Square Narrow)



5MQ (Type V Square Medium)

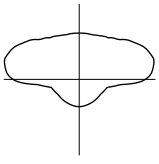


5WQ (Type V Square Wide)

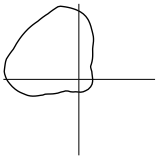


Specialized Distributions

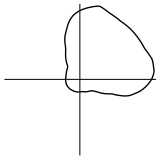
AFL (Automotive Frontline)



SLL (90° Spill Light Eliminator Left)



SLR (90° Spill Light Eliminator Right)



Product Specifications

Construction
- Die-cast aluminum housing and door
- Extruded aluminum heat sink
- Tool-less entry, hinged removable power tray door

Optics
- Light square are IP66 enclosure rated
- Precision molded polycarbonate optics
- IDA certified (3000K CCT and warmer only)

Electrical
- -40°C minimum operating temperature
- 40°C maximum operating temperature
- >.9 power factor
- <20% total harmonic distortion
- 0-10V dimming driver standard

Mounting
- Four-bolt / two-bracket slipfitter with cast-in pipe stop and level steps at 2.5° increments
- Fixed-in-place bird guard seals around 1-1/4" or 2" mounting arms

Finish
- Housing and cast parts finished in five-stage super TGIC polyester powder coat paint, 2.5 mil nominal thickness
- Heat sink is anodized aluminum

Shipping Data
- Approximate Net Weight:
  - 1 Square 17 lbs. (7.7kgs.)
  - 2 Squares 22 lbs. (10.0 kgs.)
  - 3 Squares 26 lbs. (11.8 kgs.)
  - 4 Squares 31 lbs (14.1 kgs.)
  - 5 Squares 34 lbs. (15.4 kgs.)
  - 6 Squares 36 lbs. (16.3 kgs.)
- Effective Projected Area (Sq. Ft.):
  - Fixture Only:
    - 1 Square 0.8
    - 2 Square's 1.0
    - 3 Square's 1.2
    - 4 Square's 1.2
    - 5 Square's 1.4
    - 6 Square's 1.4
  - Fixture with AI Arm:
    - 1 Square 1.2
    - 2 Square's 1.3
    - 3 Square's 1.5
    - 4 Square's 1.5
    - 5 Square's 1.7
    - 6 Square's 1.7

Warranty
- Five year limited warranty, consult website for details. www.cooperlighting.com/legal

Energy and Performance Data

Lumen Maintenance

Drive Current	Ambient Temperature	TM-21 Lumen Maintenance (60,000 Hours)	Projected L70 (Hours)
Up to 1A	Up to 50ºC	> 95%	416,000
1.2A	Up to 40°C	> 90%	205,000

View Navion IES files

Lumen Multiplier

Ambient Temperature	Lumen Multiplier
0°C	1.02
10°C	1.01
25°C	1.00
40°C	0.99
50°C	0.97

LED Color Multipliers

	CCT							
	Amber	2200	2700	3000	3500	4000	5000	6000
CRI	Lumen Multiplier*							
70	--	0.74	0.84	0.91	0.93	1.00	1.00	1.00
80	--	--	0.75	--	--	--	--	--
Monochromatic	0.17	--	--	--	--	--	--	--

Note: *Estimates, refer to IES files for accuracy

FADC Settings
SA1-SA3 (A, B, C, D Drive Current)

FADC Position	Percent of Typical Lumen Output
1	25%
2	48%
3	56%
4	65%
5	75%
6	80%
7	85%
8	90%
9	95%
10	100%

FADC Settings
SA4A

FADC Position	Percent of Typical Lumen Output
1	25%
2	48%
3	56%
4	65%
5	75%
6	80%
7	85%
8	90%
9	95%
10	100%

FADC Settings
SA4C-D

FADC Position	Percent of Typical Lumen Output
1	14%
2	25%
3	32%
4	43%
5	49%
6	57%
7	65%
8	72%
9	80%
10	100%

FADC Settings
SA5-SA6 (A, B, C, D Drive Current)

FADC Position	Percent of Typical Lumen Output
1	14%
2	25%
3	32%
4	43%
5	49%
6	57%
7	65%
8	72%
9	80%
10	100%

Power and Lumens (1-3 Light Squares)

Supplemental Performance Guide

Number of Light Squares		SA1A	SA1B	SA1C	SA1D	SA2A	SA2B	SA2C	SA2D	SA3A	SA3B	SA3C	SA3D
Square Count		1	1	1	1	2	2	2	2	3	3	3	3
Drive Current (mA)		615	800	1050	1200	615	800	1050	1200	615	800	1050	1200
Power (Watts)		34	44	59	67	66	85	113	129	96	124	166	191
Input Current @ 120V (A)		0.30	0.39	0.51	0.51	0.58	0.77	1.02	1.16	0.86	1.13	1.53	1.78
Input Current @ 208V (A)		0.17	0.22	0.29	0.33	0.34	0.44	0.56	0.63	0.49	0.62	0.82	0.93
Input Current @ 240V (A)		0.15	0.19	0.26	0.29	0.30	0.38	0.48	0.55	0.43	0.54	0.71	0.80
Input Current @ 277V (A)		0.14	0.17	0.23	0.25	0.28	0.36	0.42	0.48	0.41	0.47	0.61	0.70
Input Current @ 347V (A)		0.11	0.15	0.17	0.20	0.19	0.24	0.32	0.39	0.30	0.38	0.50	0.57
Input Current @ 480V (A)		0.08	0.11	0.14	0.15	0.15	0.18	0.24	0.30	0.24	0.29	0.37	0.43
Distribution [1]													
T2	Lumens	4,681	5,741	7,106	7,796	9,334	11,447	14,167	15,541	13,881	17,022	21,069	23,111
	BUG Rating	B1-U0-G1	B1-U0-G2	B1-U0-G2	B1-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G3	B3-U0-G3	B3-U0-G4
	Lumens per Watt	138	130	120	116	141	135	125	120	145	137	127	121
T2R	Lumens	5,012	6,146	7,607	8,345	9,993	12,255	15,168	16,639	14,862	18,225	22,556	24,744
	BUG Rating	B1-U0-G1	B1-U0-G1	B1-U0-G2	B1-U0-G2	B1-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G2	B3-U0-G3	B3-U0-G3
	Lumens per Watt	147	140	129	125	151	144	134	129	155	147	136	130
T3	Lumens	4,784	5,866	7,261	7,966	9,539	11,697	14,480	15,883	14,186	17,395	21,531	23,619
	BUG Rating	B1-U0-G1	B1-U0-G2	B1-U0-G2	B1-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G3	B2-U0-G2	B3-U0-G3	B3-U0-G3	B3-U0-G4
	Lumens per Watt	141	133	123	119	145	138	128	123	148	140	130	124
T3R	Lumens	4,865	5,966	7,384	8,100	9,699	11,894	14,721	16,149	14,425	17,689	21,893	24,016
	BUG Rating	B1-U0-G1	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2	B2-U0-G2	B2-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G3	B3-U0-G4	B3-U0-G4
	Lumens per Watt	143	136	125	121	147	140	130	125	150	143	132	126
T4FT	Lumens	4,821	5,911	7,316	8,026	9,612	11,787	14,589	16,004	14,294	17,529	21,694	23,799
	BUG Rating	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4
	Lumens per Watt	142	134	124	120	146	139	129	124	149	141	131	125
T4W	Lumens	4,727	5,796	7,175	7,870	9,423	11,556	14,302	15,690	14,015	17,185	21,270	23,333
	BUG Rating	B1-U0-G2	B1-U0-G2	B1-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G3	B3-U0-G3	B2-U0-G3	B3-U0-G3	B3-U0-G4	B3-U0-G4
	Lumens per Watt	139	132	122	117	143	136	127	122	146	139	128	122
SL2	Lumens	4,689	5,750	7,116	7,807	9,350	11,464	14,189	15,566	13,903	17,049	21,102	23,149
	BUG Rating	B1-U0-G2	B1-U0-G2	B1-U0-G2	B2-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G3	B3-U0-G3	B2-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4
	Lumens per Watt	138	131	121	117	142	135	126	121	145	137	127	121
SL3	Lumens	4,777	5,858	7,251	7,954	9,524	11,680	14,455	15,857	14,164	17,367	21,496	23,581
	BUG Rating	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G3	B3-U0-G4	B3-U0-G4
	Lumens per Watt	140	133	123	119	144	137	128	123	148	140	129	123
SL4	Lumens	4,563	5,595	6,926	7,597	9,098	11,155	13,808	15,147	13,529	16,590	20,535	22,526
	BUG Rating	B1-U0-G2	B1-U0-G2	B1-U0-G3	B1-U0-G3	B1-U0-G3	B1-U0-G3	B2-U0-G4	B2-U0-G4	B2-U0-G4	B2-U0-G4	B2-U0-G5	B2-U0-G5
	Lumens per Watt	134	127	117	113	138	131	122	117	141	134	124	118
5NQ	Lumens	4,917	6,029	7,462	8,186	9,803	12,022	14,879	16,323	14,579	17,877	22,126	24,274
	BUG Rating	B2-U0-G1	B2-U0-G1	B3-U0-G1	B3-U0-G1	B3-U0-G1	B3-U0-G1	B3-U0-G2	B3-U0-G2	B3-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2
	Lumens per Watt	145	137	126	122	149	141	132	127	152	144	133	127
5MQ	Lumens	5,094	6,247	7,731	8,481	10,156	12,455	15,415	16,910	15,103	18,521	22,923	25,147
	BUG Rating	B3-U0-G1	B3-U0-G1	B3-U0-G2	B3-U0-G2	B3-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2	B5-U0-G3	B5-U0-G3
	Lumens per Watt	150	142	131	127	154	147	136	131	157	149	138	132
5WQ	Lumens	4,976	6,102	7,553	8,285	9,921	12,166	15,058	16,518	14,755	18,092	22,394	24,565
	BUG Rating	B3-U0-G1	B3-U0-G1	B3-U0-G2	B3-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2	B5-U0-G3	B5-U0-G3	B5-U0-G3
	Lumens per Watt	146	139	128	124	150	143	133	128	154	146	135	129
SLL/ SLR	Lumens	4,225	5,181	6,412	7,035	8,423	10,328	12,784	14,023	12,526	15,360	19,011	20,854
	BUG Rating	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G3	B1-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G4	B2-U0-G4	B3-U0-G4
	Lumens per Watt	124	118	109	105	128	122	113	109	130	124	115	109
RW	Lumens	4,887	5,994	7,418	8,138	9,745	11,950	14,791	16,224	14,492	17,770	21,995	24,128
	BUG Rating	B2-U0-G1	B3-U0-G1	B3-U0-G1	B3-U0-G1	B3-U0-G1	B3-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2
	Lumens per Watt	144	136	126	121	148	141	131	126	151	143	132	126
AFL	Lumens	4,901	6,009	7,438	8,159	9,771	11,981	14,829	16,268	14,532	17,818	22,054	24,193
	BUG Rating	B1-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G1	B2-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G2	B3-U0-G2	B3-U0-G2
	Lumens per Watt	144	137	126	122	148	141	131	126	151	144	133	127

NOTES: 1. Photometric data published here for 740, 750, 760 Color Temperature options. For other options, refer to published IES files on product webpage or Supplemental Performance Tables.

Power and Lumens (4-6 Light Squares)

Supplemental Performance Guide

Number of Light Squares		SA4A	SA4B	SA4C	SA4D	SA5A	SA5B	SA5C	SA5D	SA6A	SA6B	SA6C	SA6D
Square Count		4	4	4	4	5	5	5	5	6	6	6	6
Drive Current (mA)		615	800	1050	1200	615	800	1050	1200	615	800	1050	1200
Power (Watts)		129	171	225	258	162	210	279	320	193	249	333	382
Input Current @ 120V (A)		1.16	1.54	2.03	2.31	1.44	1.90	2.55	2.94	1.73	2.26	3.06	3.56
Input Current @ 208V (A)		0.65	0.88	1.11	1.27	0.84	1.06	1.37	1.57	0.99	1.24	1.64	1.87
Input Current @ 240V (A)		0.56	0.76	0.96	1.10	0.74	0.92	1.19	1.35	0.87	1.08	1.41	1.61
Input Current @ 277V (A)		0.52	0.72	0.83	0.96	0.69	0.83	1.03	1.18	0.81	0.95	1.23	1.39
Input Current @ 347V (A)		0.39	0.49	0.64	0.78	0.49	0.63	0.82	0.96	0.60	0.77	1.00	1.15
Input Current @ 480V (A)		0.30	0.37	0.48	0.60	0.38	0.48	0.61	0.73	0.48	0.59	0.75	0.85
Distribution [1]													
T2	Lumens	18,696	22,927	28,377	31,129	23,043	28,257	34,975	38,366	27,605	33,851	41,897	45,962
	BUG Rating	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5
	Lumens per Watt	145	134	126	121	142	135	125	120	143	136	126	120
T2R	Lumens	20,017	24,545	30,380	33,327	24,669	30,251	37,442	41,074	29,554	36,241	44,856	49,206
	BUG Rating	B2-U0-G3	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G5
	Lumens per Watt	155	144	135	129	152	144	134	128	153	146	135	129
T3	Lumens	19,106	23,430	28,999	31,811	23,548	28,877	35,741	39,207	28,210	34,593	42,816	46,969
	BUG Rating	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G4	B3-U0-G4	B3-U0-G5	B4-U0-G5
	Lumens per Watt	148	137	129	123	145	138	128	123	146	139	129	123
T3R	Lumens	19,428	23,824	29,488	32,346	23,944	29,363	36,343	39,868	28,685	35,175	43,537	47,759
	BUG Rating	B2-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5
	Lumens per Watt	151	139	131	125	148	140	130	125	149	141	131	125
T4FT	Lumens	19,251	23,607	29,219	32,054	23,727	29,097	36,014	39,506	28,425	34,857	43,142	47,326
	BUG Rating	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B4-U0-G5
	Lumens per Watt	149	138	130	124	146	139	129	123	147	140	130	124
T4W	Lumens	18,876	23,146	28,648	31,427	23,264	28,528	35,310	38,734	27,868	34,174	42,298	46,400
	BUG Rating	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G4	B3-U0-G4	B3-U0-G5	B4-U0-G5	B3-U0-G4	B3-U0-G5	B4-U0-G5	B4-U0-G5
	Lumens per Watt	146	135	127	122	144	136	127	121	144	137	127	121
SL2	Lumens	18,726	22,963	28,421	31,178	23,080	28,302	35,030	38,426	27,649	33,904	41,964	46,034
	BUG Rating	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G4	B3-U0-G5	B3-U0-G5	B4-U0-G5	B3-U0-G5	B3-U0-G5	B4-U0-G5	B4-U0-G5
	Lumens per Watt	145	134	126	121	142	135	126	120	143	136	126	121
SL3	Lumens	19,075	23,391	28,952	31,760	23,511	28,831	35,684	39,145	28,166	34,538	42,749	46,894
	BUG Rating	B2-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5
	Lumens per Watt	148	137	129	123	145	137	128	122	146	139	128	123
SL4	Lumens	18,222	22,345	27,656	30,339	22,459	27,540	34,086	37,392	26,905	32,992	40,835	44,795
	BUG Rating	B2-U0-G4	B2-U0-G5	B3-U0-G5	B3-U0-G5	B2-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5
	Lumens per Watt	141	131	123	118	139	131	122	117	139	132	123	117
5NQ	Lumens	19,636	24,078	29,802	32,692	24,201	29,677	36,731	40,294	28,992	35,552	44,003	48,270
	BUG Rating	B4-U0-G2	B4-U0-G2	B5-U0-G2	B5-U0-G2	B4-U0-G2	B5-U0-G2	B5-U0-G3	B5-U0-G3	B4-U0-G2	B5-U0-G3	B5-U0-G3	B5-U0-G3
	Lumens per Watt	152	141	132	127	149	141	132	126	150	143	132	126
5MQ	Lumens	20,341	24,945	30,873	33,868	25,071	30,744	38,052	41,743	30,035	36,830	45,584	50,006
	BUG Rating	B4-U0-G2	B5-U0-G3	B5-U0-G3	B5-U0-G4	B5-U0-G3	B5-U0-G3	B5-U0-G4	B5-U0-G4	B5-U0-G3	B5-U0-G4	B5-U0-G4	B5-U0-G4
	Lumens per Watt	158	146	137	131	155	146	136	130	156	148	137	131
5WQ	Lumens	19,872	24,368	30,161	33,086	24,493	30,035	37,174	40,780	29,341	35,980	44,532	48,852
	BUG Rating	B5-U0-G3	B5-U0-G3	B5-U0-G4	B5-U0-G4	B5-U0-G3	B5-U0-G4	B5-U0-G4	B5-U0-G4	B5-U0-G4	B5-U0-G4	B5-U0-G5	B5-U0-G5
	Lumens per Watt	154	143	134	128	151	143	133	127	152	144	134	128
SLL/ SLR	Lumens	16,870	20,688	25,605	28,089	20,793	25,496	31,559	34,620	24,908	30,545	37,805	41,472
	BUG Rating	B2-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5
	Lumens per Watt	131	121	114	109	128	121	113	108	129	123	114	109
RW	Lumens	19,519	23,935	29,625	32,498	24,057	29,500	36,512	40,054	28,818	35,340	43,739	47,982
	BUG Rating	B4-U0-G2	B4-U0-G2	B5-U0-G3	B5-U0-G3	B4-U0-G2	B5-U0-G3	B5-U0-G3	B5-U0-G3	B5-U0-G3	B5-U0-G3	B5-U0-G4	B5-U0-G4
	Lumens per Watt	151	140	132	126	149	140	131	125	149	142	131	126
AFL	Lumens	19,571	24,000	29,705	32,586	24,121	29,578	36,611	40,162	28,896	35,434	43,858	48,112
	BUG Rating	B2-U0-G2	B3-U0-G2	B3-U0-G3	B3-U0-G3	B3-U0-G2	B3-U0-G3	B3-U0-G3	B3-U0-G3	B3-U0-G3	B3-U0-G3	B3-U0-G3	B3-U0-G3
	Lumens per Watt	152	140	132	126	149	141	131	126	150	142	132	126

NOTES: 1. Photometric data published here for 740, 750, 760 Color Temperature options. For other options, refer to published IES files on product webpage or Supplemental Performance Tables.

Control Options

0-10V
This fixture provides 0-10V dimming wire leads for use with a lighting control panel or other control method.

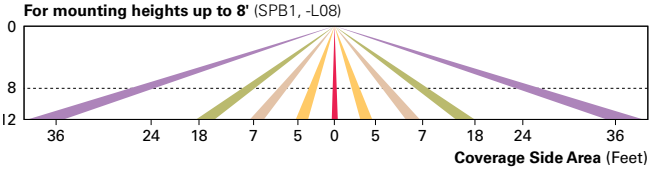
Photocontrol (PR and PR7)
Photocontrol receptacles provide a flexible solution to enable "dusk-to-dawn" lighting by sensing light levels. Advanced control systems compatible with NEMA 7-PIN standards can be utilized with the PR7 receptacle.

After Hours Dim (AHD)
This feature allows photocontrol-enabled luminaires to achieve additional energy savings by dimming during scheduled portions of the night. The dimming profile will automatically take effect after a “dusk-to-dawn” period has been calculated from the photocontrol input. Specify the desired dimming profile for a simple, factory-shipped dimming solution requiring no external control wiring. Reference the After Hours Dim supplemental guide for additional information.

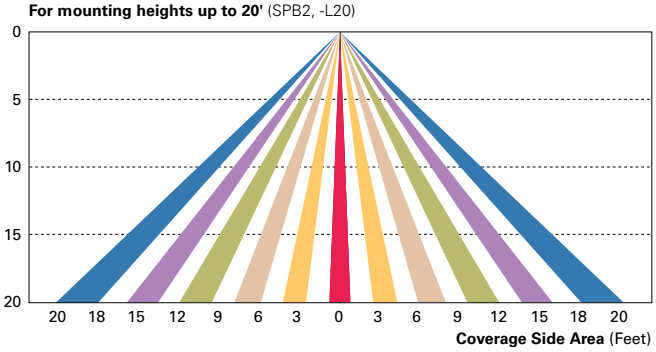
Dimming Occupancy Sensor (SPB, MS/DIM-LXX, MS/X-LXX and MS-LXX)
When a sensor for dimming operation (MS/DIM) option is selected, the luminaire will dim down to approximately 50 percent power after five mintues of no activity detected. When activity is detected, the luminaire returns to full light output. When a sensor for ON/OFF operation (MS-LXX) is selected, the luminaire will turn off after five minutes of no activity. When a sensor for bi-level operation (MS/X) is selected, the specified number of light engines will shut off after five minutes of inactivity. The remaining light engines will remain on. The SPB sensor is factory preset to dim down to approximately 10% power with a time delay of five minutes. The SPB requires the Sensor Configuration mobile application by Wattstopper or iOS and Android devices to change factory default dimming level, time delay, sensitivity and other parameters.

These occupancy sensors include an integral photocell that can be activated or inactivated with the programming remote / configuration tool for “dusk-to-dawn” control or daylight harvesting - the factory preset is OFF (Disabled.) The programming remote / tool is a wireless tool that can be utilized to change the dimming level, time delay, sensitivity and other parameters. A variety of sensor lenses are available to optimize the coverage pattern for mounting heights from 8’-40’.

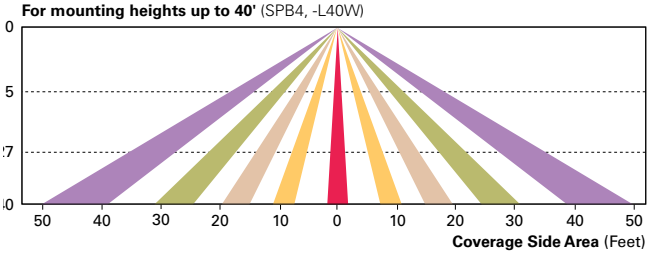
For mounting heights up to 8' (SPB1, -L08)



For mounting heights up to 20' (SPB2, -L20)



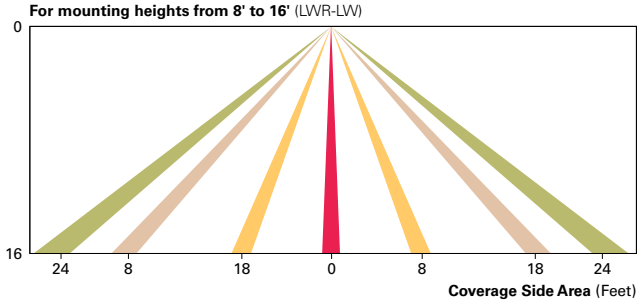
For mounting heights up to 40' (SPB4, -L40W)



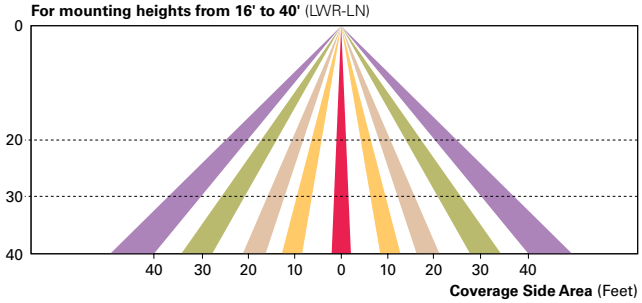
WaveLinx Wireless Control and Monitoring System Available in 7-PIN configurations, the WaveLinx Outdoor control platform operates on a wireless mesh network based on IEEE 802.15.4 standards enabling wireless control of outdoor lighting. Use the WaveLinx Mobile application for set-up and configuration. At least one Wireless Area Controller (WAC) is required for full functionality and remote communication (including adjustment of any factory pre-sets).
WaveLinx Outdoor Control Module (WOLC-7P-10A) A photocontrol that enables astronomic or time-based schedules to provide ON, OFF and dimming control of fixtures utilizing a 7-PIN receptacle. The out-of-box functionality is ON at dusk and OFF at dawn.

Enlighted Wireless Control and Monitoring System (LWR-LW and LWR-LN)
Enlighted is a connected lighting solution that combines LED luminaires with an integrated wireless sensor system. The sensor controls the lighting system in compliance with the latest energy codes and collects valuable data about building performance and use. Software applications turn the granular data into information through energy dashboards and specialized apps that make it simple and help optimize the use of building resources, beyond lighting.

For mounting heights from 8' to 16' (LWR-LW)



For mounting heights from 16' to 40' (LWR-LN)



LumenSafe (LD)
The LumenSafe integrated network camera is a streamlined, outdoor-ready camera that provides high definition video surveillance. This IP camera solution is optically designed to integrate into virtually any video management system or security software platform of choice. No additional wiring is needed beyond providing line voltage power to the luminaire. LumenSafe features factory-installed power and networking gear in a variety of networking options allowing security integrators to design the optimal solution for active surveillance.

Cooper Lighting Solutions
1121 Highway 74 South
Peachtree City, GA 30269
P: 770-486-4800
www.cooperlighting.com
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All Rights Reserved.

Specifications and dimensions
subject to change without notice.

ELECTRICAL, LIGHTING, DATA COMMUNICATIONS AND SECURITY PRODUCTS
AND RELATED PRODUCTS, SERVICES AND SOLUTIONS
Executive Summary

Lead Agency: City of Kansas City, Missouri

Solicitation: RFP365

RFP Issued: September 6, 2017

Pre-Proposal Date: September 20, 2017

Response Due Date: October 6, 2017

Proposals Received: #3

Awarded to: Graybar Electric Company, Inc. contract #EV2370

The City of Kansas City, Missouri Procurement Services Division issued RFP #EV2370 on September 6, 2017, to establish a national cooperative contract for Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions.

The solicitation included cooperative purchasing in Section 1. Master Agreement:

The City of Kansas City, MO (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Electrical, Lighting, Data Communications, and Security Products and Related Products, Services and Solutions (herein "Products and Services").

And Section 3. U.S. Communities:

U.S. Communities Government Purchasing Alliance (herein "U.S. Communities") assists Participating Public Agencies to reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein "Lead Public Agencies"). The contracts provide for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Seattle.gov – The Buy Line Blog
- Daily Journal of Commerce, OR
- The Advocate, LA
- The Honolulu Star, HI
- DEMANDSTAR, ONVIA
- City of Kansas City, Missouri
- Merx.com
- The New York State Contract Reporter
- Washington Electronic Business Solution
- U.S. Communities - Website

On October 6, 2017 proposals were received from the following offerors:

- Graybar Electric Company, Inc.
- HB (Delivering Systems LLC/DBA High Biometrics)
- supplyFORCE

Upon evaluation, the committee elected to award to the most responsive proposal Graybar Electric Company, Inc. for electrical, lighting, data communications and security products and related products, services and solutions.

Contract includes:

Graybar offers a robust selection of products in electrical and lighting, data communication and security, hardware, and services. Solution benefits include:

- Comprehensive Products, Services, & Solutions
- Next day service is free of charge for materials stocked in the branch and within the standard service area
- Volume Incentive

Term:

Contract period from February 1, 2018 through January 31, 2023 with the option to renew to for up to three (3) additional two (2) year terms through January 31, 2029.

Pricing/Discount: Discounts are based on Graybar List Price or Cost in effect at the time of order. Visit Graybar landing page *Graybar Online Store* for more details.

OMNIA Partners, Public Sector Landing Pages: https://www.omniapartners.com/publicsector/contracts/supplier-contracts/graybar

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

September 1, 2023

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by Omnia Partners Public Sector ("Omnia"), a national purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department's review, the competitive bid process used by Omnia is approved for use through **December 31, 2024**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

Prior to utilizing Omnia, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that Omnia, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Omnia's competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than $100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
1915	2024	(2060) TRAFFIC ENGINEERING	75 COOPER NAVION STREETWORKS ROADWAY LUMINAIRES FOR TRAFFIC ENGINEERING (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$76,389.75	(075199) GRAYBAR ELECTRIC CO INC

Adopted:

_____

City Clerk

Bill To	Requisition 00001915-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/04/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER YOUR QUOTE AND THE MASTER AGREEMENT EV2370 WITH OMNIA PARTNERS			
001	FIXTURE, STREET LIGHTING, LED COOPER NAVION 4 SQUARE, 70 CRI, 5000K, 120-277 MULTI-VOLTAGE, TYPE III ROADWAY, GREY IN FINISH.	50.00 EACH	991.43000	49571.50
	Additional Description Notes			
	Navion 120-277v multivoltage 225w street lights. cat # NVN-SA4-C-750-U-T3-20K-AP Vendor Item Inventory Item/Loc 18316			
1	1000.40.20.3005.2060.3005.0000.0000.44020.			49571.50
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE			
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET			

Bill To	Requisition 00001915-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/04/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36604			
002	FIXTURE, STREET LIGHTING, LED COOPER NAVION 4 SQUARE, 70 CRI, 4000K, 480 V, TYPE III ROADWAY, GREAY IN FINISH. Additional Description Notes --- NAVION LIGHT FIXTURE, 225W, 480V LED, P/N NVN-SA4C-740-8-T3-20K-AP-U113264 Vendor Item Inventory Item/Loc 18315	25.00 EACH	1072.73000	26818.25
1	1000.40.20.3005.2060.3005.0000.0000.44020.			26818.25

Ship To
ELECTRICAL
854 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
DIANNA LOVE

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 76389.75

***** General Ledger Summary Section *****

Bill To	Requisition 00001915-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/04/23	075199				TRAFFIC ENGINEERING

Account		Amount	Remaining Budget
Account		Amount	Remaining Budget
1000.40.20.3005.2060.3005.0000.0000.44020.		76389.75	1089356.77
TRAFFIC ENGINEERING EXP	OPERATING SUPPLIES		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	12/01/23	SANDRA LEWIS	GL Allocation, GL Allocation c
Unknown	12/04/23	SANDRA LEWIS	
Rejected	12/04/23	SANDRA LEWIS	as per Jennifer please see Jen
Queued	12/04/23	DONALD ROSE	as per Jennifer please see Jen
Queued	12/04/23	SANDRA LEWIS	as per Jennifer please see Jen
Queued	12/04/23	STEVEN KRONINGER	as per Jennifer please see Jen
Queued	12/04/23	SAMANTHA COOLEY	as per Jennifer please see Jen
Queued	12/04/23	JOHN PAINE	as per Jennifer please see Jen
Queued	12/04/23	MICHAEL SPAFFORD	as per Jennifer please see Jen

Authorized By: _____ Date: _____
Signature

Project		Catalog #		Type	
Prepared by		Notes		Date	



Streetworks

Navion

Roadway & High Mast Luminaire

Product Features

LumenSafe Technology · Light ARchitect™ · BAA

Interactive Menu

- Ordering Information page 2
- Mounting Details page 3
- Optical Distributions page 3
- Product Specifications page 4
- Energy and Performance Data page 4
- Control Options page 7

Product Certifications

ISO Certified · DLC Qualified [1] · DLC Premium [1] · UL Certified · 3G VIB · 5 Year Limited Warranty · IDA Dark Sky Approved [2]

Quick Facts

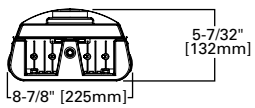
- Patented, high-efficiency AccuLED Optics system provides uniform illumination in 16 different optical distributions
- Lumen packages range from 7,500 - 41,000 nominal lumens (30W - 380W)
- Tool-less entry; hinged removable power door for easy maintenance
- Efficacies up to 158 lumens per watt

Connected Systems

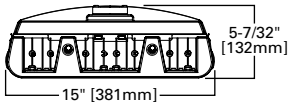
- WaveLinx
- Enlighted

Dimensional Details

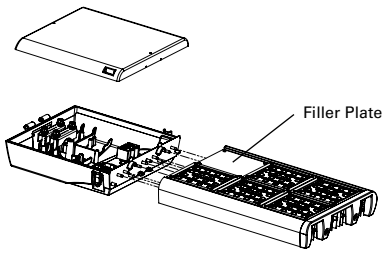
1, 2 or 3 Light Squares



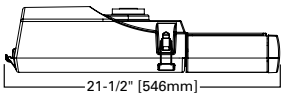
4, 5 or 6 Light Squares



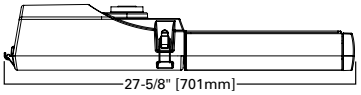
5 Light Squares



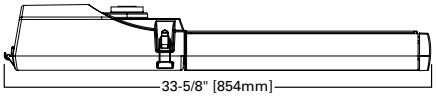
1 Light Square



2 or 4 Light Squares



3, 5 or 6 Light Squares



NOTES:

1. Visit https://www.designlights.org/search/ to confirm qualification. Not all product variations are DLC qualified.
2. IDA Certified for 3000K CCT and warmer only.

additional product diagrams

Ordering Information

SAMPLE ORDER NUMBER: **NVN-SA1C-740-U-T3-AP**

Product Family [1, 2]	Light Engine		Color Temperature	Voltage	Distribution	Mounting	Finish
	Configuration	Drive Current					
NVN=Navion **BAA-NVN**=Navion Buy American Act Compliant[23] **TAA-NVN**=Navion Trade Agreements Act Compliant[23]	**SA1**=1 Square **SA2**=2 Squares **SA3**=3 Squares **SA4**=4 Squares **SA5**=5 Squares **SA6**=6 Squares	**A**=615mA **B**=800mA **C**=1050mA (1A) **D**=1200mA (1.2A)	**722**=70CRI, 2200K **727**=70CRI, 2700K **730**=70CRI, 3000K **735**=70CRI, 3500K **740**=70CRI, 4000K **750**=70CRI, 5000K **760**=70CRI, 6000K **827**=80CRI, 2700K **830**=80CRI, 3000K **835**=80CRI, 3500K **AMB**=590nm Amber [3]	**U**=Universal (120-277V) **9**=347V [4] **8**=480V [5] **DV**=277-480V DuraVolt Drivers [5, 25, 26]	**T2**=Type II **T2R**=Type II Roadway **T3**=Type III **T3R**=Type III Roadway **T4FT**=Type IV Forward Throw **T4W**=Type IV Wide **5NQ**=Type V Narrow **5MQ**=Type V Square Medium **5WQ**=Type V Square Wide **SL2**=Type II w/Spill Control **SL3**=Type III w/Spill Control **SL4**=Type IV w/Spill Control **SLL**=90° Spill Light Eliminator Left **SLR**=90° Spill Light Eliminator Right **RW**=Rectangular Wide Type I **AFL**=Automotive Front Line	**[Blank]**=Standard Mast Arm Slipfitter **AI**=22" Upsweep Mast Arm [6] **A15**=15" Straight Mast Arm [6] **ALJS15**=Adjustable Slipfitter (Factory set at 15° tilt) **ALJS25**=Adjustable Slipfitter (Factory set at 25° tilt) **ALJS45**=Adjustable Slipfitter (Factory set at 45° tilt)	**AP**=Grey **BZ**=Bronze **BK**=Black **DP**=Dark Platinum **GM**=Graphite Metallic **WH**=White

Options (Add as Suffix)

10MSP=10kV MOV Surge Protective Device
10K=10kV UL 1449 Fused Surge Protective Device
20MSP=20kV MOV Surge Protective Device
20K=20kV UL 1449 Surge Protective Device
2L=Two Circuits [7]
L90=Optics Rotated 90° Left
R90=Optics Rotated 90° Right
HSS=House Side Shield [8]
HA=50°C High Ambient Temperature [9]
IP66=IP66 Rated
K=Level Indicator
LCF=Light Square Trim Plate Painted to Match Housing
CC=Coastal Construction finish [21]
CE=CE Marking [9, 10]
PR=NEMA 3-PIN Twistlock Photocontrol Receptacle
PR7=NEMA 7-PIN Twistlock Photocontrol Receptacle
FADC=Field Adjustable Dimming Controller [27]
PSC=Photocontrol Shorting Cap
AHD145=After Hours Dim, 5 Hours [11]
DXXXXX=Department of Transportation - Customer specific details [28]
UXXXXX=Utility - Customer specific details [28]
AHD245=After Hours Dim, 6 Hours [11]
AHD255=After Hours Dim, 7 Hours [11]
AHD355=After Hours Dim, 8 Hours [11]
SPB1=Dimming Occupancy Sensor with Bluetooth Interface, <8' Mounting [22]
SPB2=Dimming Occupancy Sensor with Bluetooth Interface, 8'-20' Mounting [22]
SPB4=Dimming Occupancy Sensor with Bluetooth Interface, 21'-40' Mounting [22]
MS-L08=Motion Sensor for ON/OFF Operation, Up to 8' Mounting Height [12, 13]
MS-L20=Motion Sensor for ON/OFF Operation, 9' - 20' Mounting Height [12, 13]
MS-L40=Motion Sensor for ON/OFF Operation, 21' - 40' Mounting Height [12, 13]
MS/X-L08=Motion Sensor for Bi-Level Operation, Up to 8' Mounting Height [12, 13, 14]
MS/X-L20=Motion Sensor for Bi-Level Operation, 9' - 20' Mounting Height [12, 13, 14]
MS/X-L40=Motion Sensor for Bi-Level Operation, 21' - 40' Mounting Height [12, 13, 14]
MS/DIM-L08=Motion Sensor for Dimming Operation, Up to 8' Mounting Height [12, 13]
MS/DIM-L20=Motion Sensor for Dimming Operation, 9' - 20' Mounting Height [12, 13]
MS/DIM-L40=Motion Sensor for Dimming Operation, 21' - 40' Mounting Height [12, 13]
LWR-LW=Enlighted Wireless Sensor, 8' - 16' Mounting Height [12, 15]
LWR-LN=Enlighted Wireless Sensor, 16' - 40' Mounting Height [12, 15]
[See Table Below]=LumenSafe Integrated Network Security Camera [16]

Accessories (Order Separately)[24]

OA/RA1013=Twistlock Receptacle Shorting Cap
OA/RA1014=NEMA Twistlock Photocontrol - 120V
OA/RA1016=NEMA Twistlock Photocontrol - Multi-Tap
OA/RA1027=NEMA Twistlock Photocontrol - 480V
OA/RA1201=NEMA Twistlock Photocontrol - 347V
MA1010-XX=Single Tenon Adapter for 3-1/2" O.D. Tenon
MA1011-XX=2@180° Tenon Adapter for 3-1/2" O.D. Tenon
MA1017-XX=Single Tenon Adapter for 2-3/8" O.D. Tenon
MA1018-XX=2@180° Tenon Adapter for 2-3/8" O.D. Tenon
A15-XX=15" Straight Mast Arm Kit [6]
ALJS15-XX=Adjustable Slipfitter Kit (Factory set at 15° tilt)
ALJS25-XX=Adjustable Slipfitter Kit (Factory set at 25° tilt)
ALJS45-XX=Adjustable Slipfitter Kit (Factory set at 45° tilt)
LS/HSS=House Side Shield [8, 18]
FSIR-100=Wireless Configuration Tool for Motion Sensor [19]
WOLC-7P-10A=WaveLinx Outdoor Control Module (7-PIN) [20]

NOTES:

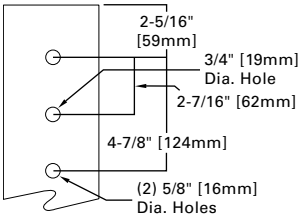
1. DesignLights Consortium® Qualified. Refer to www.designlights.org Qualified Products List under Family Models for details.
2. Customer is responsible for engineering analysis to confirm pole and fixture compatibility for applications. Refer to installation instructions and pole white paper WP513001EN for additional support information.
3. Narrow-band 590nm +/- 5nm for wildlife and observatory use. Choose drive current A; supplied at 500mA drive current only. Exact luminaire wattage available in IES files. Available with 5WQ, 5MQ, SL2, SL3 and SL4 distributions. Can be used with HSS option.
4. Not available with sensor options at 1.2A drive current. Not available in combination with HA high ambient and sensor options at 1A drive current.
5. 480V not to be used with ungrounded or impedance grounded systems.
6. Round pole adapter and mounting hardware included. Type M drill pattern.
7. Option available only with 4 and 6 Square configurations. Low-level output varies. Consult factory. Option not available in combination with high voltage (9 or 8) and sensor options (PR, PR7, AHD, MS, LWR, LumenSafe). No terminal block with 2L option.
8. House side shield not for use on 5NQ, 5MQ, 5WQ, or RW distributions. The Light Square Trim Plate is painted black when HSS option is selected.
9. Not available with 1.2A drive current or Amber color temperature (AMB).
10. Only available at Universal (U) voltage. Not available with sensor or controls options (PR, PR7, AHD, MS, LWR, LumenSafe).
11. Requires the use of Photocontrol Receptacle (PR or PR7) and a photocontrol accessory. See After Hours Dim Supplemental Guide for additional information.
12. Controls system is not available with photocontrol receptacle (PR or PR7) or other controls systems (MS or LWR).
13. Utilizes the Wattstopper sensor FSP-211.
14. Available with 4, 5, or 6 square configurations. Replace "X" with number of squares in low output modes. Maximum two squares in low output mode.
15. Enlighted wireless sensors are factory installed and require network components LWP-EM-1, LWP-GW-1, and LWP-PoE8 in appropriate quantities. See website for Enlighted application information.
16. All configurations require 15-in wide housing size. If 1-3 light square is selected, filler plates will be used. LumenSafe not available at high voltage (9 or 8) or High Ambient (HA). When ordered with Type V optic, a factory-installed light shield will be provided.
17. Replace XX with paint color.
18. Must order one per light square when ordering as a field-installable accessory.
19. This tool enables adjustment to Motion Sensor (MS) parameters including high and low modes, sensitivity, time delay, cutoff and more. Consult your lighting representative for more information.
20. Requires 7-PIN NEMA twistlock photocontrol receptacle (PR7) option. The WOLC-7 cannot be used in conjunction with other controls systems (MS or LWR). Only for use at 120-347V voltages.
21. Coastal construction finish salt spray tested to over 5,000-hours per ASTM B117, with a scribe rating of 9 per ASTM D1654.
22. Smart device with mobile application required to change system defaults. See controls section for details.
23. Only product configurations with these designated prefixes are built to be compliant with the Buy American Act of 1933 (BAA) or Trade Agreements Act of 1979 (TAA), respectively. Please refer to DOMESTIC PREFERENCES website for more information. Components shipped separately may be separately analyzed under domestic preference requirements.
24. Accessories sold separately will be separately analyzed under domestic preference requirements. Consult factory for further information.
25. DuraVolt drivers feature added protection from power quality issues such as loss of neutral, transients and voltage fluctuations. Visit www.signify.com/duravolt for more information.
26. Not available in 1 square configuration at 800mA and below. Not available with any control option except SPB.
27. Cannot be used with PR7 or other motion response control options.
28. Customer specific specifications utilizes standard products with small adjustments to meet unique requirements such as packaging, labels, wattage adjustments, etc.

LumenSafe Integrated Network Security Camera Technology Options (Add as Suffix)

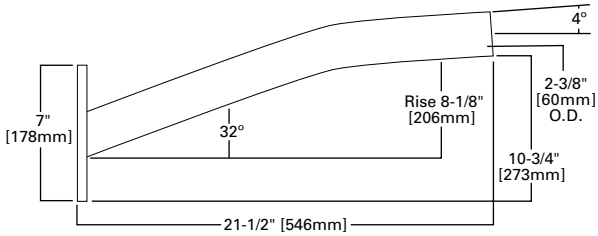
Product Family	Camera Type	Data Backhaul
L=LumenSafe Technology LumenSafe Technology CLICK HERE	**D**=Dome Camera, Standard **H**=Dome Camera, Hi-Res **Z**=Dome Camera, Remote PTZ	**C**=Cellular, Customer Installed SIM Card **A**=Cellular, Factory Installed AT&T SIM Card **V**=Cellular, Factory Installed Verizon SIM Card **S**=Cellular, Factory Installed Sprint SIM Card **W**=Wi-Fi Networking w/ Omni-Directional Antenna **E**=Ethernet Networking

Mounting Details

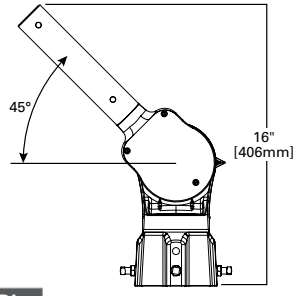
Type "M"



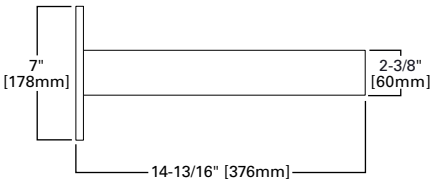
Upsweep Arm



Adjustable Slipfitter Offset Arm



15" Straight Arm



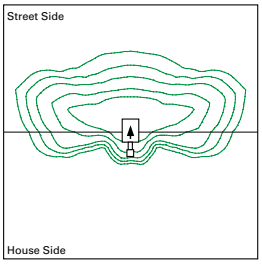
Effecitve Projected Area (EPA)

Configuration	Fixture Only EPA (Sq. Ft.)	Fixture and Upsweep Arm EPA (Sq. Ft.)
1 Square	0.8	1.2
2 Squares	1.0	1.3
3 Squares	1.2	1.5
4 Squares	1.2	1.5
5 Squares	1.4	1.7
6 Squares	1.4	1.7

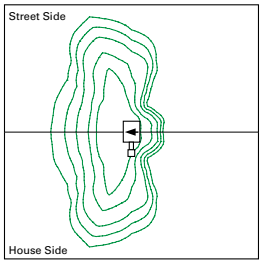
Optical Configurations

Orientation

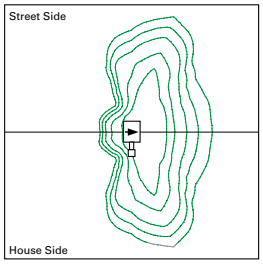
Standard



Optics Rotated Left @ 90˚



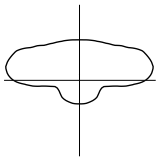
Optics Rotated Right @ 90˚



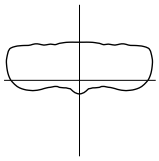
Distributions

Asymmetric Area Distributions

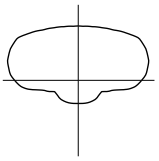
T2 (Type II)



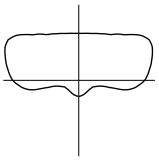
SL2 (Type II with Spill Control)



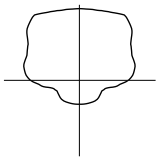
T3 (Type III)



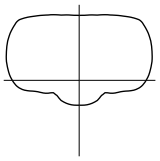
SL3 (Type III with Spill Control)



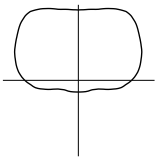
T4FT (Type IV Forward Throw)



T4W (Type IV Wide)

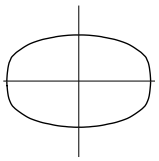


SL4 (Type IV with Spill Control)

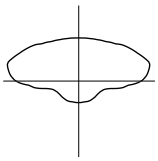


Asymmetric Roadway Distributions

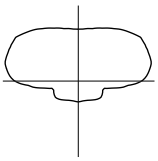
RW (Rectangular Wide Type I)



T2R (Type II Roadway)

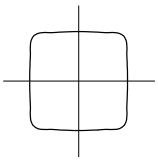


T3R (Type III Roadway)

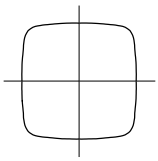


Symmertric Distributions

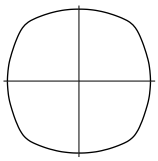
5NQ (Type V Square Narrow)



5MQ (Type V Square Medium)

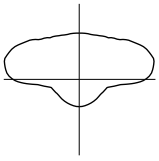


5WQ (Type V Square Wide)

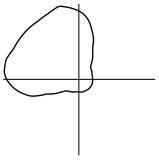


Specialized Distributions

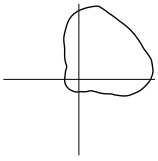
AFL (Automotive Frontline)



SLL (90° Spill Light Eliminator Left)



SLR (90° Spill Light Eliminator Right)



Product Specifications

Construction
- Die-cast aluminum housing and door
- Extruded aluminum heat sink
- Tool-less entry, hinged removable power tray door

Optics
- Light square are IP66 enclosure rated
- Precision molded polycarbonate optics
- IDA certified (3000K CCT and warmer only)

Electrical
- -40°C minimum operating temperature
- 40°C maximum operating temperature
- >.9 power factor
- <20% total harmonic distortion
- 0-10V dimming driver standard

Mounting
- Four-bolt / two-bracket slipfitter with cast-in pipe stop and level steps at 2.5° increments
- Fixed-in-place bird guard seals around 1-1/4" or 2" mounting arms

Finish
- Housing and cast parts finished in five-stage super TGIC polyester powder coat paint, 2.5 mil nominal thickness
- Heat sink is anodized aluminum

Shipping Data
- Approximate Net Weight:
  - 1 Square 17 lbs. (7.7kgs.)
  - 2 Squares 22 lbs. (10.0 kgs.)
  - 3 Squares 26 lbs. (11.8 kgs.)
  - 4 Squares 31 lbs (14.1 kgs.)
  - 5 Squares 34 lbs. (15.4 kgs.)
  - 6 Squares 36 lbs. (16.3 kgs.)
- Effective Projected Area (Sq. Ft.):
  - Fixture Only:
    - 1 Square 0.8
    - 2 Square's 1.0
    - 3 Square's 1.2
    - 4 Square's 1.2
    - 5 Square's 1.4
    - 6 Square's 1.4
  - Fixture with AI Arm:
    - 1 Square 1.2
    - 2 Square's 1.3
    - 3 Square's 1.5
    - 4 Square's 1.5
    - 5 Square's 1.7
    - 6 Square's 1.7

Warranty
- Five year limited warranty, consult website for details. www.cooperlighting.com/legal

Energy and Performance Data

Lumen Maintenance

Drive Current	Ambient Temperature	TM-21 Lumen Maintenance (60,000 Hours)	Projected L70 (Hours)
Up to 1A	Up to 50ºC	> 95%	416,000
1.2A	Up to 40°C	> 90%	205,000

View Navion IES files

Lumen Multiplier

Ambient Temperature	Lumen Multiplier
0°C	1.02
10°C	1.01
25°C	1.00
40°C	0.99
50°C	0.97

LED Color Multipliers

	CCT							
	Amber	2200	2700	3000	3500	4000	5000	6000
CRI	Lumen Multiplier*							
70	--	0.74	0.84	0.91	0.93	1.00	1.00	1.00
80	--	--	0.75	--	--	--	--	--
Monochromatic	0.17	--	--	--	--	--	--	--

Note: *Estimates, refer to IES files for accuracy

FADC Settings
SA1-SA3 (A, B, C, D Drive Current)

FADC Position	Percent of Typical Lumen Output
1	25%
2	48%
3	56%
4	65%
5	75%
6	80%
7	85%
8	90%
9	95%
10	100%

FADC Settings
SA4A

FADC Position	Percent of Typical Lumen Output
1	25%
2	48%
3	56%
4	65%
5	75%
6	80%
7	85%
8	90%
9	95%
10	100%

FADC Settings
SA4C-D

FADC Position	Percent of Typical Lumen Output
1	14%
2	25%
3	32%
4	43%
5	49%
6	57%
7	65%
8	72%
9	80%
10	100%

FADC Settings
SA5-SA6 (A, B, C, D Drive Current)

FADC Position	Percent of Typical Lumen Output
1	14%
2	25%
3	32%
4	43%
5	49%
6	57%
7	65%
8	72%
9	80%
10	100%

Power and Lumens (1-3 Light Squares)

Supplemental Performance Guide

Number of Light Squares		SA1A	SA1B	SA1C	SA1D	SA2A	SA2B	SA2C	SA2D	SA3A	SA3B	SA3C	SA3D
Square Count		1	1	1	1	2	2	2	2	3	3	3	3
Drive Current (mA)		615	800	1050	1200	615	800	1050	1200	615	800	1050	1200
Power (Watts)		34	44	59	67	66	85	113	129	96	124	166	191
Input Current @ 120V (A)		0.30	0.39	0.51	0.51	0.58	0.77	1.02	1.16	0.86	1.13	1.53	1.78
Input Current @ 208V (A)		0.17	0.22	0.29	0.33	0.34	0.44	0.56	0.63	0.49	0.62	0.82	0.93
Input Current @ 240V (A)		0.15	0.19	0.26	0.29	0.30	0.38	0.48	0.55	0.43	0.54	0.71	0.80
Input Current @ 277V (A)		0.14	0.17	0.23	0.25	0.28	0.36	0.42	0.48	0.41	0.47	0.61	0.70
Input Current @ 347V (A)		0.11	0.15	0.17	0.20	0.19	0.24	0.32	0.39	0.30	0.38	0.50	0.57
Input Current @ 480V (A)		0.08	0.11	0.14	0.15	0.15	0.18	0.24	0.30	0.24	0.29	0.37	0.43
Distribution [1]													
T2	Lumens	4,681	5,741	7,106	7,796	9,334	11,447	14,167	15,541	13,881	17,022	21,069	23,111
	BUG Rating	B1-U0-G1	B1-U0-G2	B1-U0-G2	B1-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G3	B3-U0-G3	B3-U0-G4
	Lumens per Watt	138	130	120	116	141	135	125	120	145	137	127	121
T2R	Lumens	5,012	6,146	7,607	8,345	9,993	12,255	15,168	16,639	14,862	18,225	22,556	24,744
	BUG Rating	B1-U0-G1	B1-U0-G1	B1-U0-G2	B1-U0-G2	B1-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G2	B3-U0-G3	B3-U0-G3
	Lumens per Watt	147	140	129	125	151	144	134	129	155	147	136	130
T3	Lumens	4,784	5,866	7,261	7,966	9,539	11,697	14,480	15,883	14,186	17,395	21,531	23,619
	BUG Rating	B1-U0-G1	B1-U0-G2	B1-U0-G2	B1-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G3	B2-U0-G2	B3-U0-G3	B3-U0-G3	B3-U0-G4
	Lumens per Watt	141	133	123	119	145	138	128	123	148	140	130	124
T3R	Lumens	4,865	5,966	7,384	8,100	9,699	11,894	14,721	16,149	14,425	17,689	21,893	24,016
	BUG Rating	B1-U0-G1	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2	B2-U0-G2	B2-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G3	B3-U0-G4	B3-U0-G4
	Lumens per Watt	143	136	125	121	147	140	130	125	150	143	132	126
T4FT	Lumens	4,821	5,911	7,316	8,026	9,612	11,787	14,589	16,004	14,294	17,529	21,694	23,799
	BUG Rating	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4
	Lumens per Watt	142	134	124	120	146	139	129	124	149	141	131	125
T4W	Lumens	4,727	5,796	7,175	7,870	9,423	11,556	14,302	15,690	14,015	17,185	21,270	23,333
	BUG Rating	B1-U0-G2	B1-U0-G2	B1-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G3	B3-U0-G3	B2-U0-G3	B3-U0-G3	B3-U0-G4	B3-U0-G4
	Lumens per Watt	139	132	122	117	143	136	127	122	146	139	128	122
SL2	Lumens	4,689	5,750	7,116	7,807	9,350	11,464	14,189	15,566	13,903	17,049	21,102	23,149
	BUG Rating	B1-U0-G2	B1-U0-G2	B1-U0-G2	B2-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G3	B3-U0-G3	B2-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4
	Lumens per Watt	138	131	121	117	142	135	126	121	145	137	127	121
SL3	Lumens	4,777	5,858	7,251	7,954	9,524	11,680	14,455	15,857	14,164	17,367	21,496	23,581
	BUG Rating	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G3	B3-U0-G4	B3-U0-G4
	Lumens per Watt	140	133	123	119	144	137	128	123	148	140	129	123
SL4	Lumens	4,563	5,595	6,926	7,597	9,098	11,155	13,808	15,147	13,529	16,590	20,535	22,526
	BUG Rating	B1-U0-G2	B1-U0-G2	B1-U0-G3	B1-U0-G3	B1-U0-G3	B1-U0-G3	B2-U0-G4	B2-U0-G4	B2-U0-G4	B2-U0-G4	B2-U0-G5	B2-U0-G5
	Lumens per Watt	134	127	117	113	138	131	122	117	141	134	124	118
5NQ	Lumens	4,917	6,029	7,462	8,186	9,803	12,022	14,879	16,323	14,579	17,877	22,126	24,274
	BUG Rating	B2-U0-G1	B2-U0-G1	B3-U0-G1	B3-U0-G1	B3-U0-G1	B3-U0-G1	B3-U0-G2	B3-U0-G2	B3-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2
	Lumens per Watt	145	137	126	122	149	141	132	127	152	144	133	127
5MQ	Lumens	5,094	6,247	7,731	8,481	10,156	12,455	15,415	16,910	15,103	18,521	22,923	25,147
	BUG Rating	B3-U0-G1	B3-U0-G1	B3-U0-G2	B3-U0-G2	B3-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2	B5-U0-G3	B5-U0-G3
	Lumens per Watt	150	142	131	127	154	147	136	131	157	149	138	132
5WQ	Lumens	4,976	6,102	7,553	8,285	9,921	12,166	15,058	16,518	14,755	18,092	22,394	24,565
	BUG Rating	B3-U0-G1	B3-U0-G1	B3-U0-G2	B3-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2	B5-U0-G3	B5-U0-G3	B5-U0-G3
	Lumens per Watt	146	139	128	124	150	143	133	128	154	146	135	129
SLL/ SLR	Lumens	4,225	5,181	6,412	7,035	8,423	10,328	12,784	14,023	12,526	15,360	19,011	20,854
	BUG Rating	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G3	B1-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G4	B2-U0-G4	B3-U0-G4
	Lumens per Watt	124	118	109	105	128	122	113	109	130	124	115	109
RW	Lumens	4,887	5,994	7,418	8,138	9,745	11,950	14,791	16,224	14,492	17,770	21,995	24,128
	BUG Rating	B2-U0-G1	B3-U0-G1	B3-U0-G1	B3-U0-G1	B3-U0-G1	B3-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2
	Lumens per Watt	144	136	126	121	148	141	131	126	151	143	132	126
AFL	Lumens	4,901	6,009	7,438	8,159	9,771	11,981	14,829	16,268	14,532	17,818	22,054	24,193
	BUG Rating	B1-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G1	B2-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G2	B3-U0-G2	B3-U0-G2
	Lumens per Watt	144	137	126	122	148	141	131	126	151	144	133	127

NOTES: 1. Photometric data published here for 740, 750, 760 Color Temperature options. For other options, refer to published IES files on product webpage or Supplemental Performance Tables.

Power and Lumens (4-6 Light Squares)

Supplemental Performance Guide

Number of Light Squares		SA4A	SA4B	SA4C	SA4D	SA5A	SA5B	SA5C	SA5D	SA6A	SA6B	SA6C	SA6D
Square Count		4	4	4	4	5	5	5	5	6	6	6	6
Drive Current (mA)		615	800	1050	1200	615	800	1050	1200	615	800	1050	1200
Power (Watts)		129	171	225	258	162	210	279	320	193	249	333	382
Input Current @ 120V (A)		1.16	1.54	2.03	2.31	1.44	1.90	2.55	2.94	1.73	2.26	3.06	3.56
Input Current @ 208V (A)		0.65	0.88	1.11	1.27	0.84	1.06	1.37	1.57	0.99	1.24	1.64	1.87
Input Current @ 240V (A)		0.56	0.76	0.96	1.10	0.74	0.92	1.19	1.35	0.87	1.08	1.41	1.61
Input Current @ 277V (A)		0.52	0.72	0.83	0.96	0.69	0.83	1.03	1.18	0.81	0.95	1.23	1.39
Input Current @ 347V (A)		0.39	0.49	0.64	0.78	0.49	0.63	0.82	0.96	0.60	0.77	1.00	1.15
Input Current @ 480V (A)		0.30	0.37	0.48	0.60	0.38	0.48	0.61	0.73	0.48	0.59	0.75	0.85
Distribution [1]													
T2	Lumens	18,696	22,927	28,377	31,129	23,043	28,257	34,975	38,366	27,605	33,851	41,897	45,962
	BUG Rating	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5
	Lumens per Watt	145	134	126	121	142	135	125	120	143	136	126	120
T2R	Lumens	20,017	24,545	30,380	33,327	24,669	30,251	37,442	41,074	29,554	36,241	44,856	49,206
	BUG Rating	B2-U0-G3	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G5
	Lumens per Watt	155	144	135	129	152	144	134	128	153	146	135	129
T3	Lumens	19,106	23,430	28,999	31,811	23,548	28,877	35,741	39,207	28,210	34,593	42,816	46,969
	BUG Rating	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G4	B3-U0-G4	B3-U0-G5	B4-U0-G5
	Lumens per Watt	148	137	129	123	145	138	128	123	146	139	129	123
T3R	Lumens	19,428	23,824	29,488	32,346	23,944	29,363	36,343	39,868	28,685	35,175	43,537	47,759
	BUG Rating	B2-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5
	Lumens per Watt	151	139	131	125	148	140	130	125	149	141	131	125
T4FT	Lumens	19,251	23,607	29,219	32,054	23,727	29,097	36,014	39,506	28,425	34,857	43,142	47,326
	BUG Rating	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B4-U0-G5
	Lumens per Watt	149	138	130	124	146	139	129	123	147	140	130	124
T4W	Lumens	18,876	23,146	28,648	31,427	23,264	28,528	35,310	38,734	27,868	34,174	42,298	46,400
	BUG Rating	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G4	B3-U0-G4	B3-U0-G5	B4-U0-G5	B3-U0-G4	B3-U0-G5	B4-U0-G5	B4-U0-G5
	Lumens per Watt	146	135	127	122	144	136	127	121	144	137	127	121
SL2	Lumens	18,726	22,963	28,421	31,178	23,080	28,302	35,030	38,426	27,649	33,904	41,964	46,034
	BUG Rating	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G4	B3-U0-G5	B3-U0-G5	B4-U0-G5	B3-U0-G5	B3-U0-G5	B4-U0-G5	B4-U0-G5
	Lumens per Watt	145	134	126	121	142	135	126	120	143	136	126	121
SL3	Lumens	19,075	23,391	28,952	31,760	23,511	28,831	35,684	39,145	28,166	34,538	42,749	46,894
	BUG Rating	B2-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5
	Lumens per Watt	148	137	129	123	145	137	128	122	146	139	128	123
SL4	Lumens	18,222	22,345	27,656	30,339	22,459	27,540	34,086	37,392	26,905	32,992	40,835	44,795
	BUG Rating	B2-U0-G4	B2-U0-G5	B3-U0-G5	B3-U0-G5	B2-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5
	Lumens per Watt	141	131	123	118	139	131	122	117	139	132	123	117
5NQ	Lumens	19,636	24,078	29,802	32,692	24,201	29,677	36,731	40,294	28,992	35,552	44,003	48,270
	BUG Rating	B4-U0-G2	B4-U0-G2	B5-U0-G2	B5-U0-G2	B4-U0-G2	B5-U0-G2	B5-U0-G3	B5-U0-G3	B4-U0-G2	B5-U0-G3	B5-U0-G3	B5-U0-G3
	Lumens per Watt	152	141	132	127	149	141	132	126	150	143	132	126
5MQ	Lumens	20,341	24,945	30,873	33,868	25,071	30,744	38,052	41,743	30,035	36,830	45,584	50,006
	BUG Rating	B4-U0-G2	B5-U0-G3	B5-U0-G3	B5-U0-G4	B5-U0-G3	B5-U0-G3	B5-U0-G4	B5-U0-G4	B5-U0-G3	B5-U0-G4	B5-U0-G4	B5-U0-G4
	Lumens per Watt	158	146	137	131	155	146	136	130	156	148	137	131
5WQ	Lumens	19,872	24,368	30,161	33,086	24,493	30,035	37,174	40,780	29,341	35,980	44,532	48,852
	BUG Rating	B5-U0-G3	B5-U0-G3	B5-U0-G4	B5-U0-G4	B5-U0-G3	B5-U0-G4	B5-U0-G4	B5-U0-G4	B5-U0-G4	B5-U0-G4	B5-U0-G5	B5-U0-G5
	Lumens per Watt	154	143	134	128	151	143	133	127	152	144	134	128
SLL/ SLR	Lumens	16,870	20,688	25,605	28,089	20,793	25,496	31,559	34,620	24,908	30,545	37,805	41,472
	BUG Rating	B2-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5
	Lumens per Watt	131	121	114	109	128	121	113	108	129	123	114	109
RW	Lumens	19,519	23,935	29,625	32,498	24,057	29,500	36,512	40,054	28,818	35,340	43,739	47,982
	BUG Rating	B4-U0-G2	B4-U0-G2	B5-U0-G3	B5-U0-G3	B4-U0-G2	B5-U0-G3	B5-U0-G3	B5-U0-G3	B5-U0-G3	B5-U0-G3	B5-U0-G4	B5-U0-G4
	Lumens per Watt	151	140	132	126	149	140	131	125	149	142	131	126
AFL	Lumens	19,571	24,000	29,705	32,586	24,121	29,578	36,611	40,162	28,896	35,434	43,858	48,112
	BUG Rating	B2-U0-G2	B3-U0-G2	B3-U0-G3	B3-U0-G3	B3-U0-G2	B3-U0-G3	B3-U0-G3	B3-U0-G3	B3-U0-G3	B3-U0-G3	B3-U0-G3	B3-U0-G3
	Lumens per Watt	152	140	132	126	149	141	131	126	150	142	132	126

NOTES: 1. Photometric data published here for 740, 750, 760 Color Temperature options. For other options, refer to published IES files on product webpage or Supplemental Performance Tables.

Control Options

0-10V
This fixture provides 0-10V dimming wire leads for use with a lighting control panel or other control method.

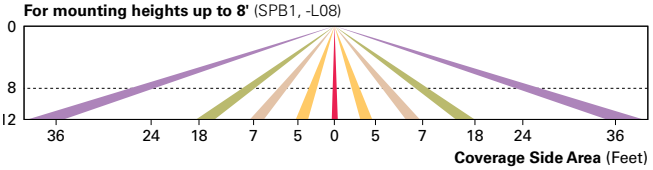
Photocontrol (PR and PR7)
Photocontrol receptacles provide a flexible solution to enable "dusk-to-dawn" lighting by sensing light levels. Advanced control systems compatible with NEMA 7-PIN standards can be utilized with the PR7 receptacle.

After Hours Dim (AHD)
This feature allows photocontrol-enabled luminaires to achieve additional energy savings by dimming during scheduled portions of the night. The dimming profile will automatically take effect after a “dusk-to-dawn” period has been calculated from the photocontrol input. Specify the desired dimming profile for a simple, factory-shipped dimming solution requiring no external control wiring. Reference the After Hours Dim supplemental guide for additional information.

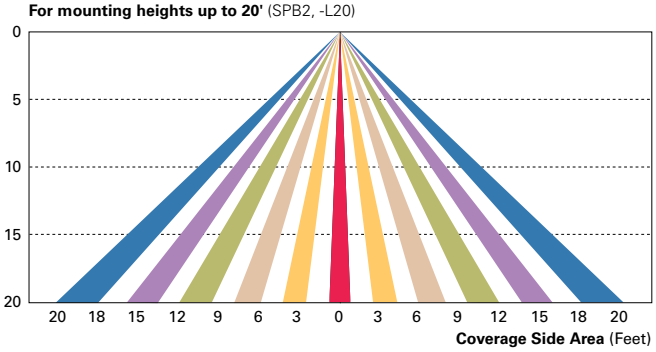
Dimming Occupancy Sensor (SPB, MS/DIM-LXX, MS/X-LXX and MS-LXX)
When a sensor for dimming operation (MS/DIM) option is selected, the luminaire will dim down to approximately 50 percent power after five mintues of no activity detected. When activity is detected, the luminaire returns to full light output. When a sensor for ON/OFF operation (MS-LXX) is selected, the luminaire will turn off after five minutes of no activity. When a sensor for bi-level operation (MS/X) is selected, the specified number of light engines will shut off after five minutes of inactivity. The remaining light engines will remain on. The SPB sensor is factory preset to dim down to approximately 10% power with a time delay of five minutes. The SPB requires the Sensor Configuration mobile application by Wattstopper or iOS and Android devices to change factory default dimming level, time delay, sensitivity and other parameters.

These occupancy sensors include an integral photocell that can be activated or inactivated with the programming remote / configuration tool for “dusk-to-dawn” control or daylight harvesting - the factory preset is OFF (Disabled.) The programming remote / tool is a wireless tool that can be utilized to change the dimming level, time delay, sensitivity and other parameters. A variety of sensor lenses are available to optimize the coverage pattern for mounting heights from 8’-40’.

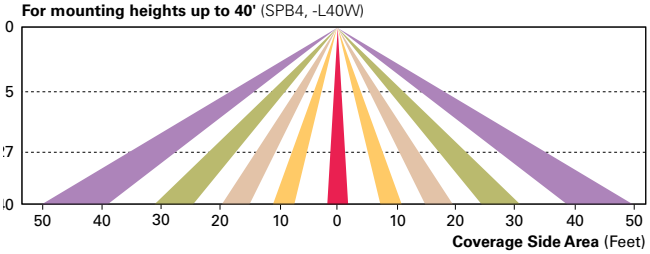
For mounting heights up to 8' (SPB1, -L08)



For mounting heights up to 20' (SPB2, -L20)



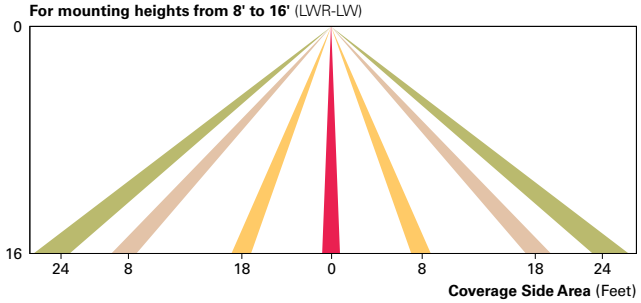
For mounting heights up to 40' (SPB4, -L40W)



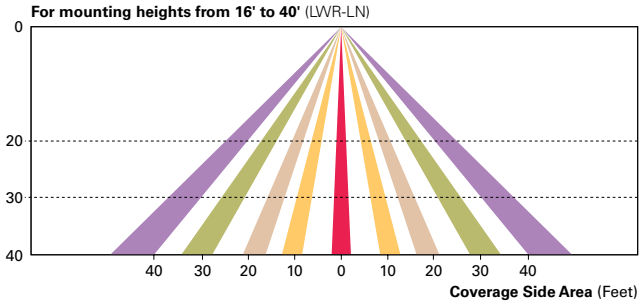
WaveLinx Wireless Control and Monitoring System Available in 7-PIN configurations, the WaveLinx Outdoor control platform operates on a wireless mesh network based on IEEE 802.15.4 standards enabling wireless control of outdoor lighting. Use the WaveLinx Mobile application for set-up and configuration. At least one Wireless Area Controller (WAC) is required for full functionality and remote communication (including adjustment of any factory pre-sets).
WaveLinx Outdoor Control Module (WOLC-7P-10A) A photocontrol that enables astronomic or time-based schedules to provide ON, OFF and dimming control of fixtures utilizing a 7-PIN receptacle. The out-of-box functionality is ON at dusk and OFF at dawn.

Enlighted Wireless Control and Monitoring System (LWR-LW and LWR-LN)
Enlighted is a connected lighting solution that combines LED luminaires with an integrated wireless sensor system. The sensor controls the lighting system in compliance with the latest energy codes and collects valuable data about building performance and use. Software applications turn the granular data into information through energy dashboards and specialized apps that make it simple and help optimize the use of building resources, beyond lighting.

For mounting heights from 8' to 16' (LWR-LW)



For mounting heights from 16' to 40' (LWR-LN)



LumenSafe (LD)
The LumenSafe integrated network camera is a streamlined, outdoor-ready camera that provides high definition video surveillance. This IP camera solution is optically designed to integrate into virtually any video management system or security software platform of choice. No additional wiring is needed beyond providing line voltage power to the luminaire. LumenSafe features factory-installed power and networking gear in a variety of networking options allowing security integrators to design the optimal solution for active surveillance.

Cooper Lighting Solutions
1121 Highway 74 South
Peachtree City, GA 30269
P: 770-486-4800
www.cooperlighting.com
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All Rights Reserved.

Specifications and dimensions
subject to change without notice.

ELECTRICAL, LIGHTING, DATA COMMUNICATIONS AND SECURITY PRODUCTS
AND RELATED PRODUCTS, SERVICES AND SOLUTIONS
Executive Summary

Lead Agency: City of Kansas City, Missouri

Solicitation: RFP365

RFP Issued: September 6, 2017

Pre-Proposal Date: September 20, 2017

Response Due Date: October 6, 2017

Proposals Received: #3

Awarded to: Graybar Electric Company, Inc. contract #EV2370

The City of Kansas City, Missouri Procurement Services Division issued RFP #EV2370 on September 6, 2017, to establish a national cooperative contract for Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions.

The solicitation included cooperative purchasing in Section 1. Master Agreement:

The City of Kansas City, MO (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Electrical, Lighting, Data Communications, and Security Products and Related Products, Services and Solutions (herein "Products and Services").

And Section 3. U.S. Communities:

U.S. Communities Government Purchasing Alliance (herein "U.S. Communities") assists Participating Public Agencies to reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein "Lead Public Agencies"). The contracts provide for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Seattle.gov – The Buy Line Blog
- Daily Journal of Commerce, OR
- The Advocate, LA
- The Honolulu Star, HI
- DEMANDSTAR, ONVIA
- City of Kansas City, Missouri
- Merx.com
- The New York State Contract Reporter
- Washington Electronic Business Solution
- U.S. Communities - Website

On October 6, 2017 proposals were received from the following offerors:

- Graybar Electric Company, Inc.
- HB (Delivering Systems LLC/DBA High Biometrics)
- supplyFORCE

Upon evaluation, the committee elected to award to the most responsive proposal Graybar Electric Company, Inc. for electrical, lighting, data communications and security products and related products, services and solutions.

Contract includes:

Graybar offers a robust selection of products in electrical and lighting, data communication and security, hardware, and services. Solution benefits include:

- Comprehensive Products, Services, & Solutions
- Next day service is free of charge for materials stocked in the branch and within the standard service area
- Volume Incentive

Term:

Contract period from February 1, 2018 through January 31, 2023 with the option to renew to for up to three (3) additional two (2) year terms through January 31, 2029.

Pricing/Discount: Discounts are based on Graybar List Price or Cost in effect at the time of order. Visit Graybar landing page *Graybar Online Store* for more details.

OMNIA Partners, Public Sector Landing Pages: https://www.omniapartners.com/publicsector/contracts/supplier-contracts/graybar

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

September 1, 2023

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by Omnia Partners Public Sector ("Omnia"), a national purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department's review, the competitive bid process used by Omnia is approved for use through **December 31, 2024**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

Prior to utilizing Omnia, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that Omnia, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Omnia's competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than $100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase orders to Graybar Electric Co Inc & Southern Lighting & Traffic Systems for 133 decorative iron street light poles and luminaire light fixtures for St Louis Street.
TIF

Amount of Contract:

$646,608.76

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20231205 Graybar Agenda Package POs	Cover Memo	12/6/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/7/2023 - 3:09 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
2620, 2626	2024	(2045) MAJOR PROJECTS	133 DECORATIVE IRON STREET LIGHT POLES AND LUMINAIRE LIGHT FIXTURES FOR ST LOUIS STREET (SEALED BID 5814)	$646,608.76	(075199) GRAYBAR ELECTRIC CO INC; (278464) SOUTHERN LIGHTING & TRAFFIC SYSTEMS

Adopted:

_____
City Clerk

December 6, 2023

To Whom It May Concern:

The attached requisitions are for the 133 decorative light poles and fixtures for the St. Louis Street complete streets construction. The funding for this purchase has been allocated from TIF funds.

Decorative Poles	REQ# 2620	$ 407,740.76
Decorative Fixtures	REQ# 2626	$ 238,868.00
TOTAL		**$ 646,608.76**

The Innovating St. Louis Street: Mobile's Technology Corridor project grant was awarded to the Alabama Department of Conservation and Natural Resources under the Direct Component for the planning, designing and reconstruction of the existing utilities along St. Louis Street in Mobile, AL. The project will repair and replace deteriorated infrastructure on St. Louis Street in the downtown business district of the City of Mobile. This project was awarded on February 25, 2020, and the City of Mobile is the subrecipient. These federal funds originated from the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act/Direct Component/US Treasury).

We look forward to continued communication on this important project. Please call either Jennifer Greene with questions at 251-208-7199 or email at jennifer.greene@cityofmobile.org

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Public Works

Bill To	Requisition 00002620-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5023.45.00.0000.0000.0000.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	TRAFFIC ENGINEERING
4359 HALLS MILL RD	852 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	WHITEJ@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	ST. LOUIS ST. PROJECT
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604
	Delivery Reference
	ST. LOUIS ST. PROJECT

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/05/23	075199	12/29/23			MAJOR PROJECTS

LN	Description / Account	Qty	Unit Price	Net Price
001	POLE DUCTILE IRON, DECORATIVE STREET LIGHT POLE, 11' ARCADIAN- FINISH PAINTED BLACK, GFCI RECEPTACLE; ONE PIECE FLARE TOP WITH HIGH TENON HEAVY WALL ASTM A-48-83 BOLT CIRCLE TO BE 12 INCH GALVANIZED ANCHOR BOLTS (4) 1/4"x 24" MUST MATCH SPRING CITY DPS ARC-20-11.00-TN3.50/3.50-GFWI-CW. AS PER MY BID 5814 AND YOUR BID RESPONSE. Vendor Item Inventory Item/Loc 18104	133.00 EACH	3065.72000	407740.76
1	5023.45.00.0000.0000.0000.0000.0000.47020. E G-STLOUIS .LIGHTING . .			407740.76

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
ST. LOUIS ST. PROJECT

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
ST. LOUIS ST. PROJECT

Bill To	Requisition 00002620-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5023.45.00.0000.0000.0000.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	TRAFFIC ENGINEERING
4359 HALLS MILL RD	852 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	WHITEJ@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	ST. LOUIS ST. PROJECT
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604
	Delivery Reference
	ST. LOUIS ST. PROJECT

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/05/23	075199	12/29/23			MAJOR PROJECTS

LN	Description / Account	Qty	Unit Price	Net Price
Requisition Link				
	Requisition Total			407740.76

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E G-STLOUIS .LIGHTING . .	407740.76	6621001.24

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
5023.45.00.0000.0000.0000.0000.0000.47020.	407740.76	21843832.34
RESTORE GRANT EXP EQUIPMENT (LESS THAN $5000)		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	12/05/23	JENNIFER GREENE	
Approved	12/05/23	DONNA BRYARS	Auto approved by: 9105thrr
Approved	12/05/23	TRAVIS MARSHALL	Auto approved by: 9105thrr
Approved	12/05/23	CODY SCOTT	Auto approved by: 9105thrr
Approved	12/05/23	RANDY THREADGILL	
Approved	12/05/23	TAMMY BROADHEAD	Auto approved by: 910518820
Approved	12/05/23	EMILY NORTON	

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00002626-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5023.45.00.0000.0000.0000.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SOUTHERN LIGHTING & TRAFFIC SYSTEMS	TRAFFIC ENGINEERING
113 INDUSTRIAL PARK DRIVE	852 GAYLE STREET
	MOBILE, AL 36604
CUMMING, GA 30040	WHITEJ@CITYOFMOBILE.ORG
Tel#205-999-1950	Delivery Reference
	FOR ST. LOUIS ST PROJECT
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604
	Delivery Reference
	FOR ST LOUIS ST PROJECT

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/05/23	278464	12/30/23			MAJOR PROJECTS

LN	Description / Account	Qty	Unit Price	Net Price
001	LIGHTING FIXTURE, PARAGON ACORN LUMINAIRE, LED KING LUMINAIRE GLOSS BLACK FINISH K124R-R1AR-111-100 (SSL)-1063-120:277-K12-5K-WRS-GLOSS BLACK. AS PER MY BID 5814 AND YOUR BID RESPONSE. Inventory Item/Loc 18075	133.00 EACH	1796.00000	238868.00
1	5023.45.00.0000.0000.0000.0000.0000.47020. E G-STLOUIS .LIGHTING . .			238868.00

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
FOR ST. LOUIS ST PROJECT

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
FOR ST LOUIS ST PROJECT

Requisition Link

Requisition Total 238868.00

***** Project Ledger Summary Section *****

Bill To	Requisition 00002626-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5023.45.00.0000.0000.0000.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SOUTHERN LIGHTING & TRAFFIC SYSTEMS	TRAFFIC ENGINEERING
113 INDUSTRIAL PARK DRIVE	852 GAYLE STREET
	MOBILE, AL 36604
CUMMING, GA 30040	WHITEJ@CITYOFMOBILE.ORG
Tel#205-999-1950	Delivery Reference
	FOR ST. LOUIS ST PROJECT
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604
	Delivery Reference
	FOR ST LOUIS ST PROJECT

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/05/23	278464	12/30/23			MAJOR PROJECTS

LN	Description / Account	Qty	Unit Price / Amount	Net Price / Remaining Budget
	Account			
	E G-STLOUIS .LIGHTING . .		238868.00	6621001.24

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
5023.45.00.0000.0000.0000.0000.0000.47020.	238868.00	21843832.34

RESTORE GRANT EXP EQUIPMENT (LESS THAN $5000)

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	12/05/23	JENNIFER GREENE	
Approved	12/05/23	DONNA BRYARS	Auto approved by: 9105thrr
Approved	12/05/23	TRAVIS MARSHALL	Auto approved by: 9105thrr
Approved	12/05/23	CODY SCOTT	Auto approved by: 9105thrr
Approved	12/05/23	RANDY THREADGILL	
Approved	12/05/23	TAMMY BROADHEAD	Auto approved by: 910518820
Approved	12/05/23	EMILY NORTON	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5814

STREET LIGHTING

VENDORS		SOUTHERN LIGHTING & TRAFFIC SYSTEMS	GRAYBAR	CONSOLIDATED ELECTRICAL DISTRIBUTORS	
Line					
1	LIGHTING FIXTURE, PARAGON ACORN LUMINAIRE-LED KING LUMINAIRE, GLOSS BLACK FINISH K124R-R1AR-III-100 (SSL)-1063-120V-K12-5K-WRS	$ 1,796.00	NO BID	$ 2,450.00	
2	POLE, DUCTILE IRON, DECORATIVE STREET LIGHT POLE 11' ARCADIAN FINISH PAINTED BLACK, GFCI RECEPTACLE ONE PIECE FLARE TOP WITH HIGH TENON HEAVY WALL ASTM A-48-83, BOLT CIRCLE TO BE 12 INCH GALVANIZED ANCHOR BOLTS (4) 3/4 INCH X 24 INCH, MUST MATCH EXISTING POLES SPRING CITY DPSARC-20-11.00-TN3.50/3.50 GFWI-CW	BID PRICE OF $2950.00 LOCAL VENDOR ADJUSTMENT $3245.00	$ 3,065.72	$ 3,800.00	

STATE OF ALABAMA LOCAL VENDOR PREFERENCE LAW 41-16-50 (a) AND (d)

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644

Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 005

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
05/31/2023	**5814**	**TRAFFIC**	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, FRIDAY, JUNE 16, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					

STREET LIGHTING
THIS BID REPLACES BID 5787

QTY 1-100

LIGHTING FIXTURE, PARAGON ACORN LUMINAIRE-LED,
KING LUMINAIRE, GLOSS BLACK FINISH
K124R-R1AR-III-100(SSL)-1063-120V-K12-5K-WRS
(see attached drawing) NO SUBSTITUIONS MUST MATCH EXISTING

Make_____Model_____

QTY 1-100

POLE, DUCTILE IRON, DECORATIVE, STREET LIGHT POLE,
11' ARCADIAN-FINISH, PAINTED BLACK, GFCI RECEPTACLE,
ONE PIECE FLARE TOP WITH HIGH TENON, HEAVY WALL
ASTM A-48-83, BOLT CIRCLE TO BE 12 INCH GALVANIZED
ANCHOR BOLTS (4) ¾ INCH X 24 INCH, MUST MATCH EXISTING
POLES SPRING CITY DPSARC-20-11.00-TN3.50/3.50-GFWI-CW
(see attached drawing) NO SUBSTITUIONS MUST MATCH EXISTING

Make_____Model_____

Quanties listed are approximations.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

Pricing to be firm for a six (6) month period after award of bid. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for five (5) additional six (6) month periods.

If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. Questions are not to be directed to a department. Any answers received not via purchasing@cityofmobile.org are not official and will not be honored.

TO BE AWARDED ON A LINE ITEM BASIS

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of competed order.

CITY OF MOBILE
SPECIFICATIONS FOR ROADWAY LIGHT POLE & LUMINAIRE
Downtown Standards
April 2023

I. General.

The following are the requirements for ductile iron roadway light pole and luminaire to meet the standards established within Downtown Mobile. The light pole shall consist of a one-piece fluted, tapered pole, anchor bolts, base plate, and any other features as described in this specification. The luminaire shall be an acorn style fixture complete with ring, struts and finial.

II. Light pole.

The pole shall consist of an 8-fluted (alternating curved and flat) tapered shaft manufactured in one piece cast ductile iron per A536-84 Grade 65-45-12. The octagonal pole shall be 11-feet in height with a nominal 20-inch outside bottom diameter at the base (flat to flat). Shaft shall range from approximately 20-inch at the bottom of the shaft to 205-inch at top of shaft with a flared finish width of 5-3/4-inch. The tenon shall be 3-1/2-inch diameter and 3-1/2-inch tall. The pole shall include an access door and tamper proof hex socket security machine screws for fastening to the pole.

The pole shall be primed and finished black.

Each pole will have grounding provisions inside the pole base opposite the access door to accommodate a 1/4-inch ground stud (stud not included).

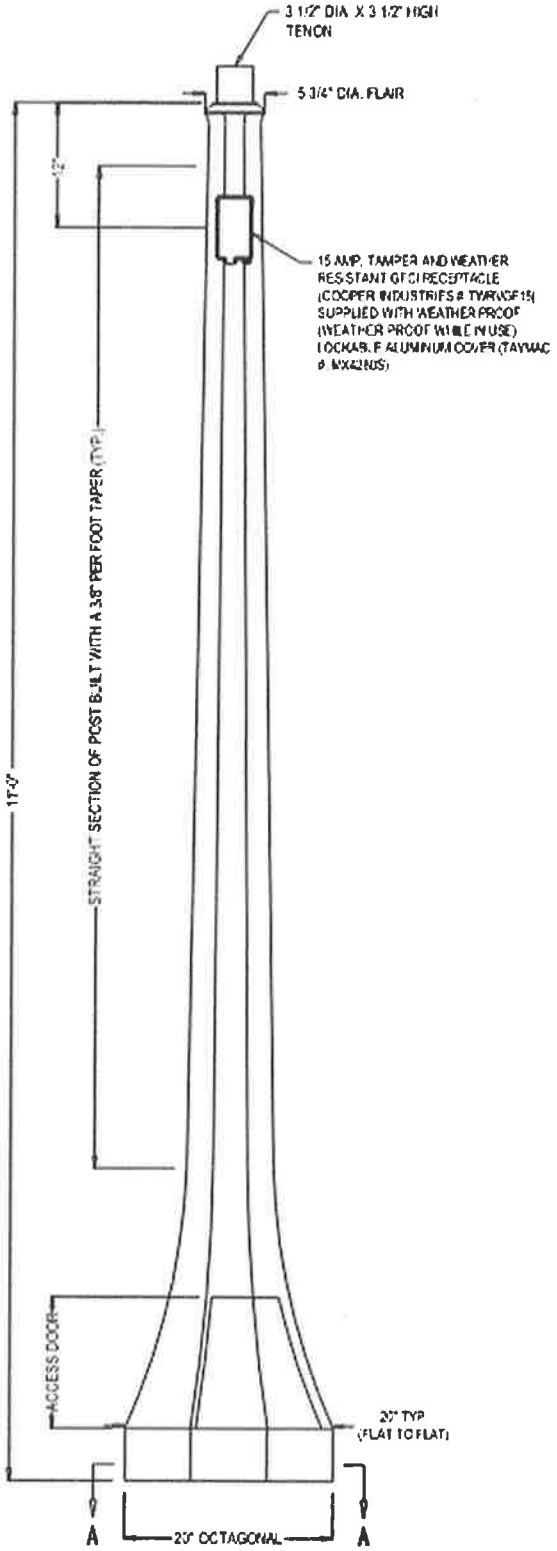
The aluminum base plate of the pole shall be designed to accommodate a 12-inch bolt circle pattern. Pole shall come complete with four 3/4-inch x 24-inch L-type anchor bolts with 3" horizontal bend manufactured of hot-dipped galvanized steel. The anchor bolt assembly shall also include one nut and one washer per bolt. A 3" bolt projection is required.

The pole shall include a GFCI receptacle with in-use weather-proof cover centered 12-inches from top of pole. The cover shall be aluminum and finished textured black to match the pole. Orientation shall be forty-five degrees from access door.

III. Luminaire.

The luminaire shall be a decorative acorn consisting of a textured polycarbonate lens, ring and strut housing and vented finial. The luminaire shall be a 100 W LED fixture, designed for 120-277 voltage and a Type III light distribution. The overall fixture height shall measure 41-11/16-inch. The cast aluminum collar shall be 8-3/8-inch tall and size to accept a 3-1/2 inch diameter by 3-1/2-inch tall pole tenon. The finish shall be textured gloss black.

Example Illustrations.



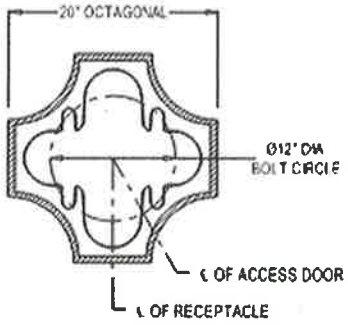
LAMP POST SPECIFICATIONS

STYLE:	ARCADIAN WITH THE MOBILE TOP
HEIGHT	11'-0"
BASE	20" OCTAGONAL (FLAT TO FLAT)
MATERIAL:	ONE PIECE, CAST DUCTILE IRON PER A536-84 GRADE 65-45-12
FINISH	PRIME PAINT THEN FINISH SHERWIN WILLIAMS ACROLON - CLASSIC BLACK
ACCESS DOOR	LOCATED IN BASE SECURED WITH TAMPER PROOF HEX SOCKET SECURITY MACHINE SCREWS
GROUND PROVISIONS	DRILL AND TAP INSIDE WALL OF BASE OPPOSITE ACCESS DOOR TO ACCOMMODATE A 1/4"-20 GROUND STUD (STUD SUPPLIED BY OTHERS)
ANCHOR BOLTS:	(4) 3/4" DIA. X 24" LONG + 3" HOOK (FULLY GALVANIZED WITH 1 GALVANIZED NUT AND 1 GALVANIZED WASHER PER BOLT)
BOLT PROJECTION	3" REQUIRED
TENON:	3 1/2" DIA. X 3 1/2" HIGH

CATALOG NO.

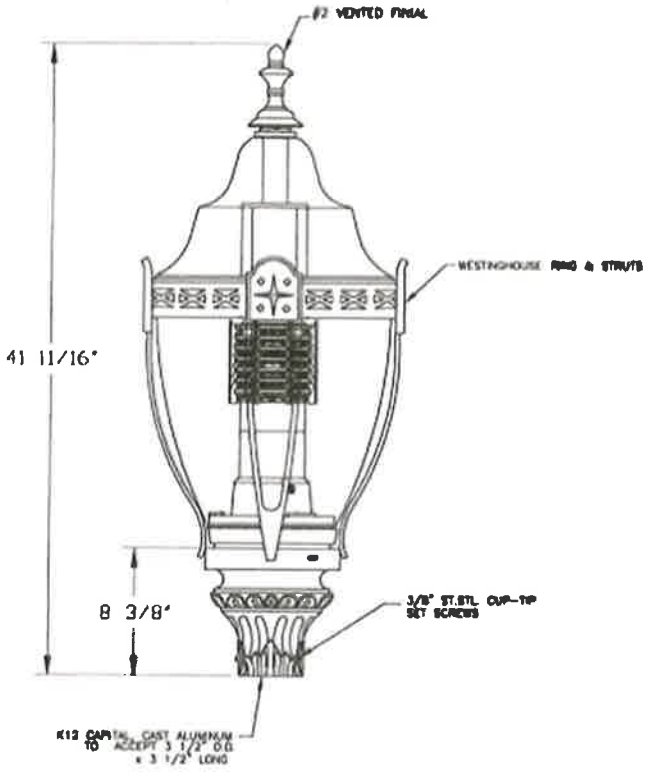
W/ RECEPTACLE	DPSARC-20-11.00-M5-TN3.50-3.50-GFWI-CB
W/O RECEPTACLE:	DPSARC-20-11.00-M5-TN3.50-3.50-CB
ANCHOR BOLTS	323-1NW

- GFCI RECEPTACLE REQUIRED
- ANCHOR BOLTS REQUIRED



SECTION A-A
BASE PLATE DETAIL

Example Illustrations.



LUMINAIRE SPECIFICATIONS

CATALOGUE NO.:	K124-R1AR-III-100(SSL)-1063 -120:277-K12-WRS-4K-BK
GLOBE MOUNTING:	NON-ROTOLOCK
OPTICAL SYSTEM:	REFRACTIVE ARRAY ACRYLIC RIPPLED
IES CLASS.:	TYPE III
WATTAGE:	100W (1063 SERIES) SOLID STATE LIGHTING
LINE VOLTAGE:	120:277V
CCT:	4000K
POLE ADAPTOR:	K12
PAINT:	TEXTURED (GLOSS) BLACK
OPTIONS:	WESTINGHOUSE RING & STRUTS

OPTIONS

QUICK DISCONNECT	☒
TERMINAL BLOCK	☐

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Kaseware for annual renewal investigation management software for MPD.
Drug Enforcement Expense

Amount of Contract:

$36,000.00

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20231205 Kaseware Agenda Package POs	Cover Memo	12/5/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/7/2023 - 3:09 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
2483	2024	(1530) POLICE ADMIN SERVICES	ANNUAL RENEWAL OF INVESTIGATION MANAGEMENT SOFTWARE FOR MPD (EXEMPT AS SOFTWARE)	$36,000.00	(297346) KASEWARE

Adopted:

_____
City Clerk

Bill To	Requisition 00002483-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
KASEWARE	POLICE HEADQUARTERS
191 UNIVERSITY BLVD. SUITE 170	2460 GOVERNMENT STREET
5136784272	MOBILE, AL 36606
DENVER, CO 80206	
Tel#5136784272	Delivery Reference
	PC
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/01/23	297346				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	ANNUAL RENEWAL OF SOFTWARE PURCHASED PER BID #5567 AND YOUR QUOTE #1195.			
001	KASEWARE SOFTWARE ANNUAL SUBSCRIPTION RENEWAL-FULL USER LICENSE- START: 10/17/2023-10-16/2024	30.00 EACH	1200.00000	36000.00
	Additional Description Notes			
	KASEWARE SOFTWARE ANNUAL SUBSCRIPTION RENEWAL-FULL USER LICENSE- START: 10/17/2023-10-16/2024			
	QUOTE ATTACHED: 1530			
1	4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS. .			36000.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC			
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET			

Bill To	Requisition 00002483-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
KASEWARE 191 UNIVERSITY BLVD. SUITE 170 5136784272 DENVER, CO 80206 Tel#5136784272	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/01/23	297346				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36606			

Requisition Link

	Requisition Total	36000.00

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E G-DRUG-ST .OPERSUPPLS. .	36000.00	.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
4035.30.15.0000.0000.1530.0000.0000.44020.	36000.00	21843832.34

DRUG ENFORCEMENT FUND EXP OPERATING SUPPLIES

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Forward	12/01/23	JAMES BARBER	Automatic Forward to 910519885
Approved	12/01/23	RODNEY GREELEY	Auto approved by: 910519885
Approved	12/01/23	JOSEPH KENNEDY	Auto approved by: 910519885
Approved	12/01/23	Brandi Montgomery	
Approved	12/01/23	WILLIAM JACKSON	Auto approved by: 910519885
Approved	12/01/23	PAUL PRINE	Auto approved by: 910519885
Approved	12/01/23	WILLIAM REED	Auto approved by: 910519885
Approved	12/04/23	TRAVIS MARSHALL	Auto approved by: 9105thrr
Approved	12/04/23	LAPORTSIA NETTLES	Auto approved by: 9105thrr
Approved	12/04/23	RANDY THREADGILL	
Approved	12/05/23	DONALD ROSE	Approved by: 9105fola
Approved	12/05/23	SANDRA LEWIS	Auto approved by: 910516727
Approved	12/05/23	STEVEN KRONINGER	Auto approved by: 910516727
Approved	12/05/23	SAMANTHA COOLEY	Auto approved by: 910516727

Bill To	Requisition 00002483-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
KASEWARE 191 UNIVERSITY BLVD. SUITE 170 5136784272 DENVER, CO 80206 Tel#5136784272	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/01/23	297346				POLICE ADMIN SERVICES

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	12/05/23	JOHN PAINE		Auto approved by: 910516727	
	Approved	12/05/23	MICHAEL SPAFFORD		Auto approved by: 910516727	

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Submitted by:

Relya Gill McMillian
Capital Projects Administrator

Sponsored by:

William S. Stimpson
Mayor

Purpose and Scope of Project:

To transfer $1,750,000 from unassigned fund balance in the General Fund (Fund 1000) to Capital Project #C0718 Animal Shelter Facility. These funds will be used for site work and related expenditures.

Funding Source

Project # C0718 Animal Shelter Facility	**Discretionary Funds**
Project String 2000.2000	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
New Animal Shelter Facility Cover Memo		12/5/2023

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	12/5/2023 - 10:35 AM
Budget	Moore, Rick	Approved	12/5/2023 - 12:30 PM
Legal	Kern, Chris	Approved	12/7/2023 - 11:45 AM
Legal	Kern, Chris	Approved	12/7/2023 - 11:47 AM
Mayors			12/7/2023 - 3:06

Office	Montgomery, Brandi	Approved	PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, **ALABAMA,** that the sum of $1,750,000.00 be specifically allocated pursuant to Alabama Code Section 11-44C-57 from the Unassigned Fund Balance in the General Fund (Fund 1000) to Capital Improvement Fund (Fund 2000) Capital Project #C0718 Animal Shelter Facility.

These funds will be used for site work and related expenditures for the new animal shelter facility.

ADOPTED:

_____

CITY CLERK

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

To provide janitorial services at the Mobile Alabama Cruise Terminal for 3 years

Amount of Contract:

$41,784.00 per year for 3 years

Funding Source

Project # Mobile Alabama Cruise Terminal - Janitorial Services SC-012-24	**Discretionary Funds**
Project String 60206020-42140	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
SC-012-24 Mobile Alabama Cruise Terminal - Janitorial Services	Cover Memo	11/22/2023

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate Asset Management	Boatwright, Cassie	Approved	12/4/2023 - 5:24 PM
Budget	Moore, Rick	Approved	12/4/2023 - 5:14 PM
Legal	Kern, Chris	Approved	12/7/2023 - 11:52 AM
			12/7/2023 -

Legal	Kern, Chris	Approved	11:58 AM
Mayors Office	Montgomery, Brandi	Approved	12/7/2023 - 3:02 PM

RESOLUTION

2023

Sponsored by:
Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Service Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the service contract attached hereto and made a part hereof as though set forth in full. A copy of said service contract is on file in the office of the City Clerk.

Name of Company:	TOUCHDOWN CLEANING SERVICES, INC. d/b/a PERSONAL TOUCH CLEANING LLC
Project Name:	MOBILE ALABAMA CRUISE TERMINAL – JANITORIAL SERVICE (3-YEAR SERVICE CONTRACT)
Project Number:	SC-012-24
Amount:	$125,352.00 TOTAL CONTRACT VALUE
	$41,784.00 FIRST YEAR $41,784.00 SECOND YEAR $41,784.00 THIRD YEAR

Adopted:

_____
City Clerk

STANDARD SERVICE CONTRACT AGREEMENT BETWEEN CITY OF MOBILE AND SERVICE CONTRACTOR

This **AGREEMENT** made and entered into this _____ day of _____, in the year 20_____,

by and between **THE CITY OF MOBILE**, by its Mayor, duly authorized party of the first part, hereinafter called the "City",

And the **SERVICE CONTRACTOR**: TOUCHDOWN CLEANING SERVICES, INC.
d/b/a PERSONAL TOUCH CLEANING LLC
31446 COLEMAN LANE
SPANISH FORT, ALABAMA 36527

City of Mobile Business License Number: 561720

City of Mobile Vendor Number: 295368

Alabama Secretary of State Entity Number: 000-399-540

for the following PROJECT:

PROJECT NAME: SERVICE CONTRACT – JANITORIAL SERVICES

PROJECT LOCATION: MOBILE, ALABAMA CRUISE TERMINAL
201 SOUTH WATER STREET
MOBILE, ALABAMA 36602

PROJECT NUMBER: SC-012-24

County of Mobile
City of Mobile, Alabama

WITNESSETH, that this Service Contractor and the City of Mobile, for the considerations stated herein, agree as follows:

ARTICLE 1. Statement of Work to be Performed:
1.1 The Service Contractor shall furnish all labor, material, tools, equipment and supplies and perform all work required to provide janitorial services at the Mobile, Alabama Cruise Terminal, in strict accordance with the Contract Documents as listed in Article 6, all of which are made part hereof, as prepared by or under the direction of the Director of Real Estate & Asset Management.

ARTICLE 2. Term of Contract:
2.1 The work shall be commenced on the date of a written Notice to Proceed issued by the Owner. The Term of the Contract is for a period of one (1) year commencing on the date of the Notice to the Service Contractor to Proceed with the option to renew for two (2) additional one-year terms, by notifying the Service Contractor not less than thirty (30) days prior to the expiration date of the preceding term.

ARTICLE 3. Contract Sum:
3.1 The City shall pay the Service Contractor for the Term of the Contract and each of the two (2) additional terms, subject to additions and deductions provided herein, in current funds, the sum as follows:

Year 1 – Initial Term:

Forty-One Thousand Seven Hundred Eighty-Four and no/100 Dollars
(Amount in Words)

$ 41,784.00
(Amount in Numbers)

Year 2 – 1st Additional Term:

Forty-One Thousand Seven Hundred Eighty-Four and no/100 Dollars
(Amount in Words)

$ 41,784.00
(Amount in Numbers)

Year 3 – 2nd Additional Term:

Forty-One Thousand Seven Hundred Eighty-Four and no/100 Dollars
(Amount in Words)

$ 41,784.00
(Amount in Numbers)

Total Contract Amount (Year 1, 2, and 3 Total):

One Hundred Twenty-Five Thousand Three Hundred Fifty-Two and no/100 Dollars
(Amount in Words)

$ 125,352.00
(Amount in Numbers)

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

In case of any discrepancy, the amount in words shall govern this Bid.

3.2 Unit Prices:

UNIT PRICES – for Additional Services

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

Hourly Rates: For work performed outside the basic scope of services and not included in the total Bid:

A. Regular Time (8:00 AM to 5:00 PM, Monday through Friday):
$ 14.50 per hour

B. Overtime (5:00 PM to 8:00 AM, Monday through Friday, and Weekends):
$ 14.50 per hour

C. Overtime Holidays (City Holidays):
$ 14.50 per hour

Parts/Material: Service Contractor's direct cost plus fifteen (15%) percent.

ARTICLE 4. Payments:
4.1 The City shall pay the Service Contractor on account of the Contract as follows:

A. Payments shall be made on a monthly basis in twelve (12) equal installments, for completed work as specified.

B. Original invoices shall be delivered to the Building Services Project Manager for review and approval.

ARTICLE 5. Termination of the Contract:
5.1 The Owner or Service Contractor may terminate the Contract upon thirty (30) days written notice. The Owner shall pay the Service Contractor for work executed and for proven loss with respect to materials, equipment, tools and reasonable overhead.

5.2 The Owner shall not make payment to the Service Contractor for profit and damages, as the result of terminating the Contract.

ARTICLE 6. Contract Documents:
6.1 The contract documents consist of this Agreement, General Conditions of the Contract, and the Specifications (all of which are bound in the Project Manual), Addenda issued prior to the execution of the Contract, The Service Contractor's Proposal as accepted by the City, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification,

appears below:

1. This Instrument (Agreement)
2. Scope of Work
3. Bid Form
4. Exhibit A – Building Layouts
5. Exhibit B – Tentative Cruise Schedule
6. DBE Waiver
7. Alabama Secretary of State Documentation
8. E-Verify Documentation
9. Certificate of Insurance with Endorsements
10. General Conditions

ARTICLE 7. Insurance:

7.1 Required coverage:

7.1.1 For the term of this Agreement, Service Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Comprehensive Liability Insurance (occurrence form) including coverage for premises, products and complete operations, and blanket contractual liability, specifically covering the obligations assumed by the Service Contractor.

1. Bodily injury liability:
   $1,000,000 each person
   $1,000,000 each occurrence
2. Property damage liability - $1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above:
   Bodily injury and property damage combined –$1,000,000 per occurrence
4. General Aggregate limit shall apply on a "Per Project" Basis.

B. Comprehensive – Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles.

1. Bodily injury liability:
   $1,000,000 each person
   $1,000,000 each occurrence
2. Property damage liability - $1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above)
   Bodily injury and property damage combined – $1,000,000 per occurrence

C. Excess/Umbrella Liability Insurance

1. $1,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

2. Providing following form coverage for Employer's Liability, Comprehensive General Liability and Automotive Liability.

D. Workers' Compensation Insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

7.1.2 If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Service Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

7.1.3 Waiver of Subrogation - all policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

7.1.4 Additional Insured - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to name City of Mobile as an Additional Insured

7.1.5 Primary Insurance - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

7.1.6 Certificates of Insurance - prior to execution of the Agreement, Service Contractor shall deliver to the City of Mobile certificates of insurance certifying the existence and limits of the insurance coverages, noting applicable endorsements, described above, and shall deliver same and renewals thereof to the City of Mobile. The certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

7.2 General
7.2.1 A Surety authorized to do business in the State of Alabama shall execute and furnish all insurance. Insurance produced outside of the State of Alabama must be signed or countersigned by a Resident Agent of the State of Alabama, with resident agent's name, address and telephone number typed or printed on form.

ARTICLE 8. Miscellaneous Provisions
8.1 Breach of Contract: In the event of any breach or apparent breach by Service Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Service Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with

any litigation or in connection merely with advice and representation provided without litigation.

8.2 Indemnification: Service Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Service Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Service Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Service Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

8.3 Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

8.4 Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

8.5 Licenses, Permits, etc.: Service Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

8.6 No Agency Relationship Created: Service Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Service Contractor provided for herein are performed, but on the contrary, Service Contractor shall be wholly responsible therefore.

8.7 Anti-discrimination: Service Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable

effort to assure that fifteen (15%) percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

8.8 Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

8.9 State of Alabama Immigration Law: By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

8.10 Public contracts with entities engaging in certain boycott activities: By signing this contract, the Service Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

Remainder of Page Intentionally Left Blank

ARTICLE 9. Signature:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Service Contractor by such duly authorized officers or individuals as may be required by law.

OWNER:	**SERVICE CONTRACTOR:**
CITY OF MOBILE	**TOUCHDOWN CLEANING SERVICES, INC. d/b/a PERSONAL TOUCH CLEANING LLC**
_____	Clinton C. Mosley
Signature	Signature
William. S. Stimpson	Clinton C. Mosley, Owner
Mayor, City of Mobile	Printed Name and Title

(Corporate Seal if applicable)

ATTEST:

_____

City Clerk

STATE OF Alabama
COUNTY OF Baldwin

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Clinton C. Mosley as Owner of Touchdown Cleaning Services Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of ~~notary~~ Touchdown Cleaning Services Inc.
Sworn to and subscribed for me this 20 day of November, 2023.

_____
NOTARY PUBLIC
My Commission Expires: November 29, 2026

JHARNI JIA HUI LIM
NOTARY
PUBLIC
BALDWIN COUNTY, ALABAMA

Jharni Jia Hui Lim
Notary Public, Alabama State At Large
My Commission Expires November 29th, 2026

SCOPE OF WORK
SC-012-24
November 1, 2023

Scope of Services:
Work to be performed by Service Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, equipment and supplies, and all associated travel time and expenses required to provide and maintain the janitorial services at the Mobile, Alabama Cruise Terminal in accordance with the following:

General Requirements:

1. The Mobile, Alabama Cruise Terminal is a United States Port and is thus under the Department of Homeland Security Rules and Regulations. All workers must have a Transportation Worker Identification Credential (TWIC) badge or be directly supervised at all times by a representative of the Service Contractor with a TWIC badge, in accordance with Department of Homeland Security Regulations. TWIC badges must be worn and visible at all times while working at the Cruise Terminal. TWIC Badge requirements can be found at https://www.tsa.gov/for-industry/twic
2. Coordinate all work with the Cruise Terminal Director; give adequate advanced notice.
3. Service Contractor shall furnish adequate personnel to perform the specified work and shall allow sufficient time to properly do the work (i.e., Service Contractor must not cut work short if overtime pay is required to complete all tasks satisfactorily). This contract does NOT allow for overtime.
4. Work must be supervised at all times to assure that all work is satisfactorily performed.
5. Service Contractor employees must be carefully screened, trained, and supervised by Service Contractor and obtain a TWIC card.
6. When working, employees shall be neat in appearance and wear their TWIC card and have any other proper company identification on their persons.
7. Service Contractor employees shall not use personal telephones, radios, televisions or other electronic devices while on duty.
8. Service Contractor employees shall turn on lights only while cleaning and only in the area being cleaned. All lights (except those designated by the Terminal) shall be turned off when cleaning is complete.
9. Service Contractor employees shall use all means necessary to protect floors, walls, and furnishings from damage caused by Service Contractor equipment and cleaning materials.
10. If Service Contractor causes damages to any Cruise Terminal property in the course of its work, Service Contractor shall immediately notify the Cruise Terminal Director and shall have all repairs or replacements made at no cost to the Cruise Terminal.
11. Service Contractor will coordinate time, building access and other conditions necessary for cleaning with the Cruise Terminal.
12. Service Contractor shall provide all equipment necessary to perform the work as described in this section, including but not limited to: mops, clean mop heads, vacuum cleaners, carts, rags, toilet bowl brushes, extension poles, gloves, personal protective equipment, training, etc.

13. Cruise Terminal shall provide all chemical cleaners, additives, cleaning solutions, etc., along with all can liners. Service Contractor will provide weekly inventory list on all necessary items.
14. Whenever chemicals or cleaning solutions are required, apply in the concentration and quantity as recommended by the manufacturer in accordance with all applicable codes. Updated copies of the Material Safety Data Sheets (MSDS) will be maintained in proper and approved MSDS Books in each janitorial closet as required. All areas shall be properly and thoroughly prepared to receive chemicals and cleaning solutions.
15. In the event of discrepancies, immediately notify the Cruise Terminal Director. Do not proceed with cleaning until all discrepancies have been fully resolved.
16. All areas shall be cleaned according to these specifications and at the time and frequencies designated.
17. No invoices shall be approved for payment if areas are not adequately cleaned. The Service Contractor shall increase cleaning to whatever degree may be found appropriate and subject to approval of the Cruise Terminal Director or Service Contract Project Manager. Follow-up shall be continued as long as the problem persists.
18. Do not disturb items on desks, tables, chairs, etc. If there are items on the floor, contact the Cruise Terminal Director for direction.
19. All surfaces designated shall be dusted with clean cloths, dusters, brushes, etc. Any surface with fingerprints, dirt, markings, etc. shall be cleaned with a clean damp cloth and the appropriate cleansers.
20. All telephones shall be cleaned and sanitized with clean cloths and disinfectant for bacteria, germs, and odor.
21. All drinking fountains, containers, toilet partitions/fixtures etc. shall be cleaned, sanitized and disinfected with the appropriate cleanser, if applicable, using standardized methods/procedures for cleaning.
22. Remove fingerprints, spots, dirt, etc. from furniture, doors, frames, etc. shall be cleaned, sanitized and disinfected with the appropriate cleanser, if applicable, using standardized methods/procedures for cleaning.
23. Clean all glass, (interior only) with an appropriate glass cleaner using standardized methods/procedures for cleaning.
24. All non-carpeted flooring shall be mopped clean with clean water and the appropriate cleanser using standardized methods/procedures for cleaning. Floors shall be polished to maintain protective coating. Floors shall be stripped, cleaned, refinished and machine polished semi-annually. Appropriate sealer shall be used on concrete floors.
25. All carpeted areas of the Cruise Terminal shall be thoroughly vacuumed daily using a commercial vacuum cleaner with a roller brush/brush roll in all areas. All paper, rubbish, visible dirt, stains, etc, shall be removed. Remove all light furniture and vacuum through and around the heavier furniture.
26. Building Layouts are attached, see Exhibit A – Building Layouts.
27. The City of Mobile reserves the right to have any Service Contractor's personnel removed, relocated, and/or barred for any City of Mobile location at any time. Service Contractor will replace the employee immediately upon notification by the Service Contract Project Manager.
28. **All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17**

Stormwater Management and Flood Control. All wastewater with oils, grease, etc. shall be properly contained and disposed of. It cannot be directed into the storm drains.

a. Provide protection and conduct janitorial services in ways that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
b. Comply with City of Mobile and Alabama Department of Environmental Management requirements. Pay particular attention to Water Regulations and Allowable Discharges.
c. See City of Mobile Code, Chapter 17, Storm Water Management and Flood Control.
d. Service Contractor will obtain approval of "Best Management Practices" from the City of Mobile's Environmental Services Department before work may commence.
e. Obtain any necessary permits that may be required due to discharges.

SPECIFIC REQUIREMENTS:

- Due to the nature of the Mobile, Alabama Cruise Terminal, the specialized needs of Carnival Cruise Lines (CCL), and the current ship, M/V Spirit, all work must be coordinated with and through the Cruise Terminal Director. Before performing any work, the Service Contractor shall coordinate the time, key access and other conditions for cleaning with the Cruise Terminal Director.
- Scheduling: Daily times to be determined. Days for cleaning scheduled from the beginning of the Agreement through the end of the Agreement are based on Carnival Cruise Lines' schedule and NOT created by the Cruise Terminal or the Building Services Department of the City of Mobile. At present, Carnival has tentative cruise schedules through 2026, however the schedule is subject to change at a moment's notice, see Exhibit B – Tentative Cruise Schedule.
- The Scope of Work is to be divided into: Pre-Cruise Day, Cruise Day, and Post-Cruise Day, as follows:

    - **Pre-Cruise Day (Fridays if Cruise Day is a Saturday, Sunday, or Monday)**
        - The typical Pre-Cruise Day begins at 8:00 am and should be completed by 2:00 pm at the latest to prepare the Terminal, Parking Deck, and Gangways for arrival of the ship. In no instances may Service Contractor's staff start their day before 8:00 am.
        - Restrooms - Clean, disinfect, and re-stock all bathrooms in the Cruise Terminal on Levels 1, 2, & 3:
            - Wipe off the counters, keep soap and paper products well stocked.
            - Urinals and toilets sanitized, flushed and wiped down.
            - Floors swept and mopped.
            - Trash receptacles emptied, as needed.
            - Mirrors are to be cleaned, toilet/urinal partitions to be disinfected/sanitized, and all doors and door handles are to be wiped down.
            - Water Fountains are to be disinfected.

- Terminal Level 2 - carpet vacuumed, window ledges dusted and wiped down, interior windows cleaned, doors are to be cleaned and wiped down, and chairs wiped down.
- Carnival Cruise Line's rooms and Guard Service - office trash cans emptied, carpet vacuumed, and wipe down of door and door handles.
- Security Office can only be accessed with a security personnel present. The office trash cans emptied, carpet vacuumed, and wipe down of door and door handles.
- Employee Break Room shall have all tables and chairs wiped off, counters and sink clean, sweep and mop the floor (items left in the sink are not the Service Contractor's responsibility).
- Monitor all interior and exterior trash cans and ensure they are emptied as needed.
- Mop and remove all spills and stains on hard surface floors.
- Clean and sanitize drinking fountains.
- Fixed Gangway – the interior windows and doors are to be cleaned, and ledges will be dusted and wiped down. Floors are to be swept and mopped.
- Movable Gangway – all railings are to be disinfected, interior windows are to be cleaned (on a monthly basis), floors are to be swept and mopped, all ledges and exposed ductwork are to be dusted and wiped down.
- Elevators – all walls are to be wiped down, floors are to be mopped, and special care is to be followed at the control panel as they are to be disinfected as well.
- Escalators – the landings are to swept and light mopping.
- Staircases – all staircases, Tower, Terminal Building, and Emergency Stairs are to be swept and mopped.
- Balcony is to be swept.
- Parking Deck is to be walked and any trash/rubbish to be picked up and disposed. Replace trash liners in each trash receptacle (the plastic liner in the receptacle will be washed on Post-Cruise Day).
- Terminal Level 1 is to be swept and any trash/rubbish to be picked up and disposed.
- Restock janitorial closest as needed on Levels 1, 2, & 3.
- Parking Deck Tower Levels 2, 3, & 4 will have the windows cleans, window ledges dusted and wiped down, glass doors are to be cleaned (interior and exterior), exterior elevator doors wiped down, trash receptacles cleaned with empty liners, floors swept and mopped.
- Parking Deck Tower Level 1 will have the windows cleans, window ledges dusted and wiped down, glass doors are to be cleaned (interior and exterior), exterior elevator doors wiped down, and carpet vacuumed.
- Terminal Level 1 will have the carpet vacuumed, exterior of elevator door wiped down, all doors and door handles are to be wiped down.
- Terminal Level 3 (Administrative Offices) will have the carpet vacuumed, office trash cans emptied, and liners replaced, as needed. Kitchen area to be cleaned (items left in sink are not the responsibility of the Service Contractor). Dust office furniture and chairs, as needed. Wipe down and disinfect door handles, and railings.

- Building Layouts are attached, see Exhibit A.
- Other duties as requested by the Terminal Director or Service Contract Administrator.

- **Cruise Day**
  - The typical Cruise Day begins at 7:00 am until approximately 4:00 pm or until ship departs. In the event that the ship is delayed, Service Contractor will be notified of revised start time.
  - Restrooms – on a rotating basis, clean, disinfect, and re-stock all restrooms in the Terminal on Levels 1, 2, & 3:
    - Wipe off the counters, keep soap and paper products well stocked.
    - Urinals and toilets sanitized, flushed and wiped down.
    - Floors swept and mopped, as needed.
    - Trash receptacles emptied, as needed.
    - All doors and door handles are to be wiped down.
    - Water Fountains are to be disinfected.
  - Terminal Level 2 – wipe down embarkation desks, railings, and door handles
  - Employee Break Room shall have all tables and chairs wiped off, counters and sink clean, sweep and mop the floor (items left in the sink are not the Service Contractor's responsibility).
  - Monitor all interior and exterior trash cans and ensure they are emptied as needed.
  - Mop and remove all spills and stains on hard surface floors, as needed.
  - Wipe down sink in Terminal Level 1.
  - Fixed Gangway – Floors are to be swept and any trash/rubbish is to be picked up and disposed.
  - Movable Gangway – all railings are to be disinfected, floors are to be swept, and any trash/rubbish is to be picked up and disposed, throughout the day.
  - Balcony is to be swept, any trash/rubbish is to be picked up and disposed, throughout the day.
  - Parking Deck is to be walked and any trash/rubbish to be picked up and disposed, throughout the day.
  - Customs and Border Patrol (CBP) area – upon termination of disembarkation, the CPB area on Terminal Level 1 is to be cleaned including trash can liners to be replaced, sweeping and mopping of non-carpeted floors, vacuuming of all carpeted floors, and any other duties as directed by CBP staff.
  - Keep the building exterior picked up and cleaned during the debark and embark process.
  - Upon closing ensure all areas, including CBP's area on the ground level, halls, elevator landing areas, Level 2 floor security, all non-carpeted surfaces are swept and mopped.
  - All trash can liners are to be replaced, as needed, and liners are to be deposited in the dumpster.
  - All outside trash cans are to be emptied, all tools and equipment are to be replaced in the janitor closets with all mop heads cleaned.

- During heavy rain conditions, the staff will assist in maintaining cleanliness in the gangway and assist the Terminal staff in keeping the water away from the luggage areas.
- Restroom in Terminal Level 1 must be cleaned at least hourly during cruise day and inspected every 30 minutes.
- Building Layouts are attached, see Exhibit A.
- Other duties as requested by the Terminal Director or Service Contract Administrator.

- **Post-Cruise Day (Monday if Cruise Day is a Saturday or Sunday)**
  - The typical Pre-Cruise Day begins at 8:00 am and should be completed by 2:00 pm at the latest to prepare the Terminal, Parking Deck, and Gangways for arrival of the ship. In no instances may Service Contractor's staff start their day before 8:00 am.
  - Restrooms - Clean, disinfect, and re-stock all bathrooms in the Terminal on Levels 1, 2, & 3:
    - Wipe off the counters, keep soap and paper products well stocked.
    - Urinals and toilets sanitized, flushed and wiped down.
    - Floors swept and mopped.
    - Trash receptacles emptied, as needed.
    - Mirrors are to be cleaned, toilet/urinal partitions to be disinfected/sanitized, and all doors and door handles are to be wiped down.
    - Water Fountains are to be disinfected.
  - Terminal Level 2 - carpet vacuumed, window ledges dusted and wiped down, interior windows cleaned, doors are to be cleaned and wiped down, and chairs wiped down.
  - Carnival Cruise Line's rooms and Guard Service - office trash cans emptied, carpet vacuumed, and wipe down of door and door handles.
  - Security Office can only be accessed with a security personnel adjacent. The office trash cans emptied, carpet vacuumed, and wipe down of door and door handles.
  - Employee Break Room shall have all tables and chairs wiped off, counters and sink clean, sweep and mop the floor (items left in the sink are not the Service Contractor's responsibility).
  - Monitor all interior and exterior trash cans and ensure they are emptied as needed.
  - Mop and remove all spills and stains on hard surface floors.
  - Clean and sanitize drinking fountains.
  - Fixed Gangway – the interior windows and doors are to be cleaned, and ledges will be dusted and wiped down. Floors are to be swept and mopped.
  - Movable Gangway – all railings are to be disinfected, interior windows are to be cleaned (on a monthly basis), floors are to be swept and mopped, all ledges and exposed ductwork are to be dusted and wiped down.

- Elevators – all walls are to be wiped down, floors are to be mopped, and special care is to be followed at the control panel as they are to be disinfected as well.
- Escalators – the landings are to swept and light mopping.
- Staircases – all staircases, Tower, Terminal Building, and Emergency Stairs are to be swept and mopped.
- Balcony is to be swept.
- Parking Deck is to be walked and any trash/rubbish to be picked up and disposed. Exterior trash receptacles will have the plastic liner rinsed off and allowed to dry.
- Terminal Level 1 is to be swept and any trash/rubbish to be picked up and disposed.
- Restock janitorial closest as needed on Terminal Levels 1, 2, & 3.
- Parking Deck Tower Levels 2, 3, & 4 will have the windows cleans, window ledges dusted and wiped down, glass doors are to be cleaned (interior and exterior), exterior elevator doors wiped down, trash receptacles cleaned with empty liners, floors swept and mopped.
- Parking Deck Tower Level 1 will have the windows cleans, window ledges dusted and wiped down, glass doors are to be cleaned (interior and exterior), exterior elevator doors wiped down, trash receptacles cleaned with empty liners, carpet vacuumed.
- Terminal Level 1 will have the carpet vacuumed, exterior of elevator door wiped down, all doors and door handles are to be wiped down.
- Terminal Level 3 (Administrative Offices) will have the carpet vacuumed, office trash cans emptied, and liners replaced, as needed. Kitchen area to be cleaned (items left in sink are not the responsibility of the Service Contractor). Dust office furniture and chairs, as needed. Wipe down and disinfect door handles, and railings.
- Building Layouts are attached, see Exhibit A.
- Other duties as requested by the Terminal Director or Service Contract Administrator.

- Building cleanliness is essential to the Mobile, Alabama Cruise Terminal's mission of providing a safe, clean environment for passengers and staff. All work must pass Carnival Cruise Lines stringent quality-controlled checks expected every 90 days and on a random basis. Failure to meet Carnival Cruise Lines standards for quality may be grounds for contract termination.
- All cleaning supplies and can liners to be furnished by the Cruise Terminal.
- All equipment necessary to perform contractor duties are to be furnished by the contractor. The City of Mobile may request the replacement of equipment, vacuum cleaners, mop heads, etc., the Service Contractor will have 24 hours to comply with the request.
- Employees are required to wear company uniforms and show, at all times company identification and TWIC card, with shirts tucked in and non-slip, closed toe shoes.
- The Service Contractor shall provide to the Terminal employee time logs listing employee beginning and end of work times.

- Terminal shall be provided a current list, at all times, of contractor personnel names and contact numbers.

Additional Services:
The City of Mobile, may during the term of this Agreement, request for Additional Services not listed above or for special events. Service Contractor shall supply all the labor, materials, insurance, tools, equipment and supplies, as requested and bill as listed under Section 3.3 UNIT PRICING in the Agreement. All requests for Additional Services will be placed through the Service Contract Project Manager or designee.

END OF SECTION

BID FORM

The following Bid Format shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: City of Mobile, 205 Government St., P.O. Box 1827, Mobile, AL, 36633-1827

REF: PROJECT NAME: SERVICE CONTRACT – JANITORIAL SERVICES

PROJECT LOCATION: MOBILE, ALABAMA CRUISE TERMINAL
201 SOUTH WATER STREET
MOBILE, ALABAMA 36602

PROJECT NO.: SC-012-24

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Building Services Department and dated November 1, 2023; and all Addenda (before submitting any bid it is the Bidder's responsibility to check with the Building Services Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder,

COMPANY NAME: Touchdown Cleaning Services, Inc. dba Personal Touch Cleaning LLC.

ADDRESS: 31446 Coleman Lane, Spanish Fort, AL 36527 **PHONE** (251) 753-8919

CITY OF MOBILE BUSINESS LICENSE NUMBER: 109565

CITY OF MOBILE VENDOR NUMBER: 295368

SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER: n/a
(Note: The Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) [x] **(A Corporation)**
[ ] **(A Partnership)**
[ ] **(An Individual Doing Business)**

hereby proposes to furnish all labor, materials, tools, equipment and supplies, and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, Section 01000 – Scope of Work, and all applicable laws and regulations for the sum listed below.

The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The term of the Contract shall extend for one (1) year from the date of the Notice to Proceed with the option to renew for two (2) additional one-year terms, by notifying the Service Contractor not less than Thirty (30) days prior to the expiration date of the preceding term.

BID – A specified in section 01000 – Scope of Work

Year 1 – Initial Term: $ 3,482 .00/month x 12 months = $ 41,784 .00

Year 2 – 1st Additional Term: $ 3,482 .00/month x 12 months = $ 41,784 .00

Year 3 – 2nd Additional Term: $ 3,482 .00/month x 12 months = $ 41,784 .00

Total Bid Amount (Year 1, 2, and 3 Total): One Hundred Twenty Five Thousand
(Amount in Words)

Three Hundred and Fifty Two----------Dollars ($ 125,352.00)
(Amount in Numbers)

The City of Mobile reserves the rights to add, remove and modify services, as needed, during the term of this Agreement.

Bids shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents.

UNIT PRICES – for Additional Services as specified in Section 01000 – Scope of Work:

Hourly Rates: For work performed outside the basic scope of services and not included in the total Bid:

A. Regular Time (8am to 5pm, Monday through Friday): $ 14.50 per hour.
B. Overtime (5pm to 8am, Monday through Friday, and Weekends): $ 14.50 per hour
C. Overtime Holidays (City Holidays): $ 14.50 per hour

Parts/Material: Service Contractor's direct cost plus Fifteen (15%) percent.

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

1. BID INCLUDES:
Addendum Number 01, Dated 11/7/23
Addendum Number _____, Dated _____
Addendum Number _____, Dated _____

2. BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, payable to the City of Mobile, in the amount of 5 % of the bid amount, but in no event more than $10,000 as is the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract and to furnish Surety Bonds (if required). Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.
3. NON-DISCRIMINATION: The undersigned Bidder certifies that he/she will comply with Federal, State and local laws concerning discrimination, including Chapter 14, Code of the City of

Mobile, adopted December 10, 1991 and as amended December 18, 2018.

5. SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any. Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out. Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification.

COMPANY NAME:

Touchdown Cleaning Services, Inc. dba Personal Touch Cleaning LLC.
(Typed)

BY: _____
(Signature of Company Officer)

COMPANY OFFICER: Tracy L. Mosley
(Typed)

TITLE Office Manager
(Typed)

DATE November 10, 2023

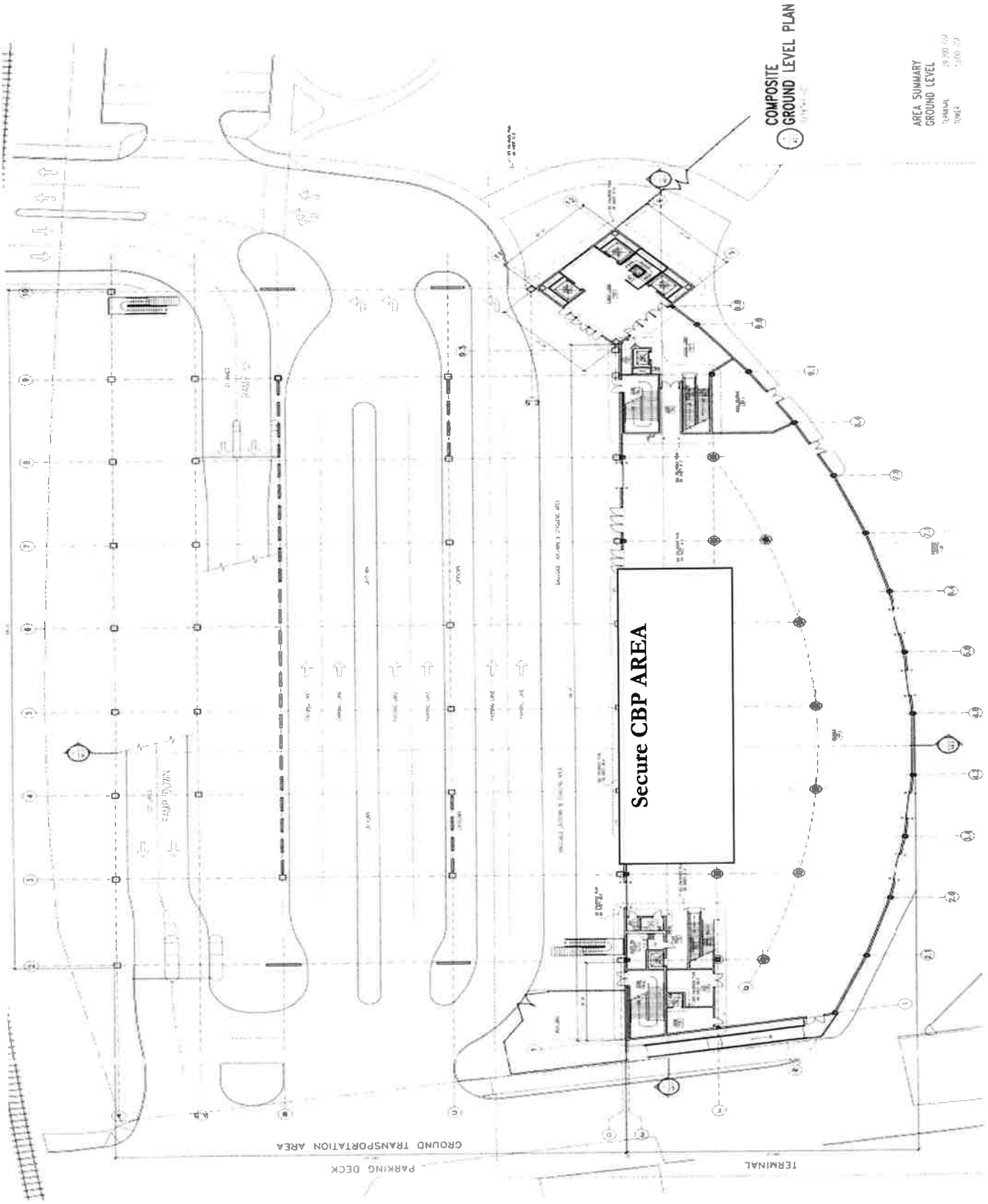
Sworn to and subscribed before me this 10 Nov **day of 20** 23

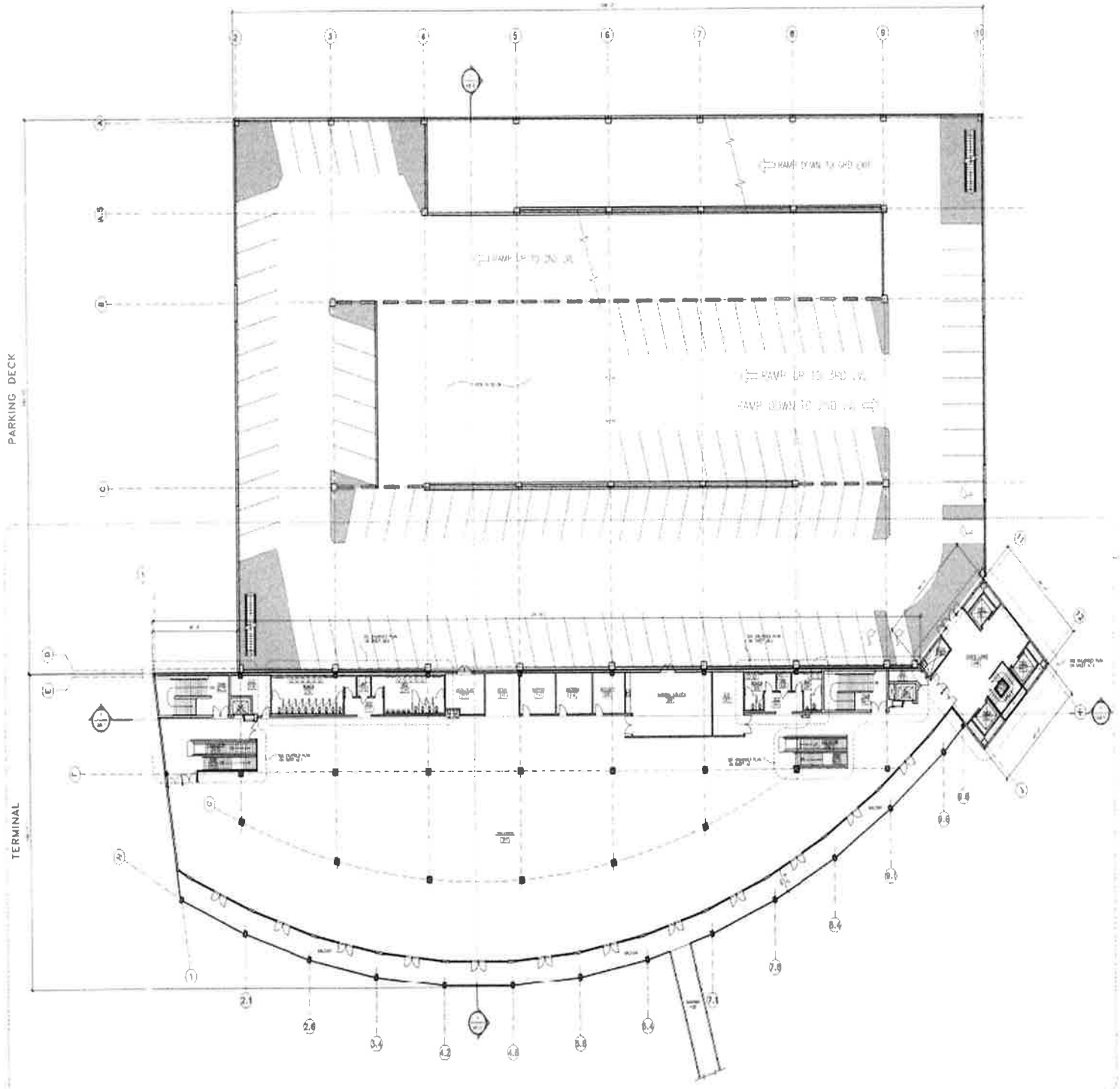
_____ 7/27/25
Notary Public

JEFFREY SCHAFER
NOTARY PUBLIC
STATE OF ALABAMA
COMM. EXP. 07-27-2025

END OF SECTION

EXHIBIT A – BUILDING LAYOUTS

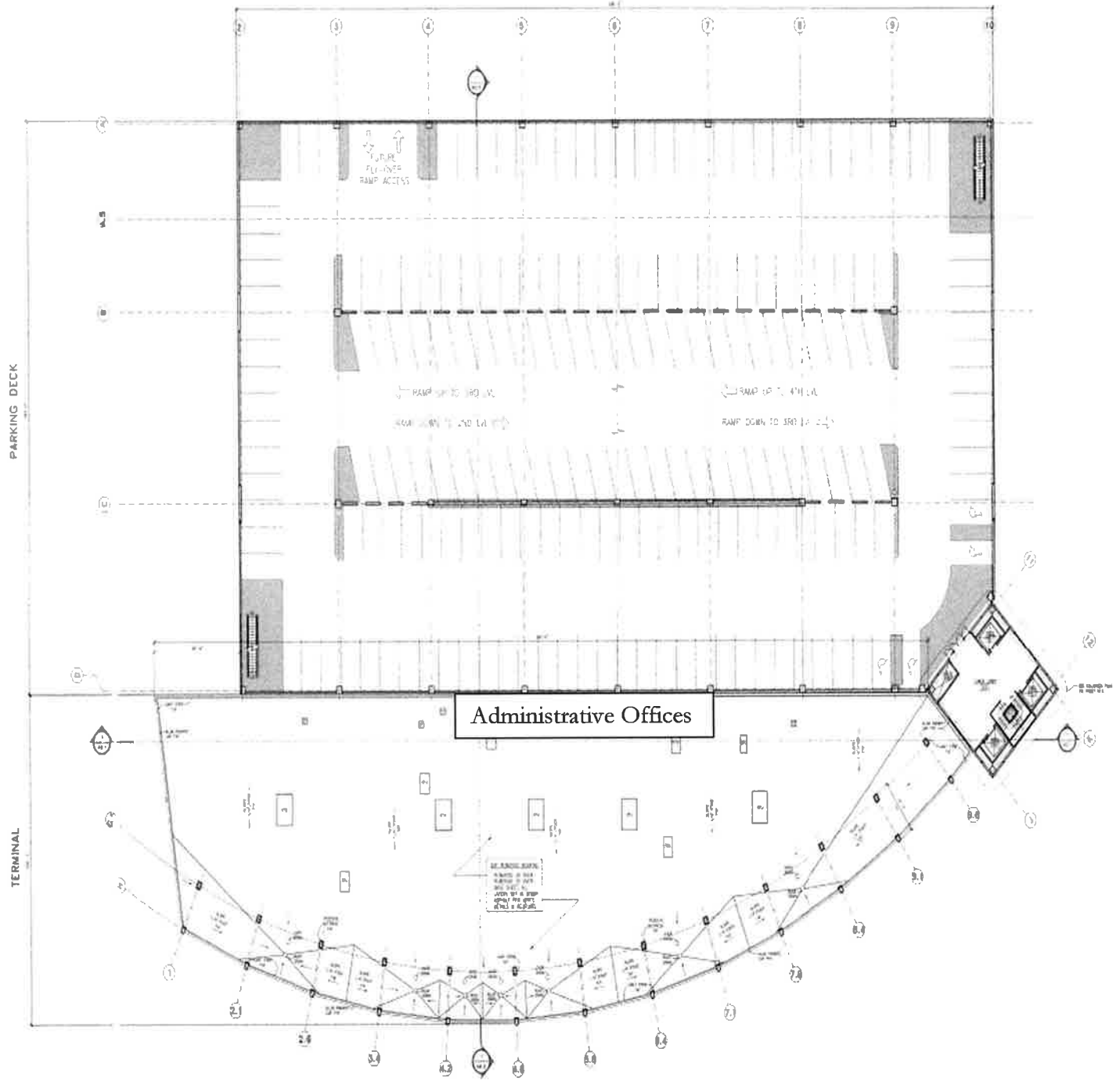




COMPOSITE SECOND LEVEL PLAN
1/16"=1'-0"

AREA SUMMARY
SECOND LEVEL

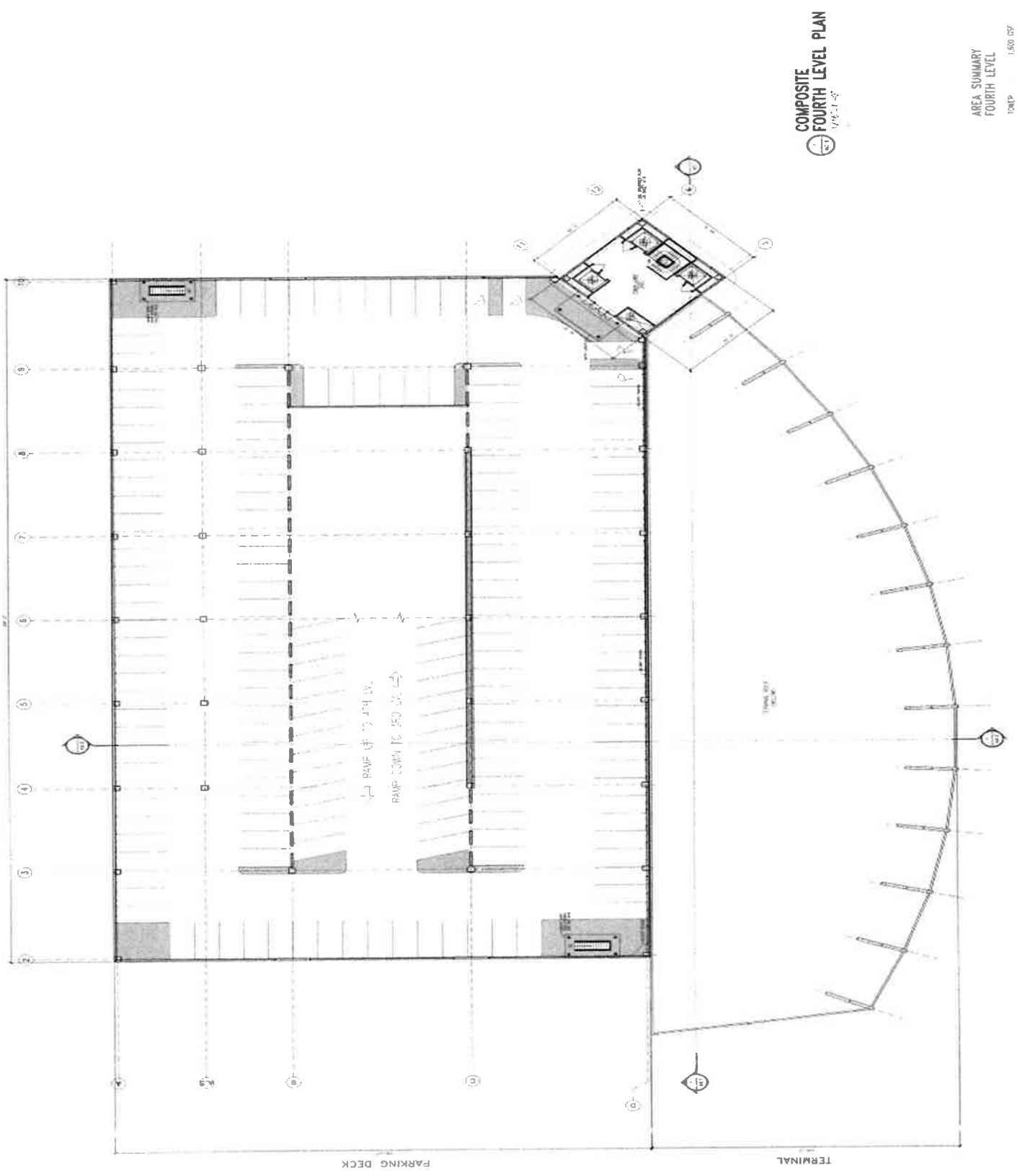
TERMINAL	26,124 GSF
BALCONY	1,076 GSF
TOWER	1,800 GSF
PARKING DECK	56,780 GSF



COMPOSITE
THIRD LEVEL PLAN

AREA SUMMARY
ROOF / THIRD LEVEL

TERMINAL ROOF	29,200 GSF
TOWER	1,600 GSF
PARKING DECK	54,760 GSF



Service Contractor to verify exact dimensions.

End of Section

The Carnival Spirit's Cruise Schedule

2023-2024 Departures from Mobile, Alabama

Date	Day	Length
10/6/2023	Fri	8 days
10/14/2023	Sat	8 days
10/22/2023	Sun	6 days
10/28/2023	Sat	8 days
11/5/2023	Sun	6 days
11/11/2023	Sat	8 days
11/19/2023	Sun	6 days
11/25/2023	Sat	8 days
12/3/2023	Sun	6 days
12/9/2023	Sat	8 days
12/17/2023	Sun	6 days
12/23/2023	Sat	8 days
12/31/2023	Sun	6 days

Date	Day	Length
1/6/2024	Sat	8 days
1/14/2024	Sun	6 days
1/20/2024	Sat	8 days
1/28/2024	Sun	6 days
2/3/2024	Sat	8 days
2/11/2024	Sun	6 days
2/17/2024	Sat	8 days
2/25/2024	Sun	6 days
3/2/2024	Sat	8 days
3/10/2024	Sun	6 days
3/16/2024	Sat	8 days
3/24/2024	Sun	6 days
3/30/2024	Sat	7 days

Cruise Duration	If Ship Leaves On:	It Returns On:
6 Day	Sunday 4:00 pm	Saturday 8:00 am
7 Day	Saturday 4:00 pm	Saturday 8:00 am
8 Day	Friday 4:00 pm	Saturday 8:00 am
8 Day	Saturday 4:00 pm	Sunday 8:00 am

Normal schedule pending unforseen delays.

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# SC-012-24 Current Date 10 / 30 / 23

Project Description Service Contract- Mobile, AL Cruise Terminal - Janitorial Services

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

Contract to provide self-performed janitorial services for the Mobile, Alabama Cruise Terminal

CHAD HOLM
Requested By (Department Director)

C.B. Holm — Project Manager — 10/30/2023
(Signature) (Title) (Date)

251-208-7519
Telephone Number

Chad.holm@cityofmobile.org
Email Address

Reviewed By (Office of Supplier Diversity)

Archnique Kidd — Supplier Diversity Manager — 11/1/2023
(Signature) (Title) (Date)

Approved By (CAO)

Alabama Secretary of State

Touchdown Cleaning Services, Inc.	
Entity ID Number	000 - 399 - 540
Entity Type	Domestic Corporation
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	08/15/2017
Registered Agent Name	JUSTICE, SHIRLEY M
Registered Office Street Address	ONE ST LOUIS CENTRE SUITE 1000 MOBILE, AL 36602
Registered Office Mailing Address	PO BOX 2025 MOBILE, AL 36652
Nature of Business	PROVIDE RESIDENTIAL/COMMERCIAL CLEANING SERVICES
Capital Authorized	1,000
Capital Paid In	
Directors	
Director Name	MOSLEY, CLINTON CARNELL
Director Street Address	31446 COLEMAN LANE SPANISH FORT, AL 36527
Director Mailing Address	31446 COLEMAN LANE SPANISH FORT, AL 36527
Director Name	MOSLEY, TRACY L
Director Street Address	31446 COLEMAN LANE SPANISH FORT, AL 36527
Director Mailing Address	31446 COLEMAN LANE SPANISH FORT, AL 36527
Incorporators	
Incorporator Name	MOSLEY, CLINTON C
Incorporator Street Address	31446 COLEMAN LANE SPANISH FORT, AL 36527
Incorporator Mailing Address	31446 COLEMAN LANE SPANISH FORT, AL 36527
Annual Reports	

Touchdown Cleaning Services, Inc.	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	2018 2019 2020 2021 2022
Transactions	
Transaction Date	08/24/2017
Miscellaneous Filing Entry	New Entity Effective 08-15-2017 15:29
Scanned Documents	
Document Date / Type / Pages	08/24/2017 Certificate of Formation 4 pgs.

New Search

Company ID Number: 1223619

Approved by:

Employer Touchdown Cleaning Services, Inc.	
Name (Please Type or Print) Tracy L Mosley	Title
Signature Electronically Signed	Date 08/21/2017
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/21/2017

Company ID Number: 1223619

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Touchdown Cleaning Services, Inc.
Company Facility Address	31446 Coleman Lane Spanish Fort, AL 36527
Company Alternate Address	P.O. Box 7192 Spanish Fort, AL 36577
County or Parish	BALDWIN
Employer Identification Number	822488655
North American Industry Classification Systems Code	561
Parent Company	N/A
Number of Employees	20 to 99
Number of Sites Verified for	1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

StateFarm

Lad Drago
7623 Spanish Fort Blvd

Spanish Fort AL 365275333

CONTACT NAME: Lad Drago
PHONE (A/C, No, Ext): 251-626-1237 FAX (A/C, No):
E-MAIL ADDRESS: lad.drago.pmjq@statefarm.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company (inclu	25178
INSURER B : Hiscox	10200
INSURER C :	
INSURER D : Fire Insurance Exchange	21660
INSURER E :	
INSURER F :	

INSURED

TOUCHDOWN CLEANING SERVICES INC AND PERSONAL TO
30941 MILL LN STE G338

SPANISH FORT AL 365275457

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	X	X	UDC-2239416-CGL-21	04/21/2023	04/21/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $5,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	421 0361-F18-01 298 2624-F21-01D 421 0362-F18-01	06/18/2023 06/21/2023 06/18/2023	12/18/2023 12/21/2023 12/18/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ 1,000,000 $ 1,000,000 $ 1,000,000
	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $	X	X	93-CP-D6637	01/18/2023	01/18/2024	EACH OCCURRENCE AGGREGATE	$2,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		4W1555994	02/01/2023	02/01/2024	PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT NAME:Janitorial Services-Mobile, Alabama Cruise Terminal PROJECT#:SC-012-24

City of Mobile is included as an Additional insured in respect to General Liability, Automotive Liability and Umbrella Liability. All policies except workers compensation, shall be Primary and Non-contributory with any other insurance in force or which may be purchased by Additional insured. Waiver of Subrogation applies in favor of The City of Mobile with respect to General Liability, Automotive Liability, Umbrella Liability and Workers Compensation and Employers Liability. 30 day Notice of Cancellation, non-renewal or material change shall applies(except 10 days for non-payment.)

CERTIFICATE HOLDER

City Of Mobile
Architectural Engineering Department
P.O Box 1827
Mobile, AL 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

This form was system-generated on 02/14/2023

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GENERAL CONDITIONS

1. GENERAL REQUIREMENTS:

A. The Contract Documents: The Contract Documents are enumerated in the Standard Service Contract Agreement Between the City of Mobile and the Service Contractor (hereinafter called the Agreement) and consist of the Bidding and Contract Requirements, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.

B. The Contract: The Contract Documents form the Contract for Services. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification.

C. The Work: The term "Work" means the services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Service Contractor to fulfill the Service Contractor's obligations.

D. The Project Manual: The Project Manual is the comprehensive document containing the Bidding and Contract Requirements, the Specifications and other documents as listed.

E. The Bidding and Contract Requirements: The Bidding and Contract Requirements are that part of the Contract Documents consisting of the Invitation to Bid, Instructions to bidders, Service Contractor's Bid, Agreement, Bonds, and General Conditions and other requirements listed in the Agreement.

F. The Specifications: The Specifications are that part of the Contract Documents consisting of written requirements for Services including materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

G. Correlation and Intent of the Contract Documents: The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Service Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Service Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

2. THE OWNER:

A. The "Owner" is the City of Mobile, as identified in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner's designated representative is the Building Services Department, Service Contract Administrator.

3. THE SERVICE CONTRACTOR:

A. The Service Contractor is the person or entity identified as such in the Agreement and is referred throughout the Contract Documents as if singular in number. The Service Contractor shall be lawfully licensed in the City of Mobile and the State of Alabama as required. The Service Contractor shall designate in writing a representative who shall have express authority to bind the Service Contractor with respect to all matters under this Contract. The term "Service Contractor" means the Service Contractor or the Service Contractor's authorized representative.

B. The Service Contractor shall perform the Work in accordance with the Contract Documents.

C. Execution of the Contract by the Service Contractor is a representation that the Service Contractor has visited the site(s), become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

D. The Service Contractor shall be responsible to the Owner for acts and omissions of the Service Contractor's employees and their agents, and other persons or entities performing portions of the Work for, or on behalf of, the Service Contractor.

E. Unless otherwise provided in the Contract Documents, the Service Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for proper execution and completion of the Work.

F. The Service Contractor's technicians or workmen shall be qualified and have had sufficient education, training and experience to perform all Work properly and satisfactorily as prescribed in the Contract Documents.

G. The Service Contractor shall pay all applicable sales, consumer, use and similar taxes for the Work provided by the Service Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

H. Unless otherwise provided in the Contract Documents, the Service Contractor shall secure and pay for all applicable permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

I. The Service Contractor shall perform the Work in accordance with the specified schedules as listed in the Contract Documents.

J. The Service Contractor shall confine operations at the site to areas permitted by the City of Mobile, facility director or building manager, and shall not unreasonably encumber the site with materials or equipment.

K. The Service Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Service Contractor shall remove all waste materials, rubbish, tools, equipment and surplus materials from and about the site. If the Service Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Service Contractor.

L. To the fullest extent permitted by law the Service Contractor shall indemnify and hold harmless the City of Mobile, it's agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Service Contractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. In claims against any person or entity indemnified by an employee of the Service Contractor anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Service Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

M. Additionally, the City of Mobile reserves the rights to have any of Service Contractor's employees removed, barred, and/or restricted from the facility and request the immediate replacement as needed during the term of this Agreement.

4. CHANGES IN THE WORK:

A. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by a written modification based upon agreement between the City and the Service Contractor.

B. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Service Contractor shall proceed promptly, unless otherwise directed.

5. SCHEDULE:

A. **STARTING WORK**: The date of commencement of the Contract is the date established in a written Notice to Proceed. No Work shall commence and no materials shall be ordered before the Notice to Proceed has been issued.

B. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

6. PAYMENTS:

A. CONTRACT SUM: The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the City to the Service Contractor for performance of the Work under the Contract Documents.

B. SCHEDULE OF VALUES: The Schedule of Values allocating the entire Contract Sum to the various portions of the Work, shall be used as a basis for reviewing the Service Contractor's Invoices for Payment.

C. METHOD OF PAYMENT: The City shall pay the Service Contractor on the account of the Contract as follows:

1) Payments shall be made on a monthly basis, for completed work as specified.
2) Invoices for completed Work shall be delivered to the Service Contract Administrator for review and approval upon completion of work as listed in the Scope of Work. Invoices shall list unit pricing in accordance with the approved Schedule of Values.
3) Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

7. SAFETY:

A. The Service Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

B. The Service Contractor shall comply with all Federal, State and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest revision. Service Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

1) employees on the Work and other persons who may be affected thereby;
2) the Work and materials and equipment to be incorporated therein;
3) other property at the site or adjacent thereto.

C. The Service Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing safety of persons or property or their protection from damage, injury or loss.

D. If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

E. The Service Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Service Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable

precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Service Contractor, the Service Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City in writing.

F. In an emergency affecting safety of persons or property, the Service Contractor shall act, at the Service Contractor's discretion, to prevent threatened damage, injury or loss.

8. INSURANCE:

A. The Service Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Work is located such insurance as will protect the Service Contractor from claims set forth below which may arise out of or result from the Service Contractor's operations and completed operations under the Contract and for which the Service Contractor may be legally liable, whether such operations be by the Service Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1) Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed
2) Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Service Contractor's employees;
3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Service Contractor's employees;
4) Claims for damages insured by usual personal injury liability coverage;
5) Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6) Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
7) Claims for bodily injury or property damage arising out of completed operations; and
8) Claims involving contractual liability insurance applicable to the Service Contractor's obligations.

B. The Service Contractor shall take out and maintain during the life of the Contract not less than the following minimum amounts of insurance.

1) Worker's Compensation and Employer's Liability:
   Statutory - amount and coverage as required by law of place in which the work is performed.

2) Comprehensive General Liability:
   The Service Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises product-completed operations) for limits of liability not less than:

a) Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
b) Property Damage	$1,000,000 each occurrence

c) Or Bodily Injury	$1,000,000 combined single limit and Property Damage

Such comprehensive policy shall include the following:

a) All liability of the Service Contractor, for the Service Contractor's Direct Operations.
b) Completed Operations Coverage, thereby meaning any loss which shall occur after the Contract has been completed, but which can be traced back to the Contract.
c) Contractual Liability, meaning thereby, any risk assumed by the Service Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically item (6).
d) Broad Form Property Damage Coverage, including Completed Operations.
e) Personal Injury Liability, with employees exclusions removed.
f) The Service Contractor shall indemnify and save harmless the Owner against all loss, cost, or damage on account of injuries to persons or property occurring in the performance of the Contract, including all reasonable attorney's fees incurred by the Owner, on account thereof.
g) Care, custody, and control for property in the care, custody and control of the Service Contractor.

3) Comprehensive Automobile Liability:

The Service Contractor shall carry for himself and shall require that all owners of automobile or trucks rented or hired on the Contract carry until the Contract is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and Property Damage in amounts not less than the minimum amounts as indicated. The Service Contractor shall also carry for himself insurance for all non-owned and hired automobile at the limits of liability as indicated below:

a) Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
b) Property Damage	$1,000,000 each occurrence
c) Or Bodily Injury and	$1,000,000 combined single limit Property Damage

4) Excess/Umbrella Liability:

a) $1,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. Certificates of insurance acceptable to the Owner shall be filed with the Owner at the time of signing of the Contract, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. Such certificates of insurance shall state that thirty (30) days advance written notice will be

given in the event of cancellation or material change in the coverage.

D. Surety Qualifications: All insurance must be furnished by a Surety licensed to do business in the State of Alabama, must be signed or countersigned by a Licensed Resident Agent of the State of Alabama, and if bid price exceeds $50,000 have a minimum rating of A/Class VI as reported in the latest issue of Best's key Rating Guide Property-Casualty.

E. The insurance required by Section 2. shall be written for not less than limits of liability specified or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until completion of the Contract.

F. The Service Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's completed operations.

9. MISCELLANEOUS PROVISIONS:

A. The Contract shall be governed by the laws of the State of Alabama.

B. The Owner and Service Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

C. No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.

D. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

E. No action or failure to act by the Owner or Service Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

F. Inspections and approvals of portions of the Work shall be made as required by the Contract Documents. The Service Contractor shall give the Owner timely notice of when and where Inspections are to be made so that the Service Contract Administrator or other City personnel may be present for such procedures.

G. Required inspection reports along with approvals shall, unless otherwise required by the Contract Documents, be delivered to the Owner with Invoices for Payment.

H. On all jobs with the City of Mobile, A City License is required. Bidders may obtain information on licensing by writing the City Revenue Department, Post Office Box 1827, Mobile, AL 36633-1827 or calling 208-7454. Successful Bidder must have City License at the time of Bidding.

I. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen (15%) percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

J. The Service Contractor shall secure and pay all required fees and permits and shall pay all taxes on materials, supplies, fixtures and equipment purchased by him (including the city of Mobile sales tax), and shall comply with all laws, regulations and codes applicable to the site on which the Work is to be performed.

K. All work performed shall be in conformance with the appropriate codes of the City of Mobile.

10. TERMINATION OR SUSPENSION OF THE CONTRACT:

A. The Owner may terminate the Contract for cause if the Service Contractor

1) fails to perform service in a satisfactory manner; or
2) repeatedly refuses or fails to supply properly skilled workers or proper equipment or materials; or
3) repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
4) otherwise is guilty of substantial breach of a provision of the Contract Documents.

B. When any of the above reasons exist, the Owner, upon determination that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Service Contractor and the Service Contractor's surety, if any, seven (7) days' written notice, withhold payments and terminate the Contract.

C. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause upon thirty (30) days written notice.

D. In case of such termination for cause or for the Owner's convenience, the Service Contractor shall be entitled to receive payment for Work executed, and costs incurred. The Owner shall not make payment for profit or damages as a result of such termination.

11. CLAIMS AND DISPUTES

A. Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Service Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

B. Claims by either the Owner or Service Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant acting with due diligence, reasonable should have first recognized the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Service Contractor and the other party.

C. In the event of a Claim against the Service Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Service Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

D. Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to litigation.

END OF SECTION

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson and Councilmember Daves

Purpose and Scope of Project:

Perform site work phase at the new Animal Services Facility

Amount of Contract:

$1,744,642.00

Funding Source

Project # New Animal Service Facility - Phase I Surcharging Program BG-054-22	**Discretionary Funds**
Project String C0718 New Animal Service Facility - Phase I Surcharging Program (20002000-48010)	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
BG-054-22 Animal Shelter Routing Package	Cover Memo	12/4/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	12/6/2023 - 3:16 PM
Capital	Rhodes, Brenda	Approved	12/6/2023 - 4:10 PM
Legal	Kern, Chris	Approved	12/7/2023 - 12:32 PM
Mayors Office	Montgomery, Brandi	Approved	12/7/2023 - 3:08 PM

RESOLUTION

2023

Sponsored by:
Mayor William S. Stimpson and Councilmember Joel Daves

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	J. Hunt Enterprise General Contractors, LLC.
Project Name:	NEW ANIMAL SERVICES FACILITY – PHASE 1 SURCHARGE PROGRAM
Project Number:	BG-054-22
Amount:	$1,744,642.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: New Animal Service Facility - Phase I Surcharging Program

CAPITAL PROJECT #: C0718 (20002000-48010)

CONTRACT AMOUNT: $1,744,642.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: BG-054-22

PROJECT DESCRIPTION: PERFORM A SURCHARGE PROGRAM AND ASSOCIATED SITE WORK AT 1450 MONTLIMAR DRIVE MOBILE, ALABAMA 36609

VENDOR NAME: J. Hunt Enterprise General Contractors, LLC.

VENDOR NUMBER: 298480

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N ___ ; 5% of the 1st 50% X or

If different, indicate special rate_____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

****General Construction requires Change Order for 10% overages.***

Prepared by: Emma Dean – Office Assistant I **Date:** 12/04/2023

_____

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

and the Contractor:
(Name, legal status, address and other information)

J. Hunt Enterprise General Contractors, L.L.C.
9330 Ben Hamilton Rd
Theodore, AL 36582
251-660-1076
City of Mobile Business License Number:98047
Secretary of State Registration Number:000-489-039

for the following Project:
(Name, location and detailed description)

BG-054-22 New Animal Service Facility – Phase I Surcharging Program
1450 Montlimar Drive
Mobile, Alabama 36609
Perform a surcharge program and associated site work

The Architect:
(Name, legal status, address and other information)

Clark, Geer, Latham & Associates, INC.
3901 Spring Hill Avenue
Mobile, Alabama 36608

Architectural Engineering Department
P.O. Box 1827
Mobile, Alabama 36633-1827

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

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4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. (See attachment Exhibit A).

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[X] A date set forth in a notice to proceed issued by the Owner.

(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[X] Not later than One Hundred Twenty (120) calendar days from the date of the Notice to Proceed for commencement of the Work.

§ 3.3.2 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

(Table deleted)
(Paragraph deleted)

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ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Seven Hundred Forty Four Thousand Six Hundred Forty Two and 00/100 ($ $1,744,642.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid: $1,501,742.00
Contingency Allowance: $50,000.00
Total Bid: $1,551,742.00
Alternate: $192,900.00

Total Contract Sum: $1,744,642.00

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Additive Alternate # 1	$192,900.00

(Table deleted)
(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)
Contingency Allowance: Fifty Thousand and 00/100 ($50,000.00)

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or
(Table deleted)
undertaking work.
D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
Provide and install additional wick drains	LF	$2.85
In the event unforeseen soil conditions exist, Contractor shall excavate and dispense of unsuitable on-site material and install structural fill, compacted in place.	CY	$35.00

§ 4.5 Liquidated damages:
(Insert terms and conditions for liquidated damages, if any.)

A time charge equal to Two Hundred Fifty and 00/100 Dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

(Paragraphs deleted)

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Forty (40) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201, General Conditions of the Contract for Construction (including Owner's then current Modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified.

.3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

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Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2
(Paragraphs deleted)
Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

(Paragraphs deleted)
§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment
§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:
•Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
a.) Contractor's Release or Waiver of Liens
b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
•Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
•Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
•Any additional close out requirements per the contract documents; and
•Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the

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notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that < J. Hunt Enterprise General Contractors, L.L.C. > has completed the contract for < BG-054-22 New Animal Service Facility – Phase I Surcharging Program 1450 Montlimar Drive Mobile, Alabama 36609 > All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)
This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue of any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraphs deleted)
§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract

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Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Director, REAM
P.O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Jeremy Hunt, Owner
9330 Ben Hamilton Road
Theodore, AL 36582
Dana@jhuntgc.com
251-660-1076

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds
§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:
The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
.4 Claims for damages insured by usual personal injury liability coverage;
.5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
.7 Claims for bodily injury or property damage arising out of completed operations; and
.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

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.1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America.

.2 Employee's Liability Insurance shall be provided for limits of liability not less than:

A.	Bodily Injury by Accident	$1,000,000 each accident
B.	Bodily Injury by Disease	$1,000,000 each employee
C.	Bodily Injury by Disease	$1,000,000 each policy

.3 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property Damage	$1,000,000 each occurrence; or
C.	Bodily Injury and Property Damage	$1,000,000 combined single limit

.4 Such comprehensive policy shall include the following:

A. All liability of the Contractor, for the Contractor's Direct Operations.
B. Subcontractor's Operations.
C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
D. General Aggregate Limit of $2,000,000 shall apply on a "Per Project" Basis.
E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
F. Broad Form Property Damage Coverage, including Completed Operations.
G. Personal Injury Liability, with employee's exclusions removed.
H. Explosion and Collapse Hazard:
Included or X Not Applicable.
I. Underground Hazard:
Included or X Not Applicable.

.5 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property damage	$1,000,000 each occurrence; or,
C.	Bodily Injury and Property damage	$1,000,000 combined single limit

.6 Umbrella/Excess Liability: $5,000,000 combined single limit each occurrence for bodily injury and/or property damage

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.7 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.

D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

.8 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

.9 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

.10 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance

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certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:
Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.
6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6
(Paragraphs deleted)
Indemnification:
Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that

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Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other provisions:

Contractor shall provide a minimum one (1) year warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 Force Majeure:
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

(Paragraph deleted)

.2 AIA Document A201, General Conditions of the Contract for

(Paragraphs deleted)

Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraph deleted)

.3 Drawings

Number	Title	Date
T-1	COVER SHEET	08/09/2023
SC-1.0	SURCHARGE PHASING PLAN	08/09/2023
SC-2.0	SURCHARGE PHASE I PLAN	08/09/2023
SC-2.1	SANITARY SEWER PLAN & PROFILE	08/09/2023
SC-2.2	SURCHARGE PHASE II PLAN	08/09/2023
SC-2.3	SURCHARGE PHASE II COORDINATES – LAYOUT PLAN	08/09/2023
SC-2.4	SURCHARGE SECTIONS VIEWS	08/09/2023
SC-3.0	EROSION AND SEDIMENTATION CONTROL PLAN	08/09/2023
SC-3.1	EROSION AND SEDIMENTATION CONTROL DETAILS	08/09/2023
SC-4.0	SITE DETAILS	08/09/2023
	EXISTING SURVEY (BY LAWLER & COMPANY)	
23-012-1	SHEET 01 OF 5	08/09/2023
23-012-1	SHEET 02 OF 5	08/09/2023
23-012-1	SHEET 03 OF 5	08/09/2023
23-012-1	SHEET 04 OF 5	08/09/2023
23-012-1	SHEET 05 OF 5	08/09/2023

.4 Specifications

Section	Title	Date
DIVISION 1	**GENERAL REQUIREMENTS**	08/09/2023

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01010	SUMMARY OF WORK	08/09/2023
00110	DEFINITION OF TERMS	08/09/2023
00140	SPECIAL CONDITIONS	08/09/2023
DIVISION 2	**SITEWORK**	08/09/2023
02220	SITE DEMOLITION	08/09/2023
02230	SITE CLEARING	08/09/2023
02310	GRADING	08/09/2023
02315	SURCHARGE	08/09/2023
02400	PREFABRICATED VERTICAL DRAINS	08/09/2023
02871	JOBSITE CONSTRUCTION CAMERAS	08/09/2023
	GEOTECHNICAL REPORT	

.5 Addenda, if any:

Number	Date
Addendum A (1)	September 1, 2023
Addendum B (2)	September 5, 2023
Addendum C (3)	September 11, 2023

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

(Paragraph deleted)

.6 Other Exhibits:

(Paragraphs deleted)

§ 9.2

(Paragraph deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

BIDDING AND CONTRACT REQUIREMENTS

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders-AIA Document A701-2018
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Accounting of Sales Tax Form C-3A
	Office of Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor AIA Document A101
Section 00600	Bonds, Certificates and Affidavits
	Performance Bond
	Labor and Material Payment Bond
	E-Verify Documentation (Sample)
	Application and Certificate for Payment-AIA Document G702and G703

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§ 9.2.2 Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm water Management and Flood Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

§ 9.2.3 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

§ 9.2.4 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

§ 9.2.6 Severability Clause:
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

§ 9.2.7 Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

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This Agreement entered into as of the day and year first written above.

Owner: City of Mobile

Legal Name of Party to Contract:
Contractor:J. Hunt Enterprise General Contractors, LLC

OWNER *(Signature)*

William S. Stimpson, Mayor
(Rows deleted)
(Printed name and title)

CONTRACTOR *(By Signature)*

Jeremy Hunt, Owner
(Printed name and title)

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Jeremy Hunt as Owner of < J. Hunt Enterprise General Contractors L.L.C.> and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 26th day of September 2023.

Dana D Harbin
NOTARY PUBLIC
My Commission Expires: 12/2/26

DANA D. HARBIN
STATE OF ALABAMA
NOTARY PUBLIC
EXPIRES DECEMBER 2, 2026

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EXHIBIT A
SCOPE OF WORK

New Animal Services Facility
Phase 1 Surcharging Program

1450 Montlimar Drive
Mobile, Alabama 36609

Project #BG-054-22

The work of this contract consists of relocating a MAWSS sanitary sewer line and surcharging the area of the new animal services facility and the area of potential future expansion of that facility. The site, owned by the City of Mobile, has poor soils, making it necessary to consolidate the soils before embarking on Phase 2, the construction of the animal services facility.

END OF SCOPE OF WORK

THAMES BATRÉ
INSURANCE • SINCE 1891

MEMORANDUM:

Date: September 26, 2023

To: J Hunt Enterprises General Contractors, LLC & City of Mobile

From: Harry W. Mattei

Re: City of Mobile New Animal Services Facility-Phase 1
BG-054-22 Bond #8801303

To Whom It May Concern:

As a representative and Attorney-in-Fact for FCCI Insurance Company, Sarasota, FL regarding the above mentioned Payment and Performance bond and Labor and Material bond for J Hunt Enterprises General Contractors. I give The City of Mobile the authority to date the Power of Attorney, Payment and Performance bond and Labor and Material bond, for the above referenced project, the same date contracts are executed.

If you would be so kind, please let me know what date you use.

If you have any questions regarding this matter, please do not hesitate to call me.

Sincerely,

H W. Mattei

Harry W. Mattei
Attorney-in-Fact
FCCI Insurance Company

2065 Old Shell Road P.O. Box 6989, Mobile, AL 36660 251.473.9000 Fax 251.473.9010 800.514.8132
145 Cove Avenue Gulf Shores, AL 36542 251.968.4322 Fax 251.968.4323

Bond #8801303

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: J. Hunt Enterprise General Contractors, L.L.C. 9330 Ben Hamilton Rd Theodore, AL 36582, hereinafter called the Principal, and FCCI Insurance Company, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of One Million Seven Hundred Forty Four Thousand Six Hundred Forty Two and 00/100 Dollars ($1,744,642.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2023 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete City of Mobile, New Animal Service Facility – Phase I Surcharging Program (BG-054-22) 1450 Montlimar Drive, Mobile, Alabama 36609, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2023.

CONTRACTOR AS PRINCIPAL
Company: J. Hunt Enterprises General Contractor, LLC
(Corporate Seal)

By: _____
(Signature)

Name and Title: Jeremy Hunt, Owner

SURETY
Company: FCCI Insurance Company
(Corporate Seal)

By: _____
(Signature)

Name and Title: Peyton L. Mattei, Attorney in Fact

Resident Agent: _____
(Signature)

Name and Title: Peyton L. Mattei, Producer
Company Name: Thames Batre Insurance
Address: 2065 Old Shell Rd Mobile, AL 36607
Phone and Fax: 251-473-9000/251-473-9010

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Anna B Rushing; Harry W Mattei; L Taylor Beville; M Harland Ison Jr; Peyton L Mattei

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $10,000,000.00): $10,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed, this 13th day of May, 2020.

Attest: _____
Christopher Shoucair, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

_____
Christina D. Welch, EVP, General Counsel,
Chief Audit & Compliance Officer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

Notary Public State of Florida
Peggy Snow
My Commission GG 283505
Expires 02/27/2023

_____
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

Notary Public State of Florida
Peggy Snow
My Commission GG 283505
Expires 02/27/2023

_____
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this _____ day of _____, ____

_____
Christina D. Welch, EVP, General Counsel,
Chief Audit & Compliance Officer, Secretary

1-IONA-3592-NA-04, 05/2020

Bond #8801303

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, , J. Hunt Enterprise General Contractors, L.L.C. 9330 Ben Hamilton Rd Theodore, AL 36582, as Principal, and FCCI Insurance Company, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of One Million Seven Hundred Forty Four Thousand Six Hundred Forty Two and 00/100 Dollars ($1,744,642.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2023 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete City of Mobile, New Animal Service Facility – Phase I Surcharging Program (BG-54-22) 1450 Montlimar Drive, Mobile, Alabama 36609, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED,** however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint Peyton L. Mattei **Attorney-In-Fact,** as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2023

CONTRACTOR AS PRINCIPAL Company:
J Hunt Enterprises General Contractors, LLC
(Corporate Seal)

By: _____
(Signature)

Name and Title: Jeremy Hunt, Owner

SURETY
Company: FCCI Insurance Company
(Corporate Seal)

By: _____
(Signature)

Name and Title: Peyton L. Mattei, Attorney-in-Fact

Resident Agent: _____
(Signature)

Name and Title: Peyton L. Mattei
Company Name: Thames Batre Insurance
Address: 2065 Old Shell Rd Mobile,36607
Phone and Fax: 251-473-9000/251-473-9010

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Anna B Rushing; Harry W Mattei; L Taylor Beville; M Harland Ison Jr; Peyton L Mattei

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $10,000,000.00): $10,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

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Attest: _____
Christopher Shoucair, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

_____
Christina D. Welch, EVP, General Counsel,
Chief Audit & Compliance Officer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

Notary Public State of Florida
Peggy Snow
My Commission GG 283505
Expires 02/27/2023

_____
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

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Peggy Snow
My Commission GG 283505
Expires 02/27/2023

_____
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this _____ day of _____, ____

_____
Christina D. Welch, EVP, General Counsel,
Chief Audit & Compliance Officer, Secretary

1-IONA-3592-NA-04, 05/2020

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	J Hunt Enterprises General Contractors LLC
Address	9330 Ben Hamilton Rd, Theodore, Al 36582
Telephone	251-225-5520
E-Mail	dana@jhuntgc.com

RFP/RFQ Solicitation Number	BG-054-23
Project Description	Mobile Animal Servises Surcharge Programd
Is your company a DBE company?	Yes ☐ No ☑
Work force demographics	Male 24 Female 2 Minority 5 Non-minority _____ SDVO _____ Total #of Employees 26

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Dana Harbin

Signature: Dana Harbin Date: 9-13/2023

Title: Office Manager

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Dana Harbin Title: Office Manager

Email: dana@jhuntgc.com Phone: 251-660-1076

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OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company J Hunt Enterprises Your Bid/Proposal Amount $ 1,501,742.00 Date:

09 / 13 / 2023 Description City of Mobile Animal Services Surchage Program

Name of Bidder/Proposer: J Hunt Enterprises

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
Hughes Plumbing and Utility	476-5002	Sewer utility work and trucking	225,262.00	15%	yes	

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OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: J Hunt Enterprises General Contractors

Contact Person: Dana Harbin Phone 251-660-1076 Email dana@jhuntgc.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (□)	NO (□)	Did you do these suggested areas for DBE recruitment and engagement
X		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
	X	**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
X		**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
X		**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	X	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	X	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

X		**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	X	**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	X	**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

Alabama Secretary of State

J. Hunt Enterprise General Contractors, L.L.C.	
Entity ID Number	000 - 489 - 039
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	01/19/2007
Registered Agent Name	HUNT, JEREMY EDWARD
Registered Office Street Address	9330 BEN HAMILTON ROAD THEODORE, AL 36582
Registered Office Mailing Address	9330 BEN HAMILTON ROAD THEODORE, AL 36582
Nature of Business	ANY LAWFUL ACTIVITY
Members	
Member Name	HUNT, JEREMY
Member Street Address	4657 GOLD MINE ROAD EAST MOBILE, AL 36619
Member Mailing Address	4657 GOLD MINE ROAD EAST MOBILE, AL 36619
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	2020 2021 2022 2023
Transactions	
Transaction Date	06/28/2019
Incorporator/Member/Partner Activity	HUNT, JEREMY
Transaction Date	06/28/2019
Principal Office Changed From	THEODORE, AL
Transaction Date	06/28/2019

J. Hunt Enterprise General Contractors, L.L.C.	
Registered Agent Changed From	HUNT, JEREMY EDWARD 4657 GOLD MINE ROAD EAST MOBILE, AL 36619
Transaction Date	07/01/2019
Agent Mailing Address Changed From	* Added
Transaction Date	07/01/2019
Registered Agent Changed From	HUNT, JEREMY EDWARD 5774 LUNDY RD THEODORE, AL 36582
Transaction Date	09/14/2020
Agent Mailing Address Changed From	HUNT, JEREMY EDW 4657 GOLD MINE ROAD EAST MOBILE, AL 36619
Transaction Date	09/14/2020
Registered Agent Changed From	HUNT, JEREMY EDW 4657 GOLD MINE ROAD EAST MOBILE, AL 36619
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	01/19/2007 Certificate of Formation 2 pgs.
Document Date / Type / Pages	07/01/2019 Registered Agent Change 2 pgs.
Document Date / Type / Pages	07/03/2019 Articles of Amendment 3 pgs.
Document Date / Type / Pages	09/14/2020 Registered Agent Change 2 pgs.

Browse Results New Search

Company ID Number: 710146

Approved by:

Employer J Hunt Enterprises General Contractors, L.L.C	
Name (Please Type or Print) Kathryn G Beam	Title
Signature Electronically Signed	Date 09/11/2013
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/11/2013

Company ID Number: 710146

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	J Hunt Enterprises General Contractors, L.L.C
Company Facility Address	4657 Gold Mine Rd. E Mobile, AL 36619
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	631235305
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

Company ID Number: 710146

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

ALABAMA	1 site(s)

Company ID Number: 710146

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Jeremy E Hunt
Phone Number	(251) 660 - 1076
Fax Number	(251) 660 - 2955
Email Address	Jeremy@JHuntgc.com

Name	Kathryn G Beam
Phone Number	(251) 660 - 1076
Fax Number	(251) 660 - 2955
Email Address	Kathy@JHuntgc.com

Page intentionally left blank

JHUNTEN-01 MSTABLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Thames Batre' Insurance
PO Box 6989
Mobile, AL 36660

CONTACT NAME: Ashley Spaulding, CISR
PHONE (A/C, No, Ext): (251) 643-7043 FAX (A/C, No): (251) 473-9010
E-MAIL ADDRESS: ashley@thamesbatre.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Indemnity Company	23280
INSURER B : Ascot Specialty Insurance Company	
INSURER C : Evanston Insurance Company	35378
INSURER D : The Sheffield Fund	
INSURER E :	
INSURER F :	

INSURED
J. Hunt Enterprises General Contractors, LLC
9330 Ben Hamilton Road
Theodore, AL 36582

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR	X	X	EPP 0588579	9/3/2021	9/3/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X	X	EBA 0588579	9/3/2023	9/3/2024	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE			ESXS2310002562-01	9/3/2023	9/3/2024	AGGREGATE	$ 5,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A	N/A	X	3FF3824	1/1/2023	12/31/2023	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
D	Workers Compensation			600-2023-26302-00	1/1/2023	12/31/2023	Per Statute	
A	Equipment Floater			EPP 0588579	9/3/2021	9/3/2024	Leased/Rented	300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: BG-054-22 New Animal Service Facility - Phase I Surcharging Program - 1450 Montlimar Dr., Mobile, AL 36609
Regarding Workers Compensation, Jeremy Hunt is an excluded officer.

With regard to City of Mobile:

General Liability:

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Mobile
P.O. Box 1827
Mobile, AL 36633

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: JHUNTEN-01 MSTABLER

LOC #: 1

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Thames Batre' Insurance	J. Hunt Enterprises General Contractors, LLC 9330 Ben Hamilton Road Theodore, AL 36582
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Additional Insured provisions apply with respect to General Liability, subject to form GA 472 05 20, if required by written contract.

Waiver of Subrogation provisions apply with respect to General Liability, subject to form GA 472 05 20, if required by written contract.

Primary & Non-Contributory provisions apply with respect to General Liability, subject to form GA 472 05 20, if required by written contract.

Per Project Aggregate provisions apply with respect to General Liability, subject to form GA 101 12 04, if required by written contract.

Automobile:

Additional Insured provisions apply with respect to Automobile Liability, subject to form AA 288 06 20, if required by written contract.

Waiver of Subrogation provisions apply with respect to Automobile Liability, subject to form AA 288 06 20, if required by written contract.

Primary & Non-Contributory provisions apply with respect to Automobile Liability, subject to form AA 288 06 20, if required by written contract.

Workers' Compensation:

Waiver of subrogation in favor of certificate holder when required by written contract.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

   a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

      (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

      (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

   b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and included in the "products-completed operations hazard", but only if:

      (1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

      (2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

      If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

      If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

   a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of.*

3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. **Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations**

1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.

2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

E. **Section IV - Commercial General Liability Conditions** is amended to add the following:

Automatic Additional Insured Provision

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This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and
2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, Other Insurance, b. Excess Insurance**; or
2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

G. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

H. Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

Waiver of Subrogation

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this Coverage Part restrict this insurance. Read the entire Coverage Part carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this Coverage Part. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED.**

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V - DEFINITIONS.**

SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; SECTION I - COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY;** or medical expenses under **SECTION I - COVERAGES, COVERAGE C. MEDICAL PAYMENTS.**

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B.**

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the "coverage term" in which "bodily injury" or "property damage" occurs, you did not know, per Paragraph **1.d.** below, that the "bodily injury" or "property damage" had occurred or had begun to occur, in whole or in part.

c. "Bodily injury" or "property damage" which:

(1) Occurs during the "coverage term"; and

(2) Was not, prior to the "coverage term", known by you, per Paragraph **1.d.** below, to have occurred;

includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the "coverage term" in which it first became known by you.

d. You will be deemed to know that "bodily injury" or "property damage" has occurred at the earliest time when any "authorized representative":

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage";

(3) First observes, or reasonably should have first observed, the "bodily injury" or "property damage";

(4) Becomes aware, or reasonably should have become aware, by any means other than as described in **(3)** above, that "bodily injury" or "property damage" had occurred or had begun to occur; or

(5) Becomes aware, or reasonably should have become aware, of a

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condition from which "bodily injury" or "property damage" is substantially certain to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. **Exclusions**

This insurance does not apply to:

a. **Expected or Intended Injury**

"Bodily injury" or "property damage" which may reasonably be expected to result from the intentional or criminal acts of the insured or which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually expected or intended. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. **Contractual Liability**

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. When a claim for such "bodily injury" or "property damage" is made, we will defend that claim provided the insured has assumed the obligation to defend such claim in the "insured contract". Such defense payments will not reduce the limits of insurance.

c. **Liquor Liability**

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. **Workers' Compensation and Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. **Employer's Liability**

"Bodily injury" to:

(1) An "employee" of the insured sustained in the "workplace";

(2) An "employee" of the insured arising out of the performance of duties related to the conduct of the insured's business; or

(3) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraphs **(1)** or **(2)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. **Pollutant**

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, Paragraph **(a)** does not apply to:

1) "Bodily injury" to any person injured while on any premises, site or location owned or occupied by, or rented or loaned to, you provided:

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a) The injury is caused by the inadequate ventilation of vapors;

b) The person injured is first exposed to such vapors during the policy period; and

c) Within 30 days of such first exposure, the person injured is clinically diagnosed or treated by a physician for the medical condition caused by the exposure to such vapors. However, Paragraph **c)** does not apply if the "bodily injury" is caused by vapors produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests.

This exception **1)** shall apply only to Named Insureds; we shall have no duty to defend or pay damages for any person or organization that is not a Named Insured. However, this paragraph does not apply if the "bodily injury" is caused by vapors produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests.

For the purpose of the exception granted in Paragraph **1)** only, vapors means any gaseous or airborne irritant or airborne contaminant, including smoke, fumes, vapor or soot, but excluding asbestos, which is discharged, dispersed, emitted, released or escapes from materials, machinery or equipment used in the service or maintenance of the premises. Vapors does not mean any gaseous or airborne irritants or contaminants used in a manufacturing process or which is the product or by-product of any manufacturing process;

2) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor, and the owner or lessee of such premises, site or location has been added to this Coverage Part as an additional insured with respect to your ongoing operations or "your work" performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

3) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

1) Any insured; or

2) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, Paragraph **(d)** does not apply to:

1) "Bodily injury" or "property damage" arising out of the discharge, dispersal, seepage, migration, release, es-

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cape or emission of fuels, lubricants or other operating fluids, or exhaust gases, which are needed to perform, or are the result of, the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids, or exhaust gases, escape, seep or migrate, or are discharged, dispersed, released or emitted from a vehicle part designed to hold, store or receive them. This exception does not apply if the fuels, lubricants or other operating fluids, or exhaust gases, escape, seep or migrate, or are discharged, dispersed, released or emitted with the intent to cause "bodily injury" or "property damage" or with the knowledge that "bodily injury" or "property damage" is substantially certain to occur, or if such fuels, lubricants or other operating fluids, or exhaust gases, are brought on or to the premises, site or location with such intent to escape, seep or migrate, or be discharged, dispersed, released or emitted as part of the operations being performed by such insured, contractor or subcontractor;

2) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

3) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, Paragraphs **(2)(a)** and **(b)** do not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

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(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage to Property

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of an insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days, for which the amount we will pay is limited to the Damage To Premises Rented To You Limit as described in **SECTION III - LIMITS OF INSURANCE**.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage to Your Product

"Property damage" to "your product" arising out of it or any part of it.

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l. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage to Impaired Property or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall of Products, Work or Impaired Property

Any liability or damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal and Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Asbestos

"Bodily injury" or "property damage" arising out of, attributable to, or any way related to asbestos in any form or transmitted in any manner.

q. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)** or **(c)** above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Additional Insured Prior Knowledge

An additional insured added by attachment of an endorsement to this Coverage Part that is seeking coverage for a claim or "suit", if that additional insured knew, per the following paragraph, that "bodily injury" or "property damage" had occurred or had begun to occur, in whole or in part, prior to the "coverage term" in which such "bodily injury" or "property damage" occurs or begins to occur.

An additional insured added by attachment of an endorsement to this Coverage Part will be deemed to have known that "bodily injury" or "property damage" has occurred or has begun to occur at the earliest time when that additional insured, or any one of its owners, members, partners, managers, executive officers, "employees" assigned to manage that additional insured's insurance program, or "employees" assigned to give or receive notice of an "occurrence", "personal and advertising injury" offense, claim or "suit":

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(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage";

(3) First observes, or reasonably should have first observed, the "bodily injury" or "property damage";

(4) Becomes aware, or reasonably should have become aware, by any means other than as described in **(3)** above, that "bodily injury" or "property damage" had occurred or had begun to occur; or

(5) Becomes aware, or reasonably should have become aware, of a condition from which "bodily injury" or "property damage" is substantially certain to occur.

s. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

t. Distribution of Material in Violation of Statutes

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or

b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **q.** do not apply to "property damage" by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the Damage to Premises Rented To You Limit as described in **SECTION III - LIMITS OF INSURANCE.**

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; SECTION I - COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY;** or medical expenses under **SECTION I - COVERAGES, COVERAGE C. MEDICAL PAYMENTS.**

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B.**

b. This insurance applies to "personal and advertising injury" only if:

(1) The "personal and advertising injury" is caused by an offense arising out of your business; and

(2) The "personal and advertising injury" offense was committed in the "coverage territory" during the policy period; and

(3) Prior to the "coverage term" in which the "personal and advertising injury" offense is committed, you did not know, per Paragraph **1.d.** below, that the offense had been committed or had begun to be committed, in whole or in part.

c. "Personal and advertising injury" caused by an offense which:

(1) Was committed during the "coverage term"; and

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(2) Was not, prior to the "coverage term", known by you, per Paragraph **1.d.** below, to have been committed;

includes any continuation, change or resumption of that offense after the end of the "coverage term" in which it first became known by you.

d. You will be deemed to know that a "personal and advertising injury" offense has been committed at the earliest time when any "authorized representative":

(1) Reports all, or any part, of the "personal and advertising injury" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "personal and advertising injury";

(3) First observes, or reasonably should have first observed, the offense that caused the "personal and advertising injury";

(4) Becomes aware, or reasonably should have become aware, by any means, other than as described in **(3)** above, that the offense had been committed or had begun to be committed; or

(5) Becomes aware, or reasonably should have become aware, of a condition from which "personal and advertising injury" is substantially certain to occur.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation of Rights of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior to Coverage Term

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the later of the following:

(1) The inception of this Coverage Part; or

(2) The "coverage term" in which insurance coverage is sought.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "personal and advertising injury" is caused by or arises out of an offense committed subsequent to the execution of the contract or agreement. When a claim for such "personal and advertising injury" is made, we will defend that claim, provided the insured has assumed the obligation to defend such claim in the "insured contract". Such defense payments will not reduce the limits of insurance.

f. Breach of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality or Performance of Goods - Failure to Conform to Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement of Copyright, Patent, Trademark or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, pat-

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ent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds in Media and Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web-sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **17. a., b.** and **c.** of "personal and advertising injury" under **SECTION V - DEFINITIONS.**

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet is not, by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board any insured hosts, owns, or over which any insured exercises control.

l. Unauthorized Use of Another's Name or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Employment Related Practices

"Personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs **(a), (b)** or **(c)** above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

n. Pollutant

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants" at any time.

o. Pollutant-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

p. Asbestos

"Personal and advertising injury" arising out of, attributable to, or any way related to asbestos in any form or transmitted in any manner.

q. Additional Insured Prior Knowledge

An additional insured added by attachment of an endorsement to this Coverage Part that is seeking coverage for a claim or "suit", if that additional insured knew, per the following paragraph, that a "personal and advertising injury" offense had been committed or had begun to be committed, in whole or in part, prior to the "coverage term" in which such offense

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was committed or began to be committed.

An additional insured added by attachment of an endorsement to this Coverage Part will be deemed to have known that a "personal and advertising injury" offense has been committed or has begun to be committed at the earliest time when that additional insured, or any one of its owners, members, partners, managers, executive officers, "employees" assigned to manage that additional insured's insurance program, or "employees" assigned to give or receive notice of an "occurrence", "personal and advertising injury" offense, claim or "suit":

(1) Reports all, or any part, of the "personal and advertising injury" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "personal and advertising injury";

(3) First observes, or reasonably should have first observed, the offense that caused the "personal and advertising injury";

(4) Becomes aware, or reasonably should have become aware, by any means other than as described in **(3)** above, that the "personal and advertising injury" offense had been committed or had begun to be committed; or

(5) Becomes aware, or reasonably should have become aware, of a condition from which "personal and advertising injury" is substantially certain to occur.

r. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

s. Distribution of Material in Violation of Statutes

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or

b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

COVERAGE C. MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

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a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury on Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation and Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletic Activities

To any person injured while officiating, coaching, practicing for, instructing or participating in any physical exercises or games, sports, or athletic contests or exhibitions of an athletic or sports nature.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.
5. All costs taxed against the insured in the "suit".
6. Prejudgment interest awarded against the insured on that part of the judgment we become obligated to pay and which falls within the applicable limit of insurance. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:
   a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
   c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
   d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
   e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
   a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by

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you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by,

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Insurance under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. a. The General Aggregate Limit is the most we will pay for the sum of:

(1) Medical expenses under **COVERAGE C. MEDICAL PAYMENTS;**

(2) Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

(3) Damages under **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY.**

This General Aggregate Limit will not apply if either the Location General Aggre-

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gate Limit of Insurance, Paragraph **2.b.**, or the Construction Project General Aggregate Limit of Insurance, Paragraph **2.c.** applies.

b. A separate Location General Aggregate Limit of Insurance, equal to the amount of the General Aggregate Limit shown in the Declarations, shall apply to each location owned by, or rented or leased to you and is the most we will pay for the sum of:

(1) Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

(2) Medical expenses under **COVERAGE C. MEDICAL PAYMENTS,**

which can be attributed to operations at only a single location owned by, or rented or leased to you.

c. A separate Construction Project General Aggregate Limit of Insurance, equal to the amount of the General Aggregate Limit shown in the Declarations, shall apply to each construction project and is the most we will pay for the sum of:

(1) Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

(2) Medical expenses under **COVERAGE C. MEDICAL PAYMENTS;**

which can be attributed only to ongoing operations and only at a single construction project.

d. Only for the purpose of determining which General Aggregate Limit of Insurance, **2.a., 2.b.,** or **2.c.**, applies:

(1) Location means premises involving the same or connecting lots, or premises, whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

(2) Construction project means a location you do not own, rent or lease where ongoing improvements, alterations, installation, demolition or maintenance work is performed by you or on your behalf. All connected ongoing improvements, alterations, installation, demolition or maintenance work performed by you or on your behalf at the same location for the same persons or organizations, no matter how often or under how many different contracts, will be deemed to be a single construction project.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to **2.a.** above, the Personal and Advertising Injury Limit is the most we will pay under **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to **2. or 3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**; and

b. Medical expenses under **COVERAGE C. MEDICAL PAYMENTS**;

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire or explosion, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to **5.** above, the Medical Expense Limit is the most we will pay under **COVERAGE C. MEDICAL PAYMENTS** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each "coverage term".

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties in the Event of Occurrence, Offense, Claim or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or

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a "personal and advertising injury" offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Liberalization

If, within 60 days prior to the beginning of this Coverage Part or during the policy period, we make any changes to any forms or endorsements of this Coverage Part for which there is currently no separate premium charge, and that change provides more coverage than this Coverage Part, the change will automatically apply to this Coverage Part as of the latter of:

a. The date we implemented the change in your state; or

b. The date this Coverage Part became effective; and

will be considered as included until the end of the current policy period. We will make no additional premium charge for this additional coverage during the interim.

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** or **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over:

(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar insurance for "your work";

(b) That is Fire or Explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to

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premises rented to you or temporarily occupied by you with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g. Aircraft, Auto or Watercraft.**

(2) Any other primary insurance available to the insured covering liability for damages arising out of the premises or operations, or the products and completed operations, for which the insured has been added as an additional insured by attachment of an endorsement.

(3) Any other insurance:

(a) Whether primary, excess, contingent or on any other basis, except when such insurance is written specifically to be excess over this insurance; and

(b) That is a consolidated (wrap-up) insurance program which has been provided by the prime contractor/project manager or owner of the consolidated project in which you are involved.

When this insurance is excess, we will have no duty under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** or **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

6. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If:

(1) The earned premium is less than the deposit premium, we will return the excess to the first Named Insured; or

(2) The earned premium is greater than the deposit premium, the difference will be due and payable to us by the first Named Insured upon notice from us.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

7. Representations

By accepting this Coverage Part, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this Coverage Part in reliance upon your representations.

8. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

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a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

9. **Transfer of Rights of Recovery Against Others to Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

10. **Two or More Coverage Forms or Policies Issued by Us**

If this Coverage Part and any other Coverage Form, Coverage Part or policy issued to you by us or any company affiliated with us apply to the same "occurrence" or "personal and advertising injury" offense, the aggregate maximum limit of insurance under all the Coverage Forms, Coverage Parts or policies shall not exceed the highest applicable limit of insurance under any one Coverage Form, Coverage Part or policy. This condition does not apply to any Coverage Form, Coverage Part or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Part.

11. **When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast, telecast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. "Advertisement" includes a publicity article. For purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".

2. "Authorized representative" means:

a. If you are designated in the Declarations as:

(1) An individual, you and your spouse are "authorized representatives".

(2) A partnership or joint venture, your members, your partners, and their spouses are "authorized representatives".

(3) A limited liability company, your members and your managers are "authorized representatives".

(4) An organization other than a partnership, joint venture or limited liability company, your "executive officers" and directors are "authorized representatives". Provided you are not a publicly traded organization, your stockholders are also "authorized representatives".

(5) A trust, your trustees are "authorized representatives".

b. Your "employees":

(1) Assigned to manage your insurance program; or

(2) Responsible for giving or receiving notice of an "occurrence", "personal and advertising injury" offense, claim or "suit";

are also "authorized representatives".

3. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

4. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

5. "Coverage term" means the following individual increment, or if a multi-year policy period, increments, of time, which comprise the policy period of this Coverage Part:

a. The year commencing on the Effective Date of this Coverage Part at 12:01 AM standard time at your mailing address shown in the Declarations, and if a multi-year policy period, each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at

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12:00 AM standard time at your mailing address shown in the Declarations on the earlier of:

(1) The day the policy period shown in the Declarations ends; or

(2) The day the policy to which this Coverage Part is attached is terminated or cancelled.

b. However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".

6. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above;

(2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication,

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in **a.** above or in a settlement to which we agree.

7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "property damage" by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal and advertising injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury", "property damage" or "personal and advertising injury" arising out of construction or demolition operations, within 50 feet of any rail-

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road property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(2)** above and supervisory, inspection, architectural or engineering activities;

(4) That indemnifies an advertising, public relations or media consulting firm for "personal and advertising injury" arising out of the planning, execution or failure to execute marketing communications programs. Marketing communications programs include but are not limited to comprehensive marketing campaigns; consumer, trade and corporate advertising for all media; media planning, buying, monitoring and analysis; direct mail; promotion; sales materials; design; presentations; point-of-sale materials; market research; public relations and new product development;

(5) Under which the insured, if an advertising, public relations or media consulting firm, assumes liability for "personal and advertising injury" arising out of the insured's rendering or failure to render professional services, including those services listed in Paragraph **(4)**, above;

(6) That indemnifies a web-site designer or content provider, or Internet search, access, content or service provider for injury or damage arising out of the planning, execution or failure to execute Internet services. Internet services include but are not limited to design, production, distribution, maintenance and administration of web-sites and web-banners; hosting web-sites; registering domain names; registering with search engines; marketing analysis; and providing access to the Internet or other similar networks; or

(7) Under which the insured, if a web-site designer or content provider, or Internet search, access, content or service provider, assumes liability for injury or damage arising out of the insured's rendering or failure to render Internet services, including those listed in Paragraph **(6)**, above.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" includes supervisors furnished to you by the labor leasing firm. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to

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permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement"; or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

18. "Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include but are not limited to substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether the injury or damage is caused directly or indirectly by the "pollutants" and whether:

a. The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or

b. The insured uses, generates or produces the "pollutant".

19. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed; or

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site; or

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a schedule, states that products-completed operations are included.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which money damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

c. An appeal of a civil proceeding.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Workplace" means that place and during such hours to which the "employee" sustaining "bodily injury" was assigned by you, or any other person or entity acting on your behalf, to work on the date of "occurrence".

25. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

26. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

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NUCLEAR ENERGY LIABILITY EXCLUSION
(Broad Form)

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

(1) With respect to which an insured under this Coverage Part is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the insured is, or had this Coverage Part not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material", if:

(1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an insured, or **(b)** has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this exclusion:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

A. Any "nuclear reactor";

B. Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

C. Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

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D. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

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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.

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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.

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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".

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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.

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AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To provide portable toilet rentals during Mardi Gras 2024 at various City of Mobile locations

Amount of Contract:

$69,026.00

Funding Source

Project # Various City of Mobile locations - Portable Toilets Mardi Gras 2024 PS-001-24	**Discretionary Funds**
Project String 10043037-42140	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
PS-001-24 Various City of Mobile locations - Portable Toilets Mardi Gras 2024	Cover Memo	12/5/2023

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate Asset Management	Boatwright, Cassie	Approved	12/5/2023 - 11:38 AM
Budget	Moore, Rick	Approved	12/5/2023 - 12:31 PM
Legal	Kern, Chris	Approved	12/7/2023 - 12:16 PM

Legal	Kern, Chris	Approved	12/7/2023 - 12:17 PM
Mayors Office	Montgomery, Brandi	Approved	12/7/2023 - 3:00 PM

RESOLUTION

2023

Sponsored by:

Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	POT-O-GOLD RENTALS, LLC
Project Name:	PORTABLE TOILETS MARDI GRAS 2024 @ VARIOUS CITY OF MOBILE LOCATIONS (1-YEAR SERVICE CONTRACT)
Project Number:	PS-001-24
Amount:	$69,026.00

Adopted:

_____

City Clerk

STANDARD SERVICE CONTRACT AGREEMENT BETWEEN CITY OF MOBILE AND SERVICE CONTRACTOR

This **AGREEMENT** made and entered into this _____day of _____, in the year _____,

by and between **THE CITY OF MOBILE**, by its Mayor, duly authorized party of the first part, hereinafter called the "City",

And the **SERVICE CONTRACTOR**: POT-O-GOLD RENTALS, LLC
5237 HENRY ROAD
EIGHT MILE, ALABAMA 36613
TELEPHONE: (888) 768-6465

City of Mobile License Number: 074702

Secretary of State Registration Number: 000-294-485

City of Mobile Vendor Number: 284249

PROJECT NAME: SERVICE CONTRACT –
PORTABLE TOILETS MARDI GRAS 2024

PROJECT LOCATION: VARIOUS CITY OF MOBILE LOCATIONS

PROJECT NUMBER: PS-001-24

County of Mobile
City of Mobile, Alabama

WITNESSETH, that this Service Contractor and the City of Mobile, for the considerations stated herein, agree as follows:

ARTICLE 1. Statement of Work to be Performed:

1.1 The Service Contractor shall furnish all labor, material, tools, equipment and supplies and perform all work required to provide portable toilet units at various City of Mobile locations, in strict accordance with the Contract Documents as listed in Article 6, all of which are made part hereof, as prepared by or under the direction of the Director of Real Estate Asset Management.

ARTICLE 2. Term of Contract:

2.1 The Work shall commence on the date of a written Notice to Proceed, issued by the Owner. The Term of the Contract is for a period of the Scope of Work. The City of Mobile shall have the right to extend the Contract at the end of the term at rates listed on the Schedule of Values, for a period not to exceed thirty (30) calendar days.

ARTICLE 3. Contract Sum:

3.1 The City shall pay the Service Contractor for the term of the Contract, subject to additions and deductions provided herein, in current fund, the sum as follows:

Total Contract Sum (One Term - All Locations):

Sixty-Nine Thousand Twenty-Six and 00/100 Dollars (Amount in Words) ($69,026.00) (Amount in Numbers)

In case of any discrepancy, the amount in words shall govern this Bid.

The City of Mobile reserves the right to add, remove and modify services, as needed during the term of this Agreement.

Bids shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents.

3.2 Schedule of Values (One Term):

Provide One Hundred Twelve (112) standard portable toilets for Twenty (20) days, Thursday, January 25, 2024, to Wednesday, February 14, 2024:
$350.00 per unit x 112 units = $39,200.00

Provide Nineteen (19) ADA accessible portable toilets for Twenty (20) days, Thursday, January 25, 2024, to Wednesday, February 14, 2024:
$440.00 per unit x 19 units = $8,360.00

Provide Eleven (11) Handwashing Stations for Twenty (20) days, Thursday, January 25, 2024, to Wednesday, February 14, 2024:
$350.00 per unit x 11 units = $3,850.00

Provide Eighty-Seven (87) standard portable toilets for Six (6) days, Friday, February 9, 2024, to Wednesday, February 14, 2024:
$155.00 per unit x 87 units = $13,485.00

Provide Nine (9) ADA accessible portable toilets for Six (6) days, Friday, February 9, 2024, to Wednesday, February 14, 2024:
$250.00 per unit x 9 units = $2,250.00

Provide Eleven (11) Handwashing Stations for Six (6) days, Friday, February 9, 2024, to Wednesday, February 14, 2024:

$171.00 per unit x 11 units = $1,881.00

3.3 Unit Prices:

Unit Prices for additional Units outside the scope of Basic Services, the following total rates shall apply:

One (1) Standard portable toilet for Twenty (20) days, Friday, January 25, 2024 to Wednesday, February 14, 2024: $350.00 per unit

One (1) ADA accessible portable toilet for Twenty (20) days, Friday, January 25, 2024 to Wednesday, February 14, 2024: $440.00 per unit

One (1) Handwashing Station for Twenty (20) days, Friday, January 25, 2024 to Wednesday, February 14, 2024: $350.00 per unit

One (1) Standard portable toilet for Six (6) days, Friday, February 9, 2024, to Wednesday, February 14, 2024: $155.00 per unit

One (1) ADA accessible portable toilet for Six (6) days, Friday, February 9, 2024, to Wednesday, February 14, 2024: $250.00 per unit

One (1) Handwashing Station for Six (6) days, Friday, February 9, 2024, to Wednesday, February 14, 2024: $171.00 per unit

ARTICLE 4. Payments:

4.1 The City shall pay the Service Contractor on account of the Contract as follows:

A. Payments shall be made on a monthly basis, for completed work as specified.

B. Original invoices shall be delivered to the Service Contract Project Manager for review and approval.

C. Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

ARTICLE 5. Termination of the Contract:

5.1 The Owner or Service Contractor may terminate the Contract upon thirty (30) days written notice. The Owner shall pay the Service Contractor for work executed and for proven loss with respect to materials, equipment, tools and reasonable overhead.

5.2 The City shall not make payment to the Service Contractor for profit and damages, as the result of terminating the Contract.

ARTICLE 6. Contract Documents:

6.1 The contract documents consist of this Agreement, General Conditions of the Contract, and the Specifications (all of which are bound in the Project Manual), Addenda issued prior to the execution of the Contract, the Service Contractor's Proposal as accepted by the City of Mobile, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. This Instrument (Agreement)
2. Scope of Work
3. Exhibit A – List of Services
4. Exhibit B – Parade Schedule
5. Exhibit C – Locations
6. Bid Form
7. Subcontracting & Major Supplier Plan
8. Secretary of State Business Entity Record
9. E-Verify Documentation
10. Certificates of Insurance with Endorsements
11. General Conditions

ARTICLE 7. Insurance:

7.1 Required coverage:
7.1.1 For the term of this Agreement, Service Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, **which such insurance shall name the City of Mobile as an additional insured**, and shall attach to this contract, as proof thereof, a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. General Liability Insurance - public liability including premises, products and complete operations.

1. Bodily injury liability:
   $250,000 each person
   $500,000 each occurrence
2. Property damage liability - $100,000 each occurrence.
3. Or, in lieu of (1) and (2) above:
   Bodily injury and property damage combined - $500,000 per occurrence

B. Comprehensive - Automobile Liability Insurance including owned, non-owned and hired vehicles.

1. Bodily injury liability:
   $250,000 each person
   $500,000 each occurrence
2. Property damage liability - $100,000 each occurrence.

3. Or, in lieu of (1) and (2) above)
Bodily injury and property damage combined - $500,000 per occurrence

C. Workers' Compensation/Employer's Liability: (when required by statue)
1. Workers' Compensation Insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

Said insurance coverage shall be Primary and Non-Contributory, waiver of subrogation shall apply in favor of the City with respect to all policies and no policy will be altered or terminated unless the City shall be given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate, and this sentence, shall evidence the Service Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement.

7.1.2 Certificate of Liability Insurance Endorsement Page
The following language shall be required on the Certificate of Insurance:
City of Mobile in included as an Additional Insured in respect to all policies (except Workers' Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-Contributory. Waiver of Subrogation applies in favor of the City of Mobile with respect to all policies. Thirty (30) day notice of cancellation, non-renewal or material change shall apply (except ten <10> days for non-payment).

ARTICLE 8. Miscellaneous Provisions:

8.1 Breach of Contract: In the event of any breach or apparent breach by Service Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Service Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which the City of Mobile may incur with respect to the City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

8.2 Indemnification: Service Contractor agrees to indemnify and hold the City of Mobile, its elected officials, officer, agents and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way of the performance of this Agreement and/or the activities of the Service Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City of Mobile is alleged to be liable. In the event that the City of Mobile, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Service Contractor hereby agrees to pay all of the costs of defense incurred by the City of Mobile, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if

necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to the Service Contractor or the City of Mobile, and these defenses and matters may be raised on behalf of the City of Mobile in any action or proceeding arising under this Agreement.

8.3 Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

8.4 Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

8.5 Licenses, Permits, Etc.: Service Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

8.6 No Agency Relationship Created: Service Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City of Mobile, but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City of Mobile may from time to time request, to indicate that it is an independent contractor. The City of Mobile does not and will not assume any responsibility for the means by which or the manner in which the services by Service Contractor provided for herein are performed, but on the contrary, Service Contractor shall be wholly responsible therefore.

8.7 Anti-Discrimination: Service Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent (15%) of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

8.8 Assertion of Rights: Failure by the City of Mobile to assert a right or remedy shall not be construed as a waiver of that right or remedy.

8.9 State of Alabama Immigration Law: By signing this contract, the contracting parties affirm for the duration of the agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

8.10 Public contracts with entities engaging in certain boycott activities: By signing this contract, the Service Contractor further represents and agrees that it is not currently engaged

in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

8.11 *Force Majeure*: In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Acts of God, pandemics, or other reasons of a like nature, not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

8.12 Assignment/Subletting: Service Contractor shall not assign, sublet, or transfer its interest in this Agreement without written consent of the City of Mobile, which consent will be granted or withheld at the City's sole discretion.

8.13 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

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ARTICLE 9. Signature:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Service Contractor by such duly authorized officers or individuals as may be required by law.

OWNER:
City of Mobile

_____
Signature

William. S. Stimpson
Mayor, City of Mobile

SERVICE CONTRACTOR:
Pot-O-Gold Rentals, LLC

_____
Signature

Dennis G. Flynn, President
Printed Name and Corporate Title

ATTEST:

_____
City Clerk

STATE OF Louisiana
COUNTY OF Tangipahoa

Before me, the undersigned a Notary Public in and for said County and State, personally appeared **Dennis G. Flynn** as **President** of **Pot-O-Gold Rentals, LLC** and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above. Sworn to and subscribed for me this 16th day of November, 2023.

_____
NOTARY PUBLIC
My Commission Expires: At Death

L. WAYNE PEARL
NOTARY PUBLIC
LA. BAR ROLL #30664
STATE OF LOUISIANA
My Commission Expires
At Death

END OF SECTION

SECTION 001000

SCOPE OF WORK
PORTABLE TOILETS MARDI GRAS 2024

Scope of Services:
Work to be performed by Service Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, equipment and supplies, and all associated travel time and expenses required to provide and maintain Portable Toilets and Handwashing Stations at Various Locations for the 2024 Mardi Gras Season as listed under Exhibit A, Locations, in accordance with the terms of this Contract.

1. General:

A. Coordinate all work with the Building Services Project Manager
B. Furnish and maintain toilet paper in all units at all times.
C. Furnish and maintain soap/gel or alcohol/gel and cleaner dispenser in all units at all times.
D. Furnish and maintain soap, water, and paper towels in the dispensers in all handwashing units at all times.
E. Furnish best portable units available, necessary chemicals and cleaning agents to keep units clean and free of odor.
E. Portable toilets shall not be placed near storm drain inlets nor fire hydrants. Maintain Twenty-Five (25) feet minimum distance unless otherwise directed by Service Contract Administrator.
F. Exact location of all portable toilets and handwashing stations to be determined by the Building Services Project Manager

2. Scheduling:

A. Schedule installation of units with the Building Services Project Manager Provide minimum 24 hours advance notice.
B. Install, service and remove all portable toilets in a careful manner with all necessary consideration for neighbors and the public. Avoid interference with the use of and passage to and from adjacent buildings and facilities.
C. Portable toilets are to be serviced daily with chemicals and toilet paper shall be provided. All portable toilets shall be serviced twice on January 25 – February 13, 2024. One (1) additional spot check shall be performed on February 13, 2024 and serviced as required.
D. All portable toilets shall be in place for public use, in accordance with the attached List of Services (Exhibit A). All units shall be completely removed from all locations no later than February 29, 2024.

3. Cleaning:

A. Service each unit when specified by pumping out contents of portable units, cleaning interior of units and replenishing paper supplies, etc. Units are to be serviced with chemicals accepted in the industry.
B. At the end of the period specified, toilets are to be picked up and the site cleared of any debris from the use of the facility. Leave site in a neat and orderly condition.

Additional Services:
The City of Mobile may, during the term of this Agreement, request for Additional Services to add units: Standard, Handicapped Accessible, and Handwashing Stations to additional locations, as needed.

END OF SECTION

1.11 Miscellaneous

1.11.1. All inquiries should be directed to:

Chad Holm
City of Mobile Building Servcies Project Manager
205 Government Street, 5th Floor, South Tower, Room 543
Mobile, AL 36602
251.208.7519
chad.holm@cityofmobile.org

END OF SECTION

EXHIBIT A
PORTABLE TOILETS MARDI GRAS 2024
LIST OF SERVICES

Item # 1 - Provide the follow units for dates January 25th – February 13th, 2024.
112 Standard, 19 ADA, and 11 Handwashing Stations as follows:

1. Four (4) standard units on Claiborne Street near center gate of Civic Center Parking Lot Fence.

2. Five (5) standard units, One (1) ADA unit, and One (1) handwashing station near center of brick wall on the Southeast corner of Civic Center Parking Lot at Canal and Claiborne Streets.

3. Four (4) standard units and One (1) ADA unit near Street Car Shelter on Claiborne Street near Civic Center.

4. Two (2) standard units on outside wall of Church Street Cemetery at Library Pump House.

5. Four (4) standard units at Southeast corner of Government and South Lawrence Streets.

6. Three (3) standard units at Northeast corner of Conti Street and Broad Street.

7. Nine (9) standard units, One (1) ADA unit, and One (1) handwashing station at Spanish Plaza.

8. Sixteen (16) standard units, Four (4) ADA units, and Two (2) handwashing stations at Bienville Square on the northeast corner of Conception Street and St. Francis Street.

9. Five (5) standard units, One (1) ADA unit, and One (1) handwashing station on North side of Wallace Tunnel Ventilation Building.

10. Three (3) standard units and One (1) ADA unit on North side of Theater Street just east of Fort Conde Charlotte House Fence.

11. Three (3) standard units at City Parking Lots on Church Street and South Conception St.

12. Six (6) standard units on the East Side of Fort Conde parking lot between chain link fence and Service Road.

13. Two (2) standard units, One (1) ADA unit, and One (1) handwashing station at Library Administrative Offices, 702 Government Street.

14. Three (3) standard units, One (1) ADA unit, and One (1) handwashing station on the east side of North Jefferson St. at Spring Hill Avenue.

15. Three (3) standard units and One (1) ADA unit at parking lot at 900 St. Anthony Street.

16. Four (4) standard units, One (1) ADA unit, and One (1) handwashing station on Bayou Street side of Ryan Park across from Ryan Tower.

17. Two (2) standard units at Omega Psi Phi Fraternity House, 57 North Broad Street.

18. Two (2) standard units at Joachim Street Parking Lot, Joachim and Church Street.

19. Two (2) standard units at Southeast corner of Broad Street and Canal Street.

20. Four (4) standard units at vacant lot on Broad Street and Dauphin Street.

21. Three (3) standard units at CVS Building north side of Building at Government and Broad Street.

22. Three (3) standard, Three (3) ADA units, and One (1) handwashing station at Texas St. Park near Band and Floats.

23. Five (5) standard units at McDonald's east sidewalk, 658 Government Street.

24. Two (2) standard units and One (1) handwashing station at Police Commander's unit, 109 South Cedar St.

25. Four (4) standard units, One (1) ADA unit, and One (1) handwashing station at Cathedral Square on Southwest corner of North Claiborne Street and Conti Street.

26. Two (2) standard units at Olensky Brothers, corner of South Royal Street and Conti Street.

27. Two (2) standard units at Life-Line Church on 106 South Broad Street.

Item # 2: Provide the follow units for dates February 9th – February 13th, 2024.
87 Standard, 9 ADA, and 11 Handwashing Stations

28. One (1) standard unit and One (1) ADA unit on the northwest corner of Spring Hill Avenue and North Pine Street.

29. Two (2) standard units on vacant lots on Ryland Lane off Dr. Martin Luther King, Jr. Avenue.

30. Two (2) standard units on Maple Street at Dr. Martin Luther King, Jr. Avenue.

31. Two (2) standard units at Stewart Memorial Church, 1266 Dr. Martin Luther King, Jr. Avenue parking lot.

32. Two (2) standard units at 650 St. Francis Street.

33. Three (3) standard units and one (1) ADA unit at intersection of Congress and Dearborn Streets near YMCA at 321 North Warren Street.

34. Three (3) standard units on vacant lot on corner of Congress Street and Lexington Avenue (place near fence).

35. Four (4) standard units, One (1) ADA unit, and One (1) handwashing station at Hodges Funeral Home, 701 Dr. Martin Luther King, Jr. Avenue.

36. Six (6) standard units, One (1) ADA unit, and One (1) handwashing station at Mammoth Hall, Congress and Washington Avenue.

37. Two (2) standard units at Cathedral Square (add to existing units)

38. Three (3) standard units at 809 Government Street

39. Three (3) standard units to southwest corner of Canal Street and Broad Street.

40. Two (2) standard units at corner of Lexington Avenue and St. Stephens Road.

41. Four (4) standard units at Springhill Recreation Center, 1151 Spring Hill Avenue.

42. Three (3) standard units at Church Street and South Broad Street.

43. Four (4) standard units, One (1) ADA unit, and One (1) handwashing station on the Southwest corner of Canal Street and South Claiborne Street.

44. Four (4) standard units, One (1) ADA units, handwashing station at North Lawrence Street and Congress Street.

45. Five (5) standard units and One (1) handwashing station at corner of Dr. Martin Luther King, Jr. Avenue and Clay Avenue.

46. Two (2) standard units at York Barber Shop (Dr. Martin Luther King, Jr. Avenue.)

47. Two (2) standard units at Canal Street and South Warren Street.

48. Four (4) standard units, One (1) ADA unit, and One (1) handwashing station at Lincoln Square Parking Lot, 880 Dr. Martin Luther King, Jr. Avenue.

49. Two (2) standard units at Mt. Olive Church, 409 Lexington Street.

50. Four (4) standard units and One (1) handwashing station at Rehobaom Missionary Church on Springhill Avenue.

51. Two (2) standard units at corner of St. Stephens Road and Rylands Street.

52. Two (2) standard units at northeast corner of Government Street and Marine Street.

53. Five (5) standard units, One (1) ADA unit, and One (1) handwashing station for Fort Conde

Kid's Day.

Item # 3 Provide the follow units for Sunday, February 19, 2023, Joe Cain Day (run) only:

54. Three (3) standard units and One (1) ADA unit at Canal Street and South Broad Street

55. Three (3) standard units, One (1) ADA unit, and One (1) handwashing station at corner of South Broad Street and Augusta Street

56. All Six (6) standard units and Two (2) ADA units will be relocated after the Joe Cain Run per Service Contracts Administrator's direction.

57. Three (3) standard units and one (1) ADA unit at Warren Street and State Street

58. Three (3) standard units along the North median on Canal Street, just East of the "Ice Box" and West of Scott Street.

59. Two (2) standard units under I-10 ramp at Water Street and Monroe Street (MPD Mardi Gras Impound Lot).

NOTE – These locations and quantities are subject to change. The City of Mobile will make every attempt to supply the Service Contractor with updated information on any changes to parade routes and unit locations. Service Contractor is required to respond and make necessary changes upon receipt of change. All units must be removed by February 29th, 2024.

END OF SECTION

Exhibit B

2024 Parade Schedule

Friday, January 26
6:30 p.m. - Conde Cavaliers (Mobile, Route A)

Saturday, January 27
2 p.m. - Bayport Parading Society, Mystic DJ Riders (Mobile, Route A)
6:30 p.m. - Pharaohs, Conde Explorers (Mobile, Route A)

Thursday, February 1
6:30 p.m. - Order of Polka Dots (Mobile, Route A)

Friday, February 2
6:30 p.m. - Order of Inca (Mobile, Route A)

Saturday, February 3 (Senior Bowl)
1 p.m. - Mobile Mystics, Mobile Mystical Revelers, Mobile Mystical Friends (Mobile, Route A)
6:30 p.m. - Maids of Mirth (Mobile, Route G), Order of Butterfly Maidens, Krewe of Marry Mates, Order of Hebe (Mobile, Route A)

Sunday, February 4
6:30 p.m. - Neptune's Daughters, Order of Isis (Mobile, Route A)

Monday, February 5
6:30 p.m. - Order of Venus, Miracle On the Bay, Order of Many Faces (Mobile, Route A)

Tuesday, February 6
6:30 p.m. - Order of LaShe's; Order of Olympia (Mobile, Route A)

Thursday, February 8
6:30 p.m. - Mystic Stripers Society (Mobile, Route A)

Friday, February 9
6:30 p.m. - Crewe of Columbus, Krewe de Secondline (Mobile, Route A)

Saturday, February 10
Noon - Floral Parade, Knights of Mobile, Mobile Mystical Ladies, Order of Angels, Joy of Life (Mobile, Route A)
5:45 p.m. - Mystics of Time (Mobile, Route H)

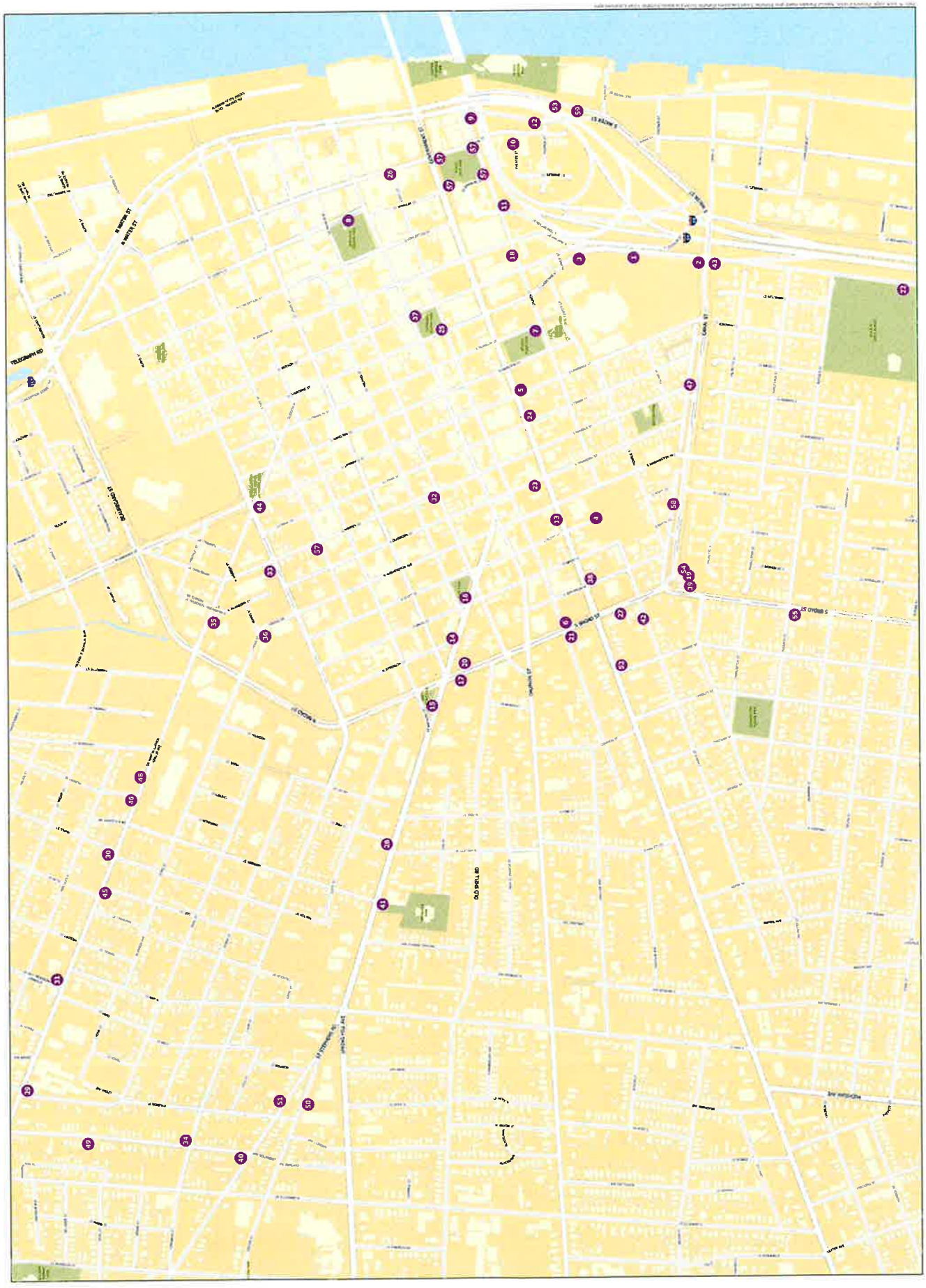
Sunday, February 11 (Joe Cain Day, Super Bowl)
2 p.m. - King Elexis I Motorcade (Mobile, Route E)
2.30 p.m. - Joe Cain Procession (Mobile, Route A)
5 p.m. - Le Krewe de Bienville (Mobile, Route A)

Public Service
Portable Toilets Mardi Gras 2024
PS-001-24

Monday, February 12 (Lundi Gras)
Noon - King Felix III, Floral Parade (Mobile, Route A)
3 p.m. - MLK Business and Civic, MLK Monday Mystics, Northside Merchants (Mobile, Route D)
7 p.m. - Infant Mystics, Order of Doves (Mobile, Route F)

Tuesday, February 13 (Fat Tuesday)
10 a.m. - Order of Athena (Mobile, Route A)
12:30 p.m. - Knights of Revelry, King Felix III, Comic Cowboys (Mobile, Route A)
2 p.m. - MAMGA Mammoth Parade (Mobile, Route B)
6 p.m. - Order of Myths (Mobile, Route C)

MARDI GRAS - 2024
PORTABLE TOILET LOCATIONS



BID FORM

The following Bid Format shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: City of Mobile, 205 Government St., P.O. Box I827, Mobile, AL, 36633-1827

PROJECT NAME: PORTABLE TOILETS MARDI GRAS 2024

PROJECT LOCATION: VARIOUS CITY OF MOBILE LOCATIONS

PROJECT NO.: PS-001-24

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Building Services Department and dated October 15, 2023; and all Addenda (before submitting any bid it is the Bidder's responsibility to check with the Building Services Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder,

COMPANY NAME: Pot-O-Gold Rentals LLC

ADDRESS: 5237 Henry Road, Eight Mile AL 36613 **PHONE** 888-768-6465

CITY OF MOBILE BUSINESS LICENSE NUMBER: 074702

CITY OF MOBILE VENDOR NUMBER: 294-485

SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER: _____
(Note: The Secretary of State of Alabama Account Number shall be filled in only by non-resident bidders)

(Check one) [✓] **(A Corporation)**
[ ] **(A Partnership)**
[ ] **(An Individual Doing Business)**

hereby proposes to furnish all labor, materials, tools, insurance, equipment, and supplies, and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, Section 01000 – Scope of Work, and all applicable laws and regulations for the sum listed below.

The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The duration of the Contract shall extend for one (1) Mardi Gras season from the date of the Notice to Proceed.

The City of Mobile shall have the right to extend the Contract at the end of the term at the rates listed on the Schedule of Values, for a period not to exceed Thirty (30) calendar days.

BASE BID (One Term) – A specified in section 01000 – Scope of Work

Provide One Hundred Twelve (112) standard portable toilets for Twenty (20) days, Thursday, January 25, 2024, to Wednesday, February 13, 2024:

$350.00 per unit x 112 units = $39,200.00

Provide Nineteen (19) ADA accessible portable toilets for Twenty (20) days, Thursday, January 25, 2024, to Wednesday, February 13, 2024:

$440.00 per unit x 19 units = $8360.00

Provide Eleven (11) Handwashing Stations for Twenty (20) days, Thursday, January 25, 2024, to Wednesday, February 13, 2024:

$350.00 per unit x 11 units = $3850.00

Provide Eighty-Seven (87) standard portable toilets for Six (6) days, Friday, February 9, 2024, to Wednesday, February 13, 2024:

$155.00 per unit x 87 units = $13,485.00

Provide Nine (9) ADA accessible portable toilets for Six (6) days, Friday, February 9, 2024, to Wednesday, February 13, 2024:

$250.00 per unit x 9 units = $2,250.00

Provide Eleven (11) Handwashing Stations for Six (6) days, Friday, February 9, 2024, to Wednesday, February 13, 2024:

$171 per unit x 11 units = $1881.00

Bids shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents.

Total Bid Amount (Total All Locations):

SIXTY NINE THOUSAND TWENTY SIX DOLLARS
(Amount in Words)

& 00/100 Dollars ($ 69,026. .00)
(Amount in Numbers)

UNIT PRICES – for Additional Services as specified in Section 01000 – Scope of Work:

One (1) Standard portable toilet for Twenty (20) days, Thursday, January 25, 2024, to Wednesday, February 13, 2024: $350 per unit

One (1) ADA accessible portable toilet for Twenty (20) days, Thursday, January 25, 2024, to Wednesday, February 13, 2024: $440 per unit

One (1) Handwashing Station for Twenty (20) days, Thursday, January 25, 2024, to Wednesday, February 13, 2024: $350 per unit

One (1) Standard portable toilet for Six (6) days, Friday, February 9, 2024, to Wednesday, February 13, 2024: $155 per unit

One (1) ADA accessible portable toilet for Six (6) days, Friday, February 9, 2024, to Wednesday, February 13, 2024: $250 per unit

One (1) Handwashing Station for Six (6) days, Friday, February 9, 2024, to Wednesday, February 13, 2024: $171 per unit

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

1. **BID INCLUDES:**
   Addendum Number 1, Dated 10/18/2023
   Addendum Number _____, Dated _____
   Addendum Number _____, Dated _____

2. **BID SECURITY**: The undersigned Bidder agrees that the attached Bid Security, payable to the City of Mobile, in the amount of 5 % of the bid amount, but in no event more than $10,000 as is the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract and to furnish Surety Bonds (if required). Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

3. **NON-DISCRIMINATION:** The undersigned Bidder certifies that he/she will comply with Federal, State and local laws concerning discrimination, including Chapter 14, Code of the City of Mobile, adopted December 10, 1991 and as amended December 18, 2018.

4. **REFERENCES:** Please list a minimum of three (3) professional references, contact information, type of work performed, and date(s) performed. You may add additional references on a separate sheet, if needed.

A. Reference #1:
Company Name: Harris County and Harris County Flood Control
Company Address: 1001 Preston Street, 8th Floor, Houston TX 77002
Telephone: 713-755-5505 Email: hwillner@hep4.net
Type of Work: Portable Toilet Rentals and Services
Date(s): 2019 - Current

B. Reference #2:
Company Name: Park Board of Trustees
Company Address: Post Office Box 1080, Galveston TX 77553
Telephone: 409-767-5133 Email: edmontoya@galvestonboard.ord
Type of Work: Portable Toilet Rentals and Services and Roll Off Dumpsters
Date(s): 2009 - Current

C. Reference #3:
Company Name: City of New Orleans
Company Address: 2829 Gentilly Boulevard, New Orleans LA 70122
Telephone: 504-658-3200 Email:
Type of Work: Portable Toilet Rentals and Services and Roll Off Dumpsters
Date(s): 2012 - Current

5. SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any. Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out. Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification.

COMPANY NAME: Pot-O-Gold Rentals LLC
(Typed)

BY: _____
(Signature of Company Officer)

COMPANY OFFICER: Dennis G. Flynn
(Typed)

TITLE President, CEO, Owner
(Typed)

DATE October 30, **2023**

Sworn to and subscribed before me this October 30 **day of 20** 23

Notary Public

L. WAYNE PEARL
NOTARY PUBLIC
LA. BAR ROLL #30684
STATE OF LOUISIANA
My Commission Expires
At Death

END OF SECTION

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# PS-001-24 Current Date 10.00 / 10.00 / 2023.00

Project Description Public Service - Portable Toilets Mardi Gras 2024

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

Provide and service portable toilets for Mobile Mardi Gras 2024 season

Requested By (Department Director)

C.B. Holm — Building Services Project Manager — 10/10/2023

(Signature) (Title) (Date)

CHAD HOLM — chad.holm@cityofmobile.org

Telephone Number: 251-208-7519 Email Address

Reviewed By (Office of Supplier Diversity)

Archnique Kidd — Supplier Diversity Manager — 10/12/2023

(Signature) (Title) (Date)

Approved By (CAO)

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Pot-O-Gold Rentals LLC
Address	5237 Henry Road Eight Mile, AL 36613-2123
Telephone	877-768-6465
E-Mail	orders@potogoldwaste.com

RFP/RFQ Solicitation Number	PS-001-24
Project Description	PORTABLE TOILETS MARDI GRAS 2024
Is your company a DBE company?	Yes ☐ No ☑
Work force demographics	Male 99 Female 12 Minority 53 Non-minority 58 Vets 15 Total #of Employees 111

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Erin S. Shelton

Signature Erin S. Shelton Date: 10/30/2023

Title: HR/Compliance Manager

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Erin S. Shelton Title: HR/Compliance Manager

E-mail: Phone: erin@potogoldwaste.com 877-768-6465

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OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # PS-001-23 Your Bid/Proposal Amount $69,026.00 Date: 10 / 30 /23

Description PORTABLE TOILETS MARDI GRAS 2024

Name of Bidder/Proposer: Pot-O-Gold Rentals LLC

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
NONE						

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OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Pot-O-Gold Rentals LLC

Contact Person: Erin S. Shelton Phone 877-768-6465 Email erin@potogoldwaste.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
✓		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
✓		**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
✓		**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
✓		**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
✓		**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
✓		**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities on the *City of Mobile* Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
✓		**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

✓		**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
✓		**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
✓		**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
✓		**CONTRACT RECORDS:** The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

✓ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. No subcontractors will be used, all employed by Pot-O-Gold Rentals LLC on a permanent full time basis.

Suggestions or comments to improve this program. _____

Alabama Secretary of State

Pot-O-Gold Rentals, LLC	
Entity ID Number	000 - 294 - 485
Legal Name in Place of Origin	Pot-O-Gold Rentals, LLC
Entity Type	Foreign Limited Liability Company
Principal Address	41248 E. I-55 Service Rd. Hammond, LA 70403
Principal Mailing Address	P.O. Box 1627 Hammond, LA 70404
Status	Exists
Place of Formation	Louisiana
Formation Date	01/15/1993
Qualify Date	01/14/2014
Registered Agent Name	Bridges, Wesley K
Registered Office Street Address	5237 Henry Road Eight Mile, AL 36613
Registered Office Mailing Address	PO Box 1627 Hammond, LA 70404
Nature of Business	
Doing Business in AL Since	01/01/2014
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	01/14/2014 Certificate of Formation 2 pgs.

Browse Results | New Search

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 440642 **Client Company ID Number:** 1331878

Approved by:

Employer Pot-O-Gold Rentals LLC	
Name (Please Type or Print) Matthew Judd	Title
Signature Electronically Signed	Date 08/13/2018
E-Verify Employer Agent S & W PAYROLL SERVICES LLC	
Name (Please Type or Print) Matthew Judd	Title
Signature Electronically Signed	Date 08/13/2018
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/13/2018

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 440642 **Client Company ID Number:** 1331878

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Pot-O-Gold Rentals LLC
Company Facility Address	41248 East I-55 Service Road Hammond, LA 70403
Company Alternate Address	PO Box 1627 Hammond, LA 70404
County or Parish	TANGIPAHOA
Employer Identification Number	721230761
North American Industry Classification Systems Code	562
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1 site(s)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Acentria Insurance - New Orleans
800 West Commerce Rd. Suite 104
Harahan LA 70123

CONTACT NAME: Kelly Harmon
PHONE (A/C, No, Ext): 2253802012 FAX (A/C, No):
E-MAIL ADDRESS: Kelly.Harmon@Acentria.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Crum & Forster Specialty Insurance Company	44520
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED POTOGOL-01
Pot O Gold Rentals, LLC
PO Box 1627
Hammond LA 70404

COVERAGES **CERTIFICATE NUMBER:** 1349719512 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	EPK142680	2/1/2023	2/1/2024	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$ 5,000
	POLICY X PRO-JECT LOC						PERSONAL & ADV INJURY	$ 2,000,000
	OTHER:						GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							CONT. POLLUTION	$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR	Y	Y	EFX122203	2/1/2023	2/1/2024	EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
GENERAL LIABILITY/POLLUTION
Contractor's Pollution - $2,000,000
Transportation Pollution - $1,000,000
Non-Owned Site Pollution - $1,000,000
Blanket Waver of Subrogation when required by written contract
Blanket Additional Insured when required by written contract (Completed Operations)
Blanket Additional Insured when required by written contract
Primary and Non-Contributory when required by written contract
See Attached...

CERTIFICATE HOLDER

City of Mobile
Building Services Department
PO Box 182
Mobile AL 3633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Charles H. Fyfe

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AGENCY CUSTOMER ID: POTOGOL-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Acentria Insurance - New Orleans	Pot O Gold Rentals, LLC PO Box 1627 Hammond LA 70404
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Per Project Aggregate
Watercraft Amendatory

UMBRELLA
Follows Form
Commercial Auto Liability: 02/01/2023-02/01/2024 Old Republic
Employers' Liability: 02/01/2023-02/01/2024 Old Republic
Commercial General Liability: 02/01/2023-02/01/2024 Crum & Forester
Contractors' Pollution: 02/01/2023 - 02/01/2024 Crum & Forester
Transportation Pollution: 02/01/2023 - 02/01/2024 Crum & Forester
PS-001-24 – Service Contract – Portable Toilets Mardi Gras 2024

City of Mobile is an additional insured where required by written contract. Waiver of Subrogation and Primary and Non Contributory applies in favor of City of Mobile where required by written contract. 30 Day Notice of Cancellation.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Cadence Insurance (formerly BXS Insurance)
4041 Essen Lane, Suite 400
Baton Rouge LA 70809

CONTACT NAME: Cheryl Ann Boudreaux
PHONE (A/C, No, Ext): 225-336-3245 FAX (A/C, No): 225-336-4536
E-MAIL ADDRESS: cheryl.boudreaux@cadenceinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Old Republic Insurance Co.	24147
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED POT-REN-01
Pot-O-Gold Rentals, LLC; Pot-O-Gold Rentals, Inc.;
TSWS Trucking, LLC; TSWS, Inc.
PO Box 1627
Hammond LA 70404

COVERAGES **CERTIFICATE NUMBER:** 1789922764 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY			MWTB315953	2/1/2023	2/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			MWC315952	2/1/2023	2/1/2024	[X] PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)	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
							Leased/Rented	$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Subject to policy terms, conditions and exclusions; the certificate holder shall be considered an Additional Insured on a Primary and Non-Contributory basis with respects to Auto Liability when required by written contract, with a Waiver of Subrogation granted in their favor in respects to Automobile Liability and Workers Compensation when required by written contract, but only to the extent of the Named Insured's obligation to indemnify, defend and/or hold harmless certificate holder as required by written contract.
30 Day Notice of Cancellation is applicable in respects to the Auto and Workers Compensation policies referenced above.

General Liability, Pollution and Excess are serviced through a separate agency(please forward an email to: coi@potogoldwaste.com for these coverages)

See Attached...

CERTIFICATE HOLDER

City of Mobile
Building Services Department
Post Office Box 182
Mobile AL 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: POT-REN-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Cadence Insurance (formerly BXS Insurance)	NAMED INSURED Pot-O-Gold Rentals, LLC; Pot-O-Gold Rentals, Inc.; TSWS Trucking, LLC; TSWS, Inc. PO Box 1627 Hammond LA 70404
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

RE: PS-001-24 – Service Contract – Portable Toilets Mardi Gras 2024

City of Mobile shall be considered an Additional Insured in respects to the above auto policy on a Primary and Non-contributory basis. Waiver of Subrogation applies in favor of City of Mobile with respects to Auto and Workers Compensation referenced above. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment). All when required by written contract.

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POLICY NUMBER: MWC 315952 23

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

SCHEDULE

1. **ALTERNATE EMPLOYER** — **ADDRESS**
   WHERE SPECIFIED BY CONTRACT

2. **STATE OF SPECIAL OR TEMPORARY EMPLOYMENT**
   ALL STATES LISTED IN ITEM 3.A. OF THE INFORMATION PAGE
   EXCEPT: TEXAS

3. **CONTRACT OR PROJECT**
   WHERE SPECIFIED BY CONTRACT

DATE OF ISSUE: 02-01-23

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POLICY NUMBER: MWC 315952 23

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

REQUESTED PER CONTRACT SPECIFICATIONS TO THE EXTENT ALLOWABLE BY LAW

DATE OF ISSUE: 02-01-23

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OLD REPUBLIC INSURANCE COMPANY

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY POLICY

NOTICE OF CANCELATION TO CERTIFICATE HOLDERS ENDORSEMENT

This endorsement modifies the notice of cancelation of insurance provided hereunder by adding the following:

A. In the event this policy is canceled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancelation to certificate holders set out in the schedule on file with the Company, after notifying the Insured first named in item 1 of the Information Page of such cancelation. Notice of cancelation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.

B. This advance written notification of a cancelation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancelation date, nor negate cancelation of the policy.

All other terms and conditions of this policy remain unchanged.

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

SCHEDULE

ALTERNATE EMPLOYER	ADDRESS	STATE OF SPECIAL OR TEMPORARY EMPLOYMENT
WHERE SPECIFIED BY CONTRACT		TX

POLICY NUMBER:

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Pot-O-Gold Rentals, LLC

Endorsement Effective Date: 02/01/23

SCHEDULE

Name Of Person(s) Or Organization(s):
All persons or organizations as required by written contract or agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

A. In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.

B. This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

A. Under a written contact or agreement with such person(s) or organization(s); and

B. Prior to the "accident" or the "loss."

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GENERAL CONDITIONS

1. GENERAL REQUIREMENTS:

A. The Contract Documents: The Contract Documents are enumerated in the Standard Service Contract Agreement between the City of Mobile and the Service Contractor (hereinafter called the Agreement) and consist of the Bidding and Contract Requirements, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.

B. The Contract: The Contract Documents form the Contract for Services. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification.

C. The Work: The term "Work" means the services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Service Contractor to fulfill the Service Contractor's obligations.

D. The Project Manual: The Project Manual is the comprehensive document containing the Bidding and Contract Requirements, the Specifications and other documents as listed.

E. The Bidding and Contract Requirements: The Bidding and Contract Requirements are that part of the Contract Documents consisting of the Invitation to Bid, Instructions to bidders, Service Contractor's Bid, Agreement, Bonds, and General Conditions and other requirements listed in the Agreement.

F. The Specifications: The Specifications are that part of the Contract Documents consisting of written requirements for Services including materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

G. Correlation and Intent of the Contract Documents: The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Service Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Service Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

2. THE OWNER:

A. The "Owner" is the City of Mobile, as identified in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner's designated representative is the Real Estate Asset Management Department, Director.

3. THE SERVICE CONTRACTOR:

A. The Service Contractor is the person or entity identified as such in the Agreement and is referred throughout the Contract Documents as if singular in number. The Service Contractor shall be lawfully licensed in the City of Mobile and the State of Alabama as required. The Service Contractor shall designate in writing a representative who shall have express authority to bind the Service Contractor with respect to all matters under this Contract. The term "Service Contractor" means the Service Contractor or the Service Contractor's authorized representative.

B. The Service Contractor shall perform the Work in accordance with the Contract Documents.

C. Execution of the Contract by the Service Contractor is a representation that the Service Contractor has visited the site(s), become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

D. The Service Contractor shall be responsible to the Owner for acts and omissions of the Service Contractor's employees and their agents, and other persons or entities performing portions of the Work for, or on behalf of, the Service Contractor.

E. Unless otherwise provided in the Contract Documents, the Service Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for proper execution and completion of the Work.

F. The Service Contractor shall pay all applicable sales, consumer, use and similar taxes for the Work provided by the Service Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

G. Unless otherwise provided in the Contract Documents, the Service Contractor shall secure and pay for all applicable permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

H. The Service Contractor shall perform the Work in accordance with the specified schedules as listed in the Contract Documents.

I. The Service Contractor shall confine operations at the site to areas permitted by the City of Mobile, facility director or building manager, and shall not unreasonably encumber the site with materials or equipment.

J. The Service Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Service Contractor shall remove all waste materials, rubbish,

tools, equipment and surplus materials from and about the site. If the Service Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Service Contractor.

K. To the fullest extent permitted by law the Service Contractor shall indemnify and hold harmless the City of Mobile, it's agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Service Contractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. In claims against any person or entity indemnified by an employee of the Service Contractor anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Service Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

L. Additionally, the City of Mobile reserves the rights to have any of Service Contractor's employees removed, barred, and/or restricted from the facility and request the immediate replacement as needed during the term of this Agreement.

4. CHANGES IN THE WORK:

A. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by a written modification based upon agreement between the City and the Service Contractor.

B. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Service Contractor shall proceed promptly, unless otherwise directed.

5. SCHEDULE:

A. **STARTING WORK**: The date of commencement of the Contract is the date established in a written Notice to Proceed. No Work shall commence, and no materials shall be ordered before the Notice to Proceed has been issued.

B. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

6. PAYMENTS:

A. **CONTRACT SUM:** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the City to the Service Contractor for performance of the Work under the Contract Documents.

B. **SCHEDULE OF VALUES:** The Schedule of Values allocating the entire Contract Sum to the various portions of the Work, shall be used as a basis for reviewing the Service Contractor's Invoices for Payment.

C. **METHOD OF PAYMENT:** The City shall pay the Service Contractor on the account of the Contract as follows:

1) Payments shall be made on a monthly basis, for completed work as specified.
2) Invoices for completed Work shall be delivered to the Service Contract Administrator for review and approval upon completion of work as listed in the Scope of Work. Invoices shall list unit pricing in accordance with the approved Schedule of Values.
3) Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

7. SAFETY:

A. The Service Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

B. The Service Contractor shall comply with all Federal, State and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest revision. Service Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

1) employees on the Work and other persons who may be affected thereby;
2) the Work and materials and equipment to be incorporated therein;
3) other property at the site or adjacent thereto.

C. The Service Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing safety of persons or property or their protection from damage, injury or loss.

D. If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

E. The Service Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Service Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Service Contractor, the Service Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City in writing.

F. In an emergency affecting safety of persons or property, the Service Contractor shall act, at the Service Contractor's discretion, to prevent threatened damage, injury or loss.

8. INSURANCE:

A. The Service Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Work is located such insurance as will protect the Service Contractor from claims set forth below which may arise out of or result from the Service Contractor's operations and completed operations under the Contract and for which the Service Contractor may be legally liable, whether such operations be by the Service Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1) Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed
2) Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Service Contractor's employees;
3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Service Contractor's employees;
4) Claims for damages insured by usual personal injury liability coverage;
5) Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6) Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
7) Claims for bodily injury or property damage arising out of completed operations; and
8) Claims involving contractual liability insurance applicable to the Service Contractor's obligations.

B. The Service Contractor shall take out and maintain during the life of the Contract not less than the following minimum amounts of insurance.

1) Worker's Compensation and Employer's Liability:
   Statutory - amount and coverage as required by law of place in which the work is performed.

2) Comprehensive General Liability:
   The Service Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises product-completed operations) for limits of liability not less than:

a) Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
b) Property Damage	$1,000,000 each occurrence
c) Or Bodily Injury	$1,000,000 combined single limit and Property Damage

Such comprehensive policy shall include the following:

a) All liability of the Service Contractor, for the Service Contractor's Direct Operations.
b) Completed Operations Coverage, thereby meaning any

loss which shall occur after the Contract has been completed, but which can be traced back to the Contract.

c) Contractual Liability, meaning thereby, any risk assumed by the Service Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically item (6).

d) Broad Form Property Damage Coverage, including Completed Operations.

e) Personal Injury Liability, with employee's exclusions removed.

f) The Service Contractor shall indemnify and save harmless the Owner against all loss, cost, or damage on account of injuries to persons or property occurring in the performance of the Contract, including all reasonable attorney's fees incurred by the Owner, on account thereof.

g) Care, custody, and control for property in the care, custody and control of the Service Contractor.

3) Comprehensive Automobile Liability:

The Service Contractor shall carry for himself and shall require that all owners of automobile or trucks rented or hired on the Contract carry until the Contract is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and Property Damage in amounts not less than the minimum amounts as indicated. The Service Contractor shall also carry for himself insurance for all non-owned and hired automobile at the limits of liability as indicated below:

a) Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
b) Property Damage	$1,000,000 each occurrence
c) Or Bodily Injury and Property Damage	$1,000,000 combined single limit

4) Excess/Umbrella Liability:

a) $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. Certificates of insurance acceptable to the Owner shall be filed with the Owner at the time of signing of the Contract, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.

Such certificates of insurance shall state that thirty (30) days advance written notice will be given in the event of cancellation or material change in the coverage.

D. Surety Qualifications: All insurance must be furnished by a Surety licensed to do business in the State of Alabama, must be signed or countersigned by a Licensed Resident Agent of the State of Alabama, and if bid price exceeds $50,000 have a minimum rating of A/Class VI as reported in the latest issue of Best's key Rating Guide Property-Casualty.

E. The insurance required by Section 2 shall be written for not less than limits of liability specified or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until completion of the Contract.

F. The Service Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's completed operations.

9. MISCELLANEOUS PROVISIONS:

A. The Contract shall be governed by the laws of the State of Alabama.

B. The Owner and Service Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

C. No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.

D. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

E. No action or failure to act by the Owner or Service Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

F. Inspections and approvals of portions of the Work shall be made as required by the Contract Documents. The Service Contractor shall give the Owner timely notice of when and where Inspections are to be made so that the Service Contract Administrator or other City personnel may be present for such procedures.

G. Required inspection reports along with approvals shall, unless otherwise required by the Contract Documents, be delivered to the Owner with Invoices for Payment.

H. On all jobs with the City of Mobile, A City License is required. Bidders may obtain information on licensing by writing the City Revenue Department, Post Office Box 1827, Mobile, AL 36633-1827 or calling 208-7454. Successful Bidder must have City

License at the time of Bidding.

I. Service Contractors shall abide by provisions of Ordinance #02-050, 1968, prohibiting discrimination in employment by Service Contractors and Subcontractors performing Work for the City of Mobile. A copy of said Ordinance is on file in the office of the Service Contract Administrator.

J. The Service Contractor shall secure and pay all required fees and permits and shall pay all taxes on materials, supplies, fixtures and equipment purchased by him (including the city of Mobile sales tax), and shall comply with all laws, regulations and codes applicable to the site on which the Work is to be performed.

K. All work performed shall be in conformance with the appropriate codes of the City of Mobile.

10. TERMINATION OR SUSPENSION OF THE CONTRACT:

A. The Owner may terminate the Contract for cause if the Service Contractor

1) fails to perform service in a satisfactory manner; or
2) repeatedly refuses or fails to supply properly skilled workers or proper equipment or materials; or
3) repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
4) otherwise is guilty of substantial breach of a provision of the Contract Documents.

B. When any of the above reasons exist, the Owner, upon determination that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Service Contractor and the Service Contractor's surety, if any, seven (7) days' written notice, withhold payments and terminate the Contract.

C. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause upon thirty (30) days written notice.

D. In case of such termination for cause or for the Owner's convenience, the Service Contractor shall be entitled to receive payment for Work executed, and costs incurred. The Owner shall not make payment for profit or damages as a result of such termination.

11. CLAIMS AND DISPUTES

A. Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Service Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

B. Claims by either the Owner or Service Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant acting with due diligence, reasonable should have first recognized the condition giving rise to the

Claim, whichever is later. Claims must be initiated by written notice to the Service Contractor and the other party.

C. In the event of a Claim against the Service Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Service Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

D. Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to litigation.

END OF SECTION

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Submitted by:

Carleen Stout-Clark, Deputy Director, Real Estate Asset Management

Sponsored by:

William S. Stimpson, Mayor, and C.J. Small Councilmember

Purpose and Scope of Project:

Accept the deed from the Board of School Commissioners of Mobile County, for the acquisition of two parcels, approximately 7.35 +/- acres of land, located at 1600 Boykin Boulevard, for a new city facility to serve the District 3 community.

Amount of Contract:

$154,000 (includes $147,000 plus $7,000 estimated closing costs)

Funding Source

Project # PR-002-24 Property Acquisition **Discretionary Funds**

Project String C0855-20002000-47100 **Contract Number:**4800

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Purchase and Sale Agreement	Exhibit	12/6/2023
Capital Contract Summary Sheet	Exhibit	12/6/2023
REVISED resolution	Cover Memo	12/6/2023
Form A	Cover Memo	12/12/2023

REVIEWERS:

Department Reviewer	Action	Date
Real Estate Stout, Carleen	Approved	12/6/2023 - 12:42 PM
		12/6/2023 - 4:57

Capital	Rhodes, Brenda	Approved	PM
Legal	Kern, Chris	Approved	12/7/2023 - 12:28 PM
Mayors Office	Montgomery, Brandi	Approved	12/7/2023 - 3:04 PM

STATE OF ALABAMA
COUNTY OF MOBILE

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of_____, 2023 by and between **BOARD OF SCHOOL COMMISSONERS OF MOBILE COUNTY,** hereinafter referred to as "Seller" and, **CITY OF MOBILE**, an Alabama Municipal Corporation, hereinafter referred to as "Buyer".

RECITALS:

WHEREAS, this purchase is contingent on the approval and consent of the Mobile City Council and the Board of School Commissioners of Mobile County;

WITNESSETH:

That the parties hereto in consideration of the mutual promises and covenants hereinafter set forth do hereby agree that Seller promises to sell and Buyer promises to purchase the property "AS IS, WHERE IS" and subject to the terms and conditions contained below, that certain real property, hereinafter referred to as "the Property," owned by Seller and situated in Mobile in Mobile County, Alabama, an approximately 7.35 acres, located at 1600 Boykin Blvd., Mobile AL and more particularly described on Exhibit A, attached hereto and made a part hereof.

1. PURCHASE PRICE

The total Purchase Price for this property shall be ONE HUNDRED FORTY-SEVEN THOUSAND AND NO/100 ($ 147,000.00) DOLLARS.

2. TERMS OF PAYMENT

Buyer shall pay to Seller in cash at the closing of said Purchase and Sale the sum of ONE HUNDRED FORTY-SEVEN THOUSAND AND NO/100 ($ 147,000.00) DOLLARS. All earnest money shall be applied to the Purchase Price at Closing.

3. EARNEST MONEY

Within five (5) days of full execution of this contract, Buyer shall deposit ONE THOUSAND AND NO/100 DOLLARS ($1,000.00) (the Earnest Money Deposit in certified funds) evidencing Buyer's good faith. Said funds to be deposited in escrow with Surety Land Title, Inc., 5909 Airport Blvd., Mobile, AL 36608 ("Escrow Holder") to be applied to the purchase price. If the title is not marketable, or other contingencies or provisions as hereinafter specified cannot be met, this deposit is to be refunded to Buyer, otherwise to be retained by Seller. In the event of default by Buyer, all deposits made hereunder may be forfeited as liquidated damages at Seller's election, or alternatively, Seller may retain such deposits as part payment of the purchase price and pursue Seller's legal or equitable remedies hereunder against Buyer.

If Escrow Holder is notified in writing of a dispute between Buyer and Seller regarding the Earnest Money Deposit, Escrow Holder shall be entitled to interplead the Earnest Money into a court of competent jurisdiction in Mobile County, Alabama, whereupon Escrow Holder shall be released from all obligations and liability hereunder.

4. CLOSING AND POSSESSION

This sale shall be closed at Surety Land Title, Inc., 5909 Airport Blvd., Mobile, AL 36608 on or before thirty (30) days after all terms and conditions herein have been satisfied and complied with and after all paperwork has been delivered, reviewed, and accepted by the parties ("Closing Date"). **Seller shall provide the Warranty Deed. Buyer shall pay to record the deed**. In the event Buyer does not close on the property, Buyer shall make available to Seller all soil, engineering, environmental, and other tests performed on the property. Buyer shall pay any closing fee charged by the title company. Each party shall be responsible for its cost of legal representation, if any.

5. TITLE AND CONVEYANCE

At the closing, Seller shall convey to Buyer by Warranty Deed, the indefeasible estate in fee simple to the Property, free and clear of all liens and encumbrances and subject only to the following:

(a) Current ad valorem taxes not yet due and payable at the time of closing.

(b) Standard exceptions of title insurance commitments issued within the State of Alabama.

6. COMMITMENT FOR TITLE INSURANCE

Within ten (10) days from the date of the complete execution of this Agreement, Buyer, at Buyer's expense, shall obtain commitment for title insurance from Surety Land Title Inc., in the full amount of the purchase price, said commitment shall obligate its issuer to provide an Owner's Guaranty of Title subject only to the exceptions described in Paragraph 5 above.

7. BUYER'S CONDITIONS PRECEDENT TO CLOSING

This contract of Purchase and Sale is subject to and conditioned upon Buyer satisfying itself as to the following:

I. <u>Due Diligence</u>

Buyer shall have thirty (30) days from the complete execution of this document to perform all studies and tests necessary for Buyer's intended project ("Due Diligence Period"). In the event that during the Due Diligence Period all conditions are found to be acceptable, at Buyer's sole discretion, Buyer shall notify Seller in writing to proceed to closing. Should Buyer so proceed, sale shall be closed within three (3) days after all necessary documents are ready. If on or before the expiration of the Due Diligence Period Buyer determines that the Property is not acceptable to Buyer for any reason whatsoever in Buyer's sole and absolute discretion, then Buyer shall have the unqualified right, at its election, to cancel and terminate this Agreement by written notice delivered to Seller on or before the expiration of the Due Diligence Period, whereupon the Earnest Money shall be refunded to Buyer and this Agreement shall be deemed canceled and terminated and neither Seller nor Buyer shall have any further obligation or liability to the other hereunder.

II. Property Inspection

Seller shall grant Buyer or Buyer's agent the right to go upon the subject property and conduct such soil, engineering, environmental, and other tests, as Buyer deems desirable. Buyer shall pay all costs associated with any testing. Buyer shall not commit any waste of said property and shall be responsible for restoring the property to its original condition.

Within three (3) days of this executed contract, Seller will provide to Buyer upon request all available tests, studies, inspections, reports, surveys, maps, drawings, or any pertinent information to the subject property to the Buyer without warranty.

8. RISK OF LOSS

Pending the close of this transaction, the risk of loss or damage shall be on the Seller. At closing Seller shall deliver to Buyer possession of the Property in substantially the same condition as on the date of this Agreement.

9. DISCLAIMER

Neither Buyer nor Seller has relied upon, been given, or offered any legal advice or opinions by real estate agents or brokers in connection with this Purchase and Sale Agreement or in the preparation of this Agreement, nor are agents or brokers to be held liable for any condition or non-performance of this Agreement.

10. PRORATIONS

All Ad Valorem taxes and rents are to be prorated as to the date of closing of this transaction. All bills and expenses shall also be prorated as of the closing date.

11. WAIVERS AND OTHER AGREEMENTS

This contract shall constitute the entire Purchase and Sale Agreement for the Property between the Seller and the Buyer, all other Purchase and Sale Agreements between Seller and Buyer for the Property, written or verbal, of any kind whatsoever being superseded and replaced by this Agreement. Any party hereto may waive any condition or requirement in favor of said party, or any default or defect in the performance of any other party hereto by giving notice of such waiver in writing to all parties hereto.

12. NOTICES

All notices, deliveries, or tenders given or made in connection herewith shall be deemed complete and legally sufficient if in writing and if delivered or mailed by U.S. First Class Mail, postage prepaid, and deposited in a post office in the continental United States, or by facsimile with verification of transmission and properly addressed to the respective party for whom same is intended, to wit:

To the Seller:	To the Buyer:
BOARD OF SCHOOL COMMISSIONERS OF MOBILE COUNTY 1 Magnum Pass Mobile AL 36618	CITY OF MOBILE, REAL ESTATE DEPT. P.O. Box 1827 Mobile, AL 36633-1827

13. HEADINGS

The numbered headings herein written are for the purposes of easy reference only and have no other application or effect.

14. SPECIAL PROPERTY ASSESSMENT

All special property assessments that have become a lien on the subject Property prior to the date of closing shall be paid by the Seller without proration.

15. GOVERNING LAW

This contract shall be governed by and interpreted under the laws of the State of Alabama, and jurisdiction for any dispute shall be Mobile County, Alabama.

16. BINDING EFFECTS

The covenants herein contained shall be binding upon and inure to the benefit of the heirs, personal representatives, administrators, executors, successors and assigns of the respective parties hereto.

17. TIME

Time is of the essence with this Agreement.

18. CONSTRUCTION OF AGREEMENT

All provisions of this Agreement have been subject to full and careful review by and negotiation between Buyer and Seller. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

19. NON-DISCRIMINATION.

Buyer and Seller shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

20. IMMIGRATION.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

21. SELLER'S REPRESENTATIONS, WARRANTIES.

Seller represents and warrants that:

(i) Seller is the sole owner of the property and will execute all necessary contracts to transfer ownership upon approval of City Council.

(ii) There are no restrictive covenants or easements, except as provided in (vi) below, affecting the Property which would prevent Buyer's use of the property;

(iii) Seller is aware of no pending or threatened condemnation or similar or similar proceedings affecting the Property or any portion thereof, nor has Seller knowledge that any such action is presently contemplated;

(iv) To the best of Seller's knowledge, the Property is not in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority or to any remedial obligations under any applicable laws pertaining to health or the environment;

(v) To the best of Seller's knowledge, no hazardous substances or solid wastes have been disposed of or otherwise released on the Property; At execution of this agreement Seller shall furnish to Buyer copies of all environmental studies which Seller has had performed or otherwise has in its possession pertaining to the Land, if any. Seller has not used, nor authorized nor allowed the use of the Land for the handling, treatment, storage, disposal or release of any hazardous or toxic substance as defined under any applicable state or federal law or regulation including without limitation CERCLA. Seller has no knowledge of any environmental matters pertaining to said Property.

(vi) To the best of Seller's knowledge, no portion of the Property is affected by any special assessments, whether or not constituting a lien thereof.

----------SIGNATURE PAGE FOLLOWS----------

IN WITNESS HEREOF, the parties hereto have executed or caused to be executed this instrument as of the day and year first above written.

SELLER: BOARD OF SCHOOL COMMISSIONERS OF MOBILE COUNTY

BY: Chresal D. Threadgill
ITS: Superintendent

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that Chresal D. Threadgill, Superintendent of the BOARD OF SCHOOL COMMISSIONERS OF MOBILE COUNTY, signed to the foregoing Agreement for Sale and Purchase and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Agreement for Sale and Purchase, he, in his capacity as Superintendent and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 17th day of November, 2023.

KRISTY WHITEHURST MY COMMISSION EXPIRES SEPTEMBER 4, 2024 NOTARY PUBLIC STATE OF ALABAMA

Notary Public

My Commission Expires: 9-4-2024

BUYER: CITY OF MOBILE

BY_____ Date___/___/2023
William S. Stimpson, As Its Mayor

ATTEST:

_____
Lisa C. Lambert, as City Clerk

Exhibit "A"

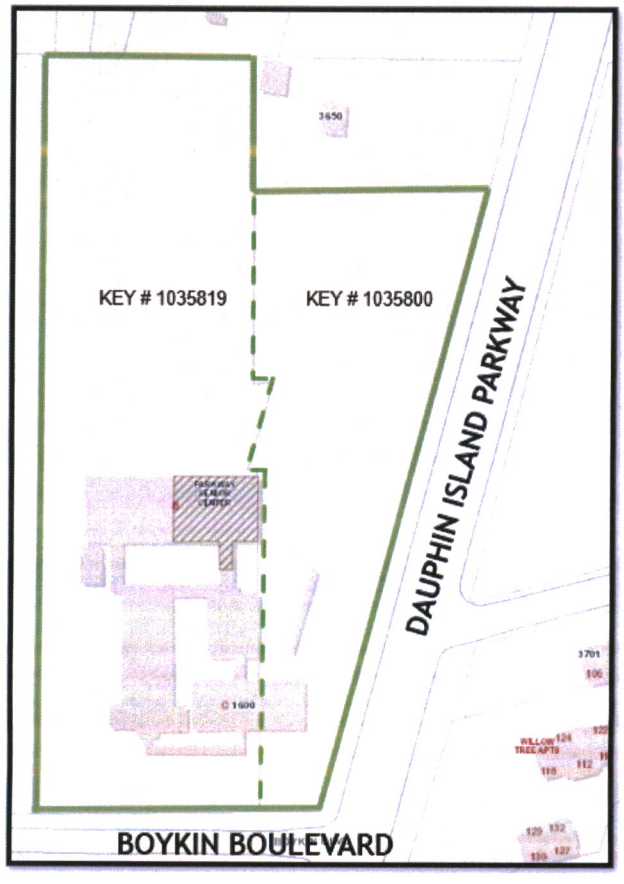
1600 BOYKIN BLVD

KEY NUMBERS – 1035819 AND 1035800
PARCEL NUMBERS – 32 10 40 0 001 021 AND 32 10 40 0 001 020

LEGAL DESCRIPTIONS:

PART OF LOTS 1 & 2 DOG RIVER PARK BLOCK A MAP BOOK 3 PAGE 53 BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF LOT 2 RUN WEST 120 FEET (SCALED) TO THE POINT OF BEGINNING; THENCE CONTINUE WEST 240 FEET (SCALED); THENCE SOUTH 845 FEET (SCALED); THENCE EAST 250 FEET (SCALED); THENCE NORTH 386.8 FEET; THENCE NORTHEASTWARDLY 100.5 FEET; THENCE WEST 20 FEET (SCALED)' THENCE NORTH 360 FEET (SCALED) TO THE POINT OF BEGINNING.

LOTS 2-7 AND THE SOUTH 23 FEET (SCALED) OF LOT 8 BLOCK 1 RESUBDIVISION OF LOT 1 BLOCK A & LOT 1 BLOCK B DOG RIVER MAP BOOK 4 PAGE 653 ALSO PCL BEGINNING AT THE SOUTHWEST CORNER OF LOT 6 BLOCK 1 RUN WEST 20 FEET (SCALED); THENCE NORTH 210 FEET (SCALED); THENCE EAST 78 FEET (SCALED); THENCE SOUTHWESTWARDLY 220 FEET (SCALED) TO THE POINT OF BEGINNING GRT SEC 40 T5S R1W EXEMPT FOR EDUCATIONAL PURPOSES.



CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Prop Acquisition-Boys & Girls Club/Commun Cntr/Food Pantry

CAPITAL PROJECT # C0855 **DATE OF RECEIPT**_____

DEPT. PROJECT # PR-002-24

PROJECT DESCRIPTION Acquisition of Property for Community Center

CONTRACT AMOUNT $154,000 ($147,000 plus $7,000 est. closing costs)

VENDOR NAME Surety Land Title, Inc.

VENDOR NUMBER 294264

DEPT # 3032 **DEPT NAME** Arch. Engineering

CONTRACT ADMINISTRATOR Carleen Stout-Clark

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services for Property Acquisition
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	NonContractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N X ; 5% of the 1st 50% _____ or If different, indicate special rate_____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

****General Construction requires Change Order for 10% overages*.**

Prepared by: Rhonda Lewis / Carleen Stout-Clark **Date** Dec. 4, 2023

Revised 5/16/2022 Tiffany Hollins

RESOLUTION

Sponsored by William S. Stimpson, Mayor, and C.J. Small Councilmember

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that:

THE CITY OF MOBILE does hereby accept the deed, when prepared, from the Board of School Commissioners of Mobile County, for the acquisition of two parcels, approximately 7.35 +/- acres of land located at 1600 Boykin Boulevard, for Project: Boys & Girls Club/Community Center/Food Pantry, as set out in the instrument attached hereto for the price of $147,000.00 plus closing costs, more particularly described as follows, to wit:

See Purchase and Sale Agreement attached hereto.

As shown on "Exhibit A" of Purchase and Sale Agreement attached hereto.

Said property is being conveyed to the City of Mobile by the Board of School Commissioners of Mobile County, and is to be used for a new city facility to serve the District 3 community.

SAID DEED is by reference made a part of this resolution as fully as if set forth herein and a copy will be on file in the office of the City Clerk and in the office of the Deputy Director, Real Estate Asset Management, of the City of Mobile.

THE MAYOR AND THE CITY CLERK are hereby authorized and directed to execute and attest, respectively, for and in the name and on behalf of the City of Mobile, the attached Purchase Agreement for the property shown above.

BE IT RESOLVED THAT THE Director of Finance be and is authorized and directed to issue a check in the amount of sales price plus closing costs, less prorate share of property taxes payable to Surety Land Title, Inc., and forward said check to the City of Mobile Deputy Director, Real Estate Asset Management, for delivery to Surety Land Title, Inc., once deed is prepared and for when the closing date is set.

BE IT FURTHER RESOLVED THAT the Deputy Director, Real Estate Asset Management, of the City of Mobile is hereby authorized and directed to negotiate, and execute for and in the name and on behalf of the City of Mobile whatever supporting documents, affidavits, closing statements, or other ancillary forms necessary to complete the transaction and:

Adopted:

_____

City Clerk

Real Estate Acquisition Pre-Closing Checklist
Form A

Address 1600 Boykin Blvd.

Parcel # 2 32 10 40 0 00 021 and 2 32 10 40 0 001 020

Key # 1035819 and 1035800

Requesting Department Real Estate

Project Information C0855 - Boys & Girls Club/Community Center/Food Pantry

Purpose of Acquisition

City Facilty for Boys & Girls Club/Community Center/Food Pantry

Funding Source and Amount C0855 $ 147,000.00 PLUS $7,000.00 EST. CLOSING COSTS

Funding C0855

Requirements/Limitations

Property Information

Vacant _____ Yes ___X___ No

Property Improvements Old School Buildings to be Demolished

Estimated Property Improvement Value

Building $ 0

Land $ 147,000.00

Subdivision Requirement

Zoning Requirements

ADA
Requirements _____

_____

Environmental Study Required _____ Yes __X__ No
Environmental Study
Information _____

_____

Within City of Mobile Limits __X__ Yes _____ No
Within Flood Zone __X__ Yes _____ No
Historic Property _____ Yes __X__ No

Appraisal Required __X__ Yes _____ No
Appraisal Value $ 147,000.00
Survey Required __X__ Yes _____ No
Date Survey Acquired _____
Facilities Maintenance Inspection Required _____ Yes __X__ No
List of Utilities Available
- Electricity X
- Water X
- Sewer X
- Gas X
- Other _____

Termite Bond Required _____ Yes __X__ No

Funding: C0855

Director of Real Estate Asset Management (signature)

12/04/2023
Date

Form A - 1600 Boykin Blvd.

Final Audit Report 2023-12-06

Created:	2023-12-06
By:	Rhonda Lewis (rhonda.lewis@cityofmobile.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAwNYHmDhK7v1CkiRFFxhKtrY7x8j3i-n2

"Form A - 1600 Boykin Blvd." History

Document created by Rhonda Lewis (rhonda.lewis@cityofmobile.org)
2023-12-06 - 8:51:35 PM GMT- IP address: 76.8.254.3

Document emailed to Cassie Boatwright (boatwright@cityofmobile.org) for signature
2023-12-06 - 8:53:44 PM GMT

Email viewed by Cassie Boatwright (boatwright@cityofmobile.org)
2023-12-06 - 9:00:35 PM GMT- IP address: 76.8.254.3

Document e-signed by Cassie Boatwright (boatwright@cityofmobile.org)
Signature Date: 2023-12-06 - 9:03:55 PM GMT - Time Source: server- IP address: 76.8.254.3

Agreement completed.
2023-12-06 - 9:03:55 PM GMT

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Submitted by:

Nick Amberger, Director, Engineering, Carleen Stout-Clark, Deputy Director, Real Estate Asset Management

Sponsored by:

William S. Stimpson, Mayor, and William Carroll, Councilmember

Purpose and Scope of Project:

Accept the Quitclaim Deed of Right-of-Way parcels 1 and 2 from the State of Alabama ("ALDOT") to the City of Mobile, at the main entrance of the Civic Center.

Amount of Contract:

N/A

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	12/6/2023
Deed from State of AL - ALDOT	Exhibit	12/6/2023
Letters ALDOT & COM Re Conveyance	Backup Material	12/6/2023

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate	Stout, Carleen	Approved	12/6/2023 - 4:48 PM
Legal	Kern, Chris	Approved	12/7/2023 - 12:20 PM

Mayors Office	Montgomery, Brandi	Approved	12/7/2023 - 3:04 PM

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the Mayor and the City Clerk be, and hereby are, authorized to accept the Quitclaim Deed of Right-of-Way, parcels 1 and 2 from the State of Alabama ("ALDOT") to the City of Mobile, ALDOT Project No. I-10-1 (5) as set out in the instrument attached hereto.

SAID DOCUMENT is by reference made a part of this resolution as fully as set forth herein and copies will be on file in the office of the City Clerk and in the office of the Deputy Director of Real Estate Asset Management of the City of Mobile.

Adopted:

_____

City Clerk

Form ROW-QC
Rev. 07/25/2018

23-02233

INSTRUMENT PREPARED BY:
Nathanael McCall
Right of Way Bureau
Alabama Department of Transportation
1409 Coliseum Blvd.
Montgomery, Alabama 36110

STATE OF ALABAMA
COUNTY OF MOBILE

Project No. I-10-1(5)
Date: October 11, 2023

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS THAT, the State of Alabama, Alabama Department of Transportation, Party of the First Part (hereinafter Grantor), for and in consideration of the sum of ONE DOLLAR AND NO/100th ($1.oo) and other good and valuable consideration, in hand paid to the Grantor by the City of Mobile Party of the Second Part (hereinafter Grantee), the receipt whereof is hereby acknowledged, does hereby remise, release, quitclaim and convey unto "Grantee," all of its right, title, interest, and claim in and to the following described real estate, subject to easements, rights of way, restrictions and reservations of record; also subject to the covenants contained herein and the rights of any utilities which may be on, over, or under said real estate, situated in Mobile County, Alabama: And as shown of the right of way maps of Project No. I-10-1(5) of record in the Alabama Department of Transportation, a copy of which is also deposited in the office of the Judge of Probate of Mobile County, Alabama, as an aid to person and entities interested therein and as shown on the Property Plat attached hereto and made a part hereof:

TRANSFER OF RIGHT-OF-WAY

Parcel 1 of 2:
COMMENCING from a capped rebar (Wattier) at the southeast corner of Lot B, Mobile Civic Center Subdivision, as recorded in the Office of the Judge of Probate in Mobile County, Alabama;

thence southwesterly along the south line of said Lot a distance of 8 feet, more or less, to a found concrete monument on the present west R/W line of Claiborne Street;

thence southeasterly and along said present R/W line a distance of 58 feet, more or less, to a point on said present R/W line;

thence northerly and along said present R/W line a distance of 208 feet, more or less, to a point on said present R/W line;

thence northwesterly and along said present R/W line a distance of 106 feet, more or less, to a point on said present R/W line (said point also on the proposed R/W line of Claiborne Street), which is the point of BEGINNING;

thence N 24°06'53" W and along said present R/W line a distance of 41.27 feet to a point on said present R/W line;

thence N 30°20'15" E and along said present R/W line a distance of 50.58 feet to a point on the proposed R/W line of Claiborne Street;

thence S 6°5'45" W and along said proposed R/W line a distance of 81.79 feet to the point and place of BEGINNING, containing 0.02 acre(s), more or less.

Parcel 2 of 2:
COMMENCING from a capped rebar (Wattier) at the southeast corner of Lot B, Mobile Civic Center Subdivision, as recorded in the Office of the Judge of Probate in Mobile County, Alabama;

thence southwesterly along the south line of said Lot a distance of 8 feet, more or less, to a found concrete monument on the present west R/W line of Claiborne Street;

thence southeasterly and along said present R/W line a distance of 58 feet, more or less, to a point on said present R/W line;

thence northerly and along said present R/W line a distance of 208 feet, more or less, to a point on said present R/W line;

thence northwesterly and along said present R/W line a distance of 148 feet, more or less, to a point on said present R/W line;

thence northeasterly and along said present R/W line a distance of 51 feet, more or less, to a point on said present R/W line (point also on the proposed R/W line of Claiborne Street), which is the point of BEGINNING;

thence N 21°48'16" W and along said present R/W line a distance of 92.15 feet to a point on said present R/W line;

thence N 70°44'57" E and along said present R/W line a distance of 48.03 feet to a point on the proposed R/W line of Claiborne St.;

thence S 6°15'22" W and along said proposed R/W line a distance of 102.00 feet to the point and place of BEGINNING, containing 0.05 acre(s), more or less.

It is fully understood and agreed upon by both parties that title to the above described property shall revert to Grantor in the event property ceases to be used for public and non-proprietary purposes.

TO HAVE AND TO HOLD, the same unto Grantee, their successors and assigns forever as a public road.

This the 14th of December, 2023.

APPROVED:

By: John R Cooper
JOHN R. COOPER
TRANSPORTATION DIRECTOR

APPROVED AS TO LEGAL FORM:

By: William F Patty 11/9/23
WILLIAM F. PATTY
CHIEF LEGAL COUNSEL
ALABAMA DEPARTMENT
OF TRANSPORTATION

THE STATE OF ALABAMA

ATTEST:

By: Wes Allen
WES ALLEN
SECRETARY OF STATE OF THE
STATE OF ALABAMA

By: Kay Ivey 11-14-23
KAY IVEY
GOVERNOR OF ALABAMA

CERTIFICATION

STATE OF ALABAMA

COUNTY OF MONTGOMERY

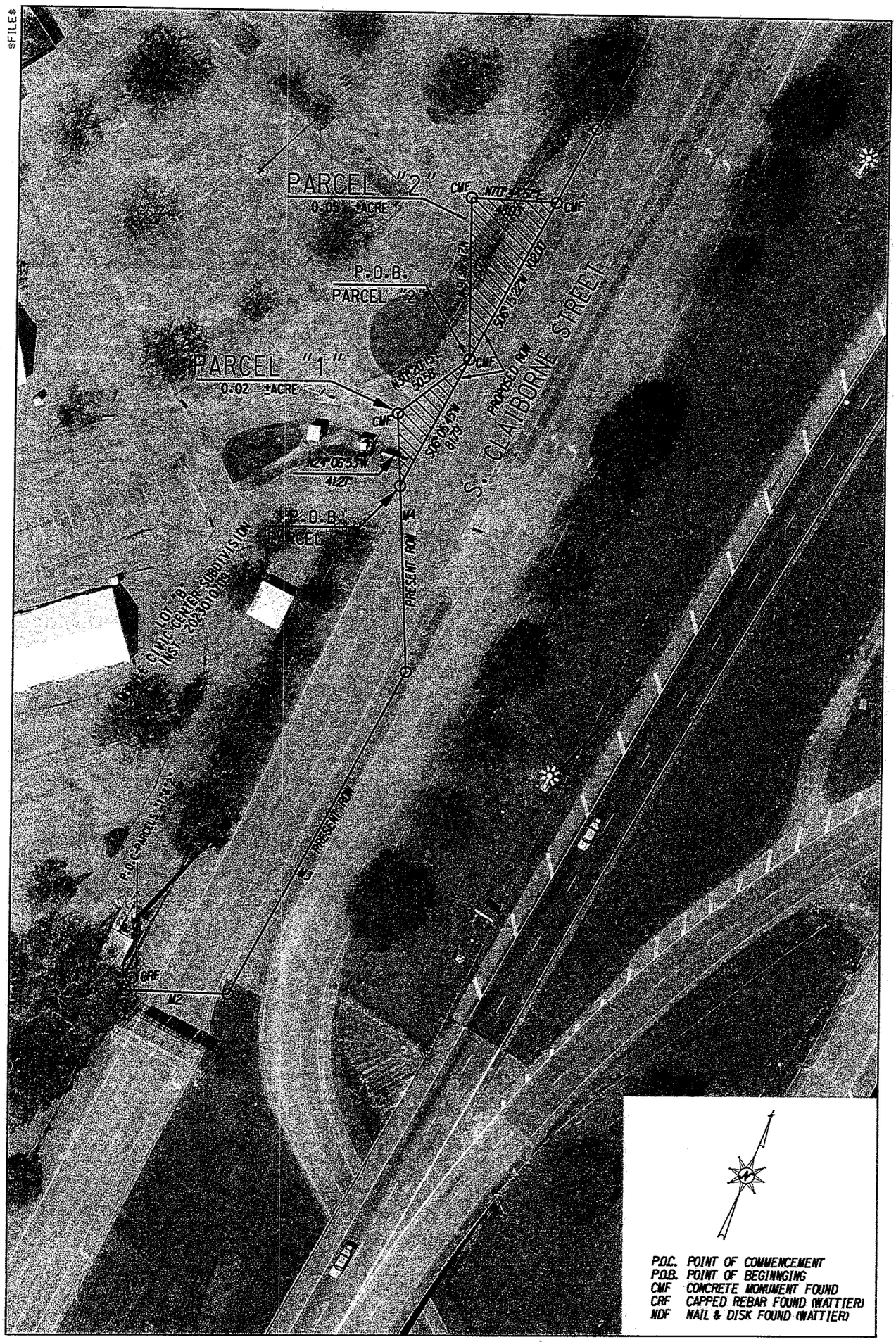
TO: Honorable Kay Ivey, Governor of the State of Alabama:

I, John R. Cooper Director of the Alabama Department of Transportation, do hereby certify that the Alabama Department of Transportation, acting by and through the powers vested in it by law, has negotiated with the City of Mobile in the Quitclaim Deed attached, for the transfer of certain property by the State of Alabama, which property is located in Mobile County, Alabama, and which property is better described in said Quitclaim Deed, and do further certify that all requirements of law with respect to such transfer have been complied with.

This the 7th day of November, 2023.

John R. Cooper

JOHN R. COOPER
TRANSPORTATION DIRECTOR



STATE OF ALABAMA DEPARTMENT OF TRANSPORTATION

GRANTOR:	STATE OF ALABAMA	PROJECT:	I-10-1(5)
BEFORE:	0.07 AC	COUNTY:	MOBILE
ACQUISITION:	0.07 AC	DATE:	10-11-2023
REMAINDER:	0.00 AC	SCALE:	NTS

ALABAMA
DEPARTMENT OF TRANSPORTATION

SOUTHWEST REGION
OFFICE OF REGION ENGINEER
GROVE HILL OFFICE
129 GROVE HILL AVENUE EAST
GROVE HILL, ALABAMA 36451
TELEPHONE: (251) 275-4103
FAX (251) 275-3327

Kay Ivey
GOVERNOR

John R. Cooper
TRANSPORTATION DIRECTOR

November 21, 2023

Mr. James A. DeLapp
Executive Director, Public Works
City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

Dear Sir:

RE: Project No. I-10-1(5) & U-10-1(36)
Transfer of Right of Way
Claiborn/Eslava Street Plan Sheet #38
City of Mobile
Mobile County

Please see attached the original Quitclaim Deed from the State of Alabama to the City of Mobile transferring two parcels of land adjacent to the main entrance of the Mobile Civic Center as you requested in your letter as attached.

Please have this deed and sketch (4 pages) recorded in the Office of Judge of Probate in Mobile County and provide us with a recorded copy once this has been done.

Should you have any questions regarding this paperwork, or need additional information, please give me a call.

Yours Very Truly,

Matthew J. Ericksen, P.E.
Region Engineer

By: _____
Robbie Lipscomb
Right-of-Way Acquisition Manager

MJE/rl
Attachment
CC: file

MOBILE
ALABAMA

June 14, 2023

Mr. Matthew J. Ericksen, P.E.
Southwest Region Engineer
1701 I-65 West Service Road North
Mobile, AL 36118

Dear Mr. Ericksen:

RE: Transfer Request
ROW located at the entrance to Mobile Civic Center (Claiborne Street)

We are asking the State DOT to deem two (2) small ROW parcels, Parcel "B" and "C" described in the attached Exhibit "A" and depicted in Exhibit "B", as excess ROW, and transfer to the City of Mobile. The location is at the main entrance to the Mobile Civic Center (Claiborne Street) in the downtown area. The conveyed ROW will be used for public and non-proprietary purposes and will not affect traffic flow in this area.

Please contact Carleen Stout-Clark at (251) 208-7536 if you need additional information.

Sincerely,

James A. DeLapp
Executive Director, Public Works
City of Mobile

Encls:
Exhibit A, Legal Description
Exhibit B, Sketch Parcels

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Submitted by:

Nick Amberger, Director, Engineering Dept. and Carleen Stout-Clark, Deputy Director, Real Estate Asset Management.

Sponsored by:

Mayor William S. Stimpson and Councilmember Cory Penn.

Purpose and Scope of Project:

Accept one Permanent Drainage Easement and Temporary Construction Easement, one Temporary Construction Easement, and one Right-of-Entry Permit as needed for the Highway 45 From Wilson Avenue to Prichard Avenue US-45 Streetscape Improvements COM Project No. 2022-3005-06, owner donation, no City funds required.

Amount of Contract:

N/A

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	12/7/2023
PDE and TCE Tract 3	Exhibit	12/7/2023
TCE Tract 7 Presley	Exhibit	12/7/2023
TCE Tract 7 Spencer	Exhibit	12/7/2023
TCE Tract 7 Thornton	Exhibit	12/7/2023
ROE Tract 7 Renters	Exhibit	12/7/2023

REVIEWERS:

Department Reviewer	Action	Date

Real Estate	Stout, Carleen	Approved	12/7/2023 - 12:54 PM
Legal	Kern, Chris	Approved	12/7/2023 - 2:23 PM
Mayors Office	Montgomery, Brandi	Approved	12/7/2023 - 2:54 PM

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember Cory Penn

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the City hereby accepts one Permanent Drainage Easement and Temporary Construction Easement, one Temporary Construction Easement, and one Right-of-Entry Permit as needed for the Highway 45 From Wilson Avenue to Prichard Avenue US-45 Streetscape Improvements COM Project No. 2022-3005-06.

1. Permanent Drainage Easement and Temporary Construction Easement from Murphy Oil USA, Inc., a Delaware Corporation (f/k/a Murphy Corporation). Tract 3, located at 2472 St. Stephens Rd.

2. Temporary Construction Easement from Mary A. Presley, Donald E. Spencer and Nancy A. Thornton. Tract 7, located at 2524 Highland Dr.

3. Right-of-Entry Permit from Christopher Clark and Ambria J. Terrell. Tract 7, located at 2524 Highland Dr.

SAID documents being attached hereto and made a part hereof as fully as if set forth herein.

Adopted:

_____

City Clerk

PERMANENT DRAINAGE EASEMENT

AND

TEMPORARY CONSTRUCTION EASEMENT

STATE OF ALABAMA)

COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, MURPHY OIL USA, INC, a Delaware corporation, (f/k/a MURPHY CORPORATION), the Grantor, of the County and State aforesaid, in and for the consideration Ten Dollars ($10.00), in hand paid by the City of Mobile, a Municipal Corporation, the Grantee, the receipt whereof being hereby acknowledged, and for the further consideration of the general public benefit which will accrue to the neighborhood, to the public generally, and to its property, the Grantor does hereby GIVE, GRANT, BARGAIN, SELL AND CONVEY to the Grantee, its successors and assigns, full and free right, liberty and authority to enter upon and to construct, operate and maintain a storm drainage sewer and/or ditch, or other such drainage improvements as deemed necessary and appropriate by the Grantee, for the Highway 45 From Wilson Avenue to Prichard Avenue US-45 Streetscape Improvements COM Project No. 2022-3005-06, across the following described land:

SEE "EXHIBIT A" ATTACHED HERETO

AS SHOWN IN "EXHIBIT B"

It is understood between the parties that the rights in and to the above-described property which the Grantors are relinquishing by this instrument include, but are not limited to, the right to plant and grow shade and ornamental trees on said property, and the right to place any structure, vehicle or other personal property on any part of the property above described, either temporarily or permanently. And for and in consideration of the above, the Grantor hereby releases said City of Mobile from all consequential damages, present or prospective to the property of the Grantor, arising out of construction, maintenance or repair of said easement.

TO HAVE AND TO HOLD, the said permanent drainage easement unto the Grantee, its successors and assigns, as appurtenant to its storm drainage sewer and/or ditch, or other drainage improvements deemed appropriate and/or necessary so long as the Grantee, its successors and assigns, shall continue to operate and use for such purposes the storm drainage

sewer and/or ditch, or other such drainage improvements constructed thereon as needed for said project.

In and for the same consideration hereinabove recited, Grantors do hereby grant to the said Grantee, its successors and assigns, full and free right, liberty and authority to enter upon and to use the lands hereinafter described for the operation and storage of such equipment and materials as may be necessary in the construction of the drainage improvements on adjacent land, a temporary construction easement, said easement being on and across the following described lands:

SEE "EXHIBIT A" ATTACHED HERETO
AS SHOWN IN "EXHIBIT B"

TO HAVE AND TO HOLD the said temporary construction easement unto the Grantee its successors and assigns until twelve months after the Grantee completes construction of the above named Project, it being understood that the work will be done in an orderly manner and any property disturbed by the Grantee will be returned to a condition substantially the same as it was on the date work started on the above described property. In and for the same above the Grantor hereby releases said City of Mobile from all consequential damages, present or prospective to the property of the Grantor, arising out of construction, maintenance, or repair of said easement.

IN WITNESS WHEROF, the undersigned has set my hand and seal, this the 27th day of, November, 2023.

LS

Murphy Oil USA, Inc.

By: _____

Its: SVP, Asset Development

ATTEST:

By: _____

Its: Sr. Counsel

STATE OF Arkansas)
COUNTY OF Union)

I, the undersigned, a Notary Public in and for said County in said State do hereby certify that Jennifer Bridges, whose name as SVP, Asset Development, of MURPHY OIL USA, INC., a Delaware corporation, signed the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, as such officers, and with full authority, executed the same voluntarily for and as the act of said corporation, on the day the same bears date.

Given under my hand and official seal this the 27th day of November 2023.

Notary Public, State of Arkansas

My Commission Expires: 7/31/2025

Amber Patterson

AMBER PATTERSON
MY COMM. EXPIRES
07-31-2025
NOTARY
PUBLIC
COMM #12690252
UNION COUNTY, ARKANSAS

This instrument prepared by:
City of Mobile
Real Estate Dept.
P.O Box. 1827
Mobile, AL 36633

GRANTEE:
City of Mobile
P.O. Box 1827
Mobile, AL 36633

Grantor:
Murphy Oil USA, Inc.
P.O. Box. 7300
El Dorado, AR 71731-73

EXHIBT "A"

TRACT 3

3PDE1 PERMENANT DRAINAGE EASEMENT DESCRIBED AS FOLLOWS:

Commencing at a point on the South East corner of lot 1 of McDonough Heights and the North right-of-way line of U.S. HWY 45 according to map book 3 page 409, thence continue along the North right-of-way line of U.S. HWY 45 N63°49'00"W a distance of 33.32 feet more or less to a point on the North right-of-way of U.S. HWY 45 and the POINT OF BEGINNING #1, thence continue along the North right-of-way of U.S. HWY 45 N63°49'00"W a distance of 26.28 feet more or less to a point, thence continue N26°10'40"E a distance of 8.34 feet more or less to a point, thence continue S63°49'00"E a distance of 26.18 feet more or less to a point on an existing 20' drainage easement according to resolution #25-657-1976, thence continue along the existing 20' drainage easement S25°32'27"W a distance of 8.32 feet more or less to a point on the North right of way line of U.S. HWY 45 and the POINT OF BEGINNING #1 and containing 0.005 Acres more or less.

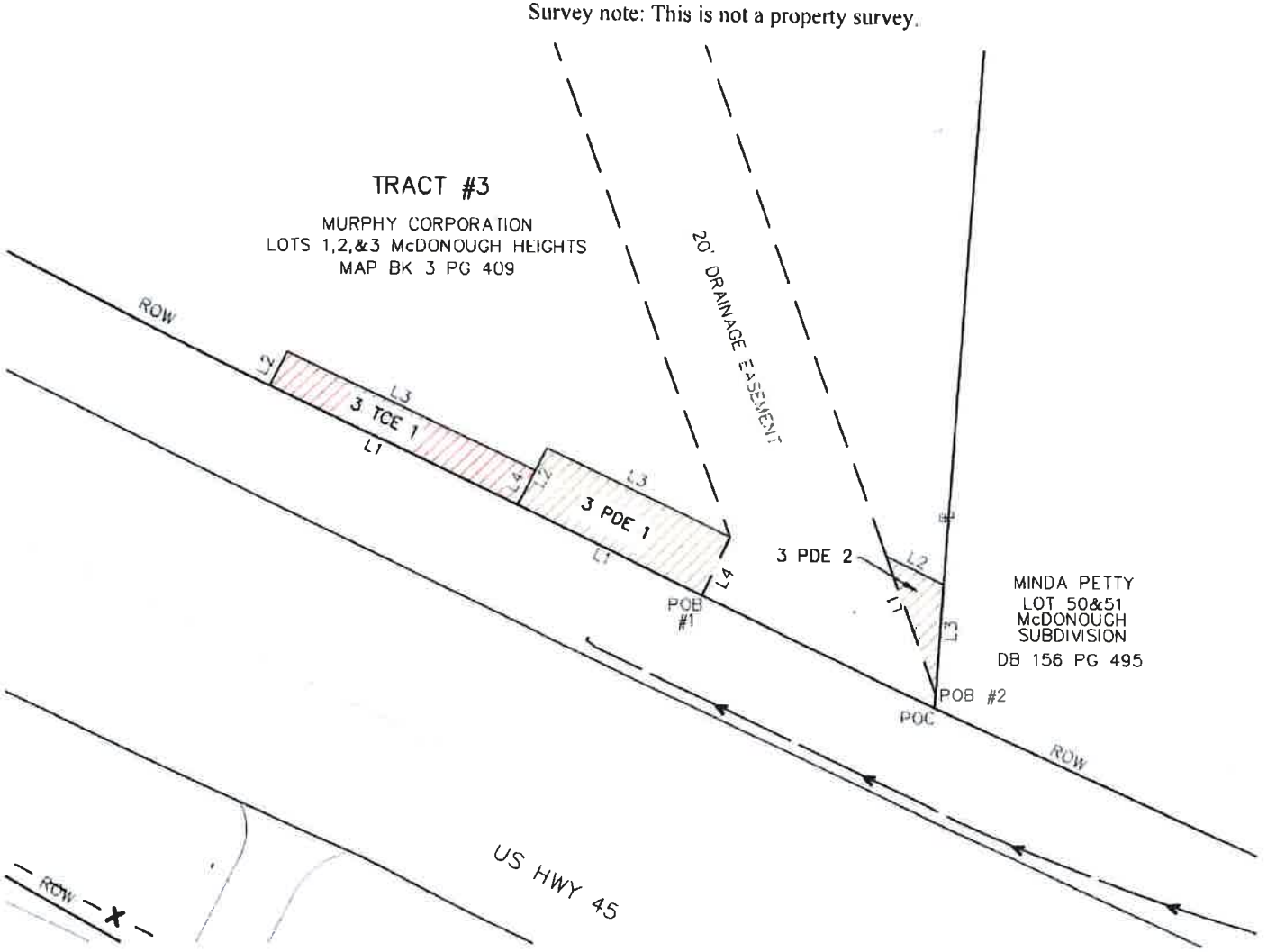
3PDE2 PERMENANT DRAINAGE EASEMENT DESCRIBED AS FOLLOWS:

Commencing at a point on the South East corner of lot 1 of McDonough Heights and the North right of way of U.S. HWY 45 according to map book 3 page 409, thence continue along the East property line of lot 1 of McDonough Heights N03°57'41"W a distance of 2.00 feet more or less to a point on the East property line of lot 1 of McDonough Heights and the POINT OF BEGINNING #2, thence continue N19°50'33"W a distance of 18.90 feet more or less to a point on an existing 20' drainage easement according to resolution #25-657-1976, thence continue S64°31'53"E a distance of 8.20 feet more or less to a point on the East property line of Lot 1 of McDonough Heights, thence continue S03°57'41"W a distance of 14.29 feet more or less to a point on the East property line of lot 1 of McDonough Heights and the POINT OF BEGINNING #2 and containing 0.001 Acres more or less

3TCE1 TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:

Commencing at a point on the South East corner of lot 1 of McDonough Heights and the North right-of-way line of U.S. HWY 45 according to map book 3 page 409, thence continue along the North right-of-way line of U.S. HWY 45 N63°49'00"W a distance of 59.60 feet more or less to a point and the POINT OF BEGINNING #3, thence continue along the North right-of-way of U.S. HWY 45 N63°49'00"W a distance of 35.06 feet more or less to a point, thence continue N26°10'40"E a distance of 5.00 feet more or less to a point, thence continue S63°49'00"E a distance of 35.06 feet more or less to a point, thence continue S26°10'40"W a distance of 5.00 feet more or less to a point on the North right of way line of U.S. HWY 45 and the POINT OF BEGINNING #3 and containing 0.004 Acres more or less.

Survey note: This is not a property survey.



PERMANENT DRAINAGE EASEMENT 3 PDE 1

LINE	BEARING	DISTANCE
L1	N63°49'00"W	26.28'
L2	N26°10'40"E	8.34'
L3	S63°49'00"E	26.18'
L4	S25°32'27"W	8.32'

AREA = 0.005 ACRES

PERMANENT DRAINAGE EASEMENT 3 PDE 2

LINE	BEARING	DISTANCE
L1	N19°50'33"W	18.90'
L2	S64°31'53"E	8.20'
L3	S03°57'41"W	14.29'

AREA = 0.001 ACRES

TEMPORARY CONSTRUCTION EASEMENT 3 TCE 1

LINE	BEARING	DISTANCE
L1	N63°49'00"W	35.06'
L2	N26°10'40"E	5.00'
L3	S63°49'00"E	35.06'
L4	S26°10'40"W	5.00'

AREA = 0.004 ACRES

LEGEND	
TEMPORARY CONSTRUCTION EASEMENT	TCE
PERMANENT EASEMENT	PE
APPROXIMATE PROPERTY LINE	PL
POINT OF BEGINNING	POB
POINT OF COMENCEMENT	POC

0 20 40 Feet

HORIZONTAL SCALE: 1" = 200'

CITY OF MOBILE
ENGINEERING DEPT
205 Government St. Phone 251-208-6216.
Mobile Alabama 36644 Fax 251-208-7398

PROJECT:

U.S. HWY 45 STREETSCAPES
PERMANENT DRAINAGE EASEMENT & TEMPORARY CONSTRUCTION EASEMENT
C.O.M. #2022-3005-06

DATE: AUGUST 18, 2023 | SHEET 1 OF 2

EXHIBIT "B"

TEMPORARY CONSTRUCTION EASEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)

This indenture made this 15th day of November 2023 between Mary A. Presley, the Grantor, and the City of Mobile, a Municipal corporation, organized and existing under the laws of the State of Alabama, Grantee.

WITNESSETH:

That the Grantor, in consideration of the sum of ONE DOLLAR $(1.00) paid by the Grantee, the receipt whereof is hereby acknowledged, and for further consideration of the general public benefit which will accrue to the neighborhood and the benefit which will accrue to her property, does hereby grant to the said Grantee, its successors and assigns, full and free right, liberty and authority to enter upon and use the lands hereinafter described for the operation and storage of such equipment and materials as may be necessary in the construction of the drainage improvements on adjacent land for the Highway 45 From Wilson Avenue to Prichard Avenue US-45 Streetscape Improvements COM Project No. 2022-3005-06, said easement being on and across the following described lands:

SEE "EXHIBIT A" ATTACHED HERETO
AS SHOWN IN "EXHIBIT B"

TO HAVE AND TO HOLD the said temporary construction easement unto the Grantee its successors and assigns until twelve months after the Grantee completes construction of the above-named Project, it being understood that the work will be done in an orderly manner and any property disturbed by the Grantee will be returned to a condition substantially the same as it was on the date work started on the above-described property. In and for the same above the Grantor hereby releases said City of Mobile from all consequential damages, present or prospective to the property of the Grantor, arising out of construction, maintenance, or repair of said easement.

IN WITNESS WHEROF, the undersigned has set my hand and seal, this the 10 day of November, 2023.

Owner:

Mary A. Presley

Witness:

Booker T Presley

Print name: Booker T. Presley

This instrument prepared by:
City of Mobile
Real Estate Dept.
P.O. Box 1827
Mobile, AL 36633

Grantee:
City of Mobile
P.O. Box 1827
Mobile, AL 36633

Grantor:
Mrs. Mary A. Presley
2534 Ashley Oak Dr.
Schertz, TX 78154-2657

EXHIBIT "A"

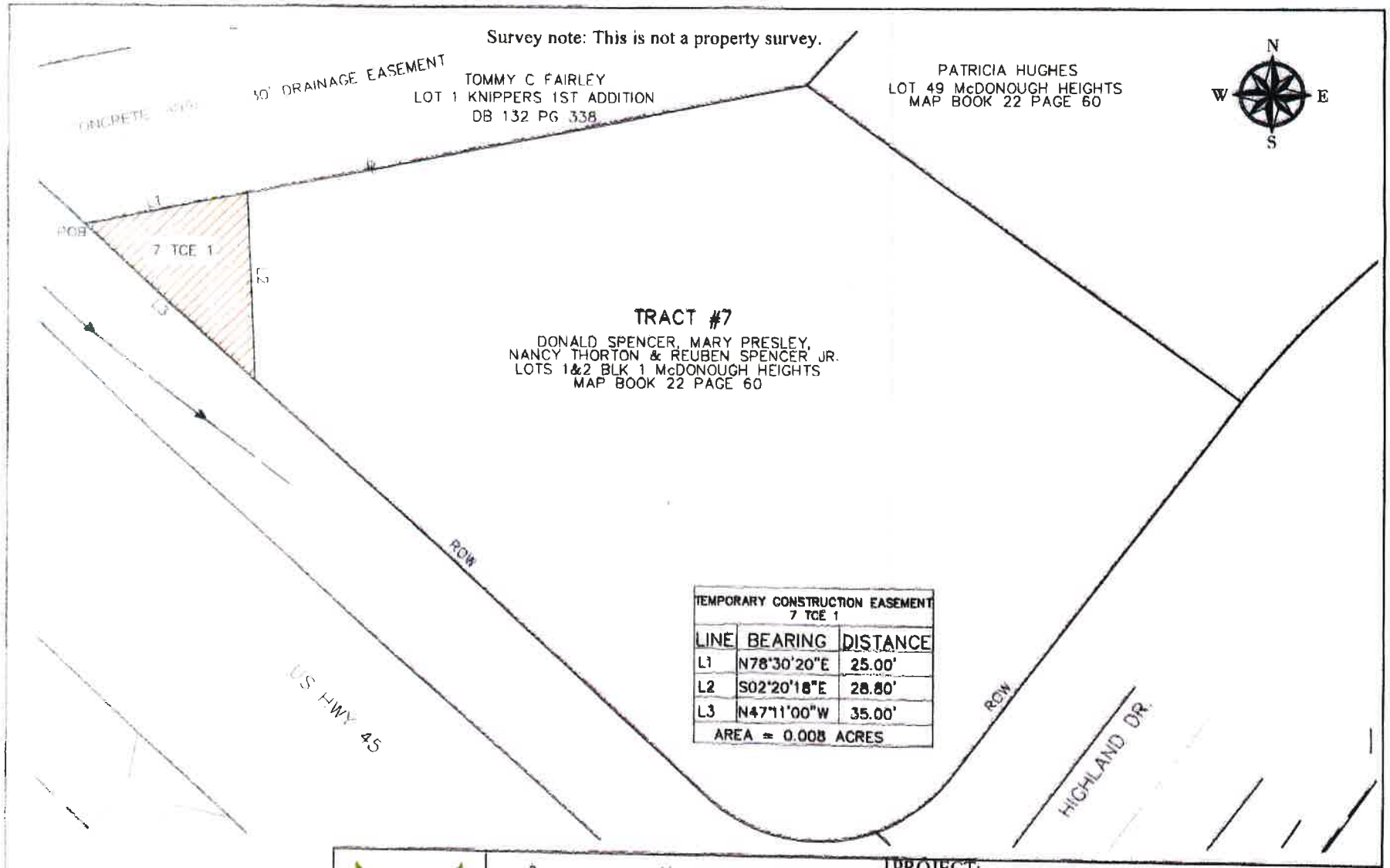
TAX PARCEL # 022902440014338.000

TRACT 7
TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:

Beginning at a point on the North West corner of lots 1&2 of McDonough Heights and the North right of way of U.S. HWY 45 according to map book 22 page 60, thence run N78°30'20"E a distance of 25.00 feet more or less along a 30' drainage easement and the west property line to a point, thence run S02°20'18"E a distance of 28.80 feet more or less to a point on the North right of way of U.S. Hwy 45, thence run N47°11'00"W at a distance of 35.00 feet more or less along the North right of way of U.S. HWY 45 and the POINT OF BEGINNING.

9/21/2023 3:05:38 PM

"EXHIBIT B"



TEMPORARY CONSTRUCTION EASEMENT 7 TCE 1		
LINE	BEARING	DISTANCE
L1	N78°30'20"E	25.00'
L2	S02°20'18"E	28.80'
L3	N47°11'00"W	35.00'
AREA = 0.008 ACRES		

LEGEND	
TEMPORARY CONSTRUCTION EASEMENT	TCE
PERMANENT EASEMENT	PE
APPROXIMATE PROPERTY LINE	PL
POINT OF BEGINNING	POB
POINT OF COMENCEMENT	POC

0 20 40 Feet

HORIZONTAL SCALE: 1" = 200'

CITY OF MOBILE
ENGINEERING DEPT
205 Government St. Phone 251-208-6216.
Mobile Alabama 36644 Fax 251-208-7398

PROJECT:

U.S. HWY 45 STREETSCAPES

TEMPORARY CONSTRUCTION EASEMENT

C.O.M. #2022-3005-06

DATE: AUGUST 22, 2023 | SHEET 1 OF 2

2022-3005-06 EASEMENTS-Permanent and Temporary.pdf 7

TEMPORARY CONSTRUCTION EASEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)

This indenture made this 14 day of November 2023 between Donald E. Spencer, Sr., the Grantor, and the City of Mobile, a Municipal corporation, organized and existing under the laws of the State of Alabama, Grantee.

WITNESSETH:

That the Grantor, in consideration of the sum of ONE DOLLAR $(1.00) paid by the Grantee, the receipt whereof is hereby acknowledged, and for further consideration of the general public benefit which will accrue to the neighborhood and the benefit which will accrue to his property, does hereby grant to the said Grantee, its successors and assigns, full and free right, liberty and authority to enter upon and use the lands hereinafter described for the operation and storage of such equipment and materials as may be necessary in the construction of the drainage improvements on adjacent land for the Highway 45 From Wilson Avenue to Prichard Avenue US-45 Streetscape Improvements COM Project No. 2022-3005-06, said easement being on and across the following described lands:

SEE "EXHIBIT A" ATTACHED HERETO
AS SHOWN IN "EXHIBIT B"

TO HAVE AND TO HOLD the said temporary construction easement unto the Grantee its successors and assigns until twelve months after the Grantee completes construction of the above-named Project, it being understood that the work will be done in an orderly manner and any property disturbed by the Grantee will be returned to a condition substantially the same as it was on the date work started on the above-described property. In and for the same above the Grantor hereby releases said City of Mobile from all consequential damages, present or prospective to the property of the Grantor, arising out of construction, maintenance, or repair of said easement.

IN WITNESS WHEROF, the undersigned has set my hand and seal, this the 14 day of November 2023.

Owner:

Donald E Spencer Sr

Donald E. Spencer, Sr.

Witness:

Ella J. Spencer

Print name: Ella J. Spencer

This instrument prepared by:
City of Mobile
Real Estate Dept.
P.O. Box 1827
Mobile, AL 36633

Grantee:
City of Mobile
P.O. Box 1827
Mobile, AL 36633

Grantor:
Mr. Donald E. Spencer, Sr.
P.O. Box 1482
Monroeville, AL 36461-1482

EXHIBIT "A"

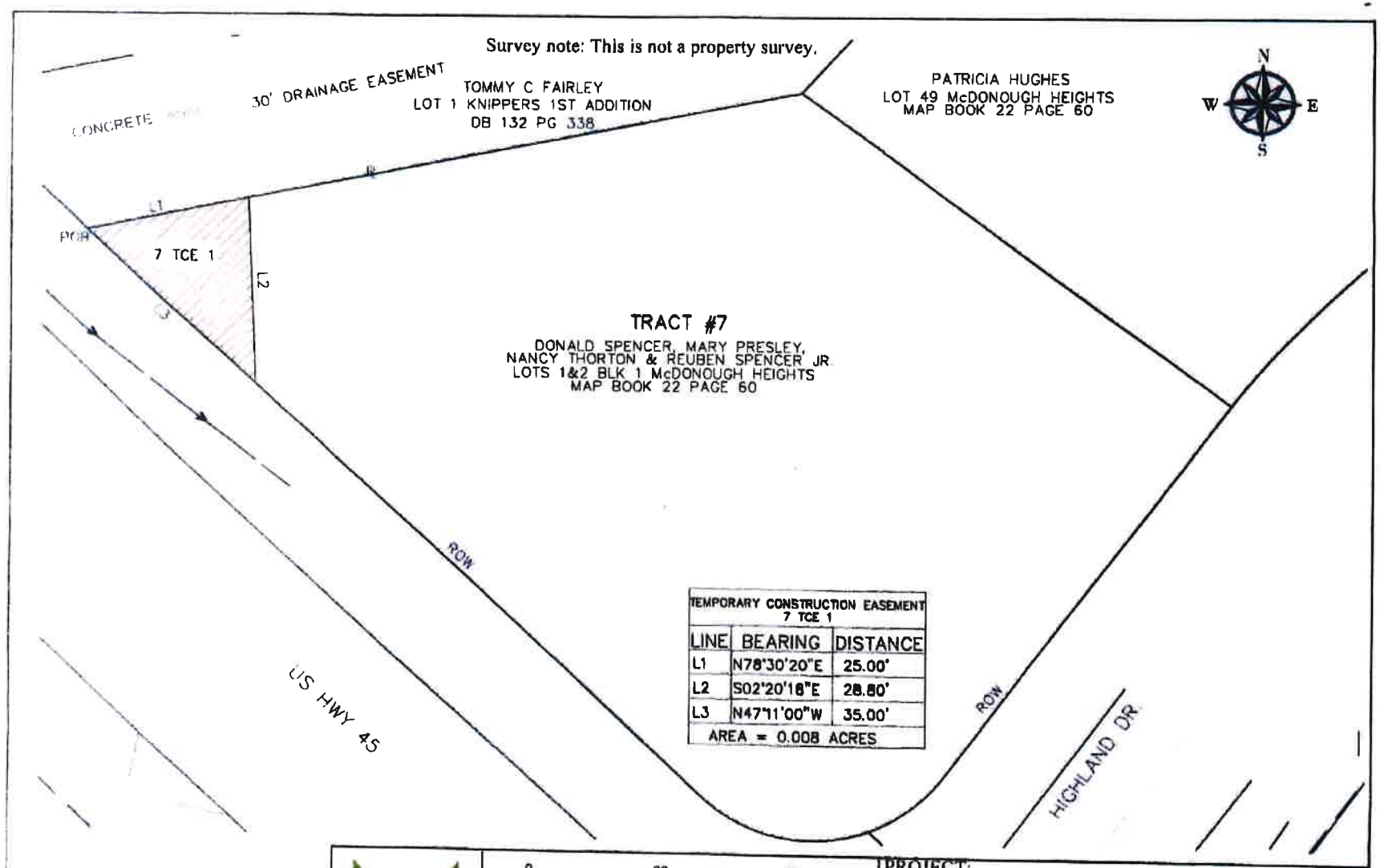
TAX PARCEL # 022902440014338.000

TRACT 7

TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:

Beginning at a point on the North West corner of lots 1&2 of McDonough Heights and the North right of way of U.S. HWY 45 according to map book 22 page 60, thence run N78°30'20"E a distance of 25.00 feet more or less along a 30' drainage easement and the west property line to a point, thence run S02°20'18"E a distance of 28.80 feet more or less to a point on the North right of way of U.S. Hwy 45, thence run N47°11'00"W at a distance of 35.00 feet more or less along the North right of way of U.S. HWY 45 and the POINT OF BEGINNING.

EXHIBIT B



TEMPORARY CONSTRUCTION EASEMENT 7 TCE 1		
LINE	BEARING	DISTANCE
L1	N78°30'20"E	25.00'
L2	S02°20'18"E	28.80'
L3	N47°11'00"W	35.00'
AREA = 0.008 ACRES		

LEGEND	
TEMPORARY CONSTRUCTION EASEMENT	TCE
PERMANENT EASEMENT	PE
APPROXIMATE PROPERTY LINE	PL
POINT OF BEGINNING	POB
POINT OF COMENCEMENT	POC

0 20 40 Feet

HORIZONTAL SCALE: 1" = 200'

CITY OF MOBILE
ENGINEERING DEPT
205 Government St. Phone 251-208-6216.
Mobile Alabama 36644 Fax 251-208-7398

PROJECT:

U.S. HWY 45 STREETSCAPES

TEMPORARY CONSTRUCTION EASEMENT

C.O.M. #2022-3005-06

DATE: AUGUST 22, 2023 | SHEET 1 OF 2

9/21/2023 3:05:18 PM
2022-3005-06 EASEMENTS-Permanent and Temporary.pdf 7

TEMPORARY CONSTRUCTION EASEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)

This indenture made this 9 day of November 2023 between Nancy A. Thornton, the Grantor, and the City of Mobile, a Municipal corporation, organized and existing under the laws of the State of Alabama, Grantee.

WITNESSETH:

That the Grantor, in consideration of the sum of ONE DOLLAR $(1.00) paid by the Grantee, the receipt whereof is hereby acknowledged, and for further consideration of the general public benefit which will accrue to the neighborhood and the benefit which will accrue to her property, does hereby grant to the said Grantee, its successors and assigns, full and free right, liberty and authority to enter upon and use the lands hereinafter described for the operation and storage of such equipment and materials as may be necessary in the construction of the drainage improvements on adjacent land for the Highway 45 From Wilson Avenue to Prichard Avenue US-45 Streetscape Improvements COM Project No. 2022-3005-06, said easement being on and across the following described lands:

SEE "EXHIBIT A" ATTACHED HERETO
AS SHOWN IN "EXHIBIT B"

TO HAVE AND TO HOLD the said temporary construction easement unto the Grantee its successors and assigns until twelve months after the Grantee completes construction of the above-named Project, it being understood that the work will be done in an orderly manner and any property disturbed by the Grantee will be returned to a condition substantially the same as it was on the date work started on the above-described property. In and for the same above the Grantor hereby releases said City of Mobile from all consequential damages, present or prospective to the property of the Grantor, arising out of construction, maintenance, or repair of said easement.

IN WITNESS WHEROF, the undersigned has set my hand and seal, this the 9 day of November 2023.

Owner:

Nancy Thornton

Witness:

This instrument prepared by:
City of Mobile
Real Estate Dept.
P.O. Box 1827
Mobile, AL 36633

Grantee:
City of Mobile
P.O. Box 1827
Mobile, AL 36633

Grantor:
Mrs. Nancy A. Thornton
6519 Pecan Acres
San Antonio, TX 78240-3090

EXHIBIT "A"

TAX PARCEL # 022902440014338.000

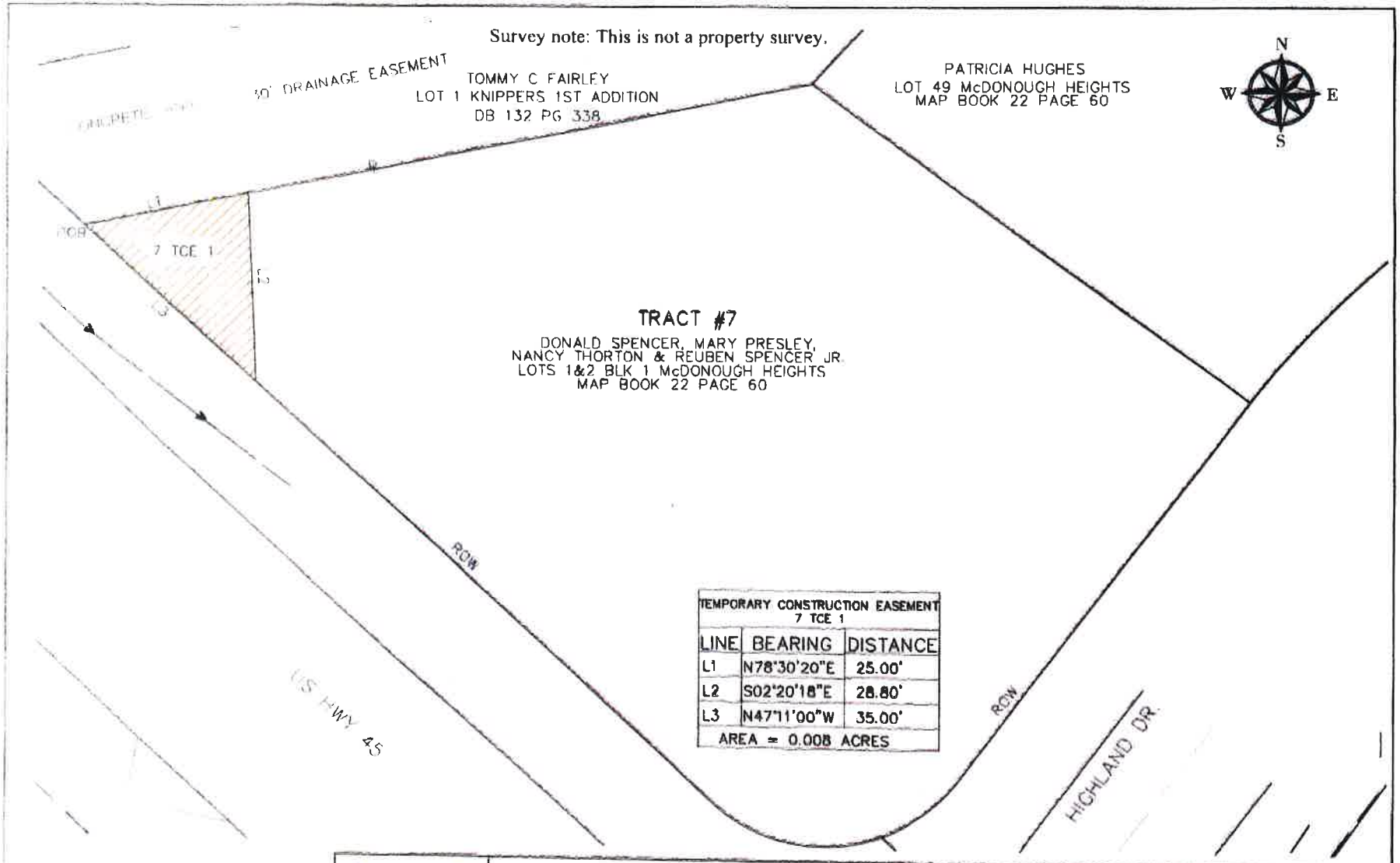
TRACT 7
TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:

Beginning at a point on the North West corner of lots 1&2 of McDonough Heights and the North right of way of U.S. HWY 45 according to map book 22 page 60, thence run N78°30'20"E a distance of 25.00 feet more or less along a 30' drainage easement and the west property line to a point, thence run S02°20'18"E a distance of 28.80 feet more or less to a point on the North right of way of U.S. Hwy 45, thence run N47°11'00"W at a distance of 35.00 feet more or less along the North right of way of U.S. HWY 45 and the POINT OF BEGINNING.

9/21/2023 3:05:38 PM

EXHIBIT B

Survey note: This is not a property survey.



TEMPORARY CONSTRUCTION EASEMENT 7 TCE 1		
LINE	BEARING	DISTANCE
L1	N78°30'20"E	25.00'
L2	S02°20'18"E	28.80'
L3	N47°11'00"W	35.00'
AREA = 0.008 ACRES		

LEGEND	
TEMPORARY CONSTRUCTION EASEMENT	TCE
PERMANENT EASEMENT	PE
APPROXIMATE PROPERTY LINE	℄
POINT OF BEGINNING	POB
POINT OF COMENCEMENT	POC

0 20 40 Feet

HORIZONTAL SCALE: 1" = 200'

CITY OF MOBILE
ENGINEERING DEPT
205 Government St. Phone 251-208-6216.
Mobile Alabama 36644 Fax 251-208-7398

PROJECT:

U.S. HWY 45 STREETSCAPES

TEMPORARY CONSTRUCTION EASEMENT

C.O.M. #2022-3005-06

DATE: AUGUST 22, 2023

SHEET 1 OF 2

2022-3005-06 EASEMENTS-Permanent and Temporary.pdf 7

RIGHT-OF-ENTRY PERMIT

City of Mobile

County of Mobile

The undersigned hereby certifies and warrants that they are the renters of the property described herein, and the undersigned hereby authorizes the City of Mobile, its successors and assigns, including its contractors and sub-contractors, the authority and permission to enter in and onto the premises located within the City of Mobile, Alabama, more commonly identified as: 2524 Highland Dr. and as shown as the Temporary Construction Easement on:

EXHIBIT "A"

and do the following:

Use the lands described for the operation and as storage of such equipment and materials as may be necessary in the construction of the drainage improvements on adjacent land for the Highway 45 From Wilson Avenue to Prichard Avenue US-45 Streetscape Improvements COM Project No. 2022-3005-06.

on the above described property at no expense to the said property owner. The work will be done in an orderly manner and any property disturbed by the City will be returned to a condition substantially the same as it was on the date work started on the above described property. And for and in consideration of the above, the Grantor hereby releases said City of Mobile from all consequential damages, present or prospective to the property of the Grantor, arising out of construction, maintenance or repair of said easement.

For the considerations and purposes set forth herein, I hereby set my hand and seal this the 5th day of December, 2023.

Renters:

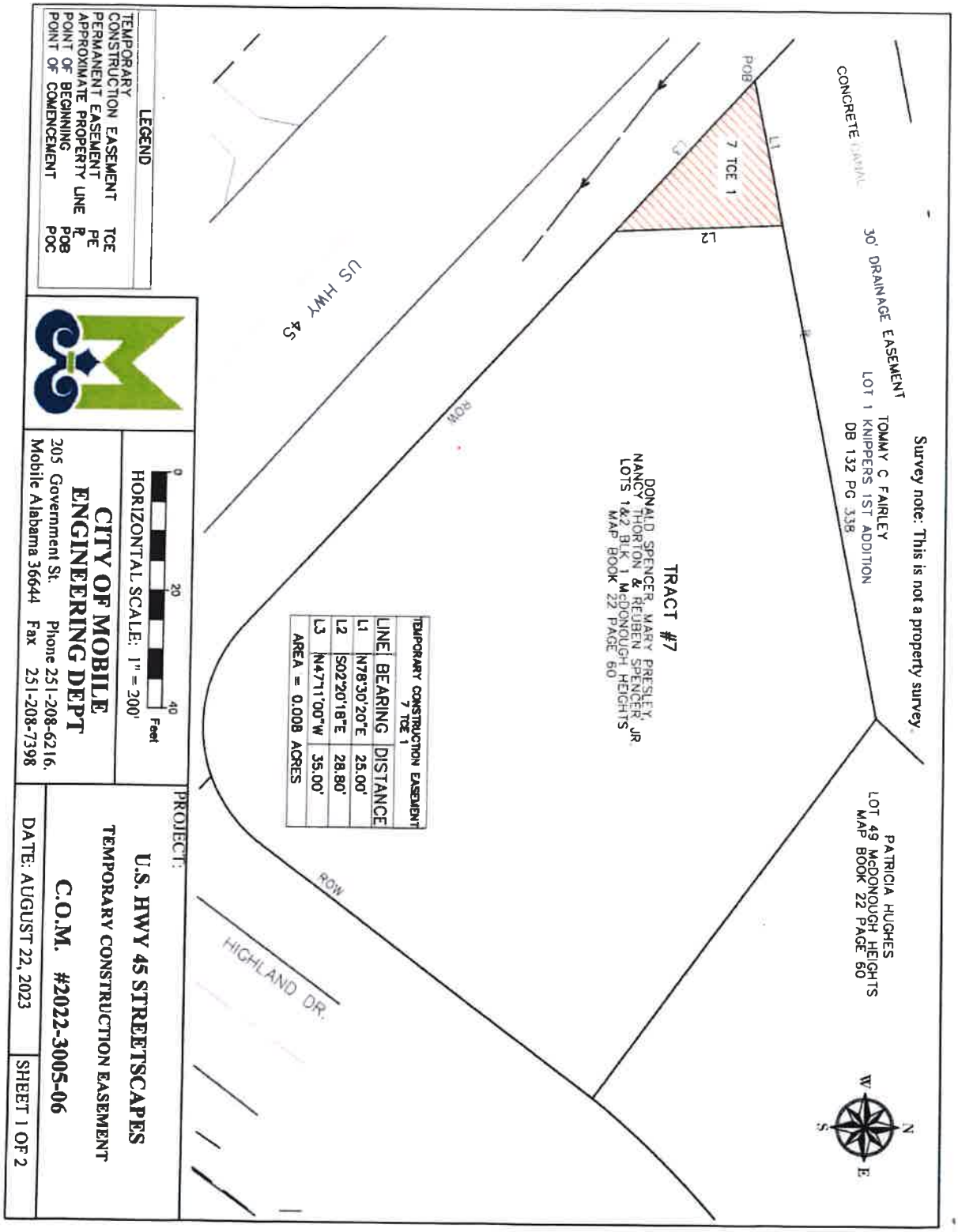
Christopher Clark

Ambria J. Terrell

Witnessed By:

Print: Jaclyn Benedict

EXHIBIT "A"


Survey note: This is not a property survey.
30' DRAINAGE EASEMENT
TOMMY C FAIRLEY
LOT 1 KNIPPERS 1ST ADDITION
DB 132 PG 338
CONCRETE
POB
L1
7 TCE 1
L2
TRACT #7
DONALD SPENCER, MARY PRESLEY,
NANCY THORTON & REUBEN SPENCER JR
LOTS 1&2 BLK 1 McDONOUGH HEIGHTS
MAP BOOK 22 PAGE 60
US HWY 45
ROW
PATRICIA HUGHES
LOT 49 McDONOUGH HEIGHTS
MAP BOOK 22 PAGE 60
TEMPORARY CONSTRUCTION EASEMENT
7 TCE 1
LINE BEARING DISTANCE
L1 N78°30'20"E 25.00'
L2 S02°20'18"E 28.80'
L3 N47°11'00"W 35.00'
AREA = 0.008 ACRES
ROW
HIGHLAND DR.
N
S
W
E
LEGEND
TEMPORARY CONSTRUCTION EASEMENT TCE
PERMANENT EASEMENT PE
APPROXIMATE PROPERTY LINE R
POINT OF BEGINNING POB
POINT OF COMENCEMENT POC
0 20 40 Feet
HORIZONTAL SCALE: 1" = 200'
CITY OF MOBILE
ENGINEERING DEPT
205 Government St. Phone 251-208-6216.
Mobile Alabama 36644 Fax 251-208-7398
PROJECT:
U.S. HWY 45 STREETSCAPES
TEMPORARY CONSTRUCTION EASEMENT
C.O.M. #2022-3005-06
DATE: AUGUST 22, 2023
SHEET 1 OF 2

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Alexcia Jackson

Amount of Contract:

n/a

Effective Date of Contract:

12/19/2023

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Jackson

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Settlement Agreement and Release of Claims - Jackson	Resolution Letter	11/28/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	11/28/2023 - 11:05 AM
			11/28/2023 -

Legal	Kern, Chris	Approved	11:08 AM
Mayors Office	Montgomery, Brandi	Approved	11/30/2023 - 2:16 PM

RESOLUTION

Sponsored by: Mayor Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized and directed to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Alexcia Jackson, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

\\Citylawsrv\cycom\WPDocs\D027\P005\00121603.docx

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	12/7/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/7/2023 - 12:19 PM

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed amendment to the Zoning Ordinance is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed amendment.

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 2201, 2223, and 2260 Halls Mill Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted December 12, 2023, a public hearing will be held on the 9th day of January, 2024, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 2202, 2223, and 2260 Halls Mill Road from R-1, Single-Family Residential Suburban District, and B-3, Community Business Suburban District, to 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:

BEG AT THE PRESENT LOCATION OF THE SW COR OF HALL'S MILL RD (OLD HWY 90) & PLEASANT VALLEY RD RUN WLY ALG THE S/L OF PLEASANT VALLEY RD RUN WLY ALG THE S/L OF PLEASANT VALLEY RD 581.54 FT TO A PT WHICH PT IS THE NE COR OF LOT 29 OF FAIRMONT SUBDIV MBK 5 P 223 TH RUN S 01 DEG 12 MIN E A DIS OF 217.75 FT TO A PT TH RUN SELY 250 FT TO A PT ON THE NW LINE OF SD HALL'S MILL RD WHICH PT IS 570 FT DIS FROM POB RUN N NELY ALG THE NW LINE OF SD HALL'S MILL RD 570 FT TO POB #SEC 51 T4S R1W #MP29 09 51 0 0

AND

BEG AT THE PRESENT LOCATION OF THE SW COR OF HALL'S MILL RD (OLD HWY 90) & PLEASANT VALLEY RD RUN WLY ALG THE S/L OF PLEASANT VALLEY RD RUN WLY ALG THE S/L OF PLEASANT VALLEY RD 581.54 FT TO A PT WHICH PT IS THE NE COR OF LOT 29 OF FAIRMONT SUBDIV MBK 5 P 223 TH RUN S 01 DEG 12 MIN E A DIS OF 217.75 FT TO A PT TH RUN SELY 250 FT TO A PT ON THE NW LINE OF SD

HALL'S MILL RD WHICH PT IS 570 FT DIS FROM POB RUN N NELY ALG THE NW LINE OF SD HALL'S MILL RD 570 FT TO POB #SEC 51 T4S R1W #MP29 09 51 0 0

AND

CROSS-POND S/D MBK 72/64 LESS & EXCEPT COMG ON E R/W OF ICG RR AROUND INT OF EXT OF N/L LOT 1 BLK 1 KARAGANS SUB MBK 8 P 201 RUN TH NLY ON R/W 945 FT (S) TH E 543 FT(S) TO ESLAVA CRK TH S ALG CRK 1060 FT(S) TH NWLY TO POB #SEC 51 T4S R1W #MP29 09 51 0 008

AND

THAT PT OF CROSS-POND S/D MBK 72/64 DESC AS FOLL: COMG ON E R/W OF ICG RR LOT 1 BLK 1 KARAGANS SUB MBK 8 P 201 RUN TH NLY ON R/W 945 FT(S) TH E 543 FT (S) TO ESLAVA CRK TH S ALG CRK 1060 FT(S) TH NWLY TO POB #SEC 51 T4S R1W #MP29 09 51 0 008

AND

THAT PORTION OF LOT 2, CROSS POND SUBDIVISION, FIRST ADDITION, AS RECORDED IN MAP BOOK 78, PAGE 26, MOBILE COUNTY PROBATE COURT RECORDS LYING NORTH OF THE EASTWARD PROJECTION OF THE NORTHERN BOUNDARY OF BLOCK 1 OF KARAGAN SUBDIVISION AS RECORDED IN MAP BOOK 8, PAGE 201, MOBILE COUNTY PROBATE RECORDS, WHICH PROJECTED LINE RUNS FROM THE NORTHEAST CORNER OF LOT 1, BLOCK 1, OF SAID KARAGAN SUBDIVISION, SOUTH 73 DEGREES 25 MINUTES EAST FOR APPROXIMATELY 50.56 FEET.

The classification of said property is hereby changed from R-1, Single-Family Residential Suburban District and B-3, Community Business Suburban District, to 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 a 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 a B-5, Office Distribution District until all of the conditions set forth below have been complied with: 1. No access to Karagan Drive;
2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 9th day of January, 2024, 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 20th day of December, 2023 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **2201, 2223, & 2260 Halls Mill Road.**

The proposed amendment to the Unified Development Code changes the classification of the subject property from **R-1, Single-Family Residential Suburban District and B-3, Community Business Suburban District, to 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 **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 **B-5** districts until the following conditions have been complied with: **1. No access to Karagan Drive; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.**

This proposed amendment to the Unified Development Code shall be in full force and effect from after its publication and adoption by the Mobile City Council.

AN ORDINANCE 2023

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

BEG AT THE PRESENT LOCATION OF THE SW COR OF HALL'S MILL RD (OLD HWY 90) & PLEASANT VALLEY RD RUN WLY ALG THE S/L OF PLEASANT VALLEY RD RUN WLY ALG THE S/L OF PLEASANT VALLEY RD 581.54 FT TO A PT WHICH PT IS THE NE COR OF LOT 29 OF FAIRMONT SUBDIV MBK 5 P 223 TH RUN S 01 DEG 12 MIN E A DIS OF 217.75 FT TO A PT TH RUN SELY 250 FT TO A PT ON THE NW LINE OF SD HALL'S MILL RD WHICH PT IS 570 FT DIS FROM POB RUN N NELY ALG THE NW LINE OF SD HALL'S MILL RD 570 FT TO POB #SEC 51 T4S R1W #MP29 09 51 0 0

AND

BEG AT THE PRESENT LOCATION OF THE SW COR OF HALL'S MILL RD (OLD HWY 90) & PLEASANT VALLEY RD RUN WLY ALG THE S/L OF PLEASANT VALLEY RD RUN WLY ALG THE S/L OF PLEASANT VALLEY RD 581.54 FT TO A PT WHICH PT IS THE NE COR OF LOT 29 OF FAIRMONT SUBDIV MBK 5 P 223 TH RUN S 01 DEG 12 MIN E A DIS OF 217.75 FT TO A PT TH RUN SELY 250 FT TO A PT ON THE NW LINE OF SD HALL'S MILL RD WHICH PT IS 570 FT DIS FROM POB RUN N NELY ALG THE NW LINE OF SD HALL'S MILL RD 570 FT TO POB #SEC 51 T4S R1W #MP29 09 51 0 0

AND

CROSS-POND S/D MBK 72/64 LESS & EXCEPT COMG ON E R/W OF ICG RR AROUND INT OF EXT OF N/L LOT 1 BLK 1 KARAGANS SUB MBK 8 P 201 RUN TH NLY ON R/W 945 FT (S) TH E 543 FT(S) TO ESLAVA CRK TH S ALG CRK 1060 FT(S) TH NWLY TO POB #SEC 51 T4S R1W #MP29 09 51 0 008

AND

THAT PT OF CROSS-POND S/D MBK 72/64 DESC AS FOLL: COMG ON E R/W OF ICG RR LOT 1 BLK 1 KARAGANS SUB MBK 8 P 201 RUN TH NLY ON R/W 945 FT(S) TH E 543 FT (S) TO ESLAVA CRK TH S ALG CRK 1060 FT(S) TH NWLY TO POB #SEC 51 T4S R1W #MP29 09 51 0 008

AND

THAT PORTION OF LOT 2, CROSS POND SUBDIVISION, FIRST ADDITION, AS RECORDED IN MAP BOOK 78, PAGE 26, MOBILE COUNTY PROBATE COURT RECORDS LYING NORTH OF THE EASTWARD PROJECTION OF THE NORTHERN BOUNDARY OF BLOCK 1 OF KARAGAN SUBDIVISION AS RECORDED IN MAP BOOK 8, PAGE 201, MOBILE COUNTY PROBATE RECORDS, WHICH PROJECTED LINE RUNS FROM THE NORTHEAST CORNER OF LOT 1, BLOCK 1, OF SAID KARAGAN SUBDIVISION, SOUTH 73 DEGREES 25 MINUTES EAST FOR APPROXIMATELY 50.56 FEET.

The classification of said property is hereby changed from **R-1, Single-Family Residential Suburban District and B-3, Community Business Suburban District, to 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 a **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 a **B-5, Office Distribution District** until all of the conditions set forth below have been complied with: **1. No access to Karagan Drive; 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

Legendary Investment Ventures/Dismuke Transport, LLC (J. Casey Pipes, Helmsing Leach, P.C., Agent)
2201, 2223, & 2260 Halls Mill Road
Council District 3 C. J. Small

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

December 7, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on November 16, 2023 considered the request of **Legendary Investment Ventures/Dismuke Transport, LLC (J. Casey Pipes, Helmsing Leach, P.C., Agent)** for a change in zoning from **R-1, Single-Family Residential Suburban District and B-3, Community Business Suburban District, to B-5, Office Distribution District** for the property located at **2201, 2223, & 2260 Halls Mill Road.**

After discussion it was decided to recommend approval of the rezoning request to the City Council.

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

November 20, 2023

J. Casey Pipes
Helmsing Leach, P.C.
150 Government Street
Suite 2000
Mobile, Alabama 36602

Re: 2201, 2223,0& 2260 Halls Mill Road
ZON-UDC-002697-2023
Legendary Investment Ventures / Dismuke Transport, LLC
(J. Casey Pipes, Helmsing Leach, P.C., Agent)
District 3
Rezoning from Single-Family Residential Suburban District (R-1) and Community Business Suburban District (B-3), to Office Distribution District (B-5).

Dear Applicant(s)/ Property Owner (s):

At its meeting on November 16, 2023, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined that the following criteria prevail to support the rezoning request:

A) Compatibility. The proposed amendment is compatible with:
   - The current development trends, if any, in the vicinity of the subject property;
   - Surrounding land uses;
   - Would not adversely impact neighboring properties; or
   - Cause a loss in property values.

B) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,

C) Change. Changed or changing conditions in the area make an amendment necessary and desirable.

D) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend Approval of the rezoning request to the City Council, subject to the following conditions:

1. No access to Karagan Drive;
2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and,
3. Full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is $464.36. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas
Margaret Pappas
Deputy Director of Planning and Zoning

The Re-Subdivision of Lot 2, Cross Pond Subdivision, First Addition, as recorded in Map Book 78, Page 26, Mobile County Probate Court Records will create two parcels:

Parcel A:

That portion of Lot 2, Cross Pond Subdivision, First Addition, as recorded in Map Book 78, Page 26, Mobile County Probate Court Records lying North of the eastward projection of the northern boundary of Block 1 of Karagan Subdivision as recorded in Map Book 8, Page 201, Mobile County Probate Records, which projected line runs from the Northeast corner of Lot 1, Block 1, of said Karagan Subdivision, South 73 Degrees 25 Minutes East for approximately 50.56 feet.

Parcel B:

That portion of Lot 2, Cross Pond Subdivision, First Addition, as recorded in Map Book 78, Page 26, Mobile County Probate Court Records lying South of the eastward projection of the northern boundary of Block 1 of Karagan Subdivision as recorded in Map Book 8, Page 201, Mobile County Probate Records, which projected line runs from the Northeast corner of Lot 1, Block 1, of said Karagan Subdivision, South 73 Degrees 25 Minutes East for approximately 50.56 feet.

Currently the land in Parcel A is zoned B-3, and the land in Parcel B is zoned R-1. The request is to rezone Parcel A to B-5, and to leave Parcel B as R-1. The subdivision would eliminate the split zoning.

LEGAL DESCRIPTIONS REVISED

Parcel No. 1: 2260 Halls Mill Road

Parcel Key: 00896267

Parcel ID: R022909510008033.000

BEG AT THE PRESENT LOCATION OF THE SW COR OF HALL'S MILL RD (OLD HWY 90) & PLEASANT VALLEY RD RUN WLY ALG THE S/L OF PLEASANT VALLEY RD RUN WLY ALG THE S/L OF PLEASANT VALLEY RD 581.54 FT TO A PT WHICH PT IS THE NE COR OF LOT 29 OF FAIRMONT SUBDIV MBK 5 P 223 TH RUN S 01 DEG 12 MIN E A DIS OF 217.75 FT TO A PT TH RUN SELY 250 FT TO A PT ON THE NW LINE OF SD HALL'S MILL RD WHICH PT IS 570 FT DIS FROM POB RUN N NELY ALG THE NW LINE OF SD HALL'S MILL RD 570 FT TO POB #SEC 51 T4S R1W #MP29 09 51 0 0

- Parcel 1 was created prior to March 8, 1962, as evidenced by a submitted deed with a date preceding this date.
    - Deed Book 648; pgs 209-217 (Lease and Mortgage dated September 30, 1955)
    - Deed Book 676; pg 538 (Deed dated April 12, 1956)

Parcel No. 2: 2223 Halls Mill Road

Parcel No. 2 is part of the Cross Pond Subdivision, Map Book 72, Page. 64, as recorded on December 3, 1996.

Parcel Key: 00896249

Parcel ID: R022909510008031.000

BEG AT THE PRESENT LOCATION OF THE SW COR OF HALL'S MILL RD (OLD HWY 90) & PLEASANT VALLEY RD RUN WLY ALG THE S/L OF PLEASANT VALLEY RD RUN WLY ALG THE S/L OF PLEASANT VALLEY RD 581.54 FT TO A PT WHICH PT IS THE NE COR OF LOT 29 OF FAIRMONT SUBDIV MBK 5 P 223 TH RUN S 01 DEG 12 MIN E A DIS OF 217.75 FT TO A PT TH RUN SELY 250 FT TO A PT ON THE NW LINE OF SD HALL'S MILL RD WHICH PT IS 570 FT DIS FROM POB RUN N NELY ALG THE NW LINE OF SD HALL'S MILL RD 570 FT TO POB #SEC 51 T4S R1W #MP29 09 51 0 0

Parcel No. 3: 2201 Halls Mill Road

Parcel No. 3 is part of the Cross Pond Subdivision, Map Book 72, Page. 64, as recorded on December 3, 1996.

Parcel Key: 01677411
Parcel ID: R022909510008001.000

CROSS-POND S/D MBK 72/64 LESS & EXCEPT COMG ON E R/W OF ICG RR AROUND INT OF EXT OF N/L LOT 1 BLK 1 KARAGANS SUB MBK 8 P 201 RUN TH NLY ON R/W 945 FT (S) TH E 543 FT(S) TO ESLAVA CRK TH S ALG CRK 1060 FT(S) TH NWLY TO POB #SEC 51 T4S R1W #MP29 09 51 0 008

Parcel No. 4

Parcel No. 4 is part of the Cross Pond Subdivision, Map Book 72, Page. 64, as recorded on December 3, 1996.

Parcel Key: 01508363
Parcel ID: R022909510008003.000

THAT PT OF CROSS-POND S/D MBK 72/64 DESC AS FOLL: COMG ON E R/W OF ICG RR LOT 1 BLK 1 KARAGANS SUB MBK 8 P 201 RUN TH NLY ON R/W 945 FT(S) TH E 543 FT (S) TO ESLAVA CRK TH S ALG CRK 1060 FT(S) TH NWLY TO POB #SEC 51 T4S R1W #MP29 09 51 0 008

Parcel No. 5

Parcel No. Parcel No. 5 is Lot 2 of the First Addition to the Cross Pond Subdivision, Map Book 78, Page. 26, as recorded on April 29, 1998.

Parcel Key: 02857698
Parcel ID: R022909510008026.001

LOT 2 CROSS POND SUBD 1ST ADD MBK 78 PG 26 #SEC 51 T4S R1W #MP29 09 51 0 008

For additional legal – see Alta Survey, attached.

MOBILE CITY PLANNING COMMISSION
October 20, 2023
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: 2201, 2223, & 2260 Halls Mill Road
ZON-UDC-002697-2023
Legendary Investment Ventures / Dismuke Transport, LLC (J. Casey Pipes, Helmsing Leach, P.C., Agent)
District 3
Rezoning from Single-Family Residential Suburban District (R-1) and Community Business Suburban District (B-3), to Office Distribution District (B-5).

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, November 16, 2023, at 2:00 p.m. to consider your above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

The proposed application is Rezoning from Single-Family Residential Suburban District (R-1) and Community Business Suburban District (B-3), to Office Distribution District (B-5); however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

Your presence, or that of your agent, is required at this hearing. Failure to participate in the hearing may result in a denial of your request. Please be prepared to present your application to the Commission and respond to any questions they might have.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/. You may also submit comments by letter:

Planning & Zoning/City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, November 15, 2023, to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a Planner at (251) 208-5895.

MOBILE CITY PLANNING COMMISSION
October 20, 2023
PUBLIC HEARING NOTICE

Re: 2201, 2223, & 2260 Halls Mill Road
ZON-UDC-002697-2023
Legendary Investment Ventures / Dismuke Transport, LLC (J. Casey Pipes, Helmsing Leach, P.C., Agent)
District 3
Rezoning from Single-Family Residential Suburban District (R-1) and Community Business Suburban District (B-3), to Office Distribution District (B-5).

Dear Property Owner(s):

This letter is to advise property owners within 300 feet, as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, November 16, 2023, at 2:00 p.m., to consider the above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

The proposed application is Rezoning from Single-Family Residential Suburban District (R-1) and Community Business Suburban District (B-3), to Office Distribution District (B-5); however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

While your presence is not required, this notice is to advise you of the meeting so that you may participate and if you wish, present your views concerning this application to the Planning Commission.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/. You may also submit comments by letter:

Planning & Zoning/City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, November 15, 2023, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes. For additional information or assistance, please contact a Planner at (251) 208-5895.

ZON-UDC-002697-2023

City of Mobile · Planning & Zoning

Planning Commission Application

For hard copy submissions, SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **seven (7) paper copies of this application by NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

Conditional Use Permit $500
Conditional Use Permit for Above-Ground Oil Storage Tank* $1,500
Conditional Use Permit for Hazardous Substance Storage Tank* $1,500
Rezoning, Text Amendment, or Specific Area Plan $500
Planned Development $500
Planning Approval or Planned Unit Development $500

Notification fees: First Class Postage per property owner within 300', and each applicant/owner.

Additional fees: A legal advertisement fee will be required for each application, after consideration by the Planning Commission and prior to consideration by the City Council. If approved by the City Council, documentation must be recorded in Mobile County Probate Court at the expense of the applicant.

* For Above-Ground Oil Storage Tank or Hazardous Substance Storage Tank applications, please contact staff for additional information regarding fee, legal ad and notification requirements.

APPLICATION TYPE Please select the application type. Please complete the appropriate checklist (A, B, C, or D) for a full list of application requirements.

☐ **Conditional Use Permits** Checklist A

☒ **Rezoning, Text Amendment, or Specific Area Plan Amendments** Checklist B

☐ **Planned Development** Checklist C

☐ **Previously approved Planning Approvals or Planned Unit Development** Checklist D

Have you provided the required information on the corresponding checklist? ☐ Yes ☐ No

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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:	Legendary Investment Ventures/Dismuke Transport, LLC	J. Casey Pipes
Firm:		Helmsing Leach, P.C.
Phone:	229-347-7687	251-432-5521
Email:	adismuke@dismuketransportandrecovery.com	jcp@helmsinglaw.com
Address:		150 Government St., Ste 2000, Mobile, AL 36602

	Owner	Design Professional
Name:	R.M. Shackleford	
Firm:	Gulf Coast Truck & Equipment Co., Inc.	
Phone:	251-476-2744	
Email:		
Address:	2260 Halls Mill Road, Mobile, AL 36602	

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.

2260, 2201, 2223, (no address) and (no address) Halls Mill Road — Property Address

34.5 Acres — Property Area (acres or square feet)

Key No. 00896267; 01677411; 00896249; 02857698; 01508363 — Parcel Number(s) or Key Number(s)

B-3 — Present Zoning or Transect District

B-5 — 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

Keri Coumanis Digitally signed by Keri Coumanis Date: 2023.10.16 10:36:38 -05'00' — Applicant or Agent Signature (if applicable)

10/16/2023 — 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.

Keri Coumanis Digitally signed by Keri Coumanis Date: 2023.10.16 10:34:20 -05'00' — Applicant or Agent Signature

10/16/2023 — Date

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project: Dismuke Transport, LLC: Mobile Site

Address: 951 US Hwy. 82 W., Suite B Leesburg, GA 31763

Owner: Gulf Coast Truck and Equipment Co., Inc.

Address: 2260 Halls Mill Road Mobile, AL Zip Code: 36606

Phone: (251) 476-2744 Fax: _____ Email: _____

Authorized Agent: J. Casey Pipes

Address: 150 Government St., Ste 2000, Mobile, AL Zip Code: 36602

Phone: 251-432-5521 Fax: _____ Email: jcp@helmsinglaw.com

Contractor: N/A

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Civil Engineer: N/A

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Architect: N/A

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Submitted by:

Signature: _____ Print: J. Casey Pipes

Date: 10/15/2023 Affiliation to project/Organization: Agent

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

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A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

The Halls Mill Road corridor has been identified on the Future Land Use Map, an exhibit to the Map for Mobile, as a "Mixed Commercial Corridor." The applicant proposes to rezone the parcel from B-3 to B-5. B-5 zoning is not inconsistent with the Mixed Commercial Corridor according to the "Zoning District Correspondence Matrix."

The proposal aligns with a number of goals of the Map for Mobile. For more information, please see the Statement of Justification for Rezoning attached to this application.

Mixed Commercial Corridor	B-5
Future Land Use Map (FLUM) Designation	Requested Zoning

2. Was there a mistake or error in the original zoning map? ☒ Yes ☐ No

If yes, describe the error

The mistake or error concerns the parcel located at 2260 Halls Mill Road (Parcel No. 022909510008033), which is split-zoned. The northwestern corner of the lot is zoned R-1, while the remainder is zoned B-3. This split-zoned parcel is a manifest error in the zoning map. The current use of this portion of the property is not R-1. As such, the zoning map should be corrected to match the remainder of the parcel. Also, it appears the parcel has been in commercial use since at least 1955. Given the parcel's location, at the corner of Halls Mill Road and Pleasant Valley, it cannot support residential development.

3. Describe how this proposal promotes the community's health, safety, and welfare.

The proposed rezoning and future development of this site amounts to a significant economic investment in this neighborhood. This investment will provide stability to the built environment. Betterment is expected as well. If purchased, the new property owners intend to clean the site up. As a result, this proposal advances the general welfare of the community.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.

Halls Mill Road was traditionally dominated by small businesses and served as a locally owned commercial corridor. This corridor has more recently been experiencing increased small-scale industrialization and broader regional investment interest. There is a need within the City for commercial sites possessing the physical area to serve a regional market. This site provides an opportunity to meet that need; and, the rezoning request is in keeping with the changing conditions Halls Mill Road is experiencing. For additional information, please see the Statement of Justification for Rezoning.

B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.

This rezoning allows the current use on the property to continue. In addition, as discussed above, the Halls Mill Road corridor is transitioning from a declining, neighborhood-based commercial corridor to regionally-based small-scale industrial uses, warehousing and/or supply houses associated with other local industries. Rezoning this site aligns with this transition by allowing the uses on the property to continue, and supporting the addition of other uses, such as distribution and warehousing.

2. Describe the surrounding land uses.

The uses surround the site vary. There are a number of commercial, retail and local industries along Halls Mill Road. To the east, the site is bordered by Eslava Creek. Across the creek, further east, there are single-family residences and a multi-family development. To the south, the site is bordered by commercial, light industrial and residential development.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.

The site will continue to be used as it is today. Dismuke intends to use the current Gulf Coast Truck and Equipment offices to operate its auto hauling enterprise. Because of the similarity between the current use of the site and the proposed use of the site, no potential adverse impacts are foreseen.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.

The site is served by two driveways and local utilities. There is adequate infrastructure in place.

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

The proposed project, and rezoning, is directly related to the activities at the Port; specifically, the $60 million Roll On/Roll Off Automobile Terminal. Trucks, in close proximity, and designed to transport vehicles arriving at the Port's RO/RO terminal will be necessary to ensure future success of the Port's initiatives. The rezoning, by allowing trucks to continue to operate from this site, therefore, supports regional economic development efforts.

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

Corporate Letter of Authorization

I, R.M. SHACKEFORD, 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 Gulf Coast Truck & Equipment Company, a corporation for the property located within the city limits of Mobile, Alabama at 2260 Halls Mill Rd Mobile, AL 36606 AND 2223 HALLS MILL ROAD

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Casey Pipes	
Designee (1)	Designee (2)
jcp@helmsinglaw.com	
Email	Email
251-432-5521	
Phone Number	Phone Number
RM Shackelford	9-11-23
Signature of Company Owner	Date

NARRATIVE / STATEMENT OF JUSTIFICATION FOR REZONING

The site is currently the location of Gulf Coast Trucking where truck and trailer storage, warehousing, and trucking operations have been located for a number of years. The current owner desires to sell the property, and Legendary Investments d/b/a as Dismuke Transport, LLC currently has it under contract. The request is to rezone the parcels from B-3 to B-5 to essentially allow the current type of use to continue.

The rezoning request is necessary and justified by the fact that the table of uses under the new zoning code has changed from the old zoning code, and the rezoning is further necessary and justified by following conditions:

> **MANIFEST ERROR OR MISTAKE. Whether there was a mistake or error in the original zoning map;**
>
> **CHANGE IN CONDITIONS. Changed or changing conditions in a particular area, or in the planning region generally, make a change in the zoning designation of the property necessary and desirable; and,**
>
> **INCREASE IN NEED FOR SITES FOR BUSINESS OR INDUSTRY. Increased or increasing needs for business or industrial sites, in addition to sites that are available, make it necessary and desirable to rezone an area or to extend the boundaries of an existing district.**

Halls Mill Road was traditionally dominated by small businesses and served as a locally owned commercial corridor. It has more recently been experiencing increased small-scale industrialization and broader regional investment interest. As the City's population has shifted further West, the corridor's proximity to Highway 90, to Downtown Mobile, and to both interstates, makes it an attractive location for regionally-based distributors, supply houses, and industries. it's the current conditions actually align consistently with this area's older, and more traditional type of land use, when it was Highway 90 and a route for interstate commerce.

The need for more commercial sites with the physical area to serve a regional market is another grounds for this rezoning application. The proposed use of this site for trucking and storage of port-related goods is directly linked to the economic development activities at the Port of Mobile and the opening of the Roll On / Roll Off Terminal. Though the potential buyer's use is not materially different than the current owner's use, a rezoning is necessary in order to allow

the continued use of the property to expand and to provide for additional uses on the parcel, such as warehouses.

The general character of the proposed use is in alignment with the Map for Mobile. The Halls Mill Road corridor is identified on the Future Land Use Map, an exhibit to the Map for Mobile, as a "Mixed Commercial Corridor." According to the "Zoning District Correspondence Matrix" created by City staff, a B-5 zoning district is not inconsistent with the Mixed Commercial Corridor designation.

Further, the rezoning proposal aligns with the Map for Mobile Principles by providing an opportunity for "Strategic infill and redevelopment" on a large parcel in an under-utilized commercial area. Map for Mobile, pg. 7. The proposal also aligns with the Map for Mobile's built environment goals by supporting redevelopment of an existing site with existing infrastructure, thereby minimizing sprawl and creating a mixed use center in a developed area. Map for Mobile, pgs. 37 and 38. The proposal supports economic development by providing an opportunity for greater access to jobs and employment centers in an underserved areas. Map for Mobile, p. 41. The proposal, a significant investment along Halls Mill Road, supports current and future small businesses and entrepreneurs to locate in underserved areas. Map for Mobile, p. 61.

Finally, the proposed use of the site is nearly identical to the historical and current use of the site, as well as that of the adjacent property owners. Many years ago, the site was used by Brown's Velvet Ice Cream Co., a New Orleans-based dairy, and housed a cold storage warehouse and delivery trucks. Likewise, the adjacent properties currently experience daily truck traffic and provide space for overnight truck storage.

An error in the zoning map also requires a rezoning. The parcel located at 2260 Halls Mill Road (Parcel No. 022909510008033) is split-zoned. The northwestern corner of the lot is zoned R-1, while the remainder of the parcel is zoned B-3. This parcel should not have been split-zoned and this is a manifest error in the zoning map. The current use of this portion of the property is not R-1 and the zoning map should be corrected to match the remainder of the parcel. Given the parcel's location at the corner of Halls Mill Road and Pleasant Valley, it cannot support residential development.

LEGAL DESCRIPTIONS

Parcel No. 1: 2260 Halls Mill Road

Parcel Key: 00896267

Parcel ID: R022909510008033.000

BEG AT THE PRESENT LOCATION OF THE SW COR OF HALL'S MILL RD (OLD HWY 90) & PLEASANT VALLEY RD RUN WLY ALG THE S/L OF PLEASANT VALLEY RD RUN WLY ALG THE S/L OF PLEASANT VALLEY RD 581.54 FT TO A PT WHICH PT IS THE NE COR OF LOT 29 OF FAIRMONT SUBDIV MBK 5 P 223 TH RUN S 01 DEG 12 MIN E A DIS OF 217.75 FT TO A PT TH RUN SELY 250 FT TO A PT ON THE NW LINE OF SD HALL'S MILL RD WHICH PT IS 570 FT DIS FROM POB RUN N NELY ALG THE NW LINE OF SD HALL'S MILL RD 570 FT TO POB #SEC 51 T4S R1W #MP29 09 51 0 0

Parcel No. 2: 2223 Halls Mill Road

Parcel Key: 00896249

Parcel ID: R022909510008031.000

BEG AT THE PRESENT LOCATION OF THE SW COR OF HALL'S MILL RD (OLD HWY 90) & PLEASANT VALLEY RD RUN WLY ALG THE S/L OF PLEASANT VALLEY RD RUN WLY ALG THE S/L OF PLEASANT VALLEY RD 581.54 FT TO A PT WHICH PT IS THE NE COR OF LOT 29 OF FAIRMONT SUBDIV MBK 5 P 223 TH RUN S 01 DEG 12 MIN E A DIS OF 217.75 FT TO A PT TH RUN SELY 250 FT TO A PT ON THE NW LINE OF SD HALL'S MILL RD WHICH PT IS 570 FT DIS FROM POB RUN N NELY ALG THE NW LINE OF SD HALL'S MILL RD 570 FT TO POB #SEC 51 T4S R1W #MP29 09 51 0 0

Parcel No. 3: 2201 Halls Mill Road

Parcel Key: 01677411
Parcel ID: R022909510008001.000

CROSS-POND S/D MBK 72/64 LESS & EXCEPT COMG ON E R/W OF ICG RR AROUND INT OF EXT OF N/L LOT 1 BLK 1 KARAGANS SUB MBK 8 P 201 RUN TH NLY ON R/W 945 FT (S) TH E 543 FT(S) TO ESLAVA CRK TH S ALG CRK 1060 FT(S) TH NWLY TO POB #SEC 51 T4S R1W #MP29 09 51 0 008

Parcel No. 4

Parcel Key: 01508363

Parcel ID: R022909510008003.000

THAT PT OF CROSS-POND S/D MBK 72/64 DESC AS FOLL: COMG ON E R/W OF ICG RR LOT 1 BLK 1 KARAGANS SUB MBK 8 P 201 RUN TH NLY ON R/W 945 FT(S) TH E 543 FT (S) TO ESLAVA CRK TH S ALG CRK 1060 FT(S) TH NWLY TO POB #SEC 51 T4S R1W #MP29 09 51 0 008

Parcel No. 5

Parcel Key: 02857698
Parcel ID: R022909510008026.001

LOT 2 CROSS POND SUBD 1ST ADD MBK 78 PG 26 #SEC 51 T4S R1W #MP29 09 51 0 008

For additional legal – see Alta Survey, attached.

NEIGHBORHOOD MEETING DOCUMENTATION

The following are required for neighborhood meeting documentation. Please provide a statement for all items. Refer to Section 64-5-4 of the UDC for full requirements.

This section applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Please verify the following documentation is provided:

- ☑ Dated Photograph(s) of the posted sign(s)
- ☑ The verified address list of surrounding property owners who were notified
- ☐ A sign-in sheet documenting meeting attendance
- ☐ Written summary or minutes of the meeting
- ☐ Copies of any site plans, building elevations or other documents provided or referenced at the meeting

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?
   The meeting will be held on October 24 at 5:30 p.m. Following the meeting, this form and the information requested above will be submitted to the City of Mobile planning staff.

2. What information was presented at the meeting?
   A map of the properties and information about the uses allowed in B-5, as well as B-3, will be presented.

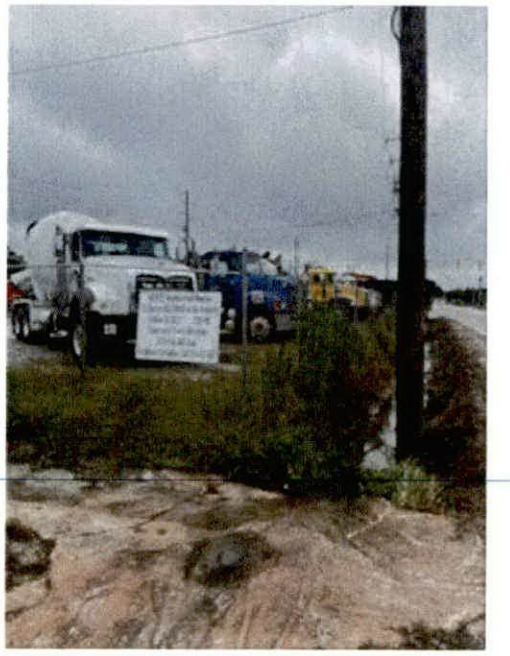
3. What concerns were raised during the meeting?

4. Were any modifications made or considered in response to the concerns raised at the meeting?

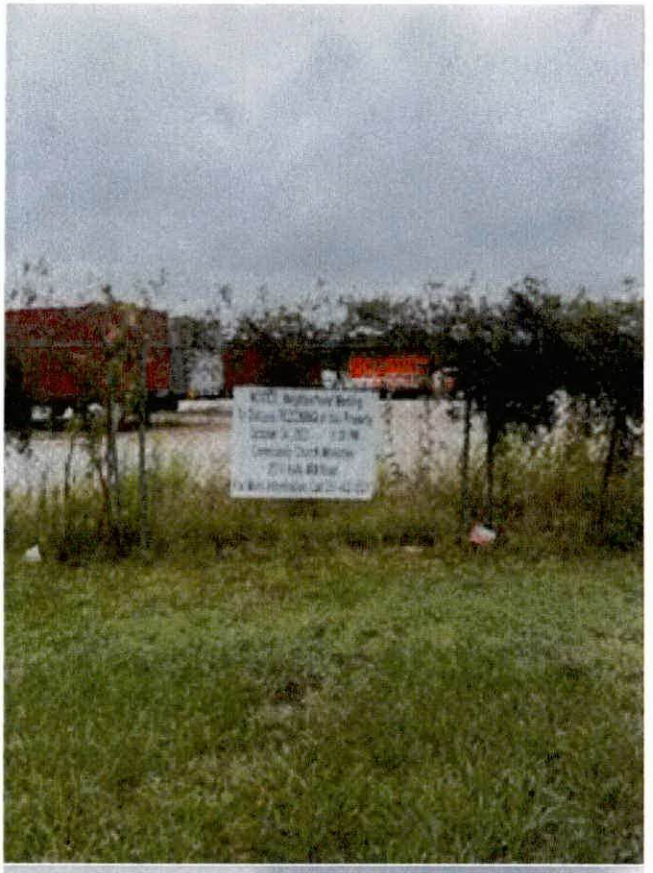
Notices Posted (7): Neighborhood Meeting
Posted on Thursday, October 12, 2023

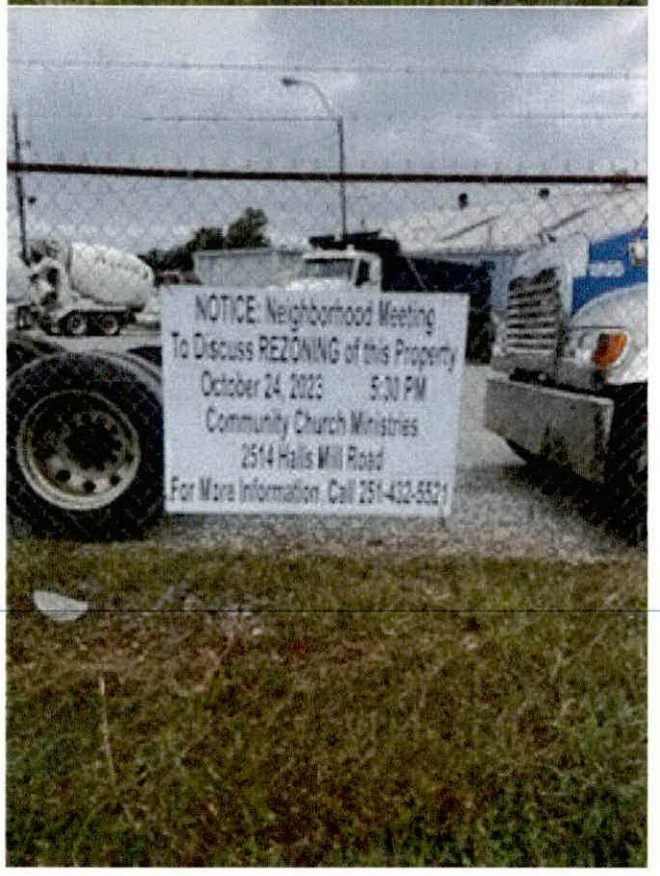
2201, 2223, 2260 Halls Mill Road





Notices Posted (7): Neighborhood Meeting
Posted on Thursday, October 12, 2023





Notices Posted (7): Neighborhood Meeting
Posted on Thursday, October 12, 2023



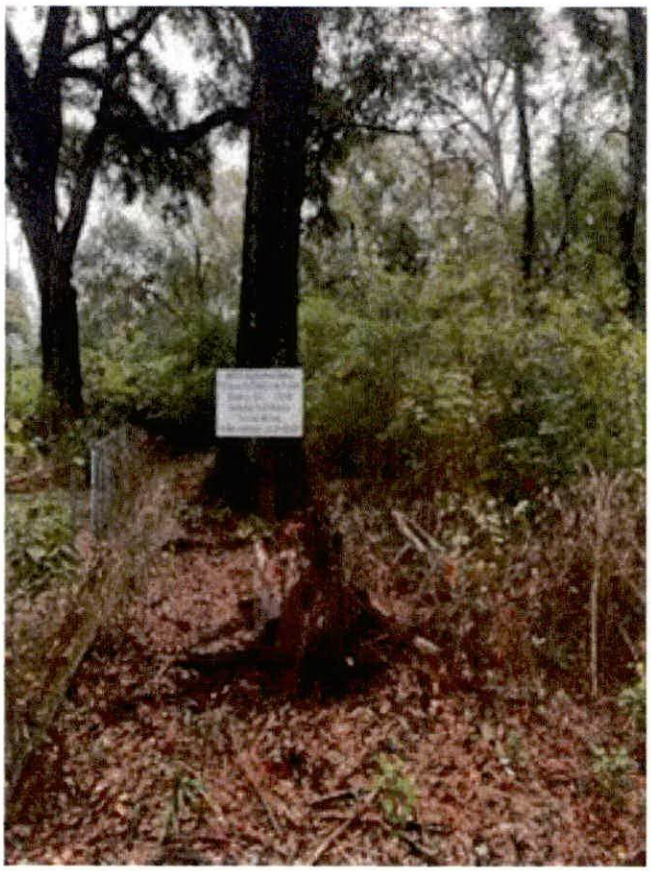
Notices Posted (7): Neighborhood Meeting
Posted on Thursday, October 12, 2023

Entrance to Parcel No: R022909510008026.001 (Halls Mill Road):



Notices Posted (7): Neighborhood Meeting
Posted on Thursday, October 12, 2023

Karagan Drive:



HELMSING LEACH
ATTORNEYS AT LAW

October 10, 2023

NEIGHBORHOOD MEETING NOTICE

Dear Property Owner:

We represent Dismuke Transport, LLC. Dismuke Transport is interested in purchasing the property located at 2201 and 2260 Halls Mill Road, and certain adjacent parcels. Please see the included map (next page).

This Property is currently owned by Gulf Coast Truck and Equipment Company, Inc. The Property is currently zoned B-3. Dismuke Transport is interested in rezoning the Property to B-5. This zoning change will allow Dismuke Transport to continue to use the Property as it is currently used and to add some additional uses, such as warehousing.

The Neighborhood Meeting will give us an opportunity to discuss the rezoning proposal with you in more detail.

You are invited to attend meeting on:

October 24, 2023
5:30 PM
Community Church Ministries
2514 Halls Mill Road
Mobile, AL 36606

The purpose of this meeting is to provide a forum for surrounding property owners to review the proposal and to identify issues so that they may be considered before the rezoning application is formally reviewed by the City Planning Commission. Please note this meeting will be an informational meeting on preliminary development plans. Plans may be altered.

We will attempt to answer questions which may be relevant to meeting development standards consistent with City of Mobile's Unified Development Code and the Map for Mobile.

At a later date, you will receive official notice from City concerning the Public Hearing. A Public Hearing is required to be held when any property is being rezoned. You may also participate in the Public Hearing by submitting written comments and/or

Phone 251-432-5521 | Fax 251-432-0633 | www.HelmsingLaw.com
Post Office Box 2767, Mobile, AL 36652 | 150 Government Street, Suite 2000, Mobile, AL 36602

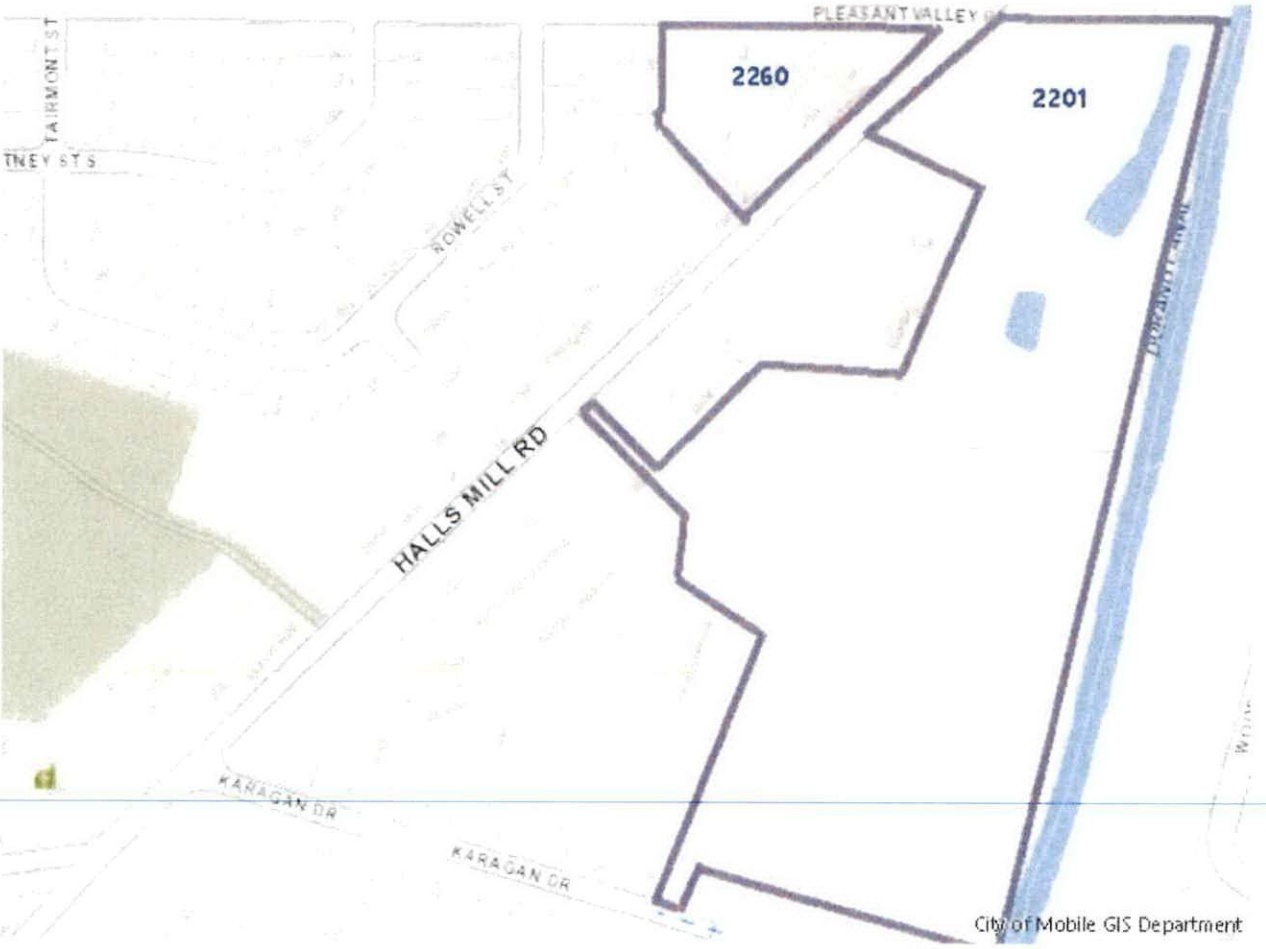
asking to be heard. This Neighborhood Meeting is not the same meeting as the Public Hearing.

We look forward to discussing the rezoning proposal with you.

Sincerely,

J. Casey Pipes
Keri Coumanis

Properties Proposed to be Rezoned from B-3 to B-5 are outlined in purple.



Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, AL 36606

Gulf Coast Truck & Equipment Co., Inc.
2260 Halls Mill Road
Mobile, AL 36606

The Shopping Center Group, LLC
P. O. Box 690651
Houston, TX 77269

Richard I. Johnson
73 Acacia Street
Mobile, AL 36607

Daniel Chachagua
6051 Jackson Andrew Place
Mobile, AL 36619

Richard H. Sutton
c/o Cosmes Casas LLC
20 S Catherine St
Mobile, AL 36604-1746

Land Investments
4272 Bit & Spur Rd., #4
Mobile, AL 36608

State of Alabama
50 N. Ripley Street
Montgomery, AL 36130

Ariadne Zitsos
2381 Repoll Road
Mobile, AL 36695

James P. Karagam
6412 Willow Brook Run E.
Mobile, AL 36608

Anne Moulyet
4371 Nelson Avenue
Sarasota, FL 34231

Daniel & Pamela Mollise
2866 Ramada Drive W.
Mobile, AL 36693

Phillip P. Karagan
23095 Perdido Beach Blvd.
Orange Beach, AL 36561

Howard B. Johnson
900 Stuart Drive W.
Mobile, AL 36605

Tasheka Scott
2450 N. Gulf Terra Dr.
Mobile, AL 36605

Emma M. Clark
2451 Karagan Drive
Mobile, AL 36606

David M. Tacon
415 Fairwood Blvd.
Fairhope, AL 36532

Farmers Market of Mobile
12570 Henderson Camp Rd.
Grand Bay, AL 36541

Timothy Lawrence & Dudley Davis
2308 Halls Mill Road
Mobile, AL 36606

Haroun & Lois Thabit
2454 Sayner Avenue
Mobile, AL 36605

McGuire Property Company, LLC
P. O. Box 6150
Mobile, AL 36660

James E. McGuire
P. O. Box 6150
Mobile, AL 36660

Gulf Coast Equipment Co.
c/o John R. Cross
P. O. Box 6267
Mobile, AL 36606

Shakora Mohamed
P. O. Box 160812
Mobile, AL 36616

JTS Capital Realty 3, LLC
c/o Glenn Nelson LLC
5751 Riverwood CV W
Theodore, AL 36582

Rose Mary Evans
2118 Highland Court
Mobile, AL 36605

Paul & Shirley Richardson
2120 Highland Court
Mobile, AL 36605

Stanley & Brenda Ross
4075 Lloyds Station Road
Mobile, AL 36693

Blue Spectrum, LLC
c/o CDM Business Consulting
2833 Gaslight Lane W.
Mobile, AL 36695

George & Barry Haiman
c/o Affordable Housing
P. O. Box 2659
Land O Lakes, FL 34639

Eleanore Allision
P. O. Box 920
Point Clear, AL 36564

Marjorie T. Gaston et al
3773 Claridge Road N.
Mobile, AL 36608

James Evans
2439 N. Stuart Drive
Mobile, AL 36605

M & B Builders, LLC
P. O. Box 2947
Mobile, AL 36652

Joseph L. Jackson
902 Stuart Drive W.
Mobile, AL 36605

Joe & Timara Geil
3808 St. Andrews Loop E.
Mobile, AL 36693

Johnny & Margaret Evans
901 Gulf Terra Drive E.
Mobile, AL 36605

Julius & Yolanda Avery
2451 Gulf Terra Drive N.
Mobile, AL 36605

Joseph Philon
2452 Gulf Terra Drive N.
Mobile, AL 36605

Frederick H. Carley, Sr.
2648 Edgewater Drive
Niceville, FL 32578

Sally F. Brown
P. O. Box 66423
Mobile, AL 36606

Nsengiynuva Janvier &
Nyirandikumana Kabanza
2463 Karagan Drive
Mobile, AL 36605

M & A Rentals, LLC
4062 Gillnet Lane
Milton, FL 32583

Kenneth D. O'Bannon
10650 Daisy Cv
Hampton, GA 30228

Patricia B. Poellnitz
2462 Karagan Drive
Mobile, AL 36606

McGuire Oil Co., Inc.
P. O. Box 6150
Mobile, AL 36660

International Brotherhood
2244 Halls Mill Road
Mobile, AL 36606

Baboo, LLC
651 Olive Avenue
Fairhope, AL 36532

N & D Properties, LLC
53 N. Ann Street
Mobile, AL 36604

JHR Real Estate, LLC &
Elizabeth A. Reilly
11401 Roosevelt Blvd.
Philadelphia, PA 19154

Big Charlies Produce, LLC
2243 Halls Mill Road
Mobile, AL 36606

GERALD D & MARY JANE BYRD
3704 Old Shell Road
Mobile, AL 36608-1309

Patsy K. Wallace
902 Rowell Street
Mobile, AL 36606

Betty Jo Fain
904 Rowell Street
Mobile, AL 36606

Theopolis & Patricia Ann Jordan
5905 Queen Ann Ct.
Mobile, AL 36618-3015

Anlando McMillan
908 Rowell Street
Mobile, AL 36606

John C. Wacker, III
Phillip P. Karagan
23095 Perdido Beach Blvd.
Orange Beach, AL 36561

Nuris Naranjo-Silega
808 Hawkins Street
Mobile, AL 36606

Elizabeth McClain
814 Hawkins Street
Mobile, AL 36606

Thomas Grider & Erich Kline
816 Hawkins Street
Mobile, AL 36606

Dung Mai & Nguyen Nhut
820 Hawkins Street
Mobile, AL 36606

John E & Robin Loper
823 Rowell Street
Mobile, AL 36606

Pamela Pittman & Carol Pownall
2305 East Road
Mobile, AL 36693

Joseph J. Easley
911 Rowell Street
Mobile, AL 36606-2130

George & Barbara Simon
809 Rowell Street
Mobile, AL 36606

Herman L. Johnson Sr.
907 Rowell Street
Mobile, AL 36606

Frederick & Idella Brackett
905 Rowell Street
Mobile, AL 36606-2130

Franklin A. Callahan
324 6th Street
Chickasaw, AL 36611

Rose Melton
c/o Brian Melton
22 Rio Grande Forest Dr.
Little Rock, AR 72212-2318

SMP Properties
5570 Nevius Rd
Mobile, AL 36606

Rosa & Charles Covington
901 Rowell Street
Mobile, AL 36606

Mary & Clarence Ely
c/o Carolyn Sylvester
815 Hawkins Street
Mobile, AL 36606-4533

Helen R. Morrissette
2305 Pleasant Valley Rd.
Mobile, AL 36606-2137

Hope & David Slack
91 Acacia Street
Mobile, AL 36607-2610

Jerry & Cheryl Brooks
2302 Pleasant Valley Rd
Mobile, AL 36605

Johnnie & Doris Lash
820 Rowell Street
Mobile, AL 36606

Board of Water and Sewer Comm
Post Office Box 180249
Mobile, AL 36618

Turn Key Rental Properties
c/o Ryan David Green
32348 Jimmy Faulkner Dr
Spanish Fort, AL 36527-7646

Jerome & Rositta Agee
917 Rowell Street
Mobile, AL 36606

Tonya W. Stribling
4254 Birchwood Dr. E
Mobile, AL 36693

Golden Tiger LLC
6810 Rylee Road
Theodore, AL 36582

Gloria Jean Ross
835 Sasse St
Clarksdale, MS 38614-7122

Duncan E Parker
2458 N Gulf Terra Dr.
Mobile, AL 36605-2409

Magnolia Properties
3217 Washington Ave.
Pascagoula, MS 39581-2041

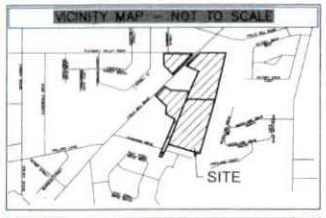
Cliffco, LLC
10304 Celeste Rd
Saraland, AL 36571-8770

Frances Sanders
2467 Karagan Drive
Mobile, AL 36606-4626

Casey Pipes
Post Office Box 2767
Mobile, AL 36652

Neighborhood Notice Mailing List page 3 of 3

VICINITY MAP – NOT TO SCALE



SCALE : 1" = 200'

ITEMS CORRESPONDING TO SCHEDULE B-II

(5) Right of way granted to Alabama Power Company by instrument(s) recorded in Real Property Book 3086, page 52. (Parcel 1)
ON PROPERTY – PLOTTABLE

Permit granted Alabama Power Company by instrument dated February 28, 1956 and recorded in Deed Book 660, page 61. (Parcel 1)
CANNOT DETERMINE LOCATION WITH DESCRIPTION PROVIDED

(6) Right of way granted to Alabama Power Company by instrument(s) recorded in Real Property Book 3086, page 54. (Parcels 3 and 2)
ON PROPERTY – PLOTTABLE

(7) Building setback line, easements, notes, dedications, reservations, and restrictions if any, as shown on plat of Grace-Pond Subdivision recorded in Map Book 72, Page 64. (Parcels 3 and 2)
ON PROPERTY – AS SHOWN

(8) Easement granted South Central Bell Telephone Company by Charles E. Egan, et ux, dated February 27, 1964 and recorded in Real Property Book 2580, Page 990. (Parcels 3 & 2)
CANNOT DETERMINE LOCATION WITH DESCRIPTION PROVIDED

(9) Easement granted the City of Mobile by Dugan Enterprises, an Alabama general partnership, dated March 1, 1984 and recorded in Real Property Book 2671, Page 147. (Parcels 3 & 2)
ON PROPERTY – AS SHOWN

(10) Reservations and privileges contained in deed from the Illinois Central Gulf Railroad Company to Dugan Enterprises, an Alabama general partnership, dated April 30, 1985 and recorded in Real Property Book 2987, Page 986. (Parcels 3 & 2)
CANNOT DETERMINE LOCATION WITH DESCRIPTION PROVIDED

MISCELLANEOUS NOTES

(1) The monuments referenced hereon (found or set) are in good condition and undisturbed (unless otherwise noted) at or near existing grade.

(2) The visible posted address of the subject property is 2260 Halls Mill Road, Mobile, AL.

(3) The subject property surveyed contains an area of 34.49 acres (1,502,437.18 square feet), more or less.

(4) There are 18 regular parking spaces and 0 handicapped parking spaces, for a total of 18 parking spaces located on the subject property.

(5) The location of the utilities shown hereon are from observed visible evidence of above ground appurtenances only. The surveyor was not provided with underground plans or surface ground markings to determine the location of subterranean uses.

(6) At the time of survey, there was no observable evidence of earth moving work, building construction or building additions.

(7) At the time of survey, there were no changes in street right of way lines or observable evidence of recent or sidewalk repairs.

(8) Bearings shown hereon are based on the west line of parcel 3's property line of the subject property. A bearing of N21°56'30"W was used.

(9) The traverse of the subject property has an unadjusted mathematical closure of 1:10,000 and meets the requirements for a Commercial/High Risk Linear Survey. The dimensions and results of the survey are based on a compass rule adjusted mathematically closed traverse.

(10) Subject property has direct access to Halls Mill Road, a public right of way.

(11) At the time of survey, there was no observable evidence of the site being used as a cemetery, grave site or burial ground.

(12) Some features shown on this plat may be shown out of scale for clarity. All dimensions shown are in feet and decimals thereof.

(13) The survey correctly shows the location of all buildings, structures and other above ground improvements situated on the subject premises and there are no visible potential encroachments on the subject property or upon adjacent land abutting said property except as shown hereon.

(14) The undersigned has received and examined a copy of Title Insurance Commitment No. 180187, dated November 15, 2022, issued by Fidelity National Title Insurance Company for the Property as well as a copy of each easement, covenant and restriction listed therein, and the location of any matter shown thereon, to the extent it can be located, has been plotted on the Survey or otherwise noted as to their location related to the subject property, and the property described hereon is the same as the property described in said Title Insurance Commitment.

(15) All set back, side yard and rear yard lines and requirements shown or set forth on all recorded plats and documents, and those set forth in applicable zoning ordinances, are plotted and noted hereon.

(16) All component parcels of the land shown on the survey are contiguous and there are no apparent gaps or gores between them.

FLOOD NOTE

By graphic plotting only, this property is in Zone(s) X-Unshaded, X-Shaded & AE of the Flood Insurance Rate Map, Community No. 015001 Map No. 01097C0061L which bears an effective date of June 5, 2020 and is partially in a Special Flood Hazard Area. As shown on the FEMA website (http://msc.fema.gov) by Smatts created on December 19, 2022 we have learned this community does currently participate in the program. No field surveying was performed to determine this zone; any flood lines plotted hereupon are subject to a map scale uncertainty based upon the Firmette used. A flood elevation certificate may be needed to verify this determination or apply for a variance from the federal emergency management agency.

ZONING INFORMATION

The subject property is zoned "B-3/R-1" - Community business and One-Family Residence of the Mobile County of Alabama

Front Setback
B-3: 25' Minimum, R-1: 25' Minimum
Side Setback
B-3: None, if Provided, 5' Minimum, R-1: 5' Minimum
(The sum of the widths of 2 side yards shall be at least 20')
Rear Setback
B-3: None; R-1: 8' Minimum
Minimum Lot Width
B-3: No Requirement Noted, R-1: No Requirement Noted
Minimum Lot Depth
B-3: No Requirement Noted, R-1: No Requirement Noted
Minimum Lot Area
B-3: No Minimum
R-1: 7,200 Sq. Ft. for a one family dwelling; 10,000 Sq. Ft. for any other permitted use
Maximum Building Height
B-3: 45', R-1: 35'
Maximum Lot Coverage
B-3: 50%, R-1: 35%
Floor Area Ratio
B-3: No Requirement Noted, R-1: No Requirement Noted
Minimum Parking: 1 Space Per 300 Sq. Ft. of GFA Within The Hank Aaron Loop 1 Space Per 600 Sq. Ft. of GFA

The zoning information shown above was provided by NV5 Transaction Services - Zoning Division in the Zoning Information Project for 2260 Halls Mill Road, Mobile, Alabama having a date of effect of December 19, 2022 pursuant to Item 6b of Table A. (Project number 7202202364.001)

SITE DATA

	SQUARE FOOT	ACERAGE
PARCEL 1	135,298.45	3.11±
PARCEL 2	53,454.03	1.23±
PARCEL 3	472,453.82	10.85±
PARCEL 4	622,371.09	14.28±
PARCEL 5	218,859.79	5.02±
TOTAL	1,502,437.18 SQ. FT.	34.49 ACRES±

PROJECT REVISION RECORD

DATE	DESCRIPTION	DATE	DESCRIPTION
01/18/2023	UPDATING RECORD DEED/TITLE		
FIELD WORK:	DRAFTED: AGL	CHECKED BY: TDF	FB & PG:

SIGNIFICANT OBSERVATIONS

A CONCRETE PLATFORM EXTENDS OVER PROPERTY LINE 8.5' AND 13.6'

B ASPHALT EXTENDS OVER PROPERTY BY 37.75'

LEGEND OF SYMBOLS & ABBREVIATIONS

CT = CRIMP TOP IRON FOUND
CR = 1/2" CAPPED REBAR IRON FOUND (BROWNAN LB#170)
RBF = 1/2" REBAR IRON FOUND
MN = MAGNETIC NAIL SET
CM = CONCRETE MONUMENT
RR = RAILROAD SPIKE
(R) = RECORD
(A) = ACTUAL
MBSL = MINIMUM BUILDING SETBACK LINE
POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
PP = POWER POLE
OHP = OVERHEAD POWERLINE
X = GUY WIRE
= FENCE LINE
WM = WATER METER
GV = U/G GAS UTILITY MARK
FH = FIRE HYDRANT
SN = SIGN
SMH = SANITARY SEWER MANHOLE
LAMP
UFO = U/G FIBER OPTIC UTILITY MARKER
TP = TELEPHONE PEDESTAL
TELEPHONE POLE
GRATED INLET
CLEAN OUT
LIGHT VAULT
STORM INLET BOX
SERVICE POLE
POWER METER
SATELLITE DISH
AIR CONDITIONER
= CONCRETE
= ASPHALT
= GRAVEL
= WATER

LEGAL

THIS SURVEY WAS PREPARED FOR THE PURPOSE OF THIS REAL ESTATE TRANSACTION ONLY AND NO FURTHER PARTIES OTHER THAN THOSE CERTIFIED ABOVE SHALL RELY ON IT FOR ANY OTHER PURPOSE OR TRANSACTION

RECORD DESCRIPTION

That real property situated in the County of Mobile, State of Alabama, described as follows, to-wit:

Parcel 1

Beginning at the present location of the Southwest corner of Halls Mill Road (Old U.S. Highway 90) and Pleasant Valley Road run Northwardly along the South line of Pleasant Valley Road 581.34 feet to a point, which point is the Northeast corner of Lot Number 29 of Fairmont Subdivision, according to plat thereof recorded in Map Book 5, pages 233-234 of the Probate Court Records of Mobile County, Alabama; run thence South 01 degrees, 12 minutes East a distance of 317.70 feet to a point; run thence Southeastwardly 250 feet to a point on the Northwest line of said Halls Mill Road, which point is 170 feet distance from the point of beginning; run thence Northeastwardly along the Northwest line of said Halls Mill Road 570 feet to the point of beginning. THIS PIECE with all and singular the rights, easements, appurtenances and privileges thereunto belonging.

Parcel 2

Commencing at the point where the East right of way line of Halls Mill Road, formerly US Highway 90, intersects the North line of Section 32, Township 4 South, Range 1 West, Mobile County, Alabama; run South 44 degrees, 57 minutes West and along the said East line of Halls Mill Road, 367.30 feet to the point of beginning; thence continue South 44 degrees, 57 minutes West and along the said East line of Halls Mill Road, 170 feet to a point; thence run South 60 degrees, 33 minutes East, 336.40 feet to a point on the East line of the former C. N. & O. Railroad right of way; thence run North 21 degrees, 48 minutes, 17 seconds East and along the said East right of way line of the C. N. & O. Railroad, 163.28 feet to a point; thence run North 71 degrees, 24 minutes West, 387.34 feet to the point of beginning.

Parcel 3

Beginning at a point where the North line of Section 32, Township 4 South, Range 1 West, Mobile County, Alabama, intersects the East right of way line of Halls Mill Road; run South 44 degrees, 57 minutes West along said East right of way line of Halls Mill Road 364.40 feet to a point marked by a railroad spike; thence run South 60 degrees, 43 minutes East 370.09 feet to a point on the Eastern right of way line of the old C. N. & O. Railroad right of way (now vacated); thence along said Eastern line of the old C. N. & O. Railroad right of way run South 23 degrees, 01 minutes West 581.83 feet to a point on the South line of property conveyed to Brown's Velvet Ice Cream Company by Mobile Cold Storage and Locker Plant, Inc. by instrument recorded in Deed Book 503, page 101 of the records in the Office of the Judge of Probate Court of Mobile County, Alabama; said point also being on the North line of property now or formerly of Robert Farnell; thence along said South line of property conveyed to Brown's Velvet Ice Cream Company and along the North line of property now or formerly of Robert Farnell run South 87 degrees, 14 minutes, 40 seconds East 530 feet, more or less, to the West bank of Eanna Creek; thence along the meanderings of said West bank of Eanna Creek run Northeastwardly 630 feet, more or less, to a point on the aforementioned North line of Section 32; thence along said North line of said Section 32 run South 88 degrees, 38 minutes, 41 seconds West 498 feet, more or less, to the point of beginning.

Parcel 4

Commencing at a point where the North line of Section 32, Township 4 South, Range 1 West, Mobile County, Alabama, intersects the East right of way line of Halls Mill Road; thence along said East right of way line of Halls Mill Road, run South 44 degrees 57 minutes 00 seconds West 340.40 feet to a point; thence run South 60 degrees 26 minutes 00 seconds East 337.60 feet to a point on the Eastern line of the old C. N. & O. Railroad right of way (now vacated); thence along said Eastern line of the Old C. N. & O. Railroad right of way, run South 23 degrees 01 minutes 00 seconds West 386.13 feet to the point of beginning of the property herein described; thence continuing South 23 degrees 01 minutes 00 seconds West along said Eastern line of the C. N. & O. Railroad right of way, run 195.70 feet to a point on the Northward projection of the North boundary line of Kerrigans Building Addition, as per plat recorded in Map Book 7, page 291 of the Probate Records of Mobile County, Alabama; thence run Eastwardly along said projection and the North boundary line of Kerrigans Subdivision, run South 73 degrees 01 minutes 00 seconds East 834 feet, more or less, to a point on the West bank of Eanna Creek; thence along the meanderings of said West bank of Eanna Creek, run Northwardly 1070 feet, more or less, to a point; thence run North 81 degrees 14 minutes 40 seconds West 533 feet, more or less, to the point of beginning.

Parcel 5

lot 2, Grace Pond Subdivision, First Addition, as recorded in Map Book 78, page 26 in the Office of the Judge of Probate of Mobile County, Alabama

THE LANDS SURVEYED SHOWN AND DESCRIBED HEREON ARE THE SAME LANDS AS DESCRIBED IN THE TITLE COMMITMENT PROVIDED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. 180187, DATED JANUARY 06, 2023.

ALTA/NSPS LAND TITLE SURVEY

Halls Mill
NV5 Project No. 202206420-001
2260 Halls Mill Rd, Mobile, AL

based upon Title Commitment No. 180187
of Fidelity National Title Insurance Company
bearing an effective date of January 06, 2023

Surveyor's Certification

TO: FIDELITY NATIONAL TITLE INSURANCE COMPANY; AND BOCK & CLARK CORPORATION, AN NV5 COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY 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, 6A, 6B, 7A, 7B1, 7C, 8, 9, 10, 13, 14, 16, 17, AND 18 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON DECEMBER 13, 2022.

J. BRETT DARNELL
REGISTRATION NO. 31836-S
IN THE STATE OF ALABAMA
DATE OF FIELD SURVEY: DECEMBER 20, 2022
DATE OF LAST REVISION: 01/18/2023
Network Project No. 202206420-001 BJK

POLY SURVEYING
CORPORATE OFFICE
FIELD DIVISION

Bock & Clark Corporation
an NV5 Company

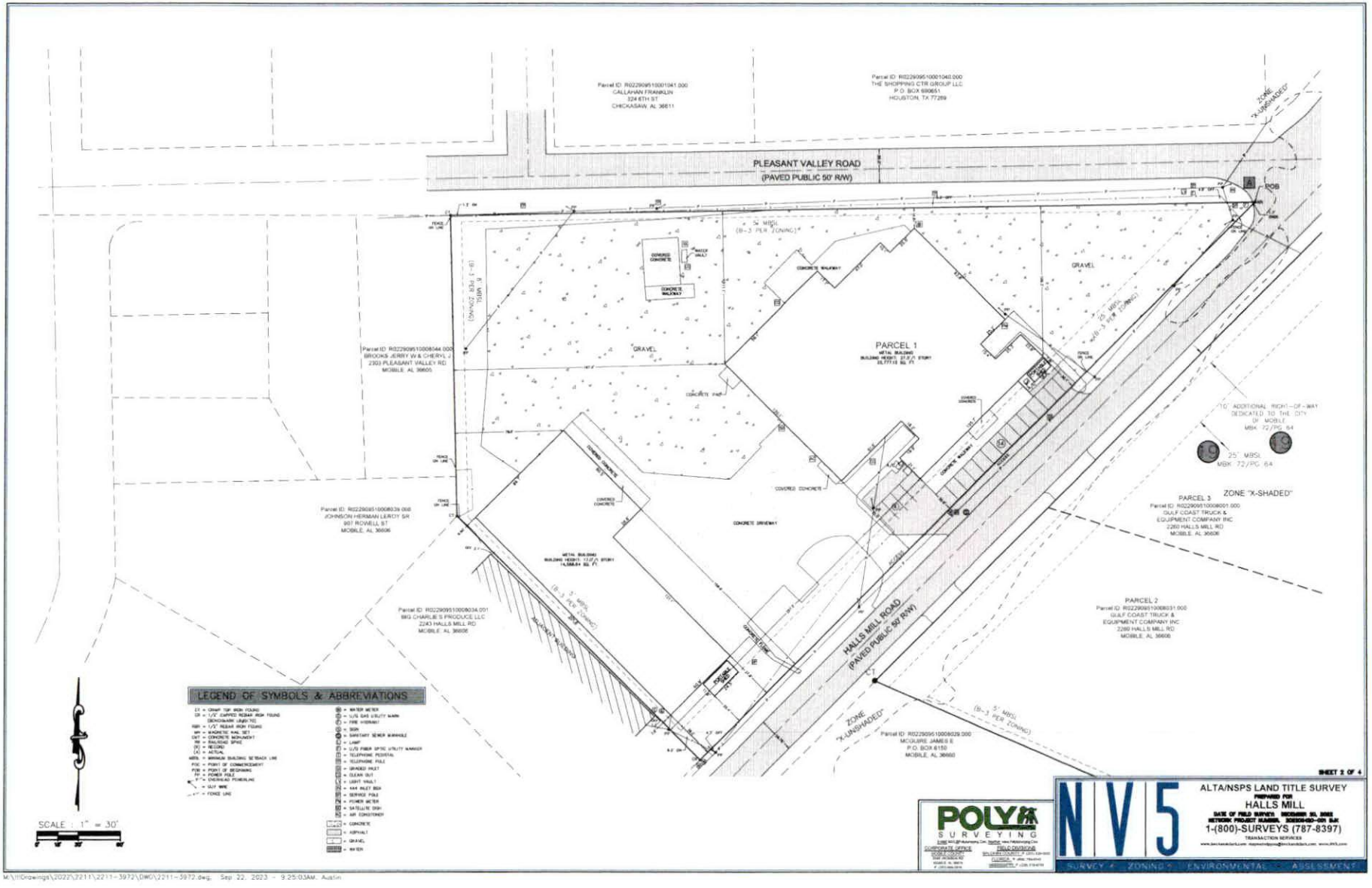
NV5

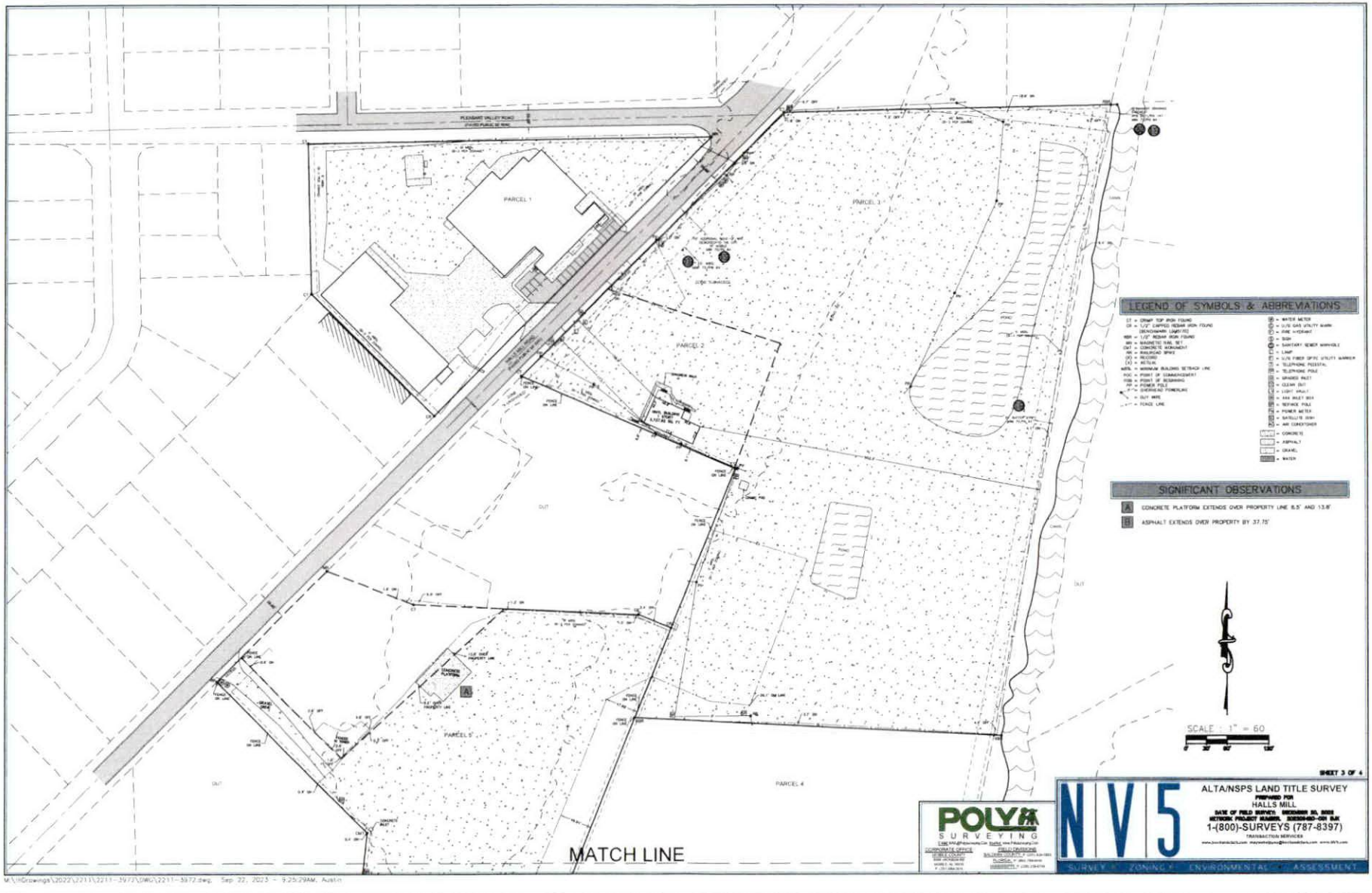
Transaction Services 1-800-SURVEYS (787-8397)
3550 W. Market Street, Suite 200, Akron, Ohio 44333
www.BockandClark.com maywehelpyou@bockandclark.com www.NV5.com

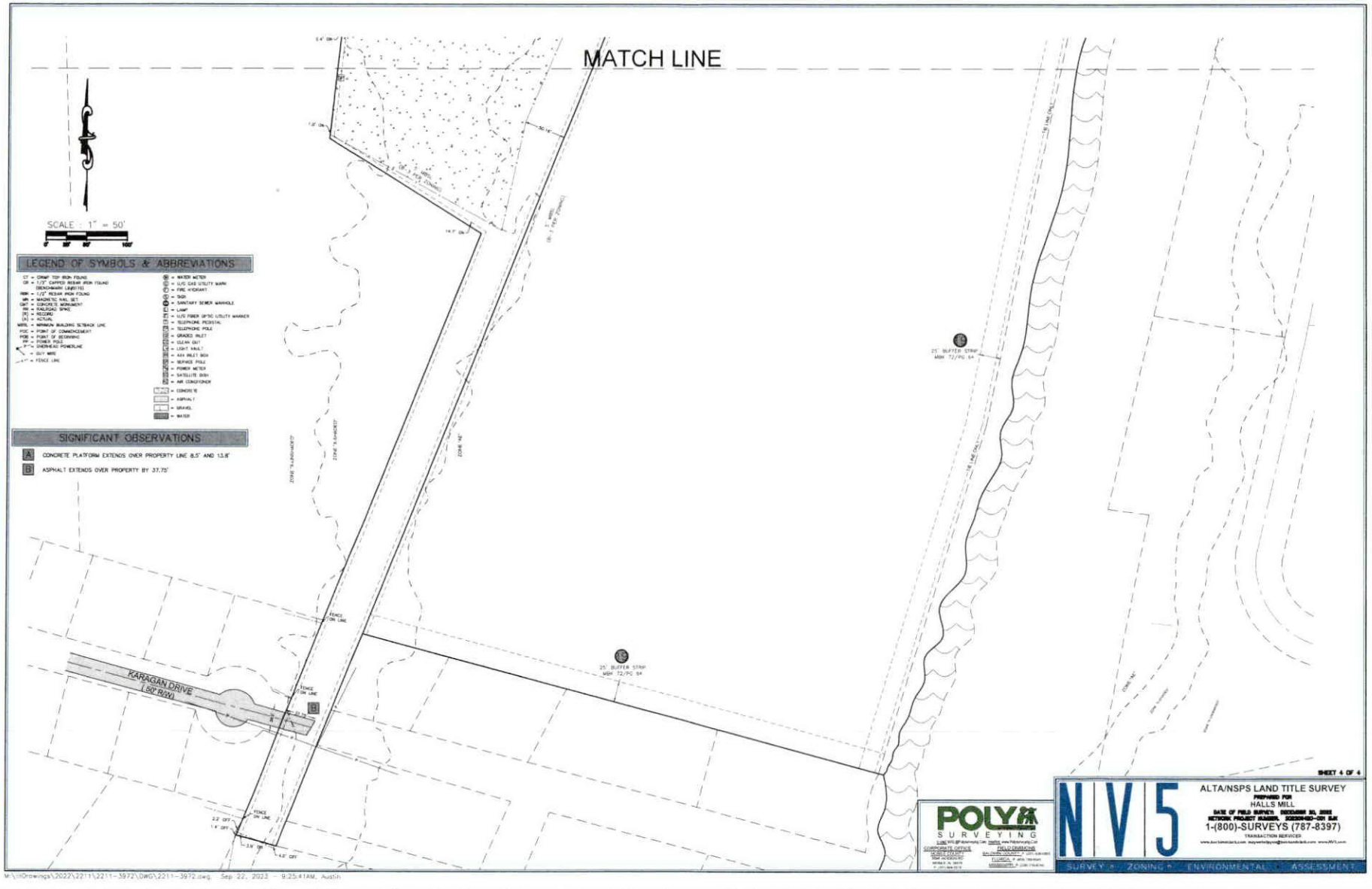
SURVEY // ZONING // ENVIRONMENTAL // ASSESSMENT

SHEET 1 OF 4

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PLEASANT VALLEY ROAD
(PAVED PUBLIC 50' R/W)
Parcel ID: R022909510001041.000
CALLAHAN FRANKLIN
324 6TH ST
CHICKASAW, AL 36611
Parcel ID: R022909510001040.000
THE SHOPPING CTR GROUP LLC
P.O. BOX 690651
HOUSTON, TX 77269
ZONE "X-UNSHADED"
Parcel ID: R022909510008044.000
BROOKS JERRY W & CHERYL J
2303 PLEASANT VALLEY RD
MOBILE, AL 36605
PARCEL 1
METAL BUILDING
BUILDING HEIGHT: 21.8'/1 STORY
GRAVEL
CONCRETE PAD
COVERED CONCRETE
CONCRETE WALKWAY
CONCRETE DRIVEWAY
METAL BUILDING
BUILDING HEIGHT: 17.2'/1 STORY
1,588.84 SQ. FT.
Parcel ID: R022909510008034.000
JOHNSON HERMAN LEROY SR
907 ROWELL ST
MOBILE, AL 36606
Parcel ID: R022909510008034.001
BIG CHARLIE'S PRODUCE LLC
2243 HALLS MILL RD
MOBILE, AL 36606
HALLS MILL ROAD
(PAVED PUBLIC 50' R/W)
10' ADDITIONAL RIGHT-OF-WAY
DEDICATED TO THE CITY
OF MOBILE
MBK 72/PG. 64
25' MBSL
MBK 72/PG. 64
ZONE "X-SHADED"
PARCEL 3
Parcel ID: R022909510008001.000
GULF COAST TRUCK &
EQUIPMENT COMPANY INC
2260 HALLS MILL RD
MOBILE, AL 36606
PARCEL 2
Parcel ID: R022909510008031.000
GULF COAST TRUCK &
EQUIPMENT COMPANY INC
2280 HALLS MILL RD
MOBILE, AL 36606
Parcel ID: R022909510008029.000
MCGUIRE JAMES E
P.O. BOX 6150
MOBILE, AL 36660
ZONE "X-UNSHADED"
5' MBSL
(B-3 PER ZONING)
LEGEND OF SYMBOLS & ABBREVIATIONS
SCALE : 1" = 30'
SHEET 2 OF 4
POLY SURVEYING
NV5
ALTA/NSPS LAND TITLE SURVEY
PREPARED FOR
HALLS MILL
1-(800)-SURVEYS (787-8397)
TRANSACTION SERVICES
SURVEY + ZONING + ENVIRONMENTAL + ASSESSMENT
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PARCEL 1
PARCEL 2
PARCEL 3
PARCEL 4
PARCEL 5
OUT
MATCH LINE
LEGEND OF SYMBOLS & ABBREVIATIONS
SIGNIFICANT OBSERVATIONS
A CONCRETE PLATFORM EXTENDS OVER PROPERTY LINE 6.5' AND 13.8'
B ASPHALT EXTENDS OVER PROPERTY BY 37.75'
SCALE : 1" = 60
SHEET 3 OF 4
POLY SURVEYING
NV5
ALTA/NSPS LAND TITLE SURVEY
PREPARED FOR
HALLS MILL
1-(800)-SURVEYS (787-8397)
TRANSACTION SERVICES
SURVEY | ZONING | ENVIRONMENTAL | ASSESSMENT


MATCH LINE
SCALE : 1" = 50'
LEGEND OF SYMBOLS & ABBREVIATIONS
SIGNIFICANT OBSERVATIONS
A CONCRETE PLATFORM EXTENDS OVER PROPERTY LINE 8.5' AND 13.8'
B ASPHALT EXTENDS OVER PROPERTY BY 37.75'
KARAGAN DRIVE
60' R/W
25' BUFFER STRIP
MBM 72/PG 64
ZONE "AE"
ZONE "X-SHADED"
ZONE "X-UNSHADED"
FENCE ON LINE
POLY SURVEYING
NV5
ALTA/NSPS LAND TITLE SURVEY
PREPARED FOR
HALLS MILL
1-(800)-SURVEYS (787-8397)
SURVEY + ZONING + ENVIRONMENTAL + ASSESSMENT
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Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, AL 36606

Gulf Coast Truck & Equipment Co., Inc.
2260 Halls Mill Road
Mobile, AL 36606

The Shopping Center Group, LLC
P. O. Box 690651
Houston, TX 77269

Richard I. Johnson
73 Acacia Street
Mobile, AL 36607

Daniel Chachagua
6051 Jackson Andrew Place
Mobile, AL 36619

Richard H. Sutton
c/o Cosmes Casas LLC
20 S Catherine St
Mobile, AL 36604-1746

Land Investments
4272 Bit & Spur Rd., #4
Mobile, AL 36608

State of Alabama
50 N. Ripley Street
Montgomery, AL 36130

Ariadne Zitsos
2381 Repoll Road
Mobile, AL 36695

James P. Karagam
6412 Willow Brook Run E.
Mobile, AL 36608

Anne Moulyet
4371 Nelson Avenue
Sarasota, FL 34231

Daniel & Pamela Mollise
2866 Ramada Drive W.
Mobile, AL 36693

Phillip P. Karagan
23095 Perdido Beach Blvd.
Orange Beach, AL 36561

Howard B. Johnson
900 Stuart Drive W.
Mobile, AL 36605

Tasheka Scott
2450 N. Gulf Terra Dr.
Mobile, AL 36605

Emma M. Clark
2451 Karagan Drive
Mobile, AL 36606

David M. Tacon
415 Fairwood Blvd.
Fairhope, AL 36532

Farmers Market of Mobile
12570 Henderson Camp Rd.
Grand Bay, AL 36541

Timothy Lawrence & Dudley Davis
2308 Halls Mill Road
Mobile, AL 36606

Haroun & Lois Thabit
2454 Sayner Avenue
Mobile, AL 36605

McGuire Property Company, LLC
P. O. Box 6150
Mobile, AL 36660

James E. McGuire
P. O. Box 6150
Mobile, AL 36660

Gulf Coast Equipment Co.
c/o John R. Cross
P. O. Box 6267
Mobile, AL 36606

Shakora Mohamed
P. O. Box 160812
Mobile, AL 36616

JTS Capital Realty 3, LLC
c/o Glenn Nelson LLC
5751 Riverwood CV W
Theodore, AL 36582

Rose Mary Evans
2118 Highland Court
Mobile, AL 36605

Paul & Shirley Richardson
2120 Highland Court
Mobile, AL 36605

Stanley & Brenda Ross
4075 Lloyds Station Road
Mobile, AL 36693

Blue Spectrum, LLC
c/o CDM Business Consulting
2833 Gaslight Lane W.
Mobile, AL 36695

George & Barry Haiman
c/o Affordable Housing
P. O. Box 2659
Land O Lakes, FL 34639

Eleanore Allision
P. O. Box 920
Point Clear, AL 36564

Marjorie T. Gaston et al
3773 Claridge Road N.
Mobile, AL 36608

James Evans
2439 N. Stuart Drive
Mobile, AL 36605

M & B Builders, LLC
P. O. Box 2947
Mobile, AL 36652

Joseph L. Jackson
902 Stuart Drive W.
Mobile, AL 36605

Joe & Timara Geil
3808 St. Andrews Loop E.
Mobile, AL 36693

Johnny & Margaret Evans
901 Gulf Terra Drive E.
Mobile, AL 36605

Julius & Yolanda Avery
2451 Gulf Terra Drive N.
Mobile, AL 36605

Joseph Philon
2452 Gulf Terra Drive N.
Mobile, AL 36605

Frederick H. Carley, Sr.
2648 Edgewater Drive
Niceville, FL 32578

Sally F. Brown
P. O. Box 66423
Mobile, AL 36606

Nsengiynuva Janvier &
Nyirandikumana Kabanza
2463 Karagan Drive
Mobile, AL 36605

M & A Rentals, LLC
4062 Gillnet Lane
Milton, FL 32583

Kenneth D. O'Bannon
10650 Daisy Cv
Hampton, GA 30228

Patricia B. Poellnitz
2462 Karagan Drive
Mobile, AL 36606

McGuire Oil Co., Inc.
P. O. Box 6150
Mobile, AL 36660

International Brotherhood
2244 Halls Mill Road
Mobile, AL 36606

Baboo, LLC
651 Olive Avenue
Fairhope, AL 36532

N & D Properties, LLC
53 N. Ann Street
Mobile, AL 36604

JHR Real Estate, LLC &
Elizabeth A. Reilly
11401 Roosevelt Blvd.
Philadelphia, PA 19154

Big Charlies Produce, LLC
2243 Halls Mill Road
Mobile, AL 36606

GERALD D & MARY JANE BYRD
3704 Old Shell Road
Mobile, AL 36608-1309

Patsy K. Wallace
902 Rowell Street
Mobile, AL 36606

Betty Jo Fain
904 Rowell Street
Mobile, AL 36606

Theopolis & Patricia Ann Jordan
5905 Queen Ann Ct.
Mobile, AL 36618-3015

Anlando McMillan
908 Rowell Street
Mobile, AL 36606

John C. Wacker, III
Phillip P. Karagan
23095 Perdido Beach Blvd.
Orange Beach, AL 36561

Nuris Naranjo-Silega
808 Hawkins Street
Mobile, AL 36606

Elizabeth McClain
814 Hawkins Street
Mobile, AL 36606

Thomas Grider & Erich Kline
816 Hawkins Street
Mobile, AL 36606

Dung Mai & Nguyen Nhut
820 Hawkins Street
Mobile, AL 36606

John E & Robin Loper
823 Rowell Street
Mobile, AL 36606

Pamela Pittman & Carol Pownall
2305 East Road
Mobile, AL 36693

Joseph J. Easley
911 Rowell Street
Mobile, AL 36606-2130

George & Barbara Simon
809 Rowell Street
Mobile, AL 36606

Herman L. Johnson Sr.
907 Rowell Street
Mobile, AL 36606

Frederick & Idella Brackett
905 Rowell Street
Mobile, AL 36606-2130

Franklin A. Callahan
324 6th Street
Chickasaw, AL 36611

Rose Melton
c/o Brian Melton
22 Rio Grande Forest Dr.
Little Rock, AR 72212-2318

SMP Properties
5570 Nevius Rd
Mobile, AL 36606

Rosa & Charles Covington
901 Rowell Street
Mobile, AL 36606

Mary & Clarence Ely
c/o Carolyn Sylvester
815 Hawkins Street
Mobile, AL 36606-4533

Helen R. Morrissette
2305 Pleasant Valley Rd.
Mobile, AL 36606-2137

Hope & David Slack
91 Acacia Street
Mobile, AL 36607-2610

Jerry & Cheryl Brooks
2302 Pleasant Valley Rd
Mobile, AL 36605

Johnnie & Doris Lash
820 Rowell Street
Mobile, AL 36606

Board of Water and Sewer Comm
Post Office Box 180249
Mobile, AL 36618

Turn Key Rental Properties
c/o Ryan David Green
32348 Jimmy Faulkner Dr
Spanish Fort, AL 36527-7646

Jerome & Rositta Agee
917 Rowell Street
Mobile, AL 36606

Tonya W. Stribling
4254 Birchwood Dr. E
Mobile, AL 36693

Golden Tiger LLC
6810 Rylee Road
Theodore, AL 36582

Gloria Jean Ross
835 Sasse St
Clarksdale, MS 38614-7122

Duncan E Parker
2458 N Gulf Terra Dr.
Mobile, AL 36605-2409

Magnolia Properties
3217 Washington Ave.
Pascagoula, MS 39581-2041

Cliffco, LLC
10304 Celeste Rd
Saraland, AL 36571-8770

Frances Sanders
2467 Karagan Drive
Mobile, AL 36606-4626

Casey Pipes
Post Office Box 2767
Mobile, AL 36652

Agenda Item #: 4

ZON-UDC-002697-2023

View additional details on this proposal and all application materials using the following link:

Applicant Materials for Consideration

DETAILS

Location:
2201, 2223 & 2260 Halls Mill Road

Applicant / Agent (as applicable):
Legendary Investment Ventures - Dismuke Transport, LLC / J. Casey Pipes, Helmsing Leach, P.C., Agent

Property Owner:
Gulf Coast Truck & Equipment Co., Inc.

Current Zoning:
R-1, Single-Family Residential Suburban District, and B-3, Community Business Suburban District

Proposed Zoning (as applicable):
B-5, Office-Distribution District

Future Land Use:
Low Density Residential and Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:
- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Schedule for Development:
To be used as-is upon approval. Future development according to needs.

Proposal:
- Rezoning from R-1, Single-Family Residential Suburban District, and B-3, Community Business Suburban District, to B-5, Office-Distribution District.
- **Rezoning Note:** Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant.

Commission Considerations:
1. Rezoning with three (3) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 6
Exhibits 7

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 4 DATE November 16, 2023

APPLICANT Legendary Investment Ventures/Dismuke Transport, LLC (J. Casey Pipes, Helmsing Leach, P.C., Agent)

REQUEST Rezoning from R-1 and B-3 to B-5

N

NTS

SITE HISTORY

Most of the subject site was assigned a B-3, Community Business District classification with the adoption of the Zoning Ordinance in 1967. Since then, there have been various cases before the Board of Zoning Adjustment and Planning Commission for portions of the site.

In 1984, the Board of Zoning Adjustment approved a Front Yard Setback Variance for the portion of the site at the Southwest corner of Halls Mill Road and Pleasant Valley Road to allow an office expansion.

In 1996, the major portion of the site along the West side of Durand Canal was approved by the Commission as Cross Pond Subdivision, and the lower part of that area was rezoned from R-1, Single-Family Residential District, to B-3, Community Business District, to eliminate split zoning within the subdivision.

In 1998, Cross Pond Subdivision, First Addition, was approved by the Commission to include the area adjoining the West side of the original Cross Pond Subdivision. The portion of that subdivision that consisted of the vacated GM&O Railroad right-of-way was rezoned from R-1, Single-Family Residential District, to B-3, Community Business District, to eliminate split zoning within the subdivision.

In 2000, the Board approved a Parking Surface Variance for the area of Cross Pond Subdivision, First Addition.

In 2009, the Board approved Parking Surface and Front Landscaping Variances for the Northern portion of the site along the East side of Halls Mill Road.

At the Commission's January 19, 2023 meeting, Cross Pond Subdivision, Resubdivision of, was approved to incorporate the area of the two previous subdivisions of the site on the East side of Halls Mill Road into one legal lot of record. That subdivision has yet to be finalized. An associated rezoning for the entire area of that proposed subdivision from B-3, Community Business District, to I-1 Light Industry District, was recommended for denial by the Commission to the City Council. The applicant has not paid a legal ad fee; thus, no action has been taken by the City Council.

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, and B-3, Community Business Suburban District, to B-5, Office-Distribution District, to allow a freight/trucking depot. The portion of the site at the Southwest corner of Halls Mill Road and Pleasant Valley Road is split-zoned R-1 and B-3, and all of that property is proposed to be rezoned to B-5. The major portion of the site along the East side of Halls Mill Road, extending to the West side of Durand Canal, is also split-zoned R-1 and B-3. With the exception of the small R-1 portion at the East terminus of Karagan Drive, which is proposed to remain R-1, all of the rest of that area is proposed to be rezoned to B-5.

The site is bounded to the North and West by B-3, Community Business Suburban District zoning, and to the South by R-1, Single-Family Residential Suburban District, and R-2, Two-Family Residential Suburban District zoning. To the West across Halls Mill Road is B-3, Community Business Suburban District zoning, and to the East across Durand Canal is R-1, Single-Family Residential Suburban District zoning. At the Northeast corner of the site across Durand Canal is B-3 zoning.

In January of this year, prior to the effective date of the Unified Development Code, the Commission recommended denial of the previous rezoning request for I-1, Light Industry District to the City Council after determining that none of the following conditions prevailed to support the rezoning request:

1) Error. There is a manifest error in the chapter;
2) Change in conditions. Changed or changing conditions in a particular area, or in the planning region generally, make a change in the chapter necessary and desirable;
3) Increase in need for sites for business or industry. Increased or increasing needs for business or industrial sites, in addition to sites that are available, make it necessary and desirable to rezone an area or to extend the boundaries of an existing district; or
4) Subdivision of land. The subdivision or imminent subdivision of land into urban building sites makes reclassification necessary and desirable.

It should be noted that the previously proposed rezoning did not include the portion of the site at the Southwest corner of Halls Mill Road and Pleasant Valley Road, which is currently split-zoned, but it did include the R-1 portion at the East terminus of Karagan Drive.

Since the adoption of the Zoning Ordinance in 1967, there have not been any commercial rezoning requests for any abutting properties, or any others within one-half mile of the subject site along Halls Mill Road. All properties have remained zoned B-3 since 1967. There is no B-5 zoning within the area.

The portion of the site on the East side of Halls Mill Road is currently developed within its Northern area as a trucking operation. The Southwestern portion is vacant, and the Southern half of the site remains undeveloped and wooded. The portion of the site on the West side of Halls Mill Road at the Southwest corner of Halls Mill Road and Pleasant Valley Road is currently used as truck sales and service. No site plan showing any proposed improvements was submitted with the application; however, the applicant's narrative states that the site is to be used as-is upon approval, and future development will be done according to needs.

It is customary to have a commercial site assigned the lowest zoning classification which would allow a proposed use. It should be noted that most of the site is currently zoned B-3, and a B-3 classification would allow a freight depot by a Special Exception under the Unified Development Code (UDC). The existing truck sales and service would also be allowed in a B-3 district and truck repairs would be allowed with a Special Exception.

As the applicant also owns, as part of the overall property, R-1 property at the East terminus of Karagan Drive, a subdivision will be necessary to separate that portion from the remainder of the site, if the rezoning is approved. Likewise, if the rezoning is approved for the portion of the site at the Southwest corner of Halls Mill Road and Pleasant Valley Road, that portion would also need to be made a legal lot of record.

While zoning consideration is not site plan-specific, the provided site plan does not depict required site compliance. If the rezoning is approved, development (or redevelopment) of the site must comply with the requirements of the UDC.

REZONING CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that Rezonings are intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.

The UDC states that an application for rezoning shall include a statement of the justification for the proposed amendment that addresses all of the following:

- Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
- Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
- Compatibility. Whether the proposed amendment is compatible with:
    - The current development trends, if any, in the vicinity of the subject property;
    - Surrounding land uses;
    - Would adversely impact neighboring properties; or
    - Cause a loss in property values.
- Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
- Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
- Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
- Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

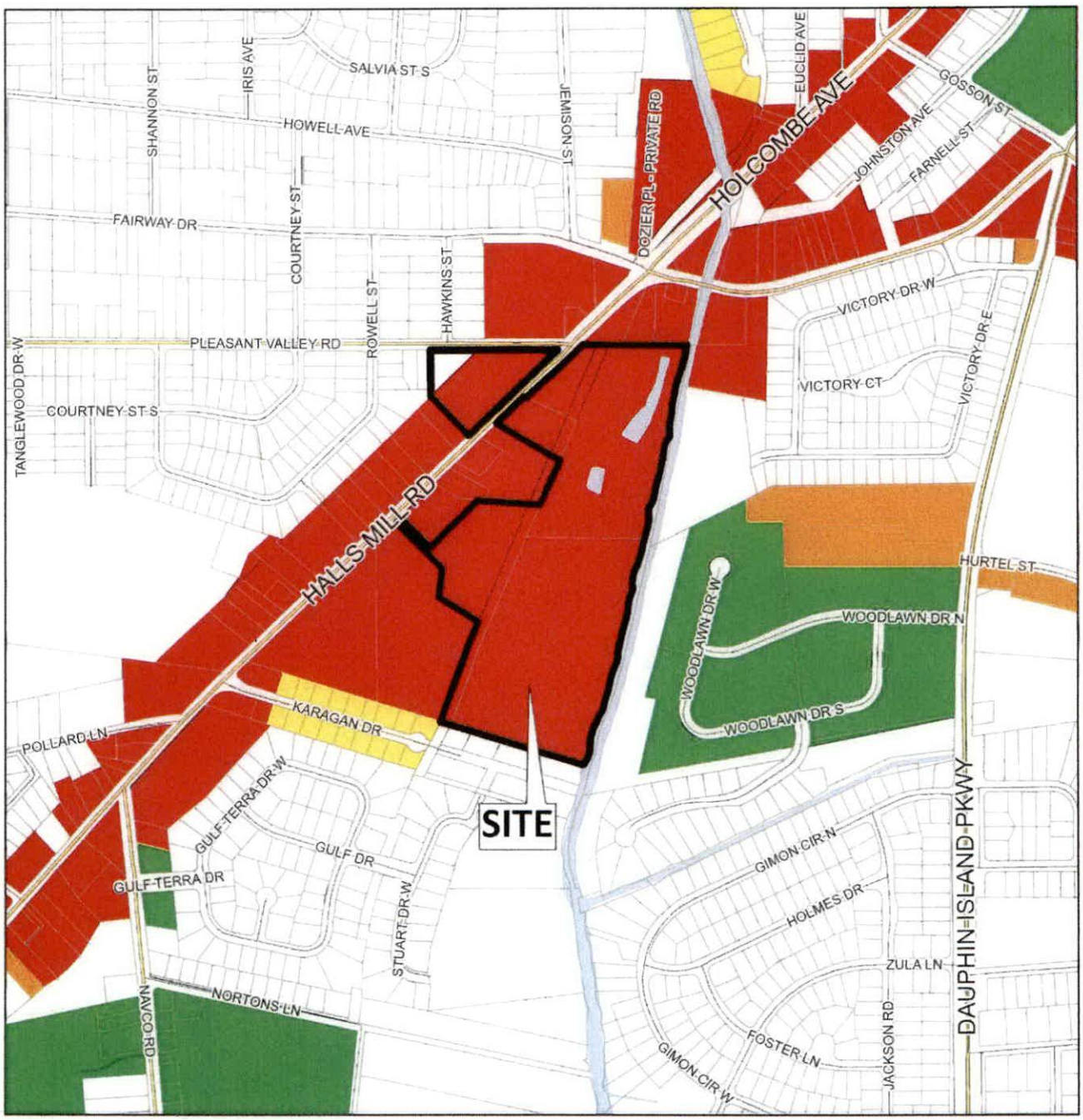
The "Applicant Materials for Consideration" link at the beginning of the staff report will take you to the documents submitted to address the UDC requirements.

Considerations:

If the Planning Commission considers a recommendation of approval of the Rezoning request to the City Council, the following conditions could apply:

1. Submittal and completion of a subdivision application to create three (3) legal lots of record for the site prior to the approval of any permits for development;
2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and, and,
3. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 4 DATE November 16, 2023

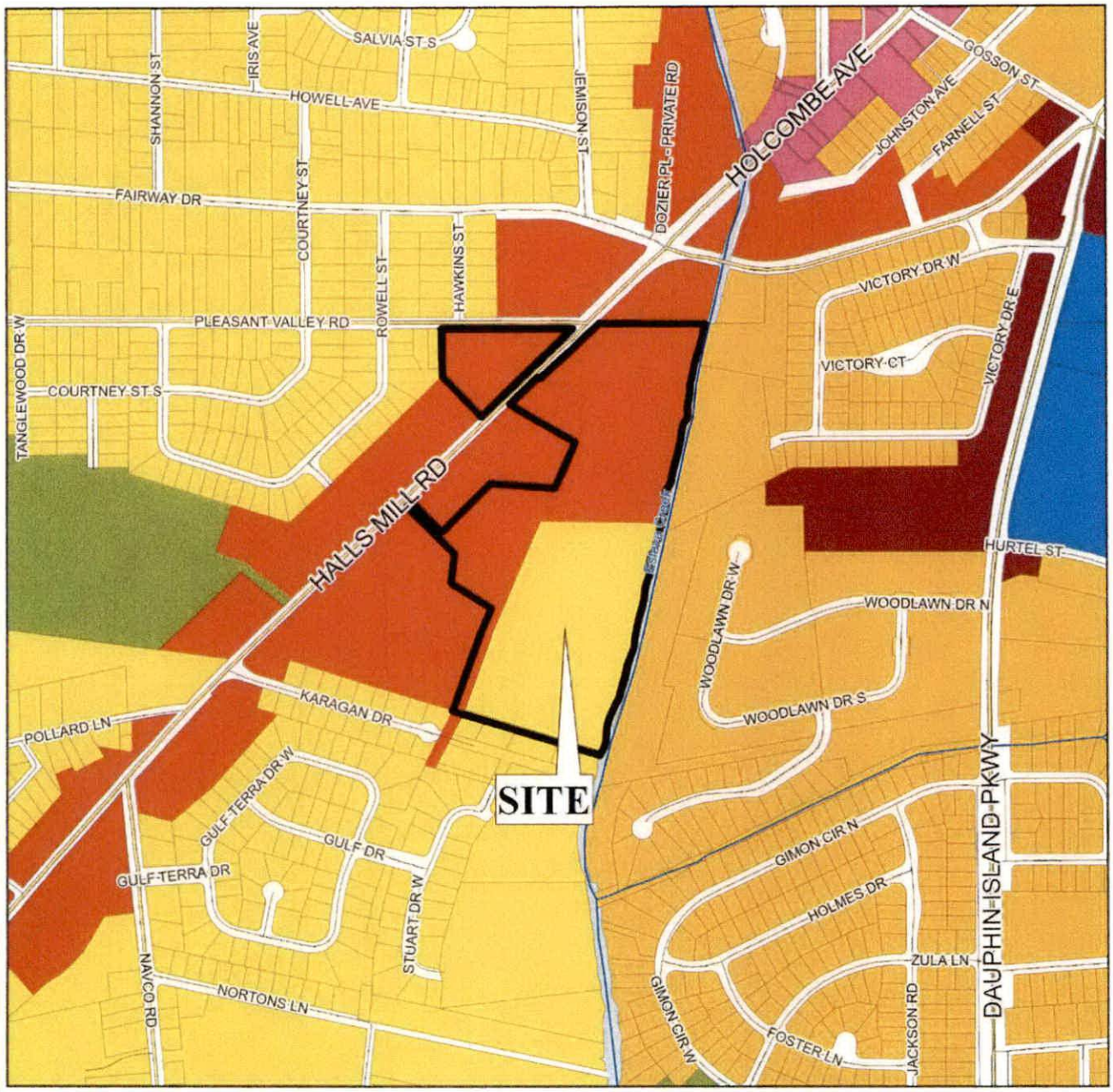
APPLICANT Legendary Investment Ventures/Dismuke Transport, LLC (J. Casey Pipes, Helmsing Leach, P.C., Agent)

REQUEST Rezoning from R-1 and B-3 to B-5

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 4 DATE November 16, 2023

APPLICANT Legendary Investment Ventures/Dismuke Transport, LLC (J

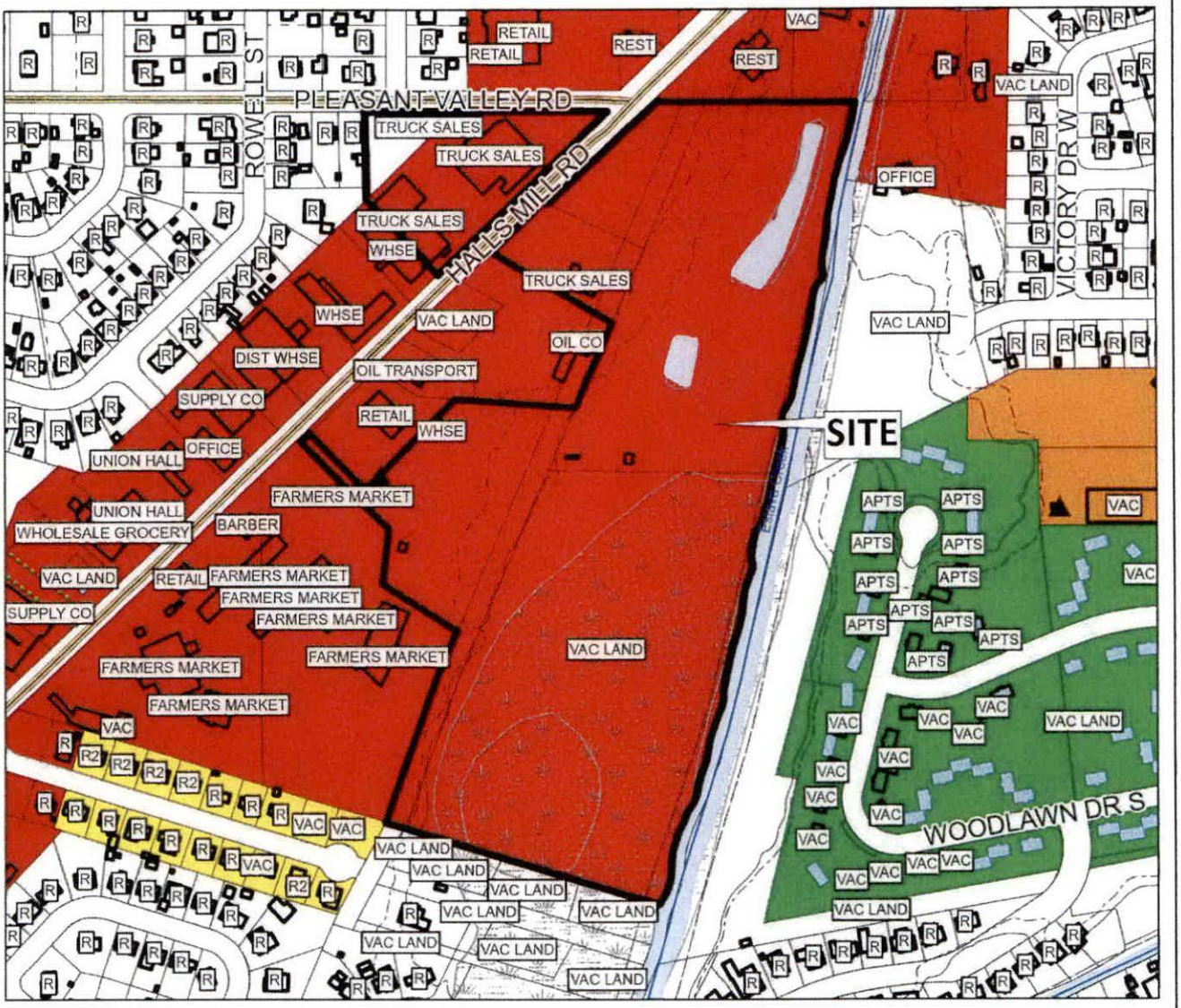
REQUEST Rezoning from R-1 and B-3 to B-5

Low Density Residential	Neighborhood Center - Traditional	Downtown Waterfront	Parks & Open Space
Mixed Density Residential	Neighborhood Center - Suburban	Light Industry	Water Dependent
Downtown	Traditional Corridor	Heavy Industry	
District Center	Mixed Commercial Corridor	Institutional	

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 4 DATE November 16, 2023

APPLICANT Legendary Investment Ventures/Dismuke Transport, LLC (J. Casey Pipes, Helmsing Leach, P.C., Agent)

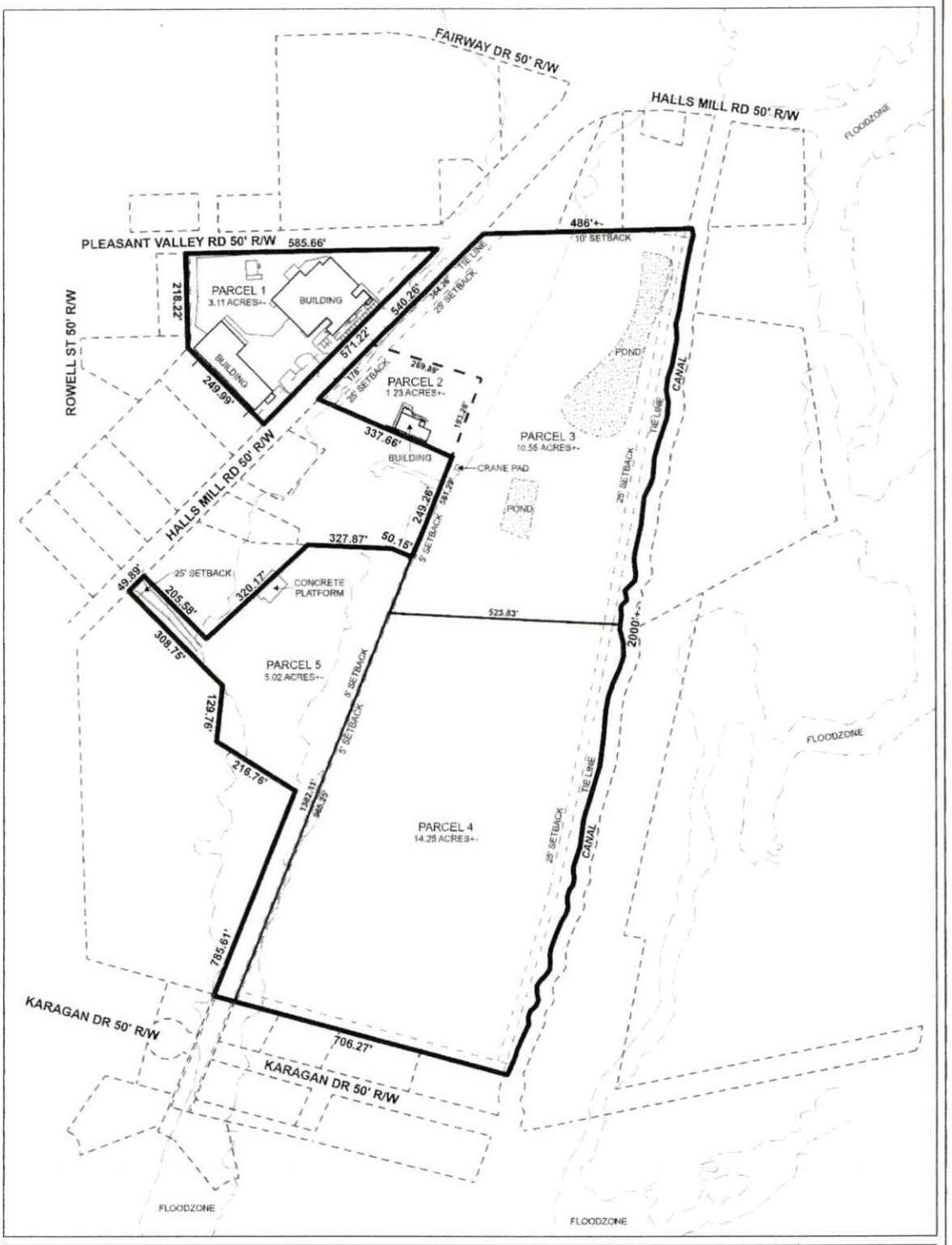
REQUEST Rezoning from R-1 and B-3 to B-5

R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1	

N

NTS

SITE PLAN



APPLICATION NUMBER 4 DATE November 16, 2023

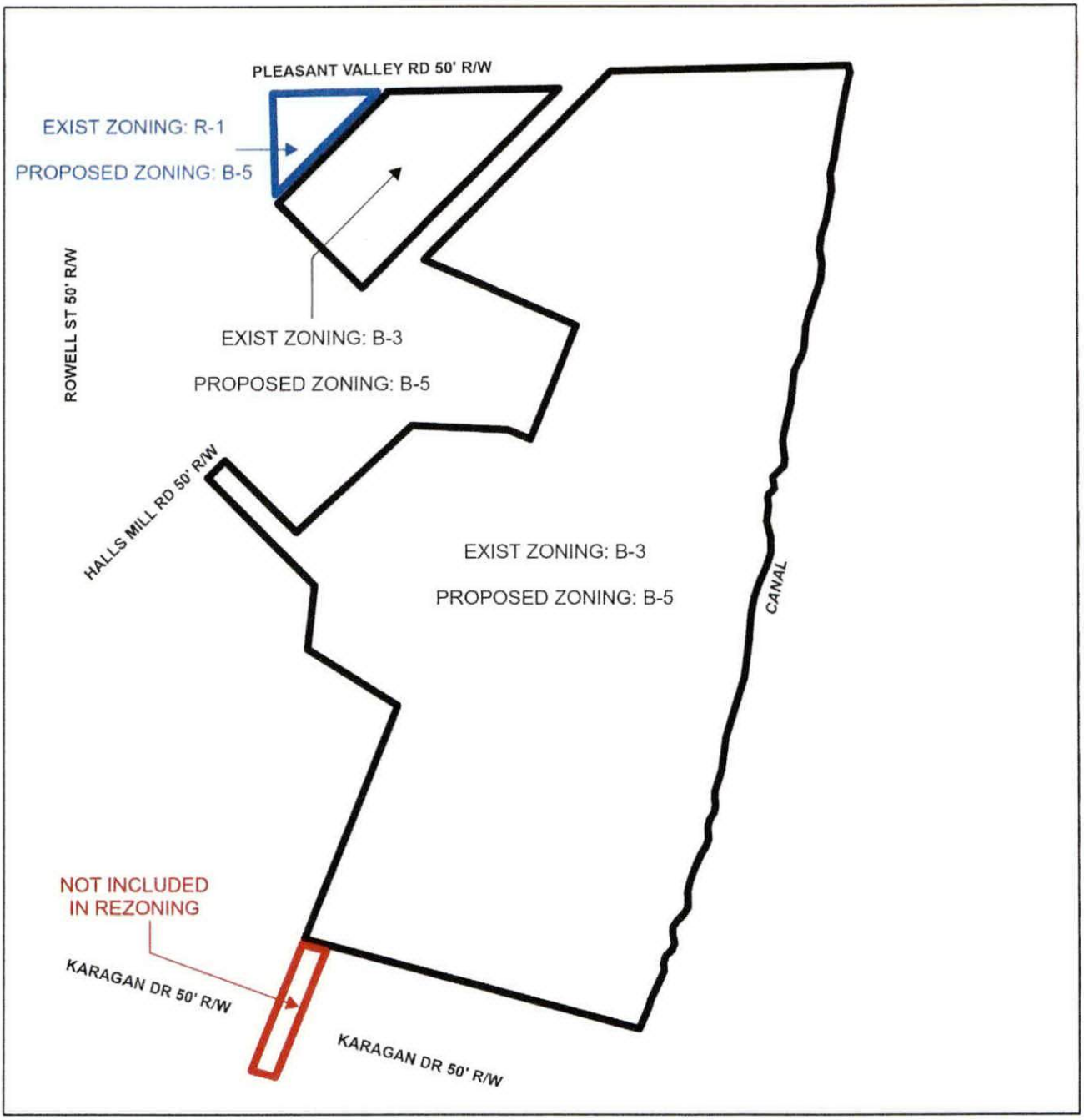
APPLICANT Legendary Investment Ventures/Dismuke Transport, LLC (J. Casey Pipes, Helmsing Leach, P.C., Agent)

REQUEST Rezoning from R-1 and B-3 to B-5

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 4 DATE November 16, 2023

APPLICANT Legendary Investment Ventures/Dismuke Transport, LLC (J. Casey Pipes, Helmsing Leach, P.C., Agent)

REQUEST Rezoning from R-1 and B-3 to B-5

N

NTS

ZONING DISTRICT CORRESPONDENCE MATRIX		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDWRU)
RESIDENTIAL - AG	R-A												□		
ONE-FAMILY RESIDENCE	R-1	■				■		■					□		
TWO-FAMILY RESIDENCE	R-2	■				■		■					□	O	
MULTIPLE-FAMILY	R-3	O	■			■	■						□	O	
RESIDENTIAL-BUSINESS	R-B		O			■		■					□	O	
TRANSITIONAL-BUSINESS	T-B		O		■	■	■	■					□		
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									O	O		□		
DOWNTOWN DEV. DD	SD	O	O	O	O	O	O	O		O	O		□		
BUFFER BUSINESS	B-1		□			□	■	■	■				□	O	
NEIGH. BUSINESS	B-2		O			□	■	■	■				□	O	
LIMITED BUSINESS	LB-2		O			□	■	■	■				□	O	
COMMUNITY BUSINESS	B-3				■				■			O	□	O	
GEN. BUSINESS	B-4			■					■			O	□	O	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		□

Zoning District Correspondence Matrix

- ■ Directly Related
- O 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.

MIXED COMMERCIAL CORRIDOR (MCC)

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses.

This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

Over time, new development and redevelopment in Mixed Commercial Corridors is encouraged to raise design quality, improve connectivity to surrounding neighborhoods; improved streetscapes; and improve mobility and accessibility for all users of the corridor.

AGENDA ITEM SUMMARY SHEET

Agenda of:12/12/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	12/12/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/12/2023 - 10:22 AM

41-1351 **2023**

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 6137 Todd Acres Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted December 13, 2023, a public hearing will be held on the 9th day of January, 2024, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 6137 Todd Acres Drive from B-5, Office Distribution District and I-2, Heavy Industry District, to R-1, Single-Family Residential Suburban District.

The public hearing will be held in the Auditorium of Government Plaza, 205 Government Street, Mobile, Alabama. All persons who desire shall have an opportunity to be heard in favor of or in opposition to the proposed amendment at such time and place. Further, the City Council may consider zoning classifications other than the ones sought by the applicant, and may take other actions allowed by law.

Lisa C. Lambert
City Clerk

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

Commencing at the Southeast corner of Lot 2, The Mobile Commerce Park, Phase II, Resubdivision of Lot 9, as recorded in Map Book 120, Page 49, Probate Court Records, Mobile County, Alabama, run South 00°-00'-00" West, 1627.08 feet to the Point of Beginning of the property herein described; thence continue South 00°-00'-00" West, 404 feet, more or less, to the Northern margin of Rabbit Creek and a point hereinafter known as Point A; thence Northwardly and Eastwardly along the meanders of said creek, 1100 feet, more or less, to a point hereinafter known as Point B (mathematical tie from Point A to Point B bears North 66°-47'-16" East, 782.88 feet); thence North 00°-24'-25" West, 92.11 feet; thence North 89°-43'-31" West, 718.43 feet to the Point of Beginning. Said property contains 4.7 acres, more or less.

TOGETHER WITH: Beginning at the Southeast corner of Lot 2, The Mobile Commerce Park, Phase II, Resubdivision of Lot 9 as recorded in Map Book 120, Page 94, Probate Court Records, Mobile County, Alabama, run North 08°-22'-29" West and along the West line of said Lot 2, a distance of 435.67 feet; thence North 81°-37'-31" East, 100.00 feet to a point on a 732.00 foot radius curve to the right; thence Northwardly and Westwardly along the arc of said curve (chord bears North 09°-34'-38" West, 29.29 feet), a distance of 29.29 feet to a point on the South line of Lot C, Resubdivision of Lots 6, 7, and 8, The Mobile Commerce Park Phase I, as recorded in Map

Book 83, Page 21, said Probate Court Records; thence North 89°-27'-56" East and along the South line of said subdivision, 674.76 feet; thence South 00°-24'-25" East, 116.00 feet, more or less, to the Western margin of Rabbit Creek; thence Southwardly along the meanders of said creek, 994.00 feet, more or less, to a point on the South bank of said creek; thence South 00°-24'-25" East, 1052.89 feet, to a point on the North line of property conveyed by instrument recorded in Real Property Book 5593, Page 595, said Probate Court Records; thence North 89°-43'-31" West and along the North line of said property, 718.43 feet; thence North 00°-00'-00" East, 2031.20 feet to the Point of Beginning. Said property contains 33.6 acres, more or less.

The classification of said property is hereby changed from B-5, Office Distribution District and I-2, Heavy Industry District, to R-1, Single-Family Residential Suburban District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a R-1, Single-Family Residential Suburban District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022.

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 9th day of January, 2024, 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 20th day of December, 2023 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 6137 Todd Acres Drive.

The proposed amendment will rezone property located at 6137 Todd Acres Drive from B-5, Office Distribution District, and I-2, Heavy Industry District, to R-1, Single-Family Residential Suburban District.

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 2023

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

Commencing at the Southeast corner of Lot 2, The Mobile Commerce Park, Phase II, Resubdivision of Lot 9, as recorded in Map Book 120, Page 49, Probate Court Records, Mobile County, Alabama, run South 00°-00'-00" West, 1627.08 feet to the Point of Beginning of the property herein described; thence continue South 00°-00'-00" West, 404 feet, more or less, to the Northern margin of Rabbit Creek and a point hereinafter known as Point A; thence Northwardly and Eastwardly along the meanders of said creek, 1100 feet, more or less, to a point hereinafter known as Point B (mathematical tie from Point A to Point B bears North 66°-47'-16" East, 782.88 feet); thence North 00°-24'-25" West, 92.11 feet; thence North 89°-43'-31" West, 718.43 feet to the Point of Beginning. Said property contains 4.7 acres, more or less.

TOGETHER WITH: Beginning at the Southeast corner of Lot 2, The Mobile Commerce Park, Phase II, Resubdivision of Lot 9 as recorded in Map Book 120, Page 94, Probate Court Records, Mobile County, Alabama, run North 08°-22'-29" West and along the West line of said Lot 2, a distance of 435.67 feet; thence North 81°-37'-31" East, 100.00 feet to a point on a 732.00 foot radius curve to the right; thence Northwardly and Westwardly along the arc of said curve (chord bears North 09°-34'-38" West, 29.29 feet), a distance of 29.29 feet to a point on the South line of Lot C, Resubdivision of Lots 6, 7, and 8, The Mobile Commerce Park Phase I, as recorded in Map Book 83, Page 21, said Probate Court Records; thence North 89°-27'-56" East and along the South line of said subdivision, 674.76 feet; thence South 00°-24'-25" East, 116.00 feet, more or less, to the Western margin of Rabbit Creek; thence Southwardly along the meanders of said creek, 994.00 feet, more or less, to a point on the South bank of said creek; thence South 00°-24'-25" East, 1052.89 feet, to a point on the North line of property conveyed by instrument recorded in Real Property Book 5593, Page 595, said Probate Court Records; thence North 89°-43'-31" West and

along the North line of said property, 718.43 feet; thence North 00°-00'-00" East, 2031.20 feet to the Point of Beginning. Said property contains 33.6 acres, more or less.

The classification of said property is hereby changed from **B-5, Office Distribution District and I-2, Heavy Industry District, to , 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 a **R-1, Single-Family Residential Suburban District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B R-1, Single-Family Residential Suburban District,** until all of the conditions set forth below have been complied with: **1. Completion of the Subdivision process for proposed Lot 4; 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

Todd Acres Industrial Park Subdivision, Resubdivision of Lots 1 and 4
6137 Todd Acres Drive
Council District 4
Ben Reynolds

BAUMHAUER STEPHEN THERRELL
C/O SALLY WAGNER, CPA
5409 W 134TH PL
HAWTHORNE, CA 90250

MCKINLEY SPARKS LLC
4825 OBSERVATORY RD
DES MOINES, IA 50311

TWILLEY BUILDERS INC
PO BOX 850669
MOBILE, AL 36685

GOODWIN WILLIE B & LINDA F
PO BOX 1019
THEODORE, AL 36590

INDUSTRIAL PARK BOARD OF MOB
ATTN ECONOMIC DEV.
PO BOX 2187
MOBILE, AL 36652

CRIGLER ROD L
PO BOX 190457
MOBILE, AL 36619

WACKER JOHN C III
6641 BAY RD
MOBILE, AL 36605

MOBILE AL GROUP LLC, A GEORGIA
LLC C/O: ROBERT W WILLIS JR
6675 JONES MILL CT
NORCROSS, GA 30092

NGUYEN HUON THI A/K/A HUON T
NGUYEN & BILLY BUI HILL
5790 RIVERCHASE DR N
MOBILE, AL 36619

MEADOWS KIM
5675 RIVERVIEW OAKS DR
THEODORE, AL 36582

GARRETT GREGORY LEE
3998 BYRONELL DR N
MOBILE, AL 36693

KYLES OSCAR D & CREOLA M
605 CHERRY GROVE PT
WHITES CREEK, TN 37189

CARTER LENELL & CLARA BELL
CARTER
6026-D TODD ACRES DR
THEODORE, AL 36582

CARTER OLIVETTE C/O ASHLEY
CARTER
PO BOX 1091
THEODORE, AL 36590

VALHALLA MEMORIAL GARDENS INC
PO BOX 205
SEMMES, AL 36575

HALL ARTHURINE WOODARD
6066 TODD ACRES RD
THEODORE, AL 36582

TAYLOR JAMES E
5406 ALEXANDER AVE
TUSCALOOSA, AL 35406

HAWKINS DONALD RAY C/O
RONALD M HAWKINS
P O BOX 349
TIGERVILLE, SC 29688

WASTE MANAGEMENT OF ALABAMA
PO BOX 1450
CHICAGO, IL 60690

WEAVER HOSEA O & SONS INC
P O BOX 8039
MOBILE, AL 36689

FESENMEIER JOSEPH M & KIMBERLY D
3771 AMRUTH DR
MOBILE, AL 36608

PROFESSIONAL LOCATE &
RECOVERY INC
P O BOX 262
THEODORE, AL 36590

WARD-LEYTHAM REBECCA LYNN &
WILLIAM CHRISTIAN LEYTHAM
4712 KIRKWELL DR
MOBILE, AL 36619

PROFESSIONAL LOCATE &
RECOVERY INC
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THEODORE, AL 36590

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