AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, December 5, 2023, 10:30 AM

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

   November 21, 2023

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

   Request of Elaine Galloway for a waiver of the Noise Ordinance at 2900 Gulfdale Drive on December 16, 2023, from 9:00a.m. - 1:00 p.m. (District 3).

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

    Reverend Tonny Algood - Address the need for transparency within the Mobile Police Department and police brutality.

11. **RESOLUTIONS HELD OVER**

    08-1282 Approve purchase orders for fuel for the WAVE Transit System (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

    08-1284 Approve purchase order to Intterra, LLC for annual subscription renewal of Intterra Operations Decision Support software for MFRD; $20,171.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-1285 Authorize contract with Redd Pest Solutions of the Southeast, Inc. for pest control services at various City locations; $150,402.00 3-year total (sponsored by Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-1286 Authorize amendment to contract with Republic Parking System, LLC for parking management services (sponsored by Mayor Stimpson) (submitted by Joseph Snowden, Administrative Services Dept.).

12. ORDINANCES BEING INTRODUCED

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. CONSENT RESOLUTIONS BEING INTRODUCED

09-1288 Transfer funds from District 2 General Fund Discretionary Account to Parks & Recreation General Fund Account to assist with sponsoring community activities at the Robert Hope Center (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

58-1289 Declare weeds noxious, Group 1650.

58-1290 Assess costs for removal of weeds, Weed Lien Group 1643.

58-1291 Assess costs for removal of weeds, Weed Lien Group 1645.

60-1292 Approve award of special bonus to the Public Services Employee of the Month; James (sponsored by Mayor Stimpson) (submitted by Marc Vassallo, Public Services Dept.).

60-1293 Determine an appropriation to Housing First, Inc. serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

60-1294 Determine an appropriation to Country Club Estates Neighborhood Assocation, Inc. serves a public purpose and approve payment (sponsored by Councilmember Daves) (submitted by Donna Bryars, Accounting Dept.).

60-1295 Determine an appropriation to Twin Oaks Nursing Home, Inc., d/b/a Twin Oaks Rehabilitation & Healthcare Center, serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-1313 Request the Planning Commission consider a text amendment to Article 13, Spring Hill Overlay, of the Unified Development Code (sponsored by Councilmembers Daves and Gregory).

14. CIP RESOLUTIONS BEING INTRODUCED

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.).

15. RESOLUTIONS BEING INTRODUCED

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).

16. CALL FOR PUBLIC HEARINGS

41-1305 Call for public hearing to consider modification of a previously approved Planned Unit Development located at 951 Downtowner Boulevard and 3655 Marion Beckham Drive (scheduled for January 2, 2024) (District 5).

41-1306 Call for public hearing to consider a modification of a previously approved planning approval for property located at 951 Downtowner Boulevard and 3655 Marion Beckham Drive (scheduled for January 2, 2024) (District 5).

41-1307 Call for public hearing to rezone newly annexed areas in Orchard Estates and the Cottage Hill Corridor from R-1 to R-3 (scheduled for January 2, 2024) (Districts 6 & 7).

41-1308 Call for public hearing to rezone newly annexed areas in Kings Branch and the Cottage Hill Corridor from R-1 to B-1 (scheduled for January 2, 2024) (Districts 6 & 7).

41-1309 Call for public hearing to rezone newly annexed areas in the Kings Branch and the Cottage Hill Corridor from R-1 to LB-2 (scheduled for January 2, 2024) (Districts 6 & 7).

41-1310 Call for public hearing to rezone newly annexed areas in the Cottage Hill Corridor from R-1 to B-2 (scheduled for January 2, 2024) (District 6).

41-1311 Call for public hearing to rezone newly annexed areas in Kings Branch, Orchard Estates and the Cottage Hill Corridor from R-1 to B-3 (scheduled for January 2, 2024) (Districts 6 & 7).

41-1312 Call for public hearing to rezone newly annexed areas in Orchard Estates and the Cottage Hill Corridor from R-1 to CW (scheduled for January 2, 2024) (Districts 6 & 7).

17. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:12/5/2023

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	11/30/2023 - 12:50 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/5/2023

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
Galloway	Cover Memo	11/29/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	11/29/2023 - 3:41 PM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:
(a) Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonography, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 am. to 10:00 p.m.:

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

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

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

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

Name of Applicant: ELAINE GALLOWAY
PLEASE PRINT ALL INFORMATION

Home Phone Number: N/A Cell Number: 512-474-2519

Organization (if applicable) REVITALIZE DIP

Mailing Address of Applicant 2385 WILLOWDALE ST. MOBILE AL 36605

Telephone No. 512-474-2519 E-mail address egalloway me@gmail.com

Location or address of event where amplification will be used:
2900 GULFDALE DR. (CORNER OF SOUTH DIP & GULFDALE) MOBILE AL 36605

X Date of Event: 12-16-23 Starting Time: 9:00 Ending Time 1:00
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: FESTIVAL AND CAR SHOW

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

Music containing obscene language or profanity is prohibited

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

2023 NOV 29 PM 3:26

CITY CLERK MOBILE, ALABAMA

*THIS EVENT WAS ORIGINALLY SCHEDULED FOR 12/2/23 BUT RAIN HAS CAUSED US TO CANCEL AND RESCHEDULE.

AGENDA ITEM SUMMARY SHEET

Agenda of:12/5/2023

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	11/30/2023 - 2:04 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:12/5/2023

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
Diesel fuel for the Wave Transit.

Wave Transit expense.

Amount of Contract:
Total = $69,945.75

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20231121 Agenda Package Wave Fuel POs	Cover Memo	11/21/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	11/22/2023 - 12:34 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
1931	2024	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (SELAED BID 5845)	$23,315.25	(298802) CAMPBELL OIL COMPANY
1933	2024	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (SEALED BID 5845)	$23,315.25	(298802) CAMPBELL OIL COMPANY
1935	2024	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (SEALED BID 5845)	$23,315.25	(298802) CAMPBELL OIL COMPANY

Adopted:

_____
City Clerk

Bill To	Requisition 00001931-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6060.70.00.0000.0000.0000.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
CAMPBELL OIL COMPANY 418 PEANUT RD ELIZABETHTOWN, NC 28337 Tel#910-874-9876	WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 VILATER.GREEN@CITYOFMOBILE.ORG Delivery Reference VILATER GREEN Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/15/23	298802				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5845			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7500.00 GALLON	3.10000	23250.00
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			23250.00
	Ship To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 Delivery Reference VILATER GREEN Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7500.00 EACH	0.00870	65.25
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			65.25

Bill To	Requisition 00001931-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6060.70.00.0000.0000.0000.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
CAMPBELL OIL COMPANY 418 PEANUT RD ELIZABETHTOWN, NC 28337 Tel#910-874-9876	WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 VILATER.GREEN@CITYOFMOBILE.ORG Delivery Reference VILATER GREEN Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609

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LN	Description / Account	Qty	Unit Price	Net Price
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Requisition Link

Requisition Total 23315.25

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.0000.45020.	23315.25	6624241.56
WAVE TRANSIT SYSTEM EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
CCancelled	11/15/23	JAMES NEESE JR	GL Allocation, GL Allocation c
Approved	11/15/23	DONALD ROSE	Auto approved by: 9105paij
Approved	11/15/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	11/15/23	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	11/15/23	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	11/15/23	JOHN PAINE	Approved by: 9105neej
Approved	11/15/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To	Requisition 00001931-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
CAMPBELL OIL COMPANY	WAVE TRANSIT
418 PEANUT RD	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
ELIZABETHTOWN, NC 28337	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#910-874-9876	Delivery Reference
	VILATER GREEN
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/15/23	298802				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00001933-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
CAMPBELL OIL COMPANY	WAVE TRANSIT
418 PEANUT RD	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
ELIZABETHTOWN, NC 28337	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#910-874-9876	
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/15/23	298802				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	BID #5845			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7500.00 GALLON	3.10000	23250.00
	Vendor Item			
	Inventory Item/Loc 5295			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			23250.00
	Ship To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
	Deliver To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
002	MARGIN PRICE	7500.00 EACH	0.00870	65.25
	Vendor Item			
	Inventory Item/Loc 7982			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			65.25

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	Ship To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609			

Requisition Link

Requisition Total 23315.25

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.0000.45020.	23315.25	6624241.56
WAVE TRANSIT SYSTEM EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
CCancelled	11/15/23	JAMES NEESE JR	GL Allocation, GL Allocation c
Approved	11/15/23	DONALD ROSE	Auto approved by: 9105paij
Approved	11/15/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	11/15/23	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	11/15/23	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	11/15/23	JOHN PAINE	Approved by: 9105neej
Approved	11/15/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To	Requisition 00001933-00 FY 2024
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	Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/15/23	298802				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00001935-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6060.70.00.0000.0000.0000.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

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MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 2

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CAMPBELL OIL COMPANY	WAVE TRANSIT
418 PEANUT RD	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
ELIZABETHTOWN, NC 28337	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#910-874-9876	Delivery Reference
	VILATER GREEN
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

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11/15/23	298802				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609
Delivery Reference
VILATER GREEN

Deliver To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609

Requisition Link

Requisition Total 23315.25

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

Account	Amount	Remaining Budget
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WAVE TRANSIT SYSTEM EXP FUEL & LUBRICANTS		

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Approved	11/15/23	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	11/15/23	JOHN PAINE	Approved by: 9105neej
Approved	11/15/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To	Requisition 00001935-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 3

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CAMPBELL OIL COMPANY	WAVE TRANSIT
418 PEANUT RD	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
ELIZABETHTOWN, NC 28337	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#910-874-9876	Delivery Reference
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	Deliver To
	WAVE TRANSIT
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/15/23	298802				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

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

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

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

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 007

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

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

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

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

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

FUEL

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

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

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

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

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

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

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

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

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID CONTINUATION SHEET

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

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

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

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

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

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

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

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

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

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

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

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

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

PRICING:

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

_____
Margin Price per Gallon

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

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

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

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

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

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

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

State any special conditions or ordering instructions:

No Bid Bond is required.

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

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

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

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

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

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

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

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	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:12/5/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Intterra LLC for annual subscription renewal of Intterra Operations decision-support software for MFRD.
EMS expense fund.

Amount of Contract:

$20,171.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20231122 Intterra Agenda Package POs	Cover Memo	11/22/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	11/22/2023 - 12:35 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
2164	2024	(1510) FIRE ADMINISTRATION	ANNUAL SUSCRIPTION RENEWAL OF INTTERRA OPERATIONS DECISION SUPPORT SOFTWARE FOR MFRD (PRICE QUOTE)	$20,171.00	(298142) INTTERRA, LLC.

Adopted:

_____

City Clerk

Bill To	Requisition 00002164-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6120.70.15.0000.0000.1510.0000.0000.42200. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
INTTERRA, LLC 3740 DACORO LN SUITE 200 CASTLE ROCK, CO 80109 Tel#303-929-6717	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
11/21/23	298142				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- RENEWAL OF EXISTING SOFTWARE PURCHASED PER GSA CONTRACT #GS35F307BA.			
001	SOFTWARE: INTTERRA OPERATIONS MODULE SUBSCRIPTION RENEWAL FOR 1 YEAR: DEC 15, 2023-NOV14, 2024 AS PER INVOICE 1207 Vendor Item	1.00 EACH	20171.00000	20171.00
	1 6120.70.15.0000.0000.1510.0000.0000.42200.			20171.00
	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 20171.00

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

Account	Amount	Remaining Budget
6120.70.15.0000.0000.1510.0000.0000.42200.		

Bill To	Requisition 00002164-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6120.70.15.0000.0000.1510.0000.0000.42200. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
INTTERRA, LLC 3740 DACORO LN SUITE 200 CASTLE ROCK, CO 80109 Tel#303-929-6717	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
11/21/23	298142				FIRE ADMINISTRATION

Account		Amount	Remaining Budget
		20171.00	2699741.87
EMERGENCY MEDICAL SVCS EXP	PROFESSIONAL & TECHNICAL		

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

Activity	Date	Clerk	Comment
Approved	11/22/23	DONALD ROSE	Auto approved by: 9105fola
Approved	11/22/23	SANDRA LEWIS	Auto approved by: 9105fola
Approved	11/22/23	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	11/22/23	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	11/22/23	JOHN PAINE	Auto approved by: 9105fola
Approved	11/22/23	MICHAEL SPAFFORD	Auto approved by: 9105fola
Approved	11/22/23	ANNE FOLEY	

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:12/5/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To provide pest control services for 3 years at various City of Mobile locations

Amount of Contract:

$50,134.00 per year for 3 years ($150,402.00 total contract)

Funding Source

Project # Various City of Mobile locations - Pest Control Services SC-025-23	**Discretionary Funds**
Project String 1004-3037-42140	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
SC-025-23 Various City of Mobile locations - Pest Control Services	Cover Memo	11/7/2023

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate Asset Management	Boatwright, Cassie	Approved	11/7/2023 - 5:29 PM
Budget	Sapp, Celia	Approved	11/16/2023 - 2:56 PM
Legal	Kern, Chris	Approved	11/16/2023 - 4:05 PM
			11/16/2023 -

Legal	Kern, Chris	Approved	4:06 PM
Mayors Office	Montgomery, Brandi	Approved	11/22/2023 - 12:34 PM

RESOLUTION

2023

Sponsored by:

Mayor William S. Stimpson

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

Name of Company:	REDD PEST SOLUTIONS OF THE SOUTHEAST, INC.
Project Name:	PEST CONTROL SERVICES - REBID VARIOUS CITY OF MOBILE LOCATIONS (3-YEAR SERVICE CONTRACT)
Project Number:	SC-025-23
Amount:	$150,402.00 TOTAL CONTRACT VALUE
	$ 50,134.00 FIRST YEAR $ 50,134.00 SECOND YEAR $ 50,134.00 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**: Redd Pest Solutions of the Southeast, Inc.
1273 Azalea Road
Mobile, Alabama 36693
(251) 660-1550

City of Mobile License Number: 395870

City of Mobile Vendor Number: 298752

for the following PROJECT:

PROJECT NAME: PEST CONTROL SERVICES – RE-BID
(3-YEAR SERVICE CONTRACT)

PROJECT LOCATION: VARIOUS CITY OF MOBILE LOCATIONS

PROJECT NUMBER: SC-025-23

County of Mobile
City of Mobile, Alabama

WITNESSETH, that this Service Contractor and City, for the considerations stated herein, agree as follows:

ARTICLE 1. Statement of Work to be Performed:

1.1 The Service Contractor shall furnish all labor, material, tools, equipment and supplies and perform all work required to provide pest control services 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 be commenced on the date of a written Notice to Proceed issued by the Owner. The Term of the Contract is for a period of one (1) year commencing on the date of the notice to the Service Contractor to proceed with the option to

renew for two (2) additional one-year terms, by notifying the Service Contractor not less than thirty (30) days prior to the expiration date of the preceding term. The City of Mobile shall have the right to extend the Contract at the end of the third year (Second Additional Term) at the rates listed in Year 3, Schedule of Values, for a period not to exceed sixty (60) calendar days.

ARTICLE 3. Contract Sum:

3.1 The City shall pay the Service Contractor for the Initial Term of the Contract and each of the two (2) additional terms, subject to additions and deductions provided herein, in current funds, the sum as follows:

Year 1 – Initial Term: $ 50,134.00

Year 2 – 1st Additional Term: $ 50,134.00

Year 3 – 2nd Additional Term: $ 50,134.00

Total: $ 150,402.00

(Amount in Words)

One Hundred Fifty Thousand Four Hundred Two & 00/100 Dollars ($150,402.00)
(Amount in Numbers)

3.2 Schedule of Values:

Year 1 – Initial Term:

	Facility	Address	Monthly	Quarterly	Annually
1	200 Government Street	200 Government Street	X	$65.04	$262.00
2	Aaron (Henry) Park	2010 Andrews Street	X	$4.20	$16.80
3	Animal Shelter	855 Owens Street	$18.25	X	$219.00
4	Azalea City Golf Course	1000 Gaillard Drive	$52.50	X	$630.00
5	Azalea Road Complex - Bldg #1 & #2	1301 Azalea Road	X	$81.25	$325.00
6	Azalea Road Complex – Bldg #3 (Adult Care Center)	1301 Azalea Road	X	$67.00	$268.00
7	Ben May Main Library	701 Government Street	$111.25	X	$1,335.00
8	Bienville Square Restrooms	150 Dauphin Street	X	$2.50	$10.00
9	Connie Hudson Mobile Regional Senior Community Center	3201 Hillcrest Road	$49.00	X	$588.00
10	Copeland-Cox Tennis Center	851 Gaillard Drive	X	$16.75	$67.00
11	Crawford-Murphy Park	351 South Ann Street	X	$3.25	$13.00
12	Dog River (Luscher) Park	2459 North Dog River Drive	X	$6.50	$26.00
13	Dotch Community Center & Bath House	3100 Bank Avenue	$44.00	X	$534.00

14	Electrical Department	854 Gayle Street	$42.50	X	$510.00
15	Figures (Michael) Park Community Center	1868 Allison Street	$48.50	X	$582.00
16	Fire Station #1	6801 Overlook Road	$15.50	X	$186.00
17	Fire Station #3 / Central Fire Station	701 St. Francis Street	$47.00	X	$564.00
18	Fire Station #6	2525 Hillcrest Road	$11.75	X	$141.00
19	Fire Station #7	5525 Commerce Boulevard East	$15.00	X	$180.00
20	Fire Station #9	1000 Houston Street	$6.50	X	$78.00
21	Fire Station #11	1004 South Broad Street	$13.25	X	$159.00
22	Fire Station #14	2062 Dr. Martin Luther King, Jr. Ave.	$8.50	X	$102.00
23	Fire Station #16	1651 South Maryvale Street	$14.62	X	$175.44
24	Fire Station #17	57 South Lafayette Street	$17.81	X	$213.72
25	Fire Station #18	700 Museum Drive	$15.13	X	$181.56
26	Fire Station #19	1275 Azalea Road	$11.25	X	$135.00
27	Fire Station #20	3741 Dauphin Island Parkway	$11.25	X	$135.00
28	Fire Station #21	512 Stimrad Road	$11.25	X	$135.00
29	Fire Station #22	4710 Airport Blvd.	$14.90	X	$178.80
30	Fire Station #23	2711 Airport Blvd.	$11.25	X	$135.00
31	Fire Station #26 (Public Safety Complex)	8080 Airport Blvd.	$34.07	X	$408.84
32	Fire Station #28	7050 Old Military Road	$23.25	X	$279.00
33	Fire Station Crichton	200 Davenport Avenue	$23.56	X	$282.72
34	Fire Department Central Services	2851 Old Shell Road	X	$78.50	$314.00
35	Fire Training Center	860 Owens Street	X	$5.00	$20.00
36	Fort Conde Offices & Museum	150 Royal Street	X	$60.25	$241.00
37	Fort Hardeman	720 Museum Drive	X	$35.00	$140.00
38	Garage Paint & Body Shop	901 Kelly Street	X	$52.00	$208.00
39	Government Plaza	205 Government Street	$275.00	X	$3,300.00
40	Harmon Thomas Community Center	1611 Belfast Street	$53.00	X	$645.00
41	Herndon-Sage Park	2900 Dauphin Street	X	$4.75	$19.00
42	Hillsdale Community Center	558 Felhorn Road East	$53.00	X	$636.00
43	Hillsdale Park	6024 Lorma Road	X	$6.70	$26.80
44	History Museum of Mobile	111 South Royal Street	$208.50	X	$2,502.00
45	Hope (Plateau) Community Center	850 Edwards Street	$34.75	X	$417.00
46	Hurtel Armory	1900 Hurtel Street	$122.36	X	$1,468.32
47	Kidd Park	800 East Street	X	$7.30	$29.20
48	Langan (Municipal) Park	4901 Zeigler Drive	X	$5.50	$22.00
49	Langan Park Ball Fields	4801 Museum Drive	X	$8.00	$32.00
50	Laun Park	5401 Windmill Drive	X	$6.50	$26.00
51	Lavretta Park	200 West Parkway Drive	X	$7.20	$28.80
52	Library Administrative Office Annex	702 Government Street	$7.50	X	$90.00
53	Library Administrative Offices	700 Government Street	$17.75	X	$213.00
54	Library Local History & Genealogy	753 Government Street	X	$10.00	$40.00
55	Lyons Park	180 Lyons Park Avenue	X	$6.75	$27.00
56	Magnolia Cemetery	1202 Virginia Street	X	$11.75	$47.00
57	Maitre Park	2412 Halls Mill Road	X	$6.00	$24.00
58	Matthews Park	3700 Michael Blvd.	X	$1.93	$7.72

59	McCants-Chavers Park	7220 13th Street	X	$1.43	$5.72
60	Medal of Honor Park - Gymnastics Center	1711 Hillcrest Road	X	$24.51	$98.04
61	Medal of Honor Park	1711 Hillcrest Road	X	$11.00	$42.60
62	Metro Firearms Training Facility (Main Bldg.)	12241 Tanner Williams Road	X	$5.25	$21.00
63	Michael C. Dow Amphitheater	3055-B Bank Avenue	X	$19.00	$76.00
64	Mims Park	5400 Grishilde Drive	X	$9.00	$36.00
65	Mitternight Park	5310 Colonial Oaks Drive	X	$6.00	$24.00
66	Mobile Civic Center - Arena, Expo Hall, Theater	401 Civic Center Drive	$1,001.74	X	$12,020.88
67	Mobile Museum of Art	4850 Museum Drive	X	$200.00	$800.00
68	Mobile Technology Center (MIT)	651 Church Street	$28.20	X	$338.40
69	Moorer Branch Library	4 McGregor Avenue	$32.25	X	$387.00
70	Motor Pool	745 South Broad St	X	$11.20	$44.80
71	Parks Department - Mowing Eastern Division	603 Broad Street/650 South Jefferson/ 652 South Jefferson	X	$27.75	$111.00
72	Municipal Archives	457 Church Street	$45.50	X	$546.00
73	Newhouse Park	2960 Alston Drive	X	$5.50	$22.00
74	Oakleigh House & Barracks	263 Roper Street	X	$17.00	$68.00
75	Parks Fuel Yard/ Maintenance Complex	5201 Museum Drive	X	$14.75	$59.00
76	Parkway Branch Library	1924-B Dauphin Island Parkway	$22.50	X	$270.00
77	Phoenix Fire Museum	203 S. Claiborne Street	X	$6.60	$26.40
78	Playhouse in the Park	4851 Museum Drive	X	$17.75	$71.00
79	Police Academy	1251 Virginia Street	X	$22.25	$89.00
80	Police Crime Prevention	2407 Airport Boulevard	$7.00	X	$84.00
81	Police First Precinct	850 Virginia Street	X	$16.75	$67.00
82	Police Second Precinct	5441 Hwy 90 W. Bldg C	X	$23.46	$93.84
83	Police Third Precinct	2165 St. Stephens Road	X	$24.33	$97.32
84	Police Fourth Precinct (Public Safety Complex)	8080 Airport Boulevard	X	$30.02	$120.08
85	Police Headquarters	2460 Government Boulevard	$94.40	X	$1,132.80
86	Police Impound Lot	1251 Virginia Street	X	$15.25	$183.00
87	Police Mounted Unit	1251 Virginia Street	X	$5.50	$22.00
88	Police Special Operations Facility	850 St. Anthony Street	X	$68.57	$274.28
89	Public Buildings Complex	850 & 861 Owens Street	$59.00	X	$708.00
90	Public Works Complex	770 Gayle Street	$33.37	X	$400.44
91	Richards DAR House & Coach House	256 North Joachim Street	X	$17.75	$71.00
92	Rickarby Park Recreation Center	550 Rickarby Street	$6.25	X	$75.00
93	D.I.P. Senior (S.A.I.L.) Center	1600 Boykin Boulevard	$13.68	X	$164.16
94	Sage Avenue Armory	48 North Sage Avenue	X	$40.75	$163.00
95	Saenger Theater	6 South Joachim Street	$144.50	X	$1,734.00
96	Stotts (Sam) Park	2150 Demotropolis Road	X	$5.25	$21.00

97	Seals (James) Community Center & Park	540 Texas Street	$44.25	X	$531.00
98	Special Events Office	2900 Dauphin Street	X	$15.15	$60.60
99	Springhill Recreation Center	1151 Springhill Avenue	$37.50	X	$450.00
100	Sullivan (Thomas) Community Center & Park	351 North Catherine Street	$41.49	X	$497.88
~~101~~	~~T.S.A.C. (Woodcock School)~~	~~261 Rickarby Street~~	~~X~~	~~X~~	~~X~~
102	Tardy Cottage	104 South Lawrence Street	X	$13.75	$55.00
103	Taylor Park Community Center & Pool House	1050 Baltimore Street	$40.50	X	$486.00
104	Telecommunications	107 South Royal Street	X	$19.31	$77.24
105	Traffic Engineering	852 Gayle Street	$29.00	X	$348.00
106	Tricksey Senior Center	3055 Bank Avenue	$9.50	X	$114.00
107	Trimmier Park	3600 Alba Club Road	X	$15.50	$60.00
108	Virginia Dillard Smith Library (Toulminville)	601 Stanton Road	$43.75	X	$525.00
109	West Regional Library	5555 Grelot Road	$155.00	X	$1,860.00
110	Western Administrative Complex	4851 Museum Drive	$95.75	X	$1,149.00
111	Levon Manzie Resource Center	110 North Lafayette Street	X	$18.75	$75.00
112	Gulf Quest Maritime Museum	155 South Water Street	X	$250.14	$1,000.56
113	Mobile Police Department Headquarters Building	2460 Government Street	$94.40	X	$1,132.80
114	Public Works Complex	770 Gayle Street	$33.37	X	$400.44
115	Police First Precinct	2601-D Dauphin Island Parkway	$97.50	X	$1,170.00
	Totals		**$3,655.00**	**$1,539.00**	**$50,134.00**

Year 2 – 1st Additional Term:

	Facility	Address	Monthly	Quarterly	Annually
1	200 Government Street	200 Government Street	X	$65.04	$262.00
2	Aaron (Henry) Park	2010 Andrews Street	X	$4.20	$16.80
3	Animal Shelter	855 Owens Street	$18.25	X	$219.00
4	Azalea City Golf Course	1000 Gaillard Drive	$52.50	X	$630.00
5	Azalea Road Complex - Bldg #1 & #2	1301 Azalea Road	X	$81.25	$325.00
6	Azalea Road Complex - Bldg #3 (Adult Care Center)	1301 Azalea Road	X	$67.00	$268.00
7	Ben May Main Library	701 Government Street	$49.00	X	$1,335.00
8	Bienville Square Restrooms	150 Dauphin Street	X	$2.50	$10.00
9	Connie Hudson Mobile Regional Senior Community Center	3201 Hillcrest Road	$44.50	X	$588.00
10	Copeland-Cox Tennis Center	851 Gaillard Drive	X	$16.75	$67.00
11	Crawford-Murphy Park	351 South Ann Street	X	$3.25	$13.00
12	Dog River (Luscher) Park	2459 North Dog River Drive	X	$6.50	$26.00
13	Dotch Community Center & Bath House	3100 Bank Avenue	$44.50	X	$534.00
14	Electrical Department	854 Gayle Street	$42.50	X	$510.00

15	Figures (Michael) Park Community Center	1868 Allison Street	$48.50	X	$582.00
16	Fire Station #1	6801 Overlook Road	$15.50	X	$186.00
17	Fire Station #3 / Central Fire Station	701 St. Francis Street	$47.00	X	$564.00
18	Fire Station #6	2525 Hillcrest Road	$11.75	X	$141.00
19	Fire Station #7	5525 Commerce Boulevard East	$15.00	X	$180.00
20	Fire Station #9	1000 Houston Street	$6.50	X	$78.00
21	Fire Station #11	1004 South Broad Street	$13.25	X	$159.00
22	Fire Station #14	2062 Dr. Martin Luther King, Jr. Avenue	$8.50	X	$102.00
23	Fire Station #16	1651 South Maryvale Street	$14.62	X	$175.44
24	Fire Station #17	57 South Lafayette Street	$17.81	X	$213.44
25	Fire Station #18	700 Museum Drive	$15.31	X	$181.56
26	Fire Station #19	1275 Azalea Road	$11.25	X	$135.00
27	Fire Station #20	3741 Dauphin Island Parkway	$11.25	X	$135.00
28	Fire Station #21	512 Stimrad Road	$11.25	X	$135.00
29	Fire Station #22	4710 Airport Boulevard	$14.90	X	$178.80
30	Fire Station #23	2711 Airport Boulevard	$11.25	X	$135.00
31	Fire Station #26 (Public Safety Complex)	8080 Airport Boulevard	$34.07	X	$408.84
32	Fire Station #28	7050 Old Military Road	$23.25	X	$279.00
33	Fire Station Crichton	200 Davenport Avenue	$23.56	X	$282.72
34	Fire Department Central Services	2851 Old Shell Road	X	$78.50	$314.00
35	Fire Training Center	860 Owens Street	X	$5.00	$20.00
36	Fort Conde Offices & Museum	150 Royal Street	X	$60.25	$241.00
37	Fort Hardeman	720 Museum Drive	X	$35.00	$140.00
38	Garage Paint & Body Shop	901 Kelly Street	X	$52.00	$208.00
39	Government Plaza	205 Government Street	$275.00	X	$3,300.00
40	Harmon Thomas Community Center	1611 Belfast Street	$53.00	X	$636.00
41	Herndon-Sage Park	2900 Dauphin Street	X	$4.75	$19.00
42	Hillsdale Community Center	558 Felhorn Road East	$53.00	X	$636.00
43	Hillsdale Park	6024 Lorma Road	X	$6.70	$26.80
44	History Museum of Mobile	111 South Royal Street	$208.50	X	$2,502.00
45	Hope (Plateau) Community Center	850 Edwards Street	$34.75	X	$417.00
46	Hurtel Armory	1900 Hurtel Street	$122.36	X	$1,468.32
47	Kidd Park	800 East Street	X	$7.30	$29.20
48	Langan (Municipal) Park	4901 Zeigler Drive	X	$5.50	$22.00
49	Langan Park Ball Fields	4801 Museum Drive	X	$8.00	$32.00
50	Laun Park	5401 Windmill Drive	X	$6.50	$26.00
51	Lavretta Park	200 West Parkway Drive	X	$7.20	$28.80
52	Library Administrative Office Annex	702 Government Street	$7.50	X	$90.00
53	Library Administrative Offices	700 Government Street	$17.75	X	$213.00

54	Library Local History & Genealogy	753 Government Street	X	$10.00	$40.00
55	Lyons Park	180 Lyons Park Avenue	X	$6.75	$27.00
56	Magnolia Cemetery	1202 Virginia Street	X	$11.75	$47.00
57	Maitre Park	2412 Halls Mill Road	X	$6.00	$24.00
58	Matthews Park	3700 Michael Boulevard	X	$1.93	$7.72
59	McCants-Chavers Park	7220 13th Street	X	$1.43	$5.72
60	Medal of Honor Park - Gymnastics Center	1711 Hillcrest Road	X	$24.51	$98.04
61	Medal of Honor Park	1711 Hillcrest Road	X	$11.00	$42.60
62	Metro Firearms Training Facility (Main Bldg.)	12241 Tanner Williams Road	X	$5.25	$21.00
63	Michael C. Dow Amphitheater	3055-B Bank Avenue	X	$19.00	$76.00
64	Mims Park	5400 Grishilde Drive	X	$9.00	$36.00
65	Mitternight Park	5310 Colonial Oaks Drive	X	$6.00	$24.00
66	Mobile Civic Center - Arena, Expo Hall, Theater	401 Civic Center Drive	$1,001.74	X	$12,020.88
67	Mobile Museum of Art	4850 Museum Drive	X	$200.00	$800.00
68	Mobile Technology Center (MIT)	651 Church Street	$28.20	X	$338.40
69	Moorer Branch Library	4 McGregor Avenue	$32.25	X	$387.00
70	Motor Pool	745 South Broad St	X	$11.20	$44.80
71	Parks Department - Mowing Eastern Division	603 Broad Street/650 South Jefferson/ 652 South Jefferson	X	$27.75	$111.00
72	Municipal Archives	457 Church Street	$45.50	X	$546.00
73	Newhouse Park	2960 Alston Drive	X	$5.50	$22.00
74	Oakleigh House & Barracks	263 Roper Street	X	$17.00	$68.00
75	Parks Fuel Yard/ Maintenance Complex	5201 Museum Drive	X	$14.75	$59.00
76	Parkway Branch Library	1924-B Dauphin Island Parkway	$22.50	X	$270.00
77	Phoenix Fire Museum	203 South Claiborne Street	X	$6.60	$26.40
78	Playhouse in the Park	4851 Museum Drive	X	$17.75	$71.00
79	Police Academy	1251 Virginia Street	X	$22.25	$89.00
80	Police Crime Prevention	2407 Airport Boulevard	$7.00	X	$84.00
81	Police First Precinct	850 Virginia Street	X	$16.75	$67.00
82	Police Second Precinct	5441 Hwy 90 West, Bldg C	X	$23.46	$93.84
83	Police Third Precinct	2165 St. Stephens Road	X	$24.33	$97.32
84	Police Fourth Precinct (Public Safety Complex)	8080 Airport Boulevard	X	$30.02	$120.08
85	Police Headquarters	2460 Government Boulevard	$94.40	X	$1,132.80
86	Police Impound Lot	1251 Virginia Street	X	$15.25	$183.00
87	Police Mounted Unit	1251 Virginia Street	X	$5.50	$22.00
88	Police Special Operations Facility	850 St. Anthony Street	X	$68.57	$274.28
89	Public Buildings Complex	850 & 861 Owens Street	$59.00	X	$708.00
90	Public Works Complex	770 Gayle Street	$33.37	X	$400.44
91	Richards DAR House & Coach House	256 North Joachim Street	X	$17.75	$71.00

92	Rickarby Park Recreation Center	550 Rickarby Street	$6.25	X	$75.00
93	D.I.P. Senior (S.A.I.L.) Center	1600 Boykin Boulevard	$13.68	X	$164.16
94	Sage Avenue Armory	48 North Sage Avenue	X	$40.75	$163.00
95	Saenger Theater	6 South Joachim Street	$144.50	X	$1,734.00
96	Stotts (Sam) Park	2150 Demotropolis Road	X	$5.25	$21.00
97	Seals (James) Community Center & Park	540 Texas Street	$44.25	X	$531.00
98	Special Events Office	2900 Dauphin Street	X	$15.15	$60.60
99	Springhill Recreation Center	1151 Springhill Avenue	$37.50	X	$450.00
100	Sullivan (Thomas) Community Center & Park	351 North Catherine Street	$41.49	X	$497.88
~~101~~	~~T.S.A.C. (Woodcock School)~~	~~261 Rickarby Street~~	~~X~~	~~X~~	~~X~~
102	Tardy Cottage	104 South Lawrence Street	X	$13.75	$55.00
103	Taylor Park Community Center & Pool House	1050 Baltimore Street	$40.50	X	$486.00
104	Telecommunications	107 South Royal Street	X	$19.31	$77.24
105	Traffic Engineering	852 Gayle Street	$19.90	X	$348.80
106	Tricksey Senior Center	3055 Bank Avenue	$9.50	X	$114.00
107	Trimmier Park	3600 Alba Club Road	X	$15.50	$60.00
108	Virginia Dillard Smith Library (Toulminville)	601 Stanton Road	$43.75	X	$525.00
109	West Regional Library	5555 Grelot Road	$155.00	X	$1,860.00
110	Western Administrative Complex	4851 Museum Drive	$95.75	X	$1,149.00
111	Levon Manzie Resource Center	110 North Lafayette Street	X	$18.75	$75.00
112	Gulf Quest Maritime Museum	155 South Water Street	X	$250.14	$1,000.56
113	Mobile Police Department Headquarters Building	2460 Government Street	$94.40	X	$1,132.80
114	Public Works Complex	770 Gayle Street	$33.37	X	$400.44
115	Police First Precinct	2601-D Dauphin Island Parkway	$97.50	X	$1,170.00
	Totals		**$3,655.00**	**$1,539.00**	**$50,134.00**

Year 3 – 2nd Additional Term:

	Facility	Address	Monthly	Quarterly	Annually
1	200 Government Street	200 Government Street	X	$65.04	$262.00
2	Aaron (Henry) Park	2010 Andrews Street	X	$4.20	$16.80
3	Animal Shelter	855 Owens Street	$18.25	X	$219.00
4	Azalea City Golf Course	1000 Gaillard Drive	$52.50	X	$630.00
5	Azalea Road Complex - Bldg #1 & #2	1301 Azalea Road	X	$81.25	$325.00
6	Azalea Road Complex - Bldg #3 (Adult Care Center)	1301 Azalea Road	X	$67.00	$268.00
7	Ben May Main Library	701 Government Street	$111.25	X	$1,335.00
8	Bienville Square Restrooms	150 Dauphin Street	X	$2.50	$10.00

9	Connie Hudson Mobile Regional Senior Community Center	3201 Hillcrest Road	$49.00	X	$588.00
10	Copeland-Cox Tennis Center	851 Gaillard Drive	X	$16.75	$67.00
11	Crawford-Murphy Park	351 South Ann Street	X	$3.25	$13.00
12	Dog River (Luscher) Park	2459 North Dog River Drive	X	$6.50	$26.00
13	Dotch Community Center & Bath House	3100 Bank Avenue	$44.50	X	$534.00
14	Electrical Department	854 Gayle Street	$42.50	X	$510.00
15	Figures (Michael) Park Community Center	1868 Allison Street	$48.50	X	$582.00
16	Fire Station #1	6801 Overlook Road	$15.50	X	$186.00
17	Fire Station #3 / Central Fire Station	701 St. Francis Street	$47.00	X	$564.00
18	Fire Station #6	2525 Hillcrest Road	$11.75	X	$141.00
19	Fire Station #7	5525 Commerce Boulevard East	$15.00	X	$180.00
20	Fire Station #9	1000 Houston Street	$6.50	X	$78.00
21	Fire Station #11	1004 South Broad Street	$13.25	X	$159.00
22	Fire Station #14	2062 Dr. Martin Luther King, Jr. Avenue	$8.50	X	$102.00
23	Fire Station #16	1651 South Maryvale Street	$14.62	X	$175.44
24	Fire Station #17	57 South Lafayette Street	$17.81	X	$213.72
25	Fire Station #18	700 Museum Drive	$15.13	X	$181.56
26	Fire Station #19	1275 Azalea Road	$11.25	X	$135.00
27	Fire Station #20	3741 Dauphin Island Parkway	$11.25	X	$135.00
28	Fire Station #21	512 Stimrad Road	$11.25	X	$135.00
29	Fire Station #22	4710 Airport Boulevard	$14.90	X	$178.80
30	Fire Station #23	2711 Airport Boulevard	$11.25	X	$135.00
31	Fire Station #26 (Public Safety Complex)	8080 Airport Boulevard	$34.07	X	$408.84
32	Fire Station #28	7050 Old Military Road	$23.25	X	$279.00
33	Fire Station Crichton	200 Davenport Avenue	$23.56	X	$282.72
34	Fire Department Central Services	2851 Old Shell Road	X	$78.50	$314.00
35	Fire Training Center	860 Owens Street	X	$5.00	$20.00
36	Fort Conde Offices & Museum	150 Royal Street	X	$60.25	$241.00
37	Fort Hardeman	720 Museum Drive	X	$35.00	$140.00
38	Garage Paint & Body Shop	901 Kelly Street	X	$52.00	$208.00
39	Government Plaza	205 Government Street	$275.00	X	$3,300.00
40	Harmon Thomas Community Center	1611 Belfast Street	$53.00	X	$645.00
41	Herndon-Sage Park	2900 Dauphin Street	X	$4.75	$19.00
42	Hillsdale Community Center	558 Felhorn Road East	$53.00	X	$636.00
43	Hillsdale Park	6024 Lorma Road	X	$6.70	$26.80
44	History Museum of Mobile	111 South Royal Street	$208.50	X	$2,502.00
45	Hope (Plateau) Community Center	850 Edwards Street	$34.75	X	$417.00
46	Hurtel Armory	1900 Hurtel Street	$122.36	X	$1,468.32
47	Kidd Park	800 East Street	X	$7.30	$29.20
48	Langan (Municipal) Park	4901 Zeigler Drive	X	$5.50	$22.00
49	Langan Park Ball Fields	4801 Museum Drive	X	$8.00	$32.00

50	Laun Park	5401 Windmill Drive	X	$6.50	$26.00
51	Lavretta Park	200 W. Parkway Drive	X	$7.20	$28.80
52	Library Administrative Office Annex	702 Government Street	$7.50	X	$90.00
53	Library Administrative Offices	700 Government Street	$17.75	X	$213.00
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55	Lyons Park	180 Lyons Park Avenue	X	$6.75	$27.00
56	Magnolia Cemetery	1202 Virginia Street	X	$11.75	$47.00
57	Maitre Park	2412 Halls Mill Road	X	$6.00	$24.00
58	Matthews Park	3700 Michael Boulevard	X	$1.93	$7.72
59	McCants-Chavers Park	7220 13th Street	X	$1.43	$5.72
60	Medal of Honor Park - Gymnastics Center	1711 Hillcrest Road	X	$24.51	$98.04
61	Medal of Honor Park	1711 Hillcrest Road	X	$11.00	$42.60
62	Metro Firearms Training Facility (Main Bldg.)	12241 Tanner Williams Road	X	$5.25	$21.00
63	Michael C. Dow Amphitheater	3055-B Bank Avenue	X	$19.00	$76.00
64	Mims Park	5400 Grishilde Drive	X	$9.00	$36.00
65	Mitternight Park	5310 Colonial Oaks Drive	X	$6.00	$24.00
66	Mobile Civic Center - Arena, Expo Hall, Theater	401 Civic Center Drive	$1,001.74	X	$12,020.88
67	Mobile Museum of Art	4850 Museum Drive	X	$200.00	$800.00
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69	Moorer Branch Library	4 McGregor Avenue	$32.25	X	$387.00
70	Motor Pool	745 South Broad Street	X	$11.20	$44.80
71	Parks Department - Mowing Eastern Division	603 Broad Street/650 South Jefferson/ 652 South Jefferson	X	$27.75	$111.00
72	Municipal Archives	457 Church Street	$45.50	X	$546.00
73	Newhouse Park	2960 Alston Drive	X	$5.50	$22.00
74	Oakleigh House & Barracks	263 Roper Street	X	$17.00	$68.00
75	Parks Fuel Yard/ Maintenance Complex	5201 Museum Drive	X	$14.75	$59.00
76	Parkway Branch Library	1924-B Dauphin Island Parkway	$22.50	X	$270.00
77	Phoenix Fire Museum	203 South Claiborne Street	X	$6.60	$26.40
78	Playhouse in the Park	4851 Museum Drive	X	$17.75	$71.00
79	Police Academy	1251 Virginia Street	X	$22.25	$89.00
80	Police Crime Prevention	2407 Airport Boulevard	$7.00	X	$84.00
81	Police First Precinct	850 Virginia Street	X	$16.75	$67.00
82	Police Second Precinct	5441 Hwy 90 W., Bldg C	X	$22.25	$93.84
83	Police Third Precinct	2165 St. Stephens Road	X	$24.33	$97.32
84	Police Fourth Precinct (Public Safety Complex)	8080 Airport Boulevard	X	$30.02	$120.08
85	Police Headquarters	2460 Government Boulevard	$94.40	X	$1,132.80
86	Police Impound Lot	1251 Virginia Street	X	$15.25	$183.00
87	Police Mounted Unit	1251 Virginia Street	X	$5.50	$22.00

88	Police Special Operations Facility	850 St. Anthony Street	X	$68.57	$274.28
89	Public Buildings Complex	850 & 861 Owens Street	$59.00	X	$708.00
90	Public Works Complex	770 Gayle Street	$33.37	X	$400.44
91	Richards DAR House & Coach House	256 North Joachim Street	X	$17.75	$71.00
92	Rickarby Park Recreation Center	550 Rickarby Street	$6.25	X	$75.00
93	D.I.P. Senior (S.A.I.L.) Center	1600 Boykin Boulevard	$13.68	X	$164.16
94	Sage Avenue Armory	48 North Sage Avenue	X	$40.75	$163.00
95	Saenger Theater	6 South Joachim Street	$144.50	X	$1,734.00
96	Stotts (Sam) Park	2150 Demotropolis Road	X	$5.25	$21.00
97	Seals (James) Community Center & Park	540 Texas Street	$44.25	X	$531.00
98	Special Events Office	2900 Dauphin Street	X	$15.15	$60.60
99	Springhill Recreation Center	1151 Springhill Avenue	$37.50	X	$450.00
100	Sullivan (Thomas) Community Center & Park	351 North Catherine Street	$41.49	X	$497.88
~~101~~	~~T.S.A.C. (Woodcock School)~~	~~261 Rickarby Street~~	~~X~~	~~X~~	~~X~~
102	Tardy Cottage	104 South Lawrence Street	X	$13.75	$55.00
103	Taylor Park Community Center & Pool House	1050 Baltimore Street	$40.50	X	$486.00
104	Telecommunications	107 South Royal Street	X	$19.31	$77.24
105	Traffic Engineering	852 Gayle Street	$29.00	X	$348.00
106	Tricksey Senior Center	3055 Bank Avenue	$9.50	X	$114.00
107	Trimmier Park	3600 Alba Club Road	X	$15.50	$60.00
108	Virginia Dillard Smith Library (Toulminville)	601 Stanton Road	$43.75	X	$525.00
109	West Regional Library	5555 Grelot Road	$155.00	X	$1,860.00
110	Western Administrative Complex	4851 Museum Drive	$95.75	X	$1,149.00
111	Levon Manzie Resource Center	110 North Lafayette Street	X	$18.75	$75.00
112	Gulf Quest Maritime Museum	155 South Water Street	X	$250.14	$1,000.56
113	Mobile Police Department Headquarters Building	2460 Government Street	$94.40	X	$1,132.80
114	Public Works Complex	770 Gayle Street	$33.37	X	$400.44
115	Police First Precinct	2601-D Dauphin Island Parkway	$97.50	X	$1,170.00
	Totals		**$3,655.00**	**$1,539.00**	**$50,134.00**

3.3 Unit Prices:

Hourly Rates: For work performed outside the basic scope of services and not included in the total Bid:

1. Regular Time (8:00 AM to 5:00 PM, Monday through

Friday):

Year 1: $ 95.00 per hour;
Year 2: $ 95.00 per hour;
Year 3: $ 95.00 per hour.

2. Overtime (5:00 PM to 8:00 AM, Monday through Friday, and Weekends):

Year 1: $ 142.00 per hour;
Year 2: $ 142.00 per hour;
Year 3: $ 142.00 per hour.

3. Overtime Holidays (Bidder's Holidays):

Year 1: $ 190.00 per hour;
Year 2: $ 190.00 per hour;
Year 3: $ 190.00 per hour.

Additional Material: Shall be billed at Service Contractor's direct cost plus fifteen (15%) percent.

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

3.4 Allowance:

$3,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen conditions as approved by the Owner.

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 Administrator for review and approval.

C. Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

ARTICLE 5. Termination of the Contract:

5.1 The Owner or Service Contractor may terminate the Contract upon thirty (30) days written notice. The Owner shall pay the Service Contractor for work executed and for proven loss with respect to materials, equipment, tools and reasonable overhead.

5.2 The Owner shall not make payment to the Service Contractor for profit and damages,

as the result of terminating the Contract.

ARTICLE 6. Contract Documents:

6.1 The contract documents consist of this Agreement, General Conditions of the Contract, and the Specifications (all of which are bound in the Project Manual), Addenda issued prior to the execution of the Contract, The Service Contractor's Proposal as accepted by the City, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. This Instrument (Agreement)
2. Scope of Work, dated August 9, 2023
3. Bid Form, dated September 25, 2023
4. Exhibit 1 – Locations
5. Exhibit 2 – DBE Subcontracting and Major Supplier Plan
6. Waiver of DBE Goal
7. Exhibit 3 – DBE Utilization Report
8. Secretary of State Documentation
9. E-Verify Documentation
10. Certificate of Insurance with Endorsements
11. General Conditions

ARTICLE 7. Insurance:

7.1 Required coverage:

7.1.1 On or before the inception of this Agreement, and annually thereafter for the duration of this Agreement (or longer if stated otherwise), Contractor and/or any subcontractors shall maintain the following insurance policies on a primary and non-contributing basis.

Workers' Compensation/Employer's Liability:

Regardless of any "minimum requirements" of the State of Alabama, Contractor shall obtain Workers' Compensation insurance covering all workers involved in the Project. Where applicable, U.S. Longshore and Harborworkers Compensation Act

Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy. Contractor shall also obtain Employer's Liability insurance with minimum limits of $1,000,000 each accident, $1,000,000 disease limits, and $1,000,000 each employee.

Commercial General Liability:

Contractor shall also obtain Commercial General Liability coverage with the following minimums:

- $1,000,000 each occurrence (combined single limit for bodily injury and property damage)

- $2,000,000 Products/Completed Operations aggregate

- $1,000,000 Personal and Advertising Injury per person/organization

- $2,000,000 general aggregate per project

Automobile Liability:

Contractor shall also obtain a minimum of $1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. *(If Contractor does not own an automobile, but one is used in the execution of the contract, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)*

Commercial Umbrella Liability:

Contractor shall also obtain Umbrella Liability of at least $2,000,00 per line of coverage over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability, and Professional Error and Omissions *(if required)* policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella.

Certificates of Insurance:

Contractor and/or any Subcontractor shall provide City of Mobile with valid certificates of insurance within ten (10) days from the date of issuance of contract forms for execution verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Contractor/Subcontractor's Commercial General Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. All deductibles or Self-Insured Retentions for each policy shall not exceed $10,000 unless otherwise indicated by City of Mobile. The Description section of the Certificate shall contain reference to the Project name. The Contractor shall ensure that each Subcontractor complies with the terms of this Section.

Additional Insureds:

These liability policies shall endorse City of Mobile as an **Additional Insured**. Coverage for City of Mobile and their officers, directors and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B, or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include the contractor, owner et al. as an additional insured. Additionally, Contractor agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute with this insurance. A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as:

City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

Pollution Legal Liability:

Contractor agrees to maintain Pollution Legal Liability limits of note less than $1,000,000 Each Occurrence, $2,000,000 Annual Aggregate. Contractor agrees the policy shall include a minimum three-year Discovery (tail) reporting period, and a Retroactive Date that equals or precedes the effective date of the Contract, or the performance of Work hereunder. This coverage may be provided on a Per-Project Basis.

Professional Errors and Omissions:

If "Professional" services are rendered in this service contract, then minimum coverage limits of $1,000,000 each claim and Policy Aggregate, an Extended Discovery period to apply for at least two (2) years after Contractor's work is accepted by City of Mobile and a deductible not to exceed $10,000, for which Contractor will remain solely responsible for, shall apply. OPTION- If the Self-Insured Retention (SIR) exceeds $10,000, then City of Mobile shall have the right to review the Contractor's most recent Audited financial statement.

"Claims-made" policies shall carry a retroactive date prior to the effective date of this project. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, or any other circumstance that triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this project,

then Contractor shall purchase a SERP with a minimum reporting period of not less than two (2) years. The requirement to purchase a SERP shall not relieve the Contractor of the obligation to provide replacement coverage.

Insurance Requirements for Sub-subcontractors:

Contractor shall ensure that its subcontractors of any tier shall procure and maintain insurance that complies with the requirements set forth in this Attachment A, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the sub-subcontractors entering the site.

Cancellation:

Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be modified, canceled, changed, allowed to lapse, or expire for any reason without at least thirty (30) days written notice to City of Mobile. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, the Contractor/Subcontractor shall supply City of Mobile with a new and replacement certificate of insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of City of Mobile and City of Mobile's parties as set forth above.

Waiver of Subrogation:

Contractor shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of Subrogation requirement shall not apply and Contractor shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

7.1.2 Certificate of Liability Insurance Endorsement Page

The following language shall be required on the Certificate of Insurance:

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

ARTICLE 8. Miscellaneous Provisions

8.1 Breach of Contract: In the event of any breach or apparent breach by Service Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then

and in those events, Service Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

8.2 Indemnification: Service Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Service Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Service Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Service Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

8.3 Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

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

8.5 Licenses, permits, etc.: Service Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

8.6 No Agency Relationship Created: Service Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Service Contractor provided for herein are performed, but on the contrary, Service Contractor shall be wholly responsible therefore.

8.7 Anti-discrimination: Service Contractor shall comply with all Federal, State

and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen (15%) percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

8.8 Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

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

8.10 Public contracts with entities engaging in certain boycott activities: By signing this contract, the Service Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

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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:

Redd Pest Solutions of the Southeast

Signature

Brandon Redd, Vice President
Printed Name and Corporate Title

(Corporate Seal if applicable)

ATTEST: City of Mobile

City Clerk

STATE OF Alabama
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared BRANDON REDD as VP of REDD PEST SOLUTIONS 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 25th day of October, 2023.

JAMES RAY RICH
Notary Public
Alabama State at Large

NOTARY PUBLIC
My Commission Expires: ~~My Commission Expires~~
March 31, 2025

END OF SECTION

SCOPE OF WORK
September 6, 2023

1. GENERAL REQUIREMENTS:

A. Description of Scope of Work.

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 Pest Control Services at various City of Mobile locations as listed under Exhibit 1 - Locations, in accordance with the terms of this Contract.

In order to keep pests under control, The City of Mobile has the right to request interior and / or exterior service according to the needs of each facility. .

B. COORDINATION AND SCHEDULING

1. Coordinate all work with the City of Mobile, Building Services Department, Service Contract Administrator or other authorized representative (hereafter referred to as Service Contract Administrator). A minimum of Forty-Eight (48) hours advance notice of inspection and treatment.

2. All Work shall be scheduled to minimize the disturbance and interruption of the individual department and general public.

3. At the beginning of each yearly contract period, the Service Contractor shall submit a proposed service schedule, with scheduled dates and times for each facility, to the Service Contract Administrator. The Service Contract Administrator will coordinate this schedule with the individual City of Mobile departments and will return an approval, with revisions as required, to the Service Contractor for his use in scheduling service.

4. Prior to each scheduled service, the Service Contractor shall contact the department's point of contact, to confirm the date and time for each service.

5. The Service Contract Administrator or his designated representative shall be present during service.

C. QUALITY ASSURANCE

1. Service Contractor shall be properly licensed to provide such services by governmental agencies having jurisdiction.

2. Applicators of pesticides shall be properly trained and certified and shall receive continuing education to maintain certification. Documentation of training, certification and continuing education shall be submitted to Service Contract Administrator prior to execution of Contract.

3. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

D. SUBMITTALS

1. Inspection/Service Reports:

   A. At the completion of each service call, the Service Contractor shall complete a service report indicating all service performed, and items requiring a follow up inspection. All invoices for payment shall include a copy of all Service Reports covered under that invoice.

   B. Copies of labels and Material Safety Data Sheets for all chemicals to be used shall be submitted upon the award of this contract.

E. PRODUCT HANDLING

1. Use all means necessary to protect property & buildings before, during and after treatment and to protect the treatment and materials of other work.

2. In the event of damage, immediately make all repairs and replacements necessary to the approval of the Service Contract Administrator.

F. MATERIALS

1. To the extent approved by governmental agencies having jurisdiction, use working solutions as recommended by the manufacturer for pest treatment and in accordance with National Pest Control Association standards.

2. Odorless chemicals shall be used when regular chemicals present an inconvenience (meetings, conferences, seminars, public events, etc.) to personnel or public.

3. All other materials not specifically described but required for a complete and proper pest control treatment, shall be as selected by

the Contractor subject to approval of the Service Contract Administrator.

G. INSPECTION

1. Prior to all Work of this Section, carefully inspect all buildings for any insect/vermin infestation, including but not limited to ants, roaches, termite active mud tubes, flying insects, rodents and other vermin. Report any infestations to Service Contract Administrator immediately. Avoid damage to property and protect the public, buildings, plants, furniture, etc. which maybe damaged in the process of doing work. All damage repair shall be at the Service Contractor's expense with no additional cost to the Owner.

2. In the event, upon carrying out the Work of this section the exterminator discovers pests which are not covered by these specifications, the Service Contract Administrator shall be notified immediately.

3. Do not dispose of any Pesticides, Rodenticide or other material on the property.

H. DISCREPANCIES

1. In the event of discrepancy, immediately notify the Service Contract Administrator.

I. HOURS OF WORK

1. All pest control services shall be performed and completed during regular business hours, 8 a.m. to 5 p.m., Monday through Friday, unless otherwise noted or specified.

SPECIFIC REQUIREMENTS:

A. TREATMENT

1. Preparation: Properly and thoroughly prepare all areas to receive the chemicals as specified, strictly complying with the manufacturer's recommendations.

2. Application:

   a. Apply chemicals for pest control treatment in the concentration and quantity as recommended by the manufacturer in accordance with all applicable codes.

b. All buildings shall be inspected inside and outside and serviced as designated to insure maximum repellant.

c. Thoroughly treat all interior rooms/areas and exterior areas as required to properly control all insects to include but not limited to: ants, roaches, spiders, flying insects, rodents, other vermin, and other insects not listed.

d. Re-treatment, if required due to presence of pests, shall occur within three (3) days of notification by Service Contract Administrator. Follow up treatments shall continue until pests are no longer present. Re-treatment shall be provided at no additional cost to the City.

e. Application or treatment shall be scheduled so as to offer minimum interference with normal operations.

f. After the buildings have been satisfactorily treated, a service ticket signed by the Service Contractor and Facility Manager shall be submitted to the Service Contract Administrator for approval.

g. Each service ticket shall list as a minimum, services performed, chemicals used (manufacturer and quantity), area(s) of infestation, insects sighted, droppings, etc.

h. If a facility is unable to be accessed on the scheduled date or time, for any reason, Service Contractor shall immediately notify the Service Contract Administrator. Service Contractor shall make every effort to arrange for treatment as soon as possible after the scheduled time/date and prior to submitting an invoice for the work.

i. Service tickets shall be numbered according to the facilities listed and shall accompany the Invoice for payment.

j. Bait rodenticide shall be placed in tamper proof boxes. Bait stations shall be properly labeled, initialed, and dated at the time of service on the station.

k. Service Contract technician shall report to the designated Facility Manager twice during each pest control service; once when arriving at the facility to check the sighting log and again, before leaving to discuss the service performed and any corrective actions taken.

l. Service Contractor shall respond to all pest control problem as designated.

B. CLEAN-UP

1. Upon completion of scheduled pest control services, leave all areas in a clean and orderly condition subject to the approval of the Service Contract Administrator.

C. FACILITY LOCATIONS AND SERVICE SCHEDULE

1. All facilities listed below shall be included for pest control service treatment. Unless otherwise noted, ALL individual buildings or structures, including all storage or other accessory buildings, located at the facility address shall receive pest control service treatment. Parks & Recreation facilities shall include ALL community and recreation center buildings, concession and restroom buildings, press boxes, storage buildings, pavilions, or other facilities where applicable.

2. All buildings listed shall receive pest control service treatment either monthly (noted as "M"), or quarterly (noted as "Q"),as shown in Exhibit 1 - Locations.

Additional Services:

The City of Mobile may, during the term of this Agreement, request for Additional Services for new pests discovered: birds, wasps, bees, and other pests not covered by this Agreement. The Service Contractor shall provide a written quote for the service requested based on the Unit Pricing section 3.3 of this Agreement.

END OF SECTION

EXHIBIT 1 – LOCATIONS

	Facility	Address		Square Footage	Scheduled Service
1	200 Government Street - Office Building	200 Government Street	Mobile, AL 36602	26,200 SF	Q
2	Aaron (Henry) Park	2010 Andrews Street	Mobile, AL 36617	1,681 SF	Q
3	Animal Shelter	855 Owens Street	Mobile, AL 36604	7,300 SF	M
4	Azalea City Golf Course	1000 Gaillard Drive	Mobile, AL 36608	Clubhouse/Pro Shop 7,900 SF - Work Shop/Admin 5,100 SF - Cart Storage 6,800 - Old Maintenance Shop 1,200 SF	M
5	Azalea Road Complex - Bldg #1 & #2	1301 Azalea Road	Mobile, AL 36693	Bldg #1 (32,000 SF) - Bldg #2 (8,500 SF)	Q
6	Azalea Road Complex - Bldg #3 (Adult Care Center)	1301 Azalea Road	Mobile, AL 36693	26,800 SF	Q
7	Ben May Main Library	701 Government Street	Mobile, AL 36602	44,500 SF	M
8	Bienville Square Restrooms	150 Dauphin Street	Mobile, AL 36602	1,000 SF	Q
9	Connie Hudson Mobile Regional Senior Community Center	3201 Hillcrest Road	Mobile, AL 36695	19,600 SF	M
10	Copeland-Cox Tennis Center	851 Gaillard Drive	Mobile, AL 36608	Pro Shop/Clubhouse (West) 4,000 SF - Administration (East) 2,700 SF	Q
11	Crawford-Murphy Park	351 South Ann Street	Mobile, AL 36604	1,300 SF	Q
12	Dog River (Luscher) Park	2459 N. Dog River Drive	Mobile, AL 36605	2,600 SF	Q
13	Dotch Community Center & Bath House	3100 Bank Avenue	Mobile, AL 36617	Community Center 16,300 SF - Bath House 1,500 SF	M
14	Electrical Department	854 Gayle Street	Mobile, AL 36604	Office/Warehouse 10,400 SF - Signal Shop 5,300 SF - Storage Bldg. #1 (700 SF) - Storage Bldg. #2 (700 SF)	M
15	Figures (Michael) Community Center	1868 Allison Street	Mobile, AL 36617	Community Center 16,700 SF - Recreation Center 1,500 SF - Pool House 1,200 SF - Pool	M
				Equipment Bldg. 600 SF	
16	Fire Station #1 (Freeman)	6801 Overlook Road	Mobile, AL 36618	6,200 SF	M
17	Fire Station #3 (Central Fire Station)	701 St. Francis Street	Mobile, AL 36602	18,800 SF	M

18	Fire Station #6 (Edwards)	2525 Hillcrest Road	Mobile, AL 36695	4,700 SF	M
19	Fire Station #7 (Seelhorst)	5525 Commerce Boulevard East	Mobile, AL 36619	6,000 SF	M
20	Fire Station #9 (Husband)	1000 Houston Street	Mobile, AL 36606	2,600 SF	M
21	Fire Station #11 (Willett)	1004 South Broad Street	Mobile, AL 36603	5,300 SF	M
22	Fire Station #14 (Toulminville)	2062 Dr. Martin Luther King Ave.	Mobile, AL 36617	3,400 SF	M
23	Fire Station #16 (Lathan)	1651 S. Maryvale Street	Mobile, AL 36605	5,850 SF	M
24	Fire Station #17 (Melton)	57 South Lafayette Street	Mobile, AL 36604	7,124 SF	M
25	Fire Station #18 (Springhill)	700 Museum Drive	Mobile, AL 36608	6,053 SF	M
26	Fire Station #19 (McCosker)	1275 Azalea Road	Mobile, AL 36693	4,500 SF	M
27	Fire Station #20 (Petry)	3741 Dauphin Island Parkway	Mobile, AL 36605	4,500 SF	M
28	Fire Station #21 (Reid)	512 Stimrad Road	Mobile, AL 36610	4,500 SF	M
29	Fire Station #22 (Tapia)	4710 Airport Boulevard	Mobile, AL 36608	5,960 SF	M
30	Fire Station #23 (Simon)	2711 Airport Boulevard	Mobile, AL 36606	4,500 SF	M
31	Fire Station #26 (Public Safety Complex)	8080 Airport Boulevard	Mobile, AL 36608	13,629 SF	M
32	Fire Station #28 (Berger)	7050 Old Military Road	Mobile, AL 36582	9,300 SF	M
33	Fire Station (Crichton)	200 Davenport Avenue	Mobile, AL 36607	9,427 SF	M
34	Fire Department Central Services	2851 Old Shell Road	Mobile, AL 36607	31,400 SF	Q
35	Fire Training Center	860 Owens Street	Mobile, AL 36604	2,000 SF	Q
36	Fort Conde Offices & Museum	150 Royal Street	Mobile, AL 36602	24,100 SF	Q
37	Fort Hardeman	720 Museum Drive	Mobile, AL 36608	14,000 SF	Q
38	Garage Paint & Body Shop	901 Kelly Street	Mobile, AL 36604	20,800 SF	Q
39	Government Plaza (City Offices/Courtrooms/Chambers)	205 Government Street	Mobile, AL 36602	110,000 SF	M
40	Harmon Thomas Community Center	1611 Belfast Street	Mobile, AL 36605	21,500 SF	M
41	Herndon-Sage Park	2900 Dauphin Street	Mobile, AL 36606	Concession and Restrooms – 1,900 SF	Q

42	Hillsdale Community Center	558 Felhorn Road East	Mobile, AL 36608	Community Center 20,000 SF - Pool House 1,500 SF	M
43	Hillsdale Park	6024 Lorma Road	Mobile, AL 36608	Concession/Restroo m Bldg. 1,000 SF - Recreation Center 1,680	Q
44	History Museum of Mobile	111 South Royal Street	Mobile, AL 36602	83,400 SF	M
45	Hope (Plateau) Community Center	850 Edwards Street	Mobile, AL 36610	13,900 SF	M
46	Hurtel (Ft. Wright) Armory	1900 Hurtel Street	Mobile, AL 36605	Offices 38,144 SF - Maintenance 6,000 SF - Storage 4,800	M
47	Kidd Park	800 East Street	Mobile, AL 36610	Recreation Center 1,400 SF - Pool House 1,900 SF	Q
48	Langan (Municipal) Park	4801 Zeigler Drive	Mobile, AL 36608	Playground Restroom A 1,100 SF - Playground Restroom B 1,100 SF	Q
49	Langan Park Ball Fields	4901 Museum Drive	Mobile, AL 36608	Equipment Storage/Restrooms 3,200 SF	Q
50	Laun Park	5401 Windmill Drive	Mobile, AL 36693	2,600 SF	Q
51	Lavretta Park	200 W. Parkway Drive	Mobile, AL 36608	2,880 SF	Q
52	Library Administrative Office Annex	702 Government Street	Mobile, AL 36602	3,000 SF	M
53	Library Administrative Offices	700 Government Street	Mobile, AL 36602	Offices 6,100 SF - Garage 1,100 SF	M
54	Library Local History & Genealogy	753 Government Street	Mobile, AL 36602	4,000 SF	Q
55	Lyons Park	180 Lyons Park Avenue	Mobile, AL 36604	2,700 SF	Q
56	Magnolia Cemetery	1202 Virginia Street	Mobile, AL 36604	Administration Bldg 2,800 SF - Storage Bldg. 1,900 SF	Q
57	Maitre Park	2412 Halls Mill Road	Mobille, AL 36606	2,400 SF	Q
58	Matthews Park	3700 Michael Blvd.	Mobile, AL 36609	775 SF	Q
59	McCants-Chavers (Mobile Terrace) Park	7220 13th Street	Mobile, AL 36608	575 SF	Q
60	Medal of Honor Park - Gymnastics Center	1711 Hillcrest Road	Mobile, AL 36695	9,804 SF	Q

61	Medal of Honor Park	1711 Hillcrest Road	Mobile, AL 36695	Restrooms 912 SF - Concessions 1,850 SF - Press Box 500 SF - Tennis Center 1,000 SF	Q
62	Metro Firearms Training Facility (Main Bldg.)	12241 Tanner Williams Road	Mobile, AL 36608	2,100 SF	Q
63	Michael C. Dow Amphitheater	3055-B Bank Avenue	Mobile, AL 36617	7,600 SF	Q
64	Mims Park	5400 Grishilde Drive	Mobile, AL 36693	Office 600 SF - Concession/ Restroom Bldg B (1,500 SF) - Concession/Restroo m Bldg C (1,500 SF)	Q
65	Mitternight Park	5310 Colonial Oaks Drive	Mobile, AL 36618	2,400 SF	Q
66	Mobile Civic Center - Arena, Expo Hall, Theater	401 Civic Center Drive	Mobile, AL 36602	400,670 SF	M
67	Mobile Museum of Art	4850 Museum Drive	Mobile, AL 36608	80,000 SF	Q
68	Mobile Technology Center (MIT)	651 Church Street	Mobile, AL 36602	11,280 SF	M
69	Moorer Branch Library (Springhill)	4 McGregor Avenue	Mobile, AL 36608	12,900 SF	M
70	Motor Pool	745 South Broad Street	Mobile, AL 36603	Offices/Shop 4,480 SF	Q
71	Municipal Archives	457 Church Street	Mobile, AL 36602	18,200 SF	M
72	Newhouse Park	2960 Alston Drive	Mobile, AL 36605	2,200 SF	Q
73	Oakleigh House & Barracks	263 Roper Street	Mobile, AL 36604	Museum (House) 5,600 SF - Cook's Quarters 1,200 SF	Q
74	Parks Department - Mowing Eastern Division	603 Broad Street/650 South Jefferson/ 652 South Jefferson	Mobile, AL 36603	Main Office 9,000 SF - Landscape Services - 1,100 SF - Maintenance Division 1,000 SF	Q
75	Parks Department - Fuel Yard/ Maintenance Complex	5201 Museum Drive	Mobile, AL 36608	Office 900 SF - Warehouse/Supply 2,400SF - Equip Storage 2,600SF	Q
76	Parkway Branch Library	1924-B Dauphin Island Parkway	Mobile, AL 36605	9,000 SF	M
77	Phoenix Fire Museum	203 S. Claiborne Street	Mobile, AL 36602	3,300 SF	Q
78	Playhouse in the Park	4851 Museum Drive	Mobile, AL 36608	Theater 4,700 SF - Storage 2,400 SF	Q
79	Police Academy	1251 Virginia Street	Mobile, AL 36604	8,900 SF	Q

80	Police Crime Prevention	2407 Airport Boulevard	Mobile, AL 36606	2,800 SF	M
81	Police First Precinct	850 Virginia Street	Mobile, AL 36603	6,700 SF	Q
82	Police Second Precinct	5441 Hwy 90 W. Bldg C	Mobile, AL 36619	9,384 SF	Q
83	Police Third Precinct	2165 St. Stephens Road	Mobile, AL 36617	9,735 SF	Q
84	Police Fourth Precinct (Public Safety Complex)	8080 Airport Boulevard	Mobile, AL 36608	12,008 SF	Q
85	Police Headquarters	2460 Government Boulevard	Mobile, AL 36606	37,760 SF	M
86	Police Impound Lot	1251 Virginia Street	Mobile, AL 36604	6,100 SF	Q
87	Police Mounted Unit	1251 Virginia Street	Mobile, AL 36604	nit 2,200 SF	Q
88	Police Special Operations Facility	850 St. Anthony Street	Mobile, AL 36603	27,430 SF	Q
89	Public Buildings Complex	850 & 861 Owens Street	Mobile, AL 36604	Office/Shop 15,700 SF - Welding Shop 4,100 SF - Roof/Fence Shop 2,300 SF - Storage Bldg 1,500 SF	M
90	Public Works Complex	770 Gayle Street	Mobile, AL 36604	Admin/ Garage 76,000 SF - Streets & Drainage Office 3,600 SF - Sanitation Dept. 2,150 SF	M
91	Richards DAR House & Coach House	256 North Joachim Street	Mobile, AL 36603	Main House 6,400 SF - Coach House 700 SF	Q
92	Rickarby Park Recreation Center	550 Rickarby Street	Mobile, AL 36608	2,500 SF	M
93	D.I.P. Senior Center Center	1600 Boykin Boulevard	Mobile, AL 36605	5,475 SF	M
94	Sage Avenue Armory	48 N. Sage Avenue	Mobile, AL 36607	16,300 SF	Q
95	Saenger Theater	6 South Joachim Street	Mobile, AL 36602	57,800 SF	M
96	Stotts (Sam) Park	2150 Demotropolis Road	Mobile, AL 36693	Recreation Center 1,600 SF - Restroom 500 SF	Q
97	Seals (James) Community Center & Park	540 Texas Street	Mobile, AL 36603	Community Center 16,100 SF - Concession/ Restroom 1,600 SF	M

98	Special Events Office	2900 Dauphin Street	Mobile, AL 36606	6,060 SF	Q
99	Springhill Recreation Center	1151 Springhill Avenue	Mobile, AL 36604	15,000 SF	M
100	Sullivan (Thomas) Community Center & Park	351 North Catherine Street	Mobile, AL 36603	Community Center 15,207 SF - Concession/ Restroom 1,393 SF	M
~~101~~	~~T.S.A.C. (Woodcock School)~~	~~261 Rickarby Street~~	~~Mobile, AL 36606~~	~~29,147 SF~~	~~Q~~
102	Tardy Cottage	104 S. Lawrence Street	Mobile, AL 36602	5,500 SF	Q
103	Taylor Park Community Center & Pool House	1050 Baltimore Street	Mobile, AL 36604	Community Center 13,600 SF - Pool House 2,600 SF	M
104	Telecommunications	107 South Royal Street	Mobile, AL 36602	7,725 SF	Q
105	Traffic Engineering	852 Gayle Street	Mobile, AL 36604	Office 3,500 SF - Sign Shop 4,300 SF - Vehicle Warehouse 3,000 SF - Storage 800 SF	M
106	Tricksey Senior Center	3055 Bank Avenue	Mobile, AL 36617	3,600 SF	M
107	Trimmier Park	3600 Alba Club Road	Mobile, AL 36605	Recreation Center 1,100 SF - Restroom/Concessio n 1,600 SF - Stadium Locker Rooms/Concession 3,500 SF	Q
108	Viginia Dillard Smith Library (Toulminville)	601 Stanton Road	Mobile, AL 36617	17,500 SF	M
109	West Regional Library	5555 Grelot Road	Mobile, AL 36609	62,000 SF	M
110	Western Administrative Complex (WAC)	4851 Museum Drive	Mobile, AL 36608	Admin. Bldg #1 (14,900 SF) -Admin Bldg. #2 (15,300 SF) - Admin Bldg. #3 (1,700 SF) - Admin Bldg #10 (2,700 SF) - Admin Bldg. #11 (2,500 SF) - Admin Bldg. #12 (2,500 SF) - Storage Bldg (1,200 SF)	M
111	Levon Manzie Resource Center	110 N. Lafayette Street	Mobile, AL 36604		M

112	Gulf Quest Maritime Museum	155 South Water Street	Mobile, AL 36603	100,000 SF	Q
113	Mobile Police Department Headquarters Building	2460 Government Street	Mobile, AL 36606	37,760 SF	M
114	Public Works Complex	770 Gayle Street	Mobile, AL 36604	Main Bldg - Shop / Admin (76,000 SF) Street & Drainage Office (3,600 SF) Sanitation Department (2,150 SF) Old Wash Bay (2,100 SF) New Wash Bay (2,100 SF) Open Shed A (46,100 SF) Open Shed B (28,300 SF)	M
115	Police First Precinct	2601 – D Dauphin Island Parkway	Mobile, AL 36605	14,982 SF	M

BID FORM Addendum 1

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: SERVICE CONTRACT – VARIOUS CITY OF MOBILE FACILITIES – PEST CONTROL SERVICES – RE-BID

PROJECT LOCATION: VARIOUS CITY OF MOBILE LOCATIONS

PROJECT NO.: SC-025-23

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 September 6, 2023; and all ***Addendum (a) Number (s)*** _____, ***dated*** _____, ***2023 (CAUTION:*** 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: Redd Pest Solutions of the Southeast

ADDRESS: 1273 Azalea Rd Mobile, AL 36693 **PHONE** 251-660-1550

CITY OF MOBILE BUSINESS LICENSE NUMBER: 395870

CITY OF MOBILE VENDOR NUMBER: _____

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 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. The City of Mobile shall have the right to extend the Contract at the end of the third year (2nd Additional Term) at the rates listed in Year 3, Schedule of Values, for a period not to exceed Sixty (60) calendar days.

Bids shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents. In case of discrepancy, the amount in words shall govern.

BASE BID – A specified in section 01000 – Scope of Work

Year 1 – Initial Term: $ 50,134 .00

Year 2 – 1st Additional term: $ 50,134 .00

Year 3 – 2nd Additional term: $ 50,134 .00

Total Base Bid Amount: ***$ 150,402 .00***

Total Base Bid Amount: One Hundred Fifty Thousand Four Hundred Two
Amount in Words

Dollars & No Cents $ 150,402 ***.00***
Amount in #'s

Year 1 – Initial Term:

	Facility	Address	Monthly	Quarterly	Annually
1	200 Government Street	200 Government St	X	$ 65.04	$ 262
2	Aaron (Henry) Park	2010 Andrews St	X	$ 4.20	$ 16.80
3	Animal Shelter	855 Owens Street	$ 18.25	X	$ 219
4	Azalea City Golf Course	1000 Gaillard Drive	$ 52.50	X	$ 630
5	Azalea Road Complex - Bldg #1 & #2	1301 Azalea Road	X	$ 81.25	$ 325
6	Azalea Road Complex - Bldg #3 (Adult Care Center)	1301 Azalea Road	X	$ 67	$ 268
7	Ben May Main Library	701 Government St	$ 111.25	X	$ 1335
8	Bienville Square Restrooms	150 Dauphin Street	X	$ 2.50	$ 10
9	Connie Hudson Mobile Regional Senior Community Center	3201 Hillcrest Road	$ 49	X	$ 588
10	Copeland-Cox Tennis Center	851 Gaillard Drive	X	$ 16.75	$ 67
11	Crawford-Murphy Park	351 South Ann Street	X	$ 3.25	$ 13
12	Dog River (Luscher) Park	2459 N. Dog River Dr	X	$ 6.50	$ 26
13	Dotch Community Center & Bath House	3100 Bank Avenue	$ 44.50	X	$ 534
14	Electrical Department	854 Gayle Street	$ 42.50	X	$ 510

15	Figures (Michael) Park Community Center	1868 Allison Street	$ 48.50	X	$ 582
16	Fire Station #1	6801 Overlook Road	$ 15.50	X	$ 186
17	Fire Station #3 / Central Fire Station	701 St. Francis Street	$ 47	X	$ 564
18	Fire Station #6	2525 Hillcrest Road	$ 11.75	X	$ 141
19	Fire Station #7	5525 Commerce Boulevard East	$ 15	X	$ 180
20	Fire Station #9	1000 Houston Street	$ 6.50	X	$ 78
21	Fire Station #11	1004 South Broad St	$ 13.25	X	$ 159
22	Fire Station #14	2062 Dr. Martin Luther King, Jr. Ave	$ 8.50	X	$ 102
23	Fire Station #16	1651 S. Maryvale St	$ 14.62	X	$ 175.44
24	Fire Station #17	57 South Lafayette St	$ 17.81	X	$ 213.72
25	Fire Station #18	700 Museum Drive	$ 15.13	X	$ 181.56
26	Fire Station #19	1275 Azalea Road	$ 11.25	X	$ 135
27	Fire Station #20	3741 Dauphin Island Parkway	$ 11.25	X	$ 135
28	Fire Station #21	512 Stimrad Road	$ 11.25	X	$ 135
29	Fire Station #22	4710 Airport Blvd.	$ 14.90	X	$ 178.80
30	Fire Station #23	2711 Airport Blvd	$ 11.25	X	$ 135
31	Fire Station #26 (Public Safety Complex)	8080 Airport Blvd.	$ 34.07	X	$ 408.84
32	Fire Station #28	7050 Old Military Rd	$ 23.25	X	$ 279
33	Fire Station Crichton	200 Davenport Ave	$ 23.56	X	$ 282.72
34	Fire Department Central Services	2851 Old Shell Road	X	$ 78.50	$ 314
35	Fire Training Center	860 Owens Street	X	$ 5	$ 20
36	Fort Conde Offices & Museum	150 Royal Street	X	$ 60.25	$ 241
37	Fort Hardeman	720 Museum Drive	X	$ 35	$ 140
38	Garage Paint & Body Shop	901 Kelly Street	X	$ 52	$ 208
39	Government Plaza	205 Government St.	$ 275	X	$ 3300
40	Harmon Thomas Community Center	1611 Belfast Street	$ 53	X	$ 645
41	Herndon-Sage Park	2900 Dauphin Street	X	$ 4.75	$ 19
42	Hillsdale Community Center	558 Felhorn Road East	$ 53	X	$ 636
43	Hillsdale Park	6024 Lorma Road	X	$ 6.70	$ 26.80
44	History Museum of Mobile	111 South Royal Street	$ 208.50	X	$ 2502
45	Hope (Plateau) Community Center	850 Edwards Street	$ 34.75	X	$ 417
46	Hurtel Armory	1900 Hurtel Street	$ 122.36	X	$ 1468.32
47	Kidd Park	800 East Street	X	$ 7.30	$ 29.20
48	Langan (Municipal) Park	4901 Zeigler Drive	X	$ 5.50	$ 22
49	Langan Park Ball Fields	4801 Museum Drive	X	$ 8	$ 32
50	Laun Park	5401 Windmill Drive	X	$ 6.50	$ 26
51	Lavretta Park	200 W. Parkway Drive	X	$ 7.20	$ 28.80
52	Library Administrative Office Annex	702 Government St	$ 7.50	X	$ 90
53	Library Administrative Offices	700 Government St	$ 17.75	X	$ 213
54	Library Local History & Genealogy	753 Government St	X	$ 10	$ 40
55	Lyons Park	180 Lyons Park Ave	X	$ 6.75	$ 27
56	Magnolia Cemetery	1202 Virginia Street	X	$ 11.75	$ 47
57	Maitre Park	2412 Halls Mill Road	X	$ 6	$ 24
58	Matthews Park	3700 Michael Blvd.	X	$ 1.93	$ 7.72

59	McCants-Chavers Park	7220 13th Street	X	$ 1.43	$ 5.72
60	Medal of Honor Park - Gymnastics Center	1711 Hillcrest Road	X	$ 24.51	$ 98.04
61	Medal of Honor Park	1711 Hillcrest Road	X	$ 11	$ 42.60
62	Metro Firearms Training Facility (Main Bldg.)	12241 Tanner Williams Road	X	$ 5.25	$ 21
63	Michael C. Dow Amphitheater	3055-B Bank Avenue	X	$ 19	$ 76
64	Mims Park	5400 Grishilde Drive	X	$ 9	$ 36
65	Mitternight Park	5310 Colonial Oaks Drive	X	$ 6	$ 24
66	Mobile Civic Center - Arena, Expo Hall, Theater	401 Civic Center Drive	$ 1001.74	X	$ 12020.88
67	Mobile Museum of Art	4850 Museum Drive	X	$ 200	$ 800
68	Mobile Technology Center (MIT)	651 Church Street	$ 28.20	X	$ 338.40
69	Moorer Branch Library	4 McGregor Avenue	$ 32.25	X	$ 387
70	Motor Pool	745 South Broad St	X	$ 11.20	$ 44.80
71	Parks Department - Mowing Eastern Division	603 Broad Street/650 South Jefferson/ 652 South Jefferson	X	$ 27.75	$ 111
72	Municipal Archives	457 Church Street	$ 45.50	X	$ 546
73	Newhouse Park	2960 Alston Drive	X	$ 5.50	$ 22
74	Oakleigh House & Barracks	263 Roper Street	X	$ 17	$ 68
75	Parks Fuel Yard/ Maintenance Complex	5201 Museum Drive	X	$ 14.75	$ 59
76	Parkway Branch Library	1924-B Dauphin Island Parkway	$ 22.50	X	$ 270
77	Phoenix Fire Museum	203 S. Claiborne Street	X	$ 6.60	$ 26.40
78	Playhouse in the Park	4851 Museum Drive	X	$ 17.75	$ 71
79	Police Academy	1251 Virginia Street	X	$ 22.25	$ 89
80	Police Crime Prevention	2407 Airport Boulevard	$ 7	X	$ 84
81	Police First Precinct	850 Virginia Street	X	$ 16.75	$ 67
82	Police Second Precinct	5441 Hwy 90 W. Bldg C	X	$ 23.46	$ 93.84
83	Police Third Precinct	2165 St. Stephens Road	X	$ 24.33	$ 97.32
84	Police Fourth Precinct (Public Safety Complex)	8080 Airport Boulevard	X	$ 30.02	$ 120.08
85	Police Headquarters	2460 Government Blvd	$ 94.40	X	$ 1132.80
86	Police Impound Lot	1251 Virginia Street	X	$ 15.25	$ 183
87	Police Mounted Unit	1251 Virginia Street	X	$ 5.50	$ 22
88	Police Special Operations Facility	850 St. Anthony Street	X	$ 68.57	$ 274.28
89	Public Buildings Complex	850 & 861 Owens Street	$ 59	X	$ 708
90	Public Works Complex	770 Gayle Street	$ 33.37	X	$ 400.44
91	Richards DAR House & Coach House	256 North Joachim Street	X	$ 17.75	$ 71
92	Rickarby Park Recreation Center	550 Rickarby Street	$ 6.25	X	$ 75
93	D.I.P. Senior (S.A.I.L.) Center	1600 Boykin Boulevard	$ 13.68	X	$ 164.16
94	Sage Avenue Armory	48 N. Sage Avenue	X	$ 40.75	$ 163
95	Saenger Theater	6 South Joachim St	$ 144.50	X	$ 1734

96	Stotts (Sam) Park	2150 Demotropolis Road	X	$ 5.25	$ 21
97	Seals (James) Community Center & Park	540 Texas Street	$ 44.25	X	$ 531
98	Special Events Office	2900 Dauphin Street	X	$ 15.15	$ 60.60
99	Springhill Recreation Center	1151 Springhill Avenue	$ 37.50	X	$ 450
100	Sullivan (Thomas) Community Center & Park	351 North Catherine Street	$ 41.49	X	$ 497.88
~~101~~	~~T.S.A.C. (Woodcock School)~~	~~261 Rickarby Street~~	~~X~~	~~$~~	~~$~~
102	Tardy Cottage	104 S. Lawrence Street	X	$ 13.75	$ 55
103	Taylor Park Community Center & Pool House	1050 Baltimore Street	$ 40.50	X	$ 486
104	Telecommunications	107 South Royal Street	X	$ 19.31	$ 77.24
105	Traffic Engineering	852 Gayle Street	$ 29	X	$ 348
106	Tricksey Senior Center	3055 Bank Avenue	$ 9.50	X	$ 114
107	Trimmier Park	3600 Alba Club Road	X	$ 15.50	$ 60
108	Virginia Dillard Smith Library (Toulminville)	601 Stanton Road	$ 43.75	X	$ 525
109	West Regional Library	5555 Grelot Road	$ 155	X	$ 1860
110	Western Administrative Complex	4851 Museum Drive	$ 95.75	X	$ 1149
111	Levon Manzie Resource Center	110 N. Lafayette Street	X	$ 18.75	X 75
112	Gulf Quest Maritime Museum	155 South Water Street	X	$ 250.14	X 1000.56
113	Mobile Police Department Headquarters Building	2460 Government Street	$ 94.40	X	X 1132.80
114	Public Works Complex	770 Gayle Street	$ 33.37	X	X 400.44
115	Police First Precinct	2601 – D Dauphin Island Parkway	$ 97.50	X	X 1170
	Totals		$ 3,655.00	$ 1,539.00	$ 50,134.00

Year 2 – 1st Additional Term:

	Facility	Address	Monthly	Quarterly	Annually
1	200 Government Street	200 Government St	X	$ 65.04	$ 262
2	Aaron (Henry) Park	2010 Andrews St	X	$ 4.20	$ 16.80
3	Animal Shelter	855 Owens Street	$ 18.25	X	$ 219
4	Azalea City Golf Course	1000 Gaillard Drive	$ 52.50	X	$ 630
5	Azalea Road Complex - Bldg #1 & #2	1301 Azalea Road	X	$ 81.25	$ 325
6	Azalea Road Complex - Bldg #3 (Adult Care Center)	1301 Azalea Road	X	$ 67	$ 268
7	Ben May Main Library	701 Government St	$ 49	X	$ 1335
8	Bienville Square Restrooms	150 Dauphin Street	X	$ 2.50	$ 10
9	Connie Hudson Mobile Regional Senior Community Center	3201 Hillcrest Road	$ 44.50	X	$ 588
10	Copeland-Cox Tennis Center	851 Gaillard Drive	X	$ 16.75	$ 67
11	Crawford-Murphy Park	351 South Ann Street	X	$ 3.25	$ 13

12	Dog River (Luscher) Park	2459 N. Dog River Dr	X	$ 6.50	$ 26
13	Dotch Community Center & Bath House	3100 Bank Avenue	$ 44.50	X	$ 534
14	Electrical Department	854 Gayle Street	$ 42.50	X	$ 510
15	Figures (Michael) Park Community Center	1868 Allison Street	$ 48.50	X	$ 582
16	Fire Station #1	6801 Overlook Road	$ 15.50	X	$ 186
17	Fire Station #3 / Central Fire Station	701 St. Francis Street	$ 47	X	$ 564
18	Fire Station #6	2525 Hillcrest Road	$ 11.75	X	$ 141
19	Fire Station #7	5525 Commerce Boulevard East	$ 15	X	$ 180
20	Fire Station #9	1000 Houston Street	$ 6.50	X	$ 78
21	Fire Station #11	1004 South Broad St	$ 13.25	X	$ 159
22	Fire Station #14	2062 Dr. Martin Luther King, Jr. Ave	$ 8.50	X	$ 102
23	Fire Station #16	1651 S. Maryvale St	$ 14.62	X	$ 175.44
24	Fire Station #17	57 South Lafayette St	$ 17.81	X	$ 213.44
25	Fire Station #18	700 Museum Drive	$ 15.13	X	$ 181.56
26	Fire Station #19	1275 Azalea Road	$ 11.25	X	$ 135
27	Fire Station #20	3741 Dauphin Island Parkway	$ 11.25	X	$ 135
28	Fire Station #21	512 Stimrad Road	$ 11.25	X	$ 135
29	Fire Station #22	4710 Airport Blvd.	$ 14.90	X	$ 178.80
30	Fire Station #23	2711 Airport Blvd	$ 11.25	X	$ 135
31	Fire Station #26 (Public Safety Complex)	8080 Airport Blvd.	$ 34.07	X	$ 408.84
32	Fire Station #28	7050 Old Military Rd	$ 23.25	X	$ 279
33	Fire Station Crichton	200 Davenport Ave	$ 23.56	X	$ 282.72
34	Fire Department Central Services	2851 Old Shell Road	X	$ 78.50	$ 314
35	Fire Training Center	860 Owens Street	X	$ 5	$ 20
36	Fort Conde Offices & Museum	150 Royal Street	X	$ 60.25	$ 241
37	Fort Hardeman	720 Museum Drive	X	$ 35	$ 140
38	Garage Paint & Body Shop	901 Kelly Street	X	$ 52	$ 208
39	Government Plaza	205 Government St.	$ 275	X	$ 3300
40	Harmon Thomas Community Center	1611 Belfast Street	$ 53	X	$ 636
41	Herndon-Sage Park	2900 Dauphin Street	X	$ 4.75	$ 19
42	Hillsdale Community Center	558 Felhorn Road East	$ 53	X	$ 636
43	Hillsdale Park	6024 Lorma Road	X	$ 6.70	$ 26.80
44	History Museum of Mobile	111 South Royal Street	$ 208.50	X	$ 2502
45	Hope (Plateau) Community Center	850 Edwards Street	$ 34.75	X	$ 417
46	Hurtel Armory	1900 Hurtel Street	$ 122.36	X	$ 1468.32
47	Kidd Park	800 East Street	X	$ 7.30	$ 29.20
48	Langan (Municipal) Park	4901 Zeigler Drive	X	$ 5.50	$ 22
49	Langan Park Ball Fields	4801 Museum Drive	X	$ 8	$ 32
50	Laun Park	5401 Windmill Drive	X	$ 6.50	$ 26
51	Lavretta Park	200 W. Parkway Drive	X	$ 7.20	$ 28.80
52	Library Administrative Office Annex	702 Government St	$ 7.50	X	$ 90
53	Library Administrative Offices	700 Government St	$ 17.75	X	$ 213

54	Library Local History & Genealogy	753 Government St	X	$ 10	$ 40
55	Lyons Park	180 Lyons Park Ave	X	$ 6.75	$ 27
56	Magnolia Cemetery	1202 Virginia Street	X	$ 11.75	$ 47
57	Maitre Park	2412 Halls Mill Road	X	$ 6	$ 24
58	Matthews Park	3700 Michael Blvd.	X	$ 1.93	$ 7.72
59	McCants-Chavers Park	7220 13th Street	X	$ 1.43	$ 5.72
60	Medal of Honor Park - Gymnastics Center	1711 Hillcrest Road	X	$ 24.51	$ 98.04
61	Medal of Honor Park	1711 Hillcrest Road	X	$ 11	$ 42.60
62	Metro Firearms Training Facility (Main Bldg.)	12241 Tanner Williams Road	X	$ 5.25	$ 21
63	Michael C. Dow Amphitheater	3055-B Bank Avenue	X	$ 19	$ 76
64	Mims Park	5400 Grishilde Drive	X	$ 9	$ 36
65	Mitternight Park	5310 Colonial Oaks Drive	X	$ 6	$ 24
66	Mobile Civic Center - Arena, Expo Hall, Theater	401 Civic Center Drive	$ 1001.74	X	$ 12020.88
67	Mobile Museum of Art	4850 Museum Drive	X	$ 200	$ 800
68	Mobile Technology Center (MIT)	651 Church Street	$ 28.20	X	$ 338.40
69	Moorer Branch Library	4 McGregor Avenue	$ 32.25	X	$ 387
70	Motor Pool	745 South Broad St	X	$ 11.20	$ 44.80
71	Parks Department - Mowing Eastern Division	603 Broad Street/650 South Jefferson/ 652 South Jefferson	X	$ 27.75	$ 111
72	Municipal Archives	457 Church Street	$ 45.50	X	$ 546
73	Newhouse Park	2960 Alston Drive	X	$ 5.50	$ 22
74	Oakleigh House & Barracks	263 Roper Street	X	$ 17	$ 68
75	Parks Fuel Yard/ Maintenance Complex	5201 Museum Drive	X	$ 14.75	$ 59
76	Parkway Branch Library	1924-B Dauphin Island Parkway	$ 22.50	X	$ 270
77	Phoenix Fire Museum	203 S. Claiborne Street	X	$ 6.60	$ 26.40
78	Playhouse in the Park	4851 Museum Drive	X	$ 17.75	$ 71
79	Police Academy	1251 Virginia Street	X	$ 22.25	$ 89
80	Police Crime Prevention	2407 Airport Boulevard	$ 7	X	$ 84
81	Police First Precinct	850 Virginia Street	X	$ 16.75	$ 67
82	Police Second Precinct	5441 Hwy 90 W. Bldg C	X	$ 23.46	$ 93.84
83	Police Third Precinct	2165 St. Stephens Road	X	$ 24.33	$ 97.32
84	Police Fourth Precinct (Public Safety Complex)	8080 Airport Boulevard	X	$ 30.02	$ 120.08
85	Police Headquarters	2460 Government Blvd	$ 94.40	X	$ 1132.80
86	Police Impound Lot	1251 Virginia Street	X	$ 15.25	$ 183
87	Police Mounted Unit	1251 Virginia Street	X	$ 5.50	$ 22
88	Police Special Operations Facility	850 St. Anthony Street	X	$ 68.57	$ 274.28
89	Public Buildings Complex	850 & 861 Owens Street	$ 59	X	$ 708
90	Public Works Complex	770 Gayle Street	$ 33.37	X	$ 400.44
91	Richards DAR House & Coach House	256 North Joachim Street	X	$ 17.75	$ 71

92	Rickarby Park Recreation Center	550 Rickarby Street	$ 6.25	X	$ 75
93	D.I.P. Senior (S.A.I.L.) Center	1600 Boykin Boulevard	$ 13.68	X	$ 164.16
94	Sage Avenue Armory	48 N. Sage Avenue	X	$ 40.75	$ 163
95	Saenger Theater	6 South Joachim St	$ 144.50	X	$ 1734
96	Stotts (Sam) Park	2150 Demotropolis Road	X	$ 5.25	$ 21
97	Seals (James) Community Center & Park	540 Texas Street	$ 44.25	X	$ 531
98	Special Events Office	2900 Dauphin Street	X	$ 15.15	$ 60.60
99	Springhill Recreation Center	1151 Springhill Avenue	$ 37.50	X	$ 450
100	Sullivan (Thomas) Community Center & Park	351 North Catherine Street	$ 41.49	X	$ 497.88
~~101~~	~~T.S.A.C. (Woodcock School)~~	~~261 Rickarby Street~~	~~X~~	~~$~~	~~$~~
102	Tardy Cottage	104 S. Lawrence Street	X	$ 13.75	$ 55
103	Taylor Park Community Center & Pool House	1050 Baltimore Street	$ 40.50	X	$ 486
104	Telecommunications	107 South Royal Street	X	$ 19.31	$ 77.24
105	Traffic Engineering	852 Gayle Street	$ 29.90	X	$ 348.80
106	Tricksey Senior Center	3055 Bank Avenue	$ 9.50	X	$ 114
107	Trimmier Park	3600 Alba Club Road	X	$ 15.50	$ 60
108	Virginia Dillard Smith Library (Toulminville)	601 Stanton Road	$ 43.75	X	$ 525
109	West Regional Library	5555 Grelot Road	$ 155	X	$ 1860
110	Western Administrative Complex	4851 Museum Drive	$ 95.75	X	$ 1149
111	Levon Manzie Resource Center	110 N. Lafayette Street	X	$ 18.75	X 75
112	Gulf Quest Maritime Museum	155 South Water Street	X	$ 250.14	X 1000.56
113	Mobile Police Department Headquarters Building	2460 Government Street	$ 94.40	X	X 1132.80
114	Public Works Complex	770 Gayle Street	$ 33.37	X	X 400.44
115	Police First Precinct	2601 – D Dauphin Island Parkway	$ 97.50	X	X 1170
	Totals		$ 3,655.00	$ 1,539.00	$ 50,134.00

Year 3 – 2nd Additional Term:

	Facility	Address	Monthly	Quarterly	Annually
1	200 Government Street	200 Government St	X	$ 65.04	$ 262
2	Aaron (Henry) Park	2010 Andrews St	X	$ 4.20	$ 16.80
3	Animal Shelter	855 Owens Street	$ 18.25	X	$ 219
4	Azalea City Golf Course	1000 Gaillard Drive	$ 52.50	X	$ 630
5	Azalea Road Complex - Bldg #1 & #2	1301 Azalea Road	X	$ 81.25	$ 325
6	Azalea Road Complex - Bldg #3 (Adult Care Center)	1301 Azalea Road	X	$ 67	$ 268
7	Ben May Main Library	701 Government St	$ 111.25	X	$ 1335
8	Bienville Square Restrooms	150 Dauphin Street	X	$ 2.50	$ 10

9	Connie Hudson Mobile Regional Senior Community Center	3201 Hillcrest Road	$ 49	X	$ 588
10	Copeland-Cox Tennis Center	851 Gaillard Drive	X	$ 16.75	$ 67
11	Crawford-Murphy Park	351 South Ann Street	X	$ 3.25	$ 13
12	Dog River (Luscher) Park	2459 N. Dog River Dr	X	$ 6.50	$ 26
13	Dotch Community Center & Bath House	3100 Bank Avenue	$ 44.50	X	$ 534
14	Electrical Department	854 Gayle Street	$ 42.50	X	$ 510
15	Figures (Michael) Park Community Center	1868 Allison Street	$ 48.50	X	$ 582
16	Fire Station #1	6801 Overlook Road	$ 15.50	X	$ 186
17	Fire Station #3 / Central Fire Station	701 St. Francis Street	$ 47	X	$ 564
18	Fire Station #6	2525 Hillcrest Road	$ 11.75	X	$ 141
19	Fire Station #7	5525 Commerce Boulevard East	$ 15	X	$ 180
20	Fire Station #9	1000 Houston Street	$ 6.50	X	$ 78
21	Fire Station #11	1004 South Broad St	$ 13.25	X	$ 159
22	Fire Station #14	2062 Dr. Martin Luther King, Jr. Ave	$ 8.50	X	$ 102
23	Fire Station #16	1651 S. Maryvale St	$ 14.62	X	$ 175.44
24	Fire Station #17	57 South Lafayette St	$ 17.81	X	$ 213.72
25	Fire Station #18	700 Museum Drive	$ 15.13	X	$ 181.56
26	Fire Station #19	1275 Azalea Road	$ 11.25	X	$ 135
27	Fire Station #20	3741 Dauphin Island Parkway	$ 11.25	X	$ 135
28	Fire Station #21	512 Stimrad Road	$ 11.25	X	$ 135
29	Fire Station #22	4710 Airport Blvd.	$ 14.90	X	$ 178.80
30	Fire Station #23	2711 Airport Blvd	$ 11.25	X	$ 135
31	Fire Station #26 (Public Safety Complex)	8080 Airport Blvd.	$ 34.07	X	$ 408.84
32	Fire Station #28	7050 Old Military Rd	$ 23.25	X	$ 279
33	Fire Station Crichton	200 Davenport Ave	$ 23.56	X	$ 282.72
34	Fire Department Central Services	2851 Old Shell Road	X	$ 78.50	$ 314
35	Fire Training Center	860 Owens Street	X	$ 5	$ 20
36	Fort Conde Offices & Museum	150 Royal Street	X	$ 60.25	$ 241
37	Fort Hardeman	720 Museum Drive	X	$ 35	$ 140
38	Garage Paint & Body Shop	901 Kelly Street	X	$ 52	$ 208
39	Government Plaza	205 Government St.	$ 275	X	$ 3300
40	Harmon Thomas Community Center	1611 Belfast Street	$ 53	X	$ 645
41	Herndon-Sage Park	2900 Dauphin Street	X	$ 4.75	$ 19
42	Hillsdale Community Center	558 Felhorn Road East	$ 53	X	$ 636
43	Hillsdale Park	6024 Lorna Road	X	$ 6.70	$ 26.80
44	History Museum of Mobile	111 South Royal Street	$ 208.50	X	$ 2502
45	Hope (Plateau) Community Center	850 Edwards Street	$ 34.75	X	$ 417
46	Hurtel Armory	1900 Hurtel Street	$ 122.36	X	$ 1468.32
47	Kidd Park	800 East Street	X	$ 7.30	$ 29.20
48	Langan (Municipal) Park	4901 Zeigler Drive	X	$ 5.50	$ 22
49	Langan Park Ball Fields	4801 Museum Drive	X	$ 8	$ 32

X 636 -59

50	Laun Park	5401 Windmill Drive	X	$ 6.50	$ 26
51	Lavretta Park	200 W. Parkway Drive	X	$ 7.20	$ 28.80
52	Library Administrative Office Annex	702 Government St	$ 7.50	X	$ 90
53	Library Administrative Offices	700 Government St	$ 17.75	X	$ 213
54	Library Local History & Genealogy	753 Government St	X	$ 10	$ 40
55	Lyons Park	180 Lyons Park Ave	X	$ 6.75	$ 27
56	Magnolia Cemetery	1202 Virginia Street	X	$ 11.75	$ 47
57	Maitre Park	2412 Halls Mill Road	X	$ 6	$ 24
58	Matthews Park	3700 Michael Blvd.	X	$ 1.93	$ 7.72
59	McCants-Chavers Park	7220 13th Street	X	$ 1.43	$ 5.72
60	Medal of Honor Park - Gymnastics Center	1711 Hillcrest Road	X	$ 24.51	$ 98.04
61	Medal of Honor Park	1711 Hillcrest Road	X	$ 11	$ 42.60
62	Metro Firearms Training Facility (Main Bldg.)	12241 Tanner Williams Road	X	$ 5.25	$ 21
63	Michael C. Dow Amphitheater	3055-B Bank Avenue	X	$ 19	$ 76
64	Mims Park	5400 Grishilde Drive	X	$ 9	$ 36
65	Mitternight Park	5310 Colonial Oaks Drive	X	$ 6	$ 24
66	Mobile Civic Center - Arena, Expo Hall, Theater	401 Civic Center Drive	$ 1001.74	X	$ 12020.88
67	Mobile Museum of Art	4850 Museum Drive	X	$ 200	$ 800
68	Mobile Technology Center (MIT)	651 Church Street	$ 28.20	X	$ 338.40
69	Moorer Branch Library	4 McGregor Avenue	$ 32.25	X	$ 387
70	Motor Pool	745 South Broad St	X	$ 11.20	$ 44.80
71	Parks Department - Mowing Eastern Division	603 Broad Street/650 South Jefferson/ 652 South Jefferson	X	$ 27.75	$ 111
72	Municipal Archives	457 Church Street	$ 45.50	X	$ 546
73	Newhouse Park	2960 Alston Drive	X	$ 5.50	$ 22
74	Oakleigh House & Barracks	263 Roper Street	X	$ 17	$ 68
75	Parks Fuel Yard/ Maintenance Complex	5201 Museum Drive	X	$ 14.75	$ 59
76	Parkway Branch Library	1924-B Dauphin Island Parkway	$ 22.50	X	$ 270
77	Phoenix Fire Museum	203 S. Claiborne Street	X	$ 6.60	$ 26.40
78	Playhouse in the Park	4851 Museum Drive	X	$ 17.75	$ 71
79	Police Academy	1251 Virginia Street	X	$ 22.25	$ 89
80	Police Crime Prevention	2407 Airport Boulevard	$ 7	X	$ 84
81	Police First Precinct	850 Virginia Street	X	$ 16.75	$ 67
82	Police Second Precinct	5441 Hwy 90 W. Bldg C	X	$ 22.25	$ 93.84
83	Police Third Precinct	2165 St. Stephens Road	X	$ 24.33	$ 97.32
84	Police Fourth Precinct (Public Safety Complex)	8080 Airport Boulevard	X	$ 30.02	$ 120.08
85	Police Headquarters	2460 Government Blvd	$ 94.40	X	$ 1132.80
86	Police Impound Lot	1251 Virginia Street	X	$ 15.25	$ 183
87	Police Mounted Unit	1251 Virginia Street	X	$ 5.50	$ 22

88	Police Special Operations Facility	850 St. Anthony Street	X	$ 68.57	$ 274.28
89	Public Buildings Complex	850 & 861 Owens Street	$ 59	X	$ 708
90	Public Works Complex	770 Gayle Street	$ 33.37	X	$ 400.44
91	Richards DAR House & Coach House	256 North Joachim Street	X	$ 17.75	$ 71
92	Rickarby Park Recreation Center	550 Rickarby Street	$ 6.25	X	$ 75
93	D.I.P. Senior (S.A.I.L.) Center	1600 Boykin Boulevard	$ 13.68	X	$ 164.16
94	Sage Avenue Armory	48 N. Sage Avenue	X	$ 40.75	$ 163
95	Saenger Theater	6 South Joachim St	$ 144.50	X	$ 1734
96	Stotts (Sam) Park	2150 Demotropolis Road	X	$ 5.25	$ 21
97	Seals (James) Community Center & Park	540 Texas Street	$ 44.25	X	$ 531
98	Special Events Office	2900 Dauphin Street	X	$ 15.15	$ 60.60
99	Springhill Recreation Center	1151 Springhill Avenue	$ 37.50	X	$ 450
100	Sullivan (Thomas) Community Center & Park	351 North Catherine Street	$ 41.49	X	$ 497.88
~~101~~	~~T.S.A.C. (Woodcock School)~~	~~261 Rickarby Street~~	~~X~~	~~$~~	~~$~~
102	Tardy Cottage	104 S. Lawrence Street	X	$ 13.75	$ 55
103	Taylor Park Community Center & Pool House	1050 Baltimore Street	$ 40.50	X	$ 486
104	Telecommunications	107 South Royal Street	X	$ 19.31	$ 77.24
105	Traffic Engineering	852 Gayle Street	$ 29	X	$ 348
106	Tricksey Senior Center	3055 Bank Avenue	$ 9.50	X	$ 114
107	Trimmier Park	3600 Alba Club Road	X	$ 15.50	$ 60
108	Virginia Dillard Smith Library (Toulminville)	601 Stanton Road	$ 43.75	X	$ 525
109	West Regional Library	5555 Grelot Road	$ 155	X	$ 1860
110	Western Administrative Complex	4851 Museum Drive	$ 95.75	X	$ 1149
111	Levon Manzie Resource Center	110 N. Lafayette Street	X	$ 18.75	X 75
112	Gulf Quest Maritime Museum	155 South Water Street	X	$ 250.14	X 1000.56
113	Mobile Police Department Headquarters Building	2460 Government Street	$ 94.40	X	X 1132.80
114	Public Works Complex	770 Gayle Street	$ 33.37	X	X 400.44
115	Police First Precinct	2601 – D Dauphin Island Parkway	$ 97.50	X	X 1170
	Totals		$ 3,655.00	$ 1,539.00	$ 50,134.00

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

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:

1. Regular Time (8am to 5pm, Monday through Friday):
   Year 1: $ 95 per hour;
   Year 2: $ 95 per hour;
   Year 3: $ 95 per hour

2. Overtime (5pm to 8am, Monday through Friday, and Weekends):
   Year 1: $ 142 per hour;
   Year 2: $ 142 per hour;
   Year 3: $ 142 per hour

3. Overtime Holidays (Bidder's Holidays):
   Year 1: $ 190 per hour;
   Year 2: $ 190 per hour;
   Year 3: $ 190 per hour

Additional Material: Shall be billed at Service Contractor's direct cost plus Fifteen (15%) percent ***mark-.up***

1. **BID INCLUDES:**
   Addendum Number 1, Dated 09-15-2023
   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: Airbus
   Company Address: 320 Airbus Way Mobile, AL 36615
   Telephone: 251-404-7988 Email: kaycee.goubil@airbus.com
   Type of Work: Pest Control

Date(s): 09-26-2023

B. Reference #2:
Company Name: City of Fairhope
Company Address: 555 S Section St Fairhope, AL 36532
Telephone: 251-259-6675 Email: george.ladd@fairhope.gov.al
Type of Work: Pest Control & Termite Protection
Date(s): 09-26-2023

C. Reference #3:
Company Name: Alabama State Port Authority
Company Address: 1400 ASD Blvd Mobile, AL 36602
Telephone: 251-441-7232 Email: mdupree@asdd.com
Type of Work: Pest Control & Termite Protection
Date(s): 09-26-2023

Remainder of Page Intentionally Left Blank

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: Redd Pest Solutions of the SE
(Typed)

BY: Griffin Norwood
(Signature of Company Officer)

COMPANY OFFICER: Griffin Norwood
(Typed)

TITLE Sales Technician
(Typed)

DATE 09/25, **20** 23

Sworn to and subscribed before me this 25th **day of 20** 23, September

Notary Public

My Commission Expires
March 31, 2025

JAMES RAY RICH
Notary Public
Alabama State at Large

END OF SECTION

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# SC-025-23 Current Date 8 / 1 / 23

Project Description Service Contract - Various City of Mobile Facilities - Pest Conrol

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.

Furnishing all labor, materials, insurance, tools, equipment and supplies, and all associated travel time and expenses required to provide Pest Control Services at various City of Mobile locations. NO SUBCONTRACTORS.

Cassie Boatwright
Requested By (Department Director)

(Signature)

Director of REAM
(Title)

August 1, 2023
(Date)

251 208 7878
Telephone Number

beatriz.jordan@cityofmobile.org
Email Address

Archnique Kidd
Reviewed By (Office of Supplier Diversity)

Archnique Kidd Supplier Diversity Mgr 8/4/2023
(Signature) (Title) (Date)

Approved By (CAO)

EXHIBIT 2

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

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

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

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

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

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

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via 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	Redd Pest Solutions of the Southeast
Address	1273 Azalea Rd Mobile, AL 36693
Telephone	251-660-1550
E-Mail	rps127343@gmail.com

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes ☐ No ☐
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____SDVO _____ Total #of Employees _____

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Griffin Norwood

Signature: Griffin Norwood Date: Oct. 4th 2023

Title: Sales Tech

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: N/A Title: _____

Email: _____ Phone: _____

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 Redd Pest Solutions of the Southeast Your Bid/Proposal Amount $ 50,134.00 Date: 10 / 04 / 2023 Description

Name of Bidder/Proposer: Griffin Norwood

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
		N/A				

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Griffin Norwood

Contact Person: Brandon Redd Phone 251-660-1550 Email bredd@reddpest.com

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

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

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

CONTRACT RECORDS:

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

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

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in 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. _____

_____

_____

EXHIBIT 3

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance
DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR: N/A	**Certified DBE:** YES NO	**Contract Start Date:**
DESCRIPTION:		**Estimated Completion Date:**

This report is for the month of: (CHECK ONE):

JAN FEB MARCH APR MAY JUNE JULY AUG SEPT OCT NOV DEC

FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____, _____ (Title) ___/___/____ (Date)

DBE Utilization Report

Alabama Secretary of State

Redd Pest Solutions of the Southeast, Inc.	
Entity ID Number	000 - 335 - 166
Entity Type	Domestic Corporation
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	04/30/2015
Registered Agent Name	REDD, JOHN K
Registered Office Street Address	1273 AZALEA ROAD MOBILE, AL 36693
Registered Office Mailing Address	1273 AZALEA ROAD MOBILE, AL 36693
Nature of Business	ANY AND ALL LAWFUL BUSINESS
Capital Authorized	10000 @ $1.00PV
Capital Paid In	
Directors	
Director Name	REDD, JOHN KENNETH
Director Street Address	1273 AZALEA ROAD MOBILE, AL 36693
Director Mailing Address	1273 AZALEA ROAD MOBILE, AL 36693
Incorporators	
Incorporator Name	CAROTHERS, ROBERT L JR
Incorporator Street Address	11 NORTH WATER STREET SUITE 1200 MOBILE, AL 36602
Incorporator Mailing Address	11 NORTH WATER STREET SUITE 1200 MOBILE, AL 36602
Transactions	
Transaction Date	05/08/2015
Miscellaneous Filing Entry	New Entity Effective 04-30-2015 15:23
Scanned Documents	
Purchase Document Copies	

Redd Pest Solutions of the Southeast, Inc.		
Document Date / Type / Pages	05/08/2015	Certificate of Formation 5 pgs.

Browse Results New Search

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 881025

Approved by:

Employer	
Redd Pest Solutions of the Southeast, Inc,	
Name (Please Type or Print) Jo Anne Waltman	**Title**
Signature Electronically Signed	**Date** 05/26/2015
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 05/27/2015

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 881025

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Redd Pest Solutions of the Southeast, Inc,
Company Facility Address	1273 Azalea Rd Mobile, AL 36693
Company Alternate Address	P.O.Box 9125 Mobile, AL 36691
County or Parish	MOBILE
Employer Identification Number	473913082
North American Industry Classification Systems Code	561
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 881025

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	1

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 881025

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	John K Redd
Phone Number	2516601550
Fax	2516601560
Email	kredd@reddpest.com

Name	Jo Anne Waltman
Phone Number	2516601550
Fax	2516601560
Email	jwaltman@reddpest.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/3/2023

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
Alliant Insurance Services, Inc.
16000 N. Dallas Pkwy
Suite 850
Dallas TX 75248
License#: 0C36861

CONTACT NAME: PESTSURE CERTIFICATES
PHONE (A/C, No, Ext): 888-984-3813 **FAX (A/C, No):** 214-273-3193
E-MAIL ADDRESS: PESTSURECERTS@ALLIANT.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Old Republic Insurance Company	24147
INSURER B : XL Insurance America, Inc.	24554
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Redd Pest Solutions of the Southeast, Inc.
1273 Azalea Road
Mobile AL 36693
REDDPES-01

COVERAGES **CERTIFICATE NUMBER:** 617608169 **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:	Y	Y	MWZY313716-23	7/1/2023	7/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	MWTB313717-23	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			US00072026LI23A	7/1/2023	7/1/2024	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N / A If yes, describe under DESCRIPTION OF OPERATIONS below		Y	MWC313715-23	7/1/2023	7/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All locations and operations. Add'l Insured coverage is provided by form by CG 20 10 12 19, See Attached.
Project #: SC-025-23
Project Name: Service Contract City of Mobile Various Facilities Pest Control Services
City Of Mobile is named as an Additional Insured in respect to General Liability and Auto Liability. Waiver of Subrogation applies in favor of the Additional Insured with respect to General Liability, Auto Liability and Workers Compensation. Umbrella Follow Form. Contractual Liability is included on the General Liability Policy. Insurance is Primary and Non-Contributory. 30 Days Notice of Cancellation (10 Days for Non-Payment of premium).

CERTIFICATE HOLDER
City Of Mobile
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
Kristina Phillips

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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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
All persons or organizations when required by contract or agreement.	All completed operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART/FORM

SCHEDULE

Designated Construction Project(s):
All persons or organizations when required by contract or agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PESTICIDE OR HERBICIDE APPLICATOR COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART/FORM

SCHEDULE

Description Of Operations:
Pesticide and/or Herbicide application

With respect to the operations shown in the above Schedule, Paragraph **(1)(d)** of Exclusion **f. Pollution** of **SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply:

1. If the operations meet all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government which apply to those operations; or

2. With respect to such operations, if there is a failure to meet the standards described in Paragraph **1.** above and such failure qualifies as an "occurrence", this will not void coverage under this endorsement. All "bodily injury" and "property damage" occurring during the policy period as a result of such failure to meet standards described in Paragraph **1.** above will be considered one "occurrence" and the date of the "occurrence" will be the date of a single erroneous application or the first application of a series of related erroneous applications; or

3. 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 and used for the purpose of performing the operations listed in the above Schedule.

However, in no event does this insurance apply to pesticides and/or herbicides that at the time of the application are banned by government or regulatory authorities.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person(s) or Organization(s):

Any Person, Organization, Trustee or Estate as required by contract or agreement.

With respect to **COVERED AUTOS LIABILITY COVERAGE**, **Who Is An Insured** is changed with the addition of the following:

Each person or organization shown in the Schedule for whom you are doing work is an "insured". But only for "bodily injury" or "property damage" that results from the ownership, maintenance or use of a covered "auto" by:

1. You;

2. an "employee" of yours; or

3. anyone who drives a covered "auto" with your permission or with the permission of one of your "employees".

However, the insurance afforded to the person or organization shown in the Schedule shall not exceed the scope of coverage and/or limits of this policy. Not withstanding the foregoing sentence, in no event shall the insurance provided by this policy exceed the scope of coverage and/or limits required by the contract or agreement.

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: Redd Pest Solutions of

Endorsement Effective Date: 07/01/2023

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
All persons or organizations when required by contract or agreement.
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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AND PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Designated Person(s) or Organization(s):

All persons or organizations when required by contract or agreement.

A. **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, paragraph **1. Who Is An Insured** is amended to include the person(s) or organization(s) shown in the above Schedule as an additional "insured", but only with respect to "accidents" arising out of your work while being performed for such person(s) or organization(s).

B. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This policy's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to the "insured" person(s) or organization(s) shown in the above Schedule provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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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:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
All persons or organizations when required by contract or agreement.
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 against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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POLICY NUMBER: MWC313715-23

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

All persons or organizations when required by contract or agreement.

DATE OF ISSUE: 07/01/2023

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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
All persons or organizations when required by contract or agreement.	All locations.
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.

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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. The 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.

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. 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 208-7455. 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.

9. 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.

10. 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:12/5/2023

Submitted by:

Joseph Snowden, Administrative Services

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

2nd Amendment to existing agreement with Republic Parking System, LLC, for Parking Management Services in the Central Business District. Mgmt fees $41K + expenses annually paid out of parking program revenues as per annual budget.

Amount of Contract:

As needed approx $550K/year

Effective Date of Contract:

10/31/2023

Funding Source

Project # **Discretionary Funds**

Project String 1004.9022.42190 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
2023 Parking Extension Agenda Package	Cover Memo	11/13/2023

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	11/16/2023 - 3:01 PM
Legal	Kern, Chris	Approved	11/16/2023 - 4:10 PM

Legal	Kern, Chris	Approved	11/16/2023 - 4:19 PM
Mayors Office	Montgomery, Brandi	Approved	11/22/2023 - 12:34 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, an amendment to the contract, by and between the City of Mobile and Republic Parking System, LLC., dated October 23, 2018, as amended November 2, 2021, for management of the City parking program in and around the Central Business District, to extend the agreement until November 26, 2026, and make other amendments as outlined in the contract attached hereto and made a part hereof as though set forth in full.

A copy of said contract and amendments are on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

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SECOND AMENDMENT TO MANAGEMENT AGREEMENT

THIS AMENDMENT is dated as of _____, 2023 ("Effective Date").

BETWEEN: **REPUBLIC PARKING SYSTEM, LLC**
("Republic")

AND: **CITY OF MOBILE**
(the "City")

WHEREAS:

A. Republic and City entered into a management agreement (the "Agreement") effective **October 23, 2018,** regarding the operation and management of a parking program including metered, time, paid, or permitted parking on the City right of way or on property owned by the City in and around its Central Business District for which the original term was from December 1, 2018 through November 30, 2021;

B. The parties entered into an Amendment to Management Agreement dated November 2, 2021 to extend the term to expire on October 31, 2023, added a section 15.5 to clarify that Republic retains ownership of all vehicles and that the City will no longer pay Republic vehicle usage fees, added a section 7.6 for management of RV City, and updated Republic's Notice of Address in section 16.1;

C. The parties wish to further extend the Management Agreement under the existing and amended terms and conditions, and reset the termination date to coincide with the defined Operating Year from December through the following November; and

D. The parties wish to amend the Agreement as set out herein.

NOW THEREFORE, THIS AMENDMENT WITNESSES THAT in consideration of the premises and mutual covenants and agreements herein contained, the parties agree as follows:

1. All capitalized words used but not defined herein shall have the meanings given to them in the Agreement.

2. The Term of the Agreement is hereby extended for an additional period to expire on **November 30, 2026.**

3. Effective the date of this Amendment: ***Section 2.4 of the Agreement shall be modified in the following manner to read:***

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2.4 **Either party** will have the right to terminate this Agreement at any time, with or without cause, upon not less than ninety (90) days' prior written notice to **the other party**, subject to the terms and conditions therein.

4. Effective the date of this Amendment: ***Section 16.1 of the Agreement shall be struck in its entirety and replaced by the following:***

16.1 Any notice, approval or other communication required under this Agreement will be deemed given on the day actually delivered (or the date delivery is first refused) when sent via nationally-recognized overnight delivery to the address set forth below:

If to the City:
City of Mobile
City Attorney
P.O. Box 1827
Mobile, AL 36633-1827

If to Republic:
Republic Parking Systems LLC
Attn: Legal Dept.
307 7th Ave, Suite 301
New York City, NY 1005

With a copy sent via email to: legalnotices@reimaginedparking.com

5. An agreed updated budget is attached in Exhibit A. Exhibit B documents Republic's current insurance coverage.

6. This Amendment shall be read with and form a part of the Agreement. Apart from the foregoing, all other terms and conditions of the Agreement remain unchanged.

[signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Amendment by their duly authorized representatives.

Republic Parking Systems, LLC

DocuSigned by:
Tarek Moussa
EDA2FCB43ED044D...

By: Tarek Moussa

Title: Authorized Signatory
Chief Revenue Officer

Date: 11/9/2023

Witness:

DocuSigned by:
Jordan Sharer
D2DCGE4FBED746B...

Name: Jordan Sharer

Date: 11/12/2023

(Seal)

Notary Public

CITY

ATTEST:

Its Mayor William S. Stimpson

City Clerk

Date

Date

Exhibits: A Budget
B Liability Insurance

DocuSign Envelope ID: 4EB795F2-8B19-4E3E-97EA-92A443959AD2

Republic Parking System, Inc
Budget for 2024
Company: 66 Lot: 61
CITY OF MOBILE ENFORCEMENT *MS

Actual G/L Acct	Description	Dec Dec-23	Jan Jan-24	Feb Feb-24	Mar Mar-24	Apr Apr-24	May May-24	Jun Jun-24	Jul Jul-24	Aug Aug-24	Sep Sep-24	Oct Oct-24	Nov Nov-24	Total 2024Total	% Δ
51137	CITATIONS PRIOR	-	-	-	-	-	-	-	-	-	-	-	-	-	
51226	BAG RENTAL FEES	-	-	-	-	-	-	-	-	-	-	-	-	-	
51389	CITATIONS CURRENT	12,180	12,302	12,425	12,549	12,675	12,801	12,929	13,059	13,189	13,321	13,454	13,589	154,473	
52001	CREDIT CARD FEES	2,769	2,797	2,825	2,853	2,881	2,910	2,939	2,969	2,998	3,028	3,059	3,089	35,118	
51130	MONTHLY PERMIT SALES	450	450	450	450	450	450	450	450	450	450	450	450	5,400	
	Total Revenue	**15,399**	**15,548**	**15,699**	**15,852**	**16,006**	**16,162**	**16,319**	**16,477**	**16,638**	**16,800**	**16,963**	**17,128**	**194,991**	
61110	SALARIES & WAGES	3,940	3,940	3,940	3,940	3,940	3,940	3,940	3,940	3,940	3,940	3,940	3,940	47,280	
61130/61136	PAYROLL TAXES/ADJUSTMENT	1,294	1,294	1,294	1,294	1,294	1,294	1,294	1,294	1,294	1,294	1,294	1,294	15,528	
61309	UTILITIES	150	150	150	150	150	150	150	150	150	150	150	150	1,800	
61310	ELECTRIC POWER	500	500	500	500	500	500	500	500	500	500	500	500	6,000	
61330	TELEPHONE	300	300	300	300	300	300	300	300	300	300	300	300	3,600	
61340	POSTAGE	31	31	31	31	31	31	31	31	31	31	31	31	375	
61345	OFFICE RENT	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	21,600	
61370	MANAGEMENT FEE	1,166	1,166	1,166	1,166	1,166	1,166	1,166	1,166	1,166	1,166	1,166	1,166	13,992	
61385	INTERNET-SETUP & MONTHLY COSTS	500	500	500	500	500	500	500	500	500	500	500	500	6,000	
61422	CLEANING-MISC.	30	30	30	30	30	30	30	30	30	30	30	30	360	
61470	UNIFORMS/NAME TAGS/BADGES	55	55	55	55	55	55	55	55	55	55	55	55	660	
61480	TAXES & LICENSES	62	62	62	62	62	62	62	62	62	62	62	62	747	
61500	PROFESSIONAL FEES	345	345	345	345	345	345	345	345	345	345	345	345	4,140	
61508	COMPUTER LEASE	1,875	1,875	1,875	1,875	1,875	1,875	1,875	1,875	1,875	1,875	1,875	1,875	22,500	
61520	OFFICE SUPPLIES	61	61	61	61	61	61	61	61	61	61	61	61	730	
61527	TICKET PURCHASE EXPENSE	333	333	333	333	333	333	333	333	333	333	333	333	3,996	
61530	GENERAL SUPPLIES	139	139	139	139	139	139	139	139	139	139	139	139	1,668	
61534	BANK SERVICE CHARGE	600	600	600	600	600	600	600	600	600	600	600	600	7,200	
61536	EMPLOYEE CRIME/DRUG CHECK	7	7	7	7	7	7	7	7	7	7	7	7	84	
61539	EQUIPMENT	-	-	-	-	-	-	-	-	-	-	-	-	-	
61564	VATS ACCESS FEES	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	48,000	
	Total Expense	**17,188**	**17,188**	**17,188**	**17,188**	**17,188**	**17,188**	**17,188**	**17,188**	**17,188**	**17,188**	**17,188**	**17,188**	**206,260**	
	Net Income	**(1,789)**	**(1,640)**	**(1,489)**	**(1,336)**	**(1,182)**	**(1,027)**	**(870)**	**(711)**	**(551)**	**(389)**	**(225)**	**(60)**	**(11,270)**	

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Republic Parking System, Inc
Budget for 2024
Company: 66 Lot: 62
CITY OF MOBILE ON STREET *MS

Actual G/L Acct	Description	Dec Dec-23	Jan Jan-24	Feb Feb-24	Mar Mar-24	Apr Apr-24	May May-24	Jun Jun-24	Jul Jul-24	Aug Aug-24	Sep Sep-24	Oct Oct-24	Nov Nov-24	Total 2024Total	% Δ
51190	METER RECEIPTS	27,082	27,353	27,626	27,903	28,182	28,463	28,748	29,036	29,326	29,619	29,915	30,215	343,468	
51226	BAG RENTAL FEES	480	480	480	480	480	480	480	480	480	480	480	480	5,760	
	Total Revenue	**27,562**	**27,833**	**28,106**	**28,383**	**28,662**	**28,943**	**29,228**	**29,516**	**29,806**	**30,099**	**30,395**	**30,695**	**349,228**	
61110	SALARIES & WAGES	7,966	7,966	7,966	7,966	7,966	7,966	7,966	7,966	7,966	7,966	7,966	7,966	95,592	
61130/61136	PAYROLL TAXES/ADJUSTMENTS	2,616	2,616	2,616	2,616	2,616	2,616	2,616	2,616	2,616	2,616	2,616	2,616	31,392	
61210	INSURANCE - WORK. COMP.	-	-	-	-	-	-	-	-	-	-	-	-	-	
61223	INSURANCE-LIABILITY-EVENT	200	200	200	200	200	200	200	200	200	200	200	200	2,400	
61238	INSURANCE-ON STREET	1,560	1,560	1,560	1,560	1,560	1,560	1,560	1,560	1,560	1,560	1,560	1,560	18,720	
61242	INSURANCE-AUTO, ETC	583	583	583	583	583	583	583	583	583	583	583	583	7,000	
61309	UTILITIES	71	71	71	71	71	71	71	71	71	71	71	71	852	
61310	ELECTRIC POWER	269	269	269	269	269	269	269	269	269	269	269	269	3,223	
61330	TELEPHONE	67	67	67	67	67	67	67	67	67	67	67	67	804	
61332	TELEPHONE-CELLULAR	80	80	80	80	80	80	80	80	80	80	80	80	960	
61340	POSTAGE	64	64	64	64	64	64	64	64	64	64	64	64	767	
61345	OFFICE RENT	-	-	-	-	-	-	-	-	-	-	-	-	-	
61365	PCI COMPLIANCE	224	224	224	224	224	224	224	224	224	224	224	224	2,691	
61370	MANAGEMENT FEE	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000	
	INCENTIVE MANAGEMENT FEE	-	-	-	-	-	-	-	-	-	-	-	-	-	
61381	COMPUTER & PROGRAMMING	5,900	5,900	5,900	5,900	5,900	5,900	5,900	5,900	5,900	5,900	5,900	5,900	70,800	
61385	INTERNET-SETUP & MONTHLY COSTS	290	290	290	290	290	290	290	290	290	290	290	290	3,485	
61412	URBAN TRAVEL	-	-	-	-	-	-	-	-	-	-	-	-	-	
61440	PAINTING & STRIPING	100	100	100	100	100	100	100	100	100	100	100	100	1,200	
61459	GASOLINE/LUBRICANTS/TOLLS	85	85	85	85	85	85	85	85	85	85	85	85	1,024	
61470	UNIFORMS/NAME TAGS/BADGES	112	112	112	112	112	112	112	112	112	112	112	112	1,344	
61480	TAXES & LICENSES	127	127	127	127	127	127	127	127	127	127	127	127	1,524	
61500	PROFESSIONAL FEES	690	690	690	690	690	690	690	690	690	690	690	690	8,280	
61520	OFFICE SUPPLIES	148	148	148	148	148	148	148	148	148	148	148	148	1,776	
61530	GENERAL SUPPLIES	284	284	284	284	284	284	284	284	284	284	284	284	3,408	
61534	BANK SERVICE CHARGE	480	480	480	480	480	480	480	480	480	480	480	480	5,760	
61536	EMPLOYEE CRIME/DRUG CHECK	14	14	14	14	14	14	14	14	14	14	14	14	168	
61539	EQUIPMENT	225	225	225	225	225	225	225	225	225	225	225	225	2,704	
61560	ADVERTISING/PROMOTION	-	-	-	-	-	-	-	-	-	-	-	-	-	
61575	SERVICE AGREEMENT	417	417	417	417	417	417	417	417	417	417	417	417	5,000	
61806	CC PROCESSING FEES	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	15,600	
61838	METER SUPPLIES	50	50	50	50	50	50	50	50	50	50	50	50	600	
	Total Expense	**24,923**	**24,923**	**24,923**	**24,923**	**24,923**	**24,923**	**24,923**	**24,923**	**24,923**	**24,923**	**24,923**	**24,923**	**299,074**	
	Net Income	**2,639**	**2,910**	**3,184**	**3,460**	**3,739**	**4,021**	**4,305**	**4,593**	**4,883**	**5,176**	**5,473**	**5,772**	**50,154**	

Republic Parking System, Inc
Budget for 2024
Company: 66 Lot: 63
CITY OF MOBILE CHURCH STREET

Actual G/L Acct	Description	Dec Dec-23	Jan Jan-24	Feb Feb-24	Mar Mar-24	Apr Apr-24	May May-24	Jun Jun-24	Jul Jul-24	Aug Aug-24	Sep Sep-24	Oct Oct-24	Nov Nov-24	Total 2023 Total	% Δ
51120	TRANSIENT REVENUE	4,188	4,230	4,272	4,315	4,358	4,402	4,446	4,490	4,535	4,580	4,626	4,672	53,114	5%
51226	BAG RENTAL FEES	-	-	-	5,148	990		-	-	-	-	-	-	6,138	5%
51130	MONTHLY PERMIT SALES	2345	2345	2345	2345	2345	2345	2345	2345	2345	2345	2345	2345	28,140	
	Total Revenue	**6,533**	**6,575**	**6,617**	**11,808**	**7,693**	**6,747**	**6,791**	**6,835**	**6,880**	**6,925**	**6,971**	**7,017**	**59,252**	
61110	SALARIES & WAGES	-	-	-	-	-	-	-	-	-	-	-	-	-	
61130/61136	PAYROLL TAXES/ADJUSTMENT	-	-	-	-	-	-	-	-	-	-	-	-	-	
61309	UTILITIES	-	-	-	-	-	-	-	-	-	-	-	-	-	
61310	ELECTRIC POWER	195	195	195	195	195	195	195	195	195	195	195	195	2,340	
61330	TELEPHONE	-	-	-	-	-	-	-	-	-	-	-	-	-	
61340	POSTAGE	-	-	-	-	-	-	-	-	-	-	-	-	-	
61345	OFFICE RENT	-	-	-	-	-	-	-	-	-	-	-	-	-	
61370	MANAGEMENT FEE	-	-	-	-	-	-	-	-	-	-	-	-	-	
61385	INTERNET-SETUP & MONTHLY COSTS	130	130	130	130	130	130	130	130	130	130	130	130	1,560	
61422	CLEANING-MISC.	-	-	-	-	-	-	-	-	-	-	-	-	-	
61470	UNIFORMS/NAME TAGS/BADGES	-	-	-	-	-	-	-	-	-	-	-	-	-	
61480	TAXES & LICENSES	30	30	30	30	30	30	30	30	30	30	30	30	360	
61500	PROFESSIONAL FEES	164	164	164	164	164	164	164	164	164	164	164	164	1,968	
61508	COMPUTER LEASE	-	-	-	-	-	-	-	-	-	-	-	-	-	
61520	OFFICE SUPPLIES	35	35	35	35	35	35	35	35	35	35	35	35	420	
61527	TICKET PURCHASE EXPENSE	-	-	-	-	-	-	-	-	-	-	-	-	-	
61530	GENERAL SUPPLIES	67	67	67	67	67	67	67	67	67	67	67	67	804	
61534	BANK SERVICE CHARGE	200	200	200	200	200	200	200	200	200	200	200	200	2,400	
61536	EMPLOYEE CRIME/DRUG CHECK	-	-	-	-	-	-	-	-	-	-	-	-	-	
61539	EQUIPMENT	-	-	-	-	-	-	-	-	-	-	-	-	-	
61564	VATS ACCESS FEES	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Total Expense	**821**	**821**	**821**	**821**	**821**	**821**	**821**	**821**	**821**	**821**	**821**	**821**	**9,852**	
	Net Income	**5,712**	**5,754**	**5,796**	**10,987**	**6,872**	**5,926**	**5,970**	**6,014**	**6,059**	**6,104**	**6,150**	**6,196**	**77,540**	

Republic Parking System, Inc
Budget for 2024
Company: 66 Lot: 64
CITY OF MOBILE FORT CONDE

Actual G/L Acct	Description	Dec Dec-23	Jan Jan-24	Feb Feb-24	Mar Mar-24	Apr Apr-24	May May-24	Jun Jun-24	Jul Jul-24	Aug Aug-24	Sep Sep-24	Oct Oct-24	Nov Nov-24	Total 2023 Total	% Δ
51120	TRANSIENT REVENUE	2,690	2,717	2,744	2,772	2,799	2,827	2,855	2,884	2,913	2,942	2,971	3,001	34,116	5%
51226	BAG RENTAL FEES	-	-	-	-	-	-	-	-	-	-	-	-	-	5%
51130	MONTHLY PERMIT SALES	30	30	30	30	30	30	30	30	30	30	30	30	360	
	Total Revenue	**2,720**	**2,747**	**2,774**	**2,802**	**2,829**	**2,857**	**2,885**	**2,914**	**2,943**	**2,972**	**3,001**	**3,031**	**34,116**	
61110	SALARIES & WAGES	-	684	684	684	684	684	684	684	684	684	684	684	7,524	
61130/61136	PAYROLL TAXES/ADJUSTMENT	-	186	186	186	186	186	186	186	186	186	186	186	2,046	
61309	UTILITIES	-	-	-	-	-	-	-	-	-	-	-	-	-	
61310	ELECTRIC POWER	26	26	26	26	26	26	26	26	26	26	26	26	312	
61330	TELEPHONE	-	-	-	-	-	-	-	-	-	-	-	-	-	
61340	POSTAGE	-	-	-	-	-	-	-	-	-	-	-	-	-	
61345	OFFICE RENT	-	-	-	-	-	-	-	-	-	-	-	-	-	
61370	MANAGEMENT FEE	300	300	300	300	300	300	300	300	300	300	300	300	3,600	
61385	INTERNET-SETUP & MONTHLY COSTS	40	40	40	40	40	40	40	40	40	40	40	40	480	
61422	CLEANING-MISC.	-	-	-	-	-	-	-	-	-	-	-	-	-	
61470	UNIFORMS/NAME TAGS/BADGES	-	-	-	-	-	-	-	-	-	-	-	-	-	
61480	TAXES & LICENSES	-	-	-	-	-	-	-	-	-	-	-	-	-	
61500	PROFESSIONAL FEES	67	67	67	67	67	67	67	67	67	67	67	67	804	
61508	COMPUTER LEASE	-	-	-	-	-	-	-	-	-	-	-	-	-	
61520	OFFICE SUPPLIES	15	15	15	15	15	15	15	15	15	15	15	15	180	
61527	TICKET PURCHASE EXPENSE	-	-	-	-	-	-	-	-	-	-	-	-	-	
61530	GENERAL SUPPLIES	28	28	28	28	28	28	28	28	28	28	28	28	336	
61534	BANK SERVICE CHARGE	297	297	297	297	297	297	297	297	297	297	297	297	3,564	
61536	EMPLOYEE CRIME/DRUG CHECK	-	-	-	-	-	-	-	-	-	-	-	-	-	
61539	EQUIPMENT	-	-	-	-	-	-	-	-	-	-	-	-	-	
61564	VATS ACCESS FEES	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Total Expense	**773**	**1,643**	**1,643**	**1,643**	**1,643**	**1,643**	**1,643**	**1,643**	**1,643**	**1,643**	**1,643**	**1,643**	**18,846**	
	Net Income	**1,947**	**1,104**	**1,131**	**1,159**	**1,186**	**1,214**	**1,242**	**1,271**	**1,300**	**1,329**	**1,358**	**1,388**	**15,630**	

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Republic Parking System, Inc
Budget for 2024
Company: 66 Lot: 65
CITY OF MOBILE WATER STREET

Actual G/L Acct	Description	Dec Dec-23	Jan Jan-24	Feb Feb-24	Mar Mar-24	Apr Apr-24	May May-24	Jun Jun-24	Jul Jul-24	Aug Aug-24	Sep Sep-24	Oct Oct-24	Nov Nov-24	Total 2023 Total	% Δ
51120	TRANSIENT REVENUE	9,409	9,503	9,598	9,694	9,791	9,889	9,988	10,088	10,189	10,290	10,393	10,497	119,330	5%
51226	BAG RENTAL FEES	-	-	-	-	-	-	-	-	-	-	-	-	-	5%
51130	MONTHLY PERMIT SALES	60	60	60	60	60	60	60	60	60	60	60	60	720	
	Total Revenue	**9,469**	**9,563**	**9,658**	**9,754**	**9,851**	**9,949**	**10,048**	**10,148**	**10,249**	**10,350**	**10,453**	**10,557**	**119,330**	
61110	SALARIES & WAGES	-	-	-	-	-	-	-	-	-	-	-	-	-	
61130/61136	PAYROLL TAXES/ADJUSTMENT	-	-	-	-	-	-	-	-	-	-	-	-	-	
61309	UTILITIES	-	-	-	-	-	-	-	-	-	-	-	-	-	
61310	ELECTRIC POWER	26	26	26	26	26	26	26	26	26	26	26	26	312	
61330	TELEPHONE	-	-	-	-	-	-	-	-	-	-	-	-	-	
61340	POSTAGE	-	-	-	-	-	-	-	-	-	-	-	-	-	
61345	OFFICE RENT	-	-	-	-	-	-	-	-	-	-	-	-	-	
61370	MANAGEMENT FEE	300	300	300	300	300	300	300	300	300	300	300	300	3,600	
61385	INTERNET-SETUP & MONTHLY COSTS	40	40	40	40	40	40	40	40	40	40	40	40	480	
61422	CLEANING-MISC.	-	-	-	-	-	-	-	-	-	-	-	-	-	
61470	UNIFORMS/NAME TAGS/BADGES	-	-	-	-	-	-	-	-	-	-	-	-	-	
61480	TAXES & LICENSES	-	-	-	-	-	-	-	-	-	-	-	-	-	
61500	PROFESSIONAL FEES	67	67	67	67	67	67	67	67	67	67	67	67	804	
61508	COMPUTER LEASE	-	-	-	-	-	-	-	-	-	-	-	-	-	
61520	OFFICE SUPPLIES	15	15	15	15	15	15	15	15	15	15	15	15	180	
61527	TICKET PURCHASE EXPENSE	-	-	-	-	-	-	-	-	-	-	-	-	-	
61530	GENERAL SUPPLIES	28	28	28	28	28	28	28	28	28	28	28	28	336	
61534	BANK SERVICE CHARGE	297	297	297	297	297	297	297	297	297	297	297	297	3,564	
61536	EMPLOYEE CRIME/DRUG CHECK	-	-	-	-	-	-	-	-	-	-	-	-	-	
61539	EQUIPMENT	-	-	-	-	-	-	-	-	-	-	-	-	-	
61564	VATS ACCESS FEES	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Total Expense	**773**	**773**	**773**	**773**	**773**	**773**	**773**	**773**	**773**	**773**	**773**	**773**	**9,276**	
	Net Income	**8,696**	**8,790**	**8,885**	**8,981**	**9,078**	**9,176**	**9,275**	**9,375**	**9,476**	**9,577**	**9,680**	**9,784**	**110,774**	

Exhibit B: Republic Insurance Certificate

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/24/2023

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($), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, lhe 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		
MARSH USA, LLC. 3031 N Rock Point Drive Wesl, Suite 700 Tampa, FL 3 607 CN142743557- -GAWUC-23-24	/t'" _mgN c o. E-MAIL ADDRESS:	rltc Nol:
	INSURERISI AFFORDING COVERAGE	NAIC#
	INSURER A : Everest NaLional Insurance Comoanv	10120
INSURED Parking Aggregator LLC 307 Seventh Avenue, Suite 301 New York, NY 10001	INSURER B : N/A	N/A
	INSURER C : Everest Premier Insurance Comoanv	16045
	INSURER D : N/A	N/A
	INSURERE:	
	INSURERF:	

COVERAGES **CERTIFICATE NUMBER:** ATL-005656707-01 **REVISION NUMBER:** 1

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	
	X COMMERCIAL GENERAL LIABILITY			RM3GL00010-231	10/01/2023	10/01/2024	EACH OCCURRENCE	$ 2,000,000
	D CLAIMS-MADE 0 OCCUR						:1,'U'i'., :. ncel	$ 1,000,000
	X SIR $250,000						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$ 4,000,000
	M POLICY ☐ rr&r ☐ LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER						GEN AGG PER LOG	$ 20,000,000
A	AUTOMOBILE LIABILITY			RM3CAOOOi2-23i (AOS)	10i01il023	10/01/2024	COMBINED SINGLE LIMIT (Ee acddanll	$ 2,000,000
A	X ANY AUTO			RM3CA00011-231 (MA)	10/01/2023	10/01/2024	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						rf...?: JA;.RA AGE	$
								$
	UMBRELLA LIAB H OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	OED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			RM"3WG00009-231 (AOS)	iU/UWU,J	iU1U1/2024	X TUTE OTH-ER	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? YIN 0	NIA		RM3WC00008-231 (FL,ME,NJ)	05/01/2023	05/01/2024	E.L. EACH ACCIDENT	$ 1,000,000
A	(Mandatory In NH)			RM3WC00007-231 (MA, WI)	10/01/2023	10/01/2024	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS I LOCATIONS/ VEHICLES (ACORD 101. Additional Remarks Schadule, may be attached if more spaca is required)

CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile, AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

.s.,,,, e

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AGENCY CUSTOMER ID: _C-=--N--'-'-14_27_4-=--35;;_:5;_7_____

LOC#: Tampa

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA, LLC	Parking Aggregator LLC 307 Seventh Avenue, Suite 301 New York, NY 10001
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

Auto Physical Damage and Garagekeepers (AOS) -
Everest Indemnity Insurance Company
10/01/2023 - 10/01/2024
APO#- RM3CA00010-231 GKLL# - RM3CA00022-231
GKLL Limit - $1,000,000 per location on an excess basis
APO- $50,000 deductible per unit GKLL- $150,000 SIR per unit

Auto Physical Damage and Garagekeepers (MA) -
Everest Indemnity Insurance Company
10/01/2023-10/01/2024
APO#- RM3CA0000S-231 GKLL#- RM3CA00023-231
GKLL Limit - $1,000,000 per location on an excess basis
APO - $50,000 deductible per unit GKLL - $150,000 SIR per unit

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Supplemental Documents for Agenda Package

Original Contract

and

First Amendment to Original Contract with Republic Parking System LLC

OPERATIONAL CHANGE ORDER APPROVAL FORM
AGENDA NOT REQUIRED

NAME OF CONTRACT: Amendment to Parking Management Agreement (memorialize 2 yr extension already Council approved in 2018 contract, add small ancillary RV City task, clarify car expensing.)

PROJECT LOCATION: Downtown Mobile; note this is a net Revenue contract. Monthly Expenses pd to Vendor avg $35K /mo out of Revenues collected avg $80K/mo (amt below is 24 mo expense ext)

DEPARTMENT PROJECT NUMBER: n/a

CHANGE ORDER #: 1 **AMOUNT:** $840,000 ○ **DEDUCT** ◉ **ADD**

OPERATIONAL ACCOUNT: 1004 9022 34220,34225, 34460

VENDOR #: 295617 **VENDOR NAME:** Republic Parking System LLC

Prepared by: Don Rose **Date:** 06/16/2022

REVIEWED AND APPROVED BY:

Joseph Snowden
07/13/2022 11:26 AM
joseph.snowden@cityofmobile.org

Joseph Snowden
07/13/2022 11:27 AM
joseph.snowden@cityofmobile.org

Joseph Snowden
07/13/2022 11:27 AM
joseph.snowden@cityofmobile.org

Celia Sapp
07/20/2022 03:46 PM
sappc@cityofmobile.org

Cherlina Monteiro
07/21/2022 10:41 AM
cherlina@cityofmobile.org

Ricardo Woods
08/08/2022 02:35 PM
rwoods@cityofmobile.org

AGENDA NOT REQUIRED

DocuSign Envelope ID: 88BA57E9-2BFD-4C3F-B388-9F678022CA03

AMENDMENT TO MANAGEMENT AGREEMENT

THIS AMENDMENT is dated as of November 2, 2021
BETWEEN:

Republic Parking System , LLC
300 Dauphin Street
Mobile, AL 36602

("Republic")

AND:

City of Mobile
201 South Water St.
Mobile, AL 36602

(the "City")

WHEREAS:

A. Republic and the City entered into a management agreement (the "Agreement") effective **October 23, 2018,** regarding the operation and management of a parking program including metered, time, paid or permitted parking on the City right of way or on property owned by the City in and around its Central Business District;

B. The Term of the Management Agreement is to expire **October 31, 2021**;

C. The parties have agreed to amend the Management Agreement as set out herein, with such amendments to be made effective as of and from **November 1, 2021**, and hereby ratify and affirm those amendments.

NOW THEREFORE, THIS AMENDMENT WITNESSES THAT in consideration of the promises and mutual covenants and agreements herein contained, the parties agree as follows:

1. All capitalized words used but not defined herein shall have the meanings given to them in the Management Agreement.

2. The City has exercised its option to extend the term of the Management Agreement noted in Section 2.2 of the Agreement. The Agreement was extended for an additional period of **24** months effective **November 1, 2021** and the Term shall accordingly expire on **October 31, 2023** (unless earlier terminated or extended in accordance with the terms of the Management Agreement).

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3. The Agreement is hereby amended by inserting the following provision as a new **Section 15.5** of the Agreement

During the initial term of this Agreement, the City paid Republic a vehicle usage fee for use of vehicles for the purpose of vehicle enforcement at the property in the amount of $55,264.35, which compensates Republic in full for the cost of all vehicles used to provide service under this Agreement, including the initial and all renewal terms. No vehicle usage fees are due to Republic during any renewal terms.

At all times Republic maintains title to the vehicles, insures the vehicles, and maintains ownership and possession of the vehicles at the end of the contract period, including any renewal periods.

The Agreement is hereby amended by inserting the following provision as a new Section 7.6 of the Agreement:

7.6 Republic will manage the area known as RV City, as depicted in Exhibit 1 attached hereto and incorporated herein, for an annual fee of $600. Fees collected at RV City are Gross Revenues, deposited and distributed to the City in the same manner as other Gross Revenues collected on behalf of the City under this Management Agreement.

4. **Section 16.1** of the Agreement referring to the Notice Address of Republic shall be amended and updated as follows:

If to Republic:
Republic Parking System
Attn: Legal Department
78 SW 7th Street
5th Floor
Miami, FL 33130

WITH A COPY TO:
legalnotices@reeftechnology.com

realestate.notices@reeftechnology.com

5. This Amendment shall be read with and form a part of the Management Agreement. Apart from the foregoing, all other terms and conditions of the Management Agreement remain unchanged.

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6. Republic agrees that it will not discriminate against anyone whomsoever because of race, religion, color, sex, national origin, disability or age.

IN WITNESS OF THE ABOVE, the parties have executed this Amendment by their duly authorized representatives.

Republic Parking System, LLC

DocuSigned by:
Leonard Carder
ACD94E55AB4345F...

By: Leonard Carder

Title: President Real Esta

City of Mobile

William S. Stimpson
2022.08.09 09:15:17
-05'00'

08/09/2022

By: William S. Stimpson Date

Title: Mayor

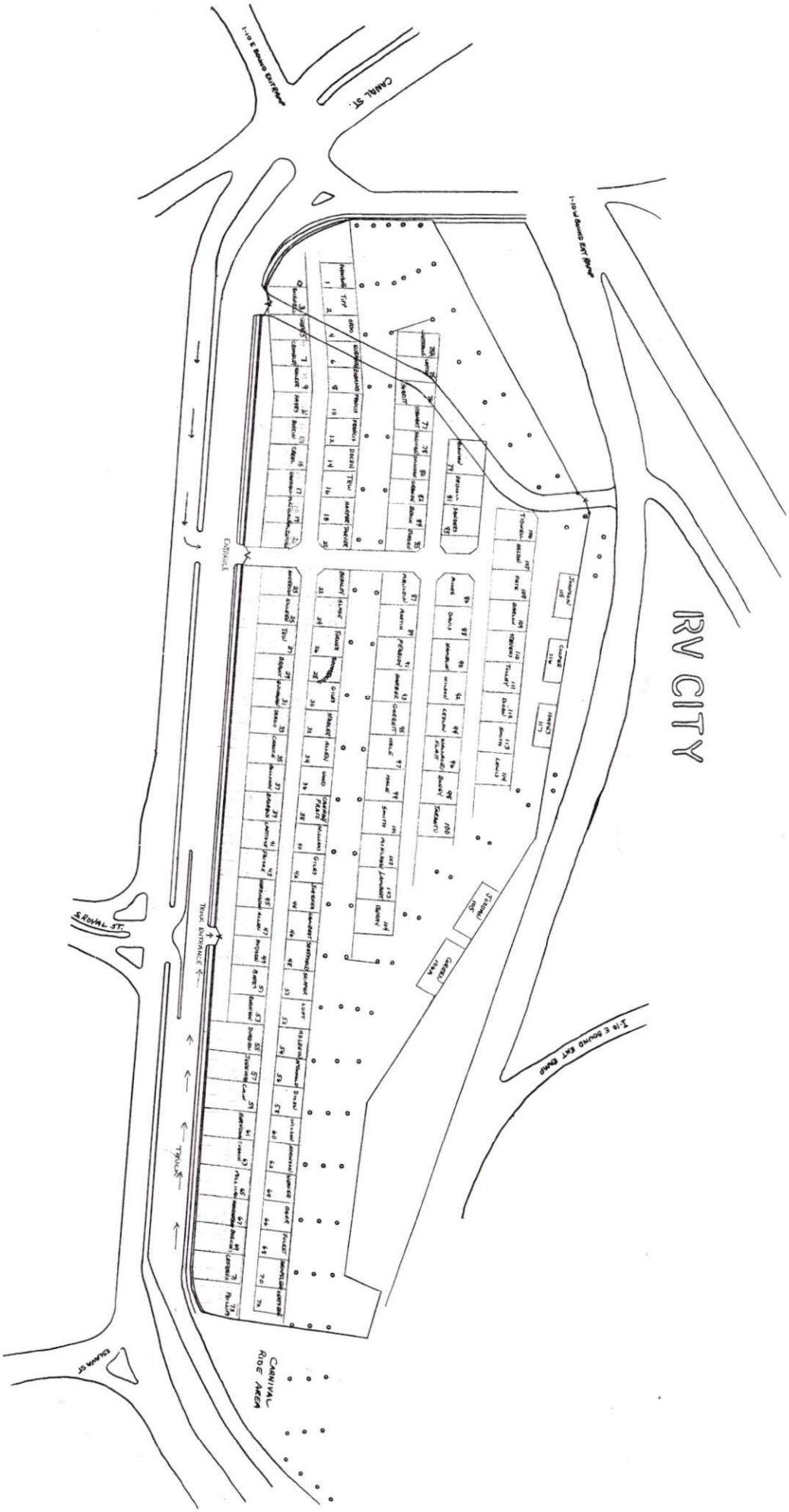
Attest

08/09/2022

City Clerk Date

DocuSign Envelope ID: 88BA57E9-2BFD-4C3F-B388-9F678022CA03

EXHIBIT 1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/21/2021

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
Marsh USA, Inc.
3031 N. Rocky Point Drive West, Suite 700
Tampa, FL 33607

CN129383541-Globa-GAWU-21-22

CONTACT NAME: Kris Good
PHONE (A/C, No, Ext): 954-838-3400 **FAX (A/C, No):**
E-MAIL ADDRESS: kristofer.good@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest National Insurance Co	10120
INSURER B : ACE Property & Casualty Insurance Company	20699
INSURER C : Everest Premier Insurance Company	N/A
INSURER D : Beazley Insurance Company, Inc.	37540
INSURER E : N/A	N/A
INSURER F :	

INSURED
Republic Parking System, LLC
633 Chestnut Street Suite 2000
Chattanooga, TN 37450

COVERAGES **CERTIFICATE NUMBER:** ATL-005272109-06 **REVISION NUMBER:** 0

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 SIR $250,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			RM3GL00010-211	09/29/2021	09/29/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG GEN AGG PER LOC LIMIT	$ $ $ $ $ $ $	2,000,000 1,000,000 N/A 1,000,000 4,000,000 4,000,000 20,000,000
A A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			RM3CA00012-211 (AOS) RM3CA00011-211 (MA)	09/29/2021 09/29/2021	09/29/2022 09/29/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	2,000,000
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 25,000			XEUG72543117001	09/29/2021	09/29/2022	EACH OCCURRENCE AGGREGATE	$ $	10,000,000 10,000,000
C A A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		RM3WC00009-211 (AOS) RM3WC00008-211 (FL) RM3WC00007-211 (Retro)	09/29/2021 09/29/2021 09/29/2021	09/29/2022 09/29/2022 09/29/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
D	Crime			V1FFC1200401	01/01/2022	01/01/2023	Limit		5,000,000

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

Re: RE:066/61, 066/62, 066/63, 066/64, 066/65

Certificate Holder is included as Additional Insured where required by written contract with respect to General Liability.

Waiver of Subrogation is applicable where required by written contract and subject to policy terms and conditions with respect to General Liability.

CERTIFICATE HOLDER

City of Mobile
PO Box 1827
205 Government Street, Mobile, AL 36644
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
of Marsh USA Inc.

Marsh USA Inc.

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AGENCY CUSTOMER ID: CN129383541

LOC #: Tampa

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Marsh USA, Inc.		Republic Parking System, LLC 633 Chestnut Street Suite 2000 Chattanooga,TN 37450
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

Auto Physical Damage and Garagekeepers (AOS) -
Everest National Indemnity Company
09/29/2021 -09/29/2022
RM3CA00010-211
ACV or Cost to repair,whichever is less

Garage Keepers Legal Liability
$1,000,000 Per Location
$150,000 SIR Per Unit

Auto Physical Damage and Garagekeepers (MA) -
Everest National Indemnity Company
09/29/2021 -09/29/2022
RM3CA00009-211
ACV or Cost to repair, whichever is less

Garage Keepers Legal Liability
$1,000,000 Per Location
$150,000 SIR Per Unit

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PARKING MANAGEMENT AGREEMENT

This AGREEMENT is dated as of Oct. 23, 2018 by **Republic Parking System, LLC** ("Republic"), and **City of Mobile** (the "City").

WHEREAS, the City has a parking program consisting of on-street parking spaces and off-street parking facilities in downtown Mobile (the "Parking Program");

WHEREAS, Republic provides professional parking management services to municipalities;

AND WHEREAS, the City desires to engage Republic to manage the Parking Program and Republic desires to manage the Parking Program;

NOW, THEREFORE, the City and Republic agree as follows:

1 Engagement

1.1 The City hereby engages Republic to operate and manage the Parking Program in accordance with the terms and conditions of this Agreement and the specifications of the City respecting operation of the Parking Program, as communicated to Republic from time to time, including (without limitation), labor schedules, parking rates and times, technology, permit programs, space utilization, enforcement, special conditions for parkers and parking arrangements for the tenants or employees of the City. Republic is expected and required to instill and maintain a strong focus on customer service in all of its employees, demonstrate expertise and professionalism in parking management and enforcement, and provide a stable, well-trained workforce to the provide an efficient and effective Parking Program. Republic's operation of the program will be consistent with the City's Request for Qualifications (RFQ 2018-004), and Republic's representations in its responses to RFQ 2018-004, which are hereby incorporated by reference.

1.2 The "Parking Program" to be managed by Republic will consist of metered, timed, paid, or permitted parking spaces and facilities on the City right of way or on property owned by the City in Mobile's Central Business District or immediately proximate to that location. These include all currently metered, timed, paid, or permitted parking spaces, and may include additional spaces as directed by the City in coordination with Republic.

1.3 The reservation by the City of any rights granted by this Agreement, or the exercise by the City or by any party authorized by law of a right to inspect goods provided or services performed by Republic, shall in no case be construed or considered as controlling or attempting to control the performance of the work of Republic. Except as may otherwise be agreed between the City and Republic in writing, any such rights of approval over the general methods employed by Republic shall be limited to those matters affecting the maintenance of good public

relations and the safety of the City's personnel and facilities. In all cases, Republic's status shall remain that of an independent contractor, and nothing in this Agreement will be construed to create a fiduciary relationship, partnership or joint venture between the parties, nor to limit, in any manner, either party in the carrying out of its own business or activities.

2 Term and Termination

2.1 The term of this Agreement will be for **three years,** from **December 1, 2018,** (the "Commencement Date") until **November 31, 2021**, unless terminated earlier as may be permitted in this Agreement. The initial term and any extension or renewal thereof is collectively called the "Term". Each twelve (12) consecutive month period beginning on the first day of **December** and continuing through the last day of the following **November** during the Term of this Agreement will be referred to as an "Operating Year."

2.2 At the conclusion of the initial three year Term of this Agreement, the City shall have the option to extend the Agreement for an additional Two year period (the "Extension Period").

2.3 Either party will have the right to terminate this Agreement if the other party is in breach of a material term or condition of this Agreement and fails to cure the breach within **thirty (30)** days, or such additional time as is reasonably necessary, of its receipt of written notice from the innocent party specifying the nature of the breach. Upon such termination, neither party will have any responsibility to the other except for any provision of this Agreement which expressly survives termination, and except for all amounts accruing due and payable between the parties as of the effective termination date, which shall be paid within thirty (30) days.

2.4 The City will have the right to terminate this Agreement at any time, with or without cause, upon not less than **ninety (90)** days prior written notice to Republic, subject to the terms and conditions herein.

2.5 Upon termination of Republic's service for any reason, including expiration of this Agreement, Republic, and all persons holding or claiming under Republic, shall surrender possession of the parking facilities, or any related facility or lot, to the City, maintained as provided for in this Agreement. Upon such termination, Republic shall have the right to remove from the City's facilities all personal property, tools, machinery, and trade fixtures and equipment owned by Republic at its own expense, provided, however, that Republic shall repair any damage to the City's property caused by the removal of such property. If a facility is not surrendered as provided above, Republic shall pay the City all amounts of damage incurred by the removal of Republic's property.

3 Management Fee

3.1 In this Agreement:

(a) "Balance of Revenue" means Gross Revenue minus Operating Expenses;

(b) "Gross Revenue" means all revenue, whether hourly, daily or monthly, collected by the City or Republic from parking program customers in connection with the operation of the Parking Program, but not to include pass-through charges directly from customers to third-party vendors such as credit card or software transaction fees. The City will promptly and accurately report to Republic all Gross Revenue collected directly by the City;

(c) "Meter Revenue" means annual revenues derived from the Program parking meters, including payments received from mobile phone applications, but not to include pass-through charges directly from customers to third-party vendors such as credit card or software transaction fees;

(d) "Net Meter Revenue" means Meter Revenue minus Operating Expenses;

(e) "Operating Expenses" means those expenses, including Taxes thereon, attributable to operation of the Parking Program including, but not limited to, those expenses set out in **Exhibit A** attached and incorporated into this Agreement, but excluding the Base Management Fee. Operating Expenses are those expenses included in the approved Operating Budget or otherwise specifically approved by the City. Certain costs, as set forth on Exhibit B, are specifically excluded from the definition of Operating Expenses for the purpose of this Agreement and will be borne directly by the City;

(d) "Taxes" means all transaction value, sales and any other taxes, rates, charges or assessments levied, rated, charged or assessed or required to be collected or paid (or both collected and paid) in the operation of the Parking Program, but excludes taxes on income, real property and capital; and,

e) "Operating Budget" - Not less than one hundred twenty (120) days prior to each applicable Fiscal Year, Republic shall prepare and cause to be delivered to the City for its review and consideration a written draft operating budget in connection with the operation of the Parking Program, which draft operating budget shall contain an estimate for each such Fiscal Year on a monthly basis of gross revenues, operating expenses (including estimated City expenses) and capital expenditures.

Upon review of the draft operating budget prepared by the Republic and such other reviews and considerations as the City determines are reasonable and necessary, the City shall adopt an operating budget for the Parking Facilities and shall, at least thirty (30) days prior to the start of the Fiscal Year, cause the operating budget to be delivered to the Republic.

Republic shall operate within the approved operating budget and shall not exceed the total approved expenses without prior authorization from the City. Republic shall include in its monthly statements delivered pursuant to Section 3.4 a

comparison of actual operating figures with budget operation figures as set for in the operating budget.

For the initial fiscal year, the Operating Budget will be as agreed upon in Schedule C, in consideration of the planned Equipment List in Schedule C and Amortization Schedule in Schedule D.

3.2 As compensation for the services rendered by Republic, the City will pay Republic:

(a) a base monthly management fee of **$2,166** (the "Base Management Fee"); plus

(b) an annual incentive fee (the "Incentive Fee") equal to **8.5**% of the amount by which the Operating Year Net Meter Revenue exceeds $240,000.00. The Incentive Fee shall be calculated and paid within thirty (30) days of the conclusion of each Operating Year during the Term of this Agreement, and any extension thereof.

(c) The Management Fee is to be increased to $2,250 per month on the 4th and 5th year of the agreement.

3.3 For the period beginning at contract execution through September 30, 2019, Republic will deposit the Gross Revenue daily into its bank account and deduct the Management Fee and Operating Expenses from the operation of the Parking Program. On or before the twentieth calendar day of each month, Republic will give the City a statement for the preceding calendar month setting out a summary of revenues by source, the Management Fee, and Operating Expenses for such month, together with:

(a) A check (or other agreed upon payment form) for the Balance of Revenue; or

(b) An invoice for any deficiency. The City will pay such deficiency within thirty calendar days after receipt of Republic's invoice.

3.4 Beginning on and after October 1, 2019, instead of the cash handling defined in paragraph 3.3 above, and if so requested by the City, the following cash handling procedures will apply.

(a) Republic shall transfer to the City all revenue received from its management and operation of City parking lots, public streets and applicable meters and any revenue generated from citations or penalties related to violation of parking regulations or ordinances, and any other revenue related to City parking facilities. This revenue shall be deposited into a bank account owned and managed by the City. The City shall be responsible for providing and using its own Merchant Identification Number in connection with all debit card and credit card transactions.

(b) The City shall pay Republic the Management Fee and reimburse Operating Expenses monthly upon receipt and approval of a detailed revenue and expense statement as required by the RFQ/RFP and this Contract. The City will make payments within 30 days of the date of receipt of an accurate and properly submitted invoice.

3.4 Republic will collect applicable Taxes, if any, paid by customers of the Parking Program, and remit them to the taxing authority as required by law.

3.5 If this Agreement commences on any date other than the first of the month, then the parties will adjust all revenues, expenses, deposits and accounts receivable as of midnight the evening before the Commencement Date.

4 Staff

4.1 Republic will employ or retain the services of all personnel necessary to operate the Parking Program in accordance with the terms of this Agreement and the requirements of the City and will provide, at no additional cost to the City, all necessary executive and supervisory personnel who are not stationed at the Parking Program but are required for the proper management of the Parking Program. Republic shall be solely responsible for the hiring, direction, discipline, promotion and discharge of its employees. All Parking Program personnel will wear neat and clean uniforms.

4.2 The City may require Republic to increase or decrease the number of persons employed at, or in respect of, the Parking Program. The City will have the right, acting reasonably, to require the removal from the Parking Program of any employee whose conduct, background, experience, appearance, or demeanor is not reasonably satisfactory to the City.

4.3 Republic will maintain and provide the City with a list of all key personnel involved with the project, and will provide the City with timely written notice of any changes in key personnel.

5 Complaints

5.1 Republic agrees to receive, handle and record in an accessible, prompt and courteous manner all complaints received from patrons of the Parking Program. Republic will provide a written monthly report to the City of the complainant's name and contact information, date, time, location, nature, and resolution of complaints received related to complaints from the previous month.

6 Compliance With Laws

6.1 Republic will comply with all federal, state and municipal laws, ordinances and regulations pertaining to its operations at the Parking Program including, without limitation, laws relating to equal opportunity employment and federal, state and

municipal tax withholding laws. Any reasonable expense incurred by Republic by reason of this section will be included as an Operating Expense.

6.2 Republic agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. By signing this contract, the contracting parties affirm, for the duration of the understandings that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.

6.3 Republic 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.

7 Maintenance and Facilities

7.1 Republic is responsible for the acquisition and maintenance of the real property space from which to operate the Parking Program at Republic's expense for rent and utilities.

7.2 Republic will maintain all on-street parking equipment, meters, and signage in accordance with the requirements of Exhibits A and B.

7.3 The City does not initially intend that Republic will manage City off-street parking garage facilities. The City does expect that Republic will manage some off-street City parking lots at some future time, and addition of any off street parking management as part of the Parking Program will occur only after mutual agreement on amendment to the Parking Program budget. This agreement does not guarantee that City will include in the Parking Program any City parking facilities, including any facilities that the City may acquire or put under professional management during the term of this contract.

7.4 Republic will maintain the Parking Program parking equipment and signage in working order, including but not limited to parking meters, enforcement equipment and revenue control system. Republic will consult with the City to develop a mutually agreeable written schedule of additional routine maintenance obligations for the Parking Program. The City acknowledges and agrees that periodic minor repairs made by Republic as a customer service gesture shall not be construed as modifying its agreed schedule of maintenance obligations. The parties further agree that Republic shall not be responsible for capital or structural repairs or replacements pursuant to this Agreement, and shall not assume the role of general contractor on behalf of the City unless otherwise expressly agreed in

writing. Republic shall conduct its repair and maintenance activities in a timely and economical manner.

7.5 Republic will maintain the Parking Program in a clean, neat and orderly condition, free of dirt, garbage and other refuse. The City agrees to maintain the sidewalks and curb cuts adjacent to the Parking Program parking spaces in accordance with applicable municipal bylaws, if any. The City will also be responsible for all Parking Program repairs of a capital or structural nature, including, but not limited to, electrical, plumbing, pavement repair, painting of the structure, replacement of all mercury or sodium lighting tubes and ballasts, repairs to the walls and floors of the Parking Program, sinkholes, and repair or maintenance of fire and ventilation systems and elevators. Any structural, mechanical, electrical or other installations or any alterations required by statutes or regulations pertaining to air quality, environmental protection, provisions for persons with disabilities or other similar governmental requirements will be the sole responsibility of the City. It is agreed that any Claims (defined below) resulting from design or structural faults or defects shall be the responsibility of the City.

8 Controls for Deposits and Disbursements

8.1 Republic will maintain a system of internal controls covering income and expenses. All records pertaining to Gross Revenue including, without limitation, parking tickets, monthly parking records, coupon and validation stamp sales and redemption records, cash register tapes, cashier reports, daily reports and deposit slips, as well as all records pertaining to disbursements, will be available for examination and audit to the City and its authorized representatives upon five (5) days written notice by the City to Republic.

9 Insurance

9.1 Republic will obtain and maintain the following types of insurance in not less than the indicated amounts with companies authorized to do business in the state of Alabama:

(a) worker's compensation insurance in statutory limits;

(b) commercial general liability insurance for bodily injury and property damage in the amount of $2,000,000 per occurrence and naming the City as an additional insured with respect to liability arising out of the operations of Republic; and

(c) employee dishonesty insurance on all of its employees in an amount of not less than $50,000 per occurrence.

9.2 Republic will furnish to the City certificates evidencing the foregoing insurance, upon request, and such certificates will contain an endorsement providing that the insurer shall provide thirty (30) days' notice to the certificate holder in the event of cancellation but that any failure to do so shall impose no obligation on

Republic or its agents or representatives. Premiums with respect to the policies which Republic must obtain and any deductibles thereunder will be paid by Republic and will constitute Operating Expenses. Any losses not covered by the foregoing insurance will constitute expenses of the City.

10 Indemnities

10.1 Except with respect to items designated as Operating Expenses in this Agreement, Republic will, at its own cost and expense, defend, indemnify and hold the City harmless from and against any and all claims, actions, liabilities, losses, costs and expenses, including reasonable legal fees and disbursements (individually and collectively, "Claims") suffered by the City by reason of claims of third parties and attributable to the negligence or willful misconduct of Republic or any of its employees or agents, including, without limitation, claims arising from property damage or injury or death to any person, except for and to the extent arising from the negligence or willful misconduct of the City and those for whom it is responsible at law.

11 Security

11.1 The City expressly acknowledges that Republic's obligations in connection with the management, operation and promotion of the Parking Program, and related employment of staff, do not include the provision of service, supervision, or furnishing of personnel in connection with the personal safety and security of employees, tenants, customers, or other persons within and about the Parking Program and their respective personal property. Republic does not have knowledge or expertise as a guard or security service, and does not employ personnel for that purpose, nor do Republic's employees undertake the obligation to guard or protect customers and their property against the intentional acts of third parties. The City will determine, at the City's discretion, whether and to what extent any precautionary warnings, security devices, or security services may be required to protect patrons and their personal property in and about the Parking Program.

11.2 Nothing in this Section shall be construed to derogate from Republic's responsibility to be attentive to activities within the Parking Program that are discernible to Republic's staff or from its responsibility to report any security matters that come to Republic's attention. If the City elects to retain the services of a security contractor, Republic shall communicate and coordinate with the contractor to facilitate an effective security presence in the Parking Program.

12 Waiver of Subrogation

12.1 Except as otherwise specifically provided in this Agreement, Republic and the City waive all rights of recovery against each other for loss or damage arising from any cause insured against by their respective policies of insurance up to the stated limits of those policies, save and except for any deductible amount.

13 Assignment

13.1 This Agreement may not be assigned by Republic without the prior written consent of the City, which consent will be reasonably granted or withheld at the City's sole discretion, except that Republic shall not be required to seek consent where Republic's parent entity owns (directly or indirectly) at least a 50% interest in the assignee.

14 Permits and Licenses

14.1 The City agrees that the Parking Program may be used as a commercial parking Program. Republic will apply for and secure, in its own name, all municipal permits and licenses required for the Parking Program and carry out the responsibility under all such permits and licenses to the public and to the agencies having jurisdiction. Any expenses incurred by Republic in discharging its responsibilities under this Section will be Operating Expenses.

15 Equipment

15.1 The City acknowledges that Republic will, at its own expense, install at the Parking Program the new parking equipment and/or signage described on Schedule "D" (collectively, including Taxes and installation charges, the "Equipment").

15.2 The City shall reimburse Republic for the cost of the Equipment, which shall be amortized over a 36-month period, commencing as of the installation of the Equipment (or such other date as the parties may mutually agree), at an interest rate of **6.75%** per annum. The expected amortization schedule is attached to this Agreement as Schedule "E". The City hereby authorizes Republic to deduct the monthly amortization amount as an Operating Expense. The City reserves the right to prepay any or all of the outstanding equipment cost without penalty. City prepayment will result in recalculation of the amortization schedule to reflect the City's outstanding balance owed and term remaining.

15.3 The Equipment will remain the property of Republic until the City has paid to Republic the full cost of the Equipment plus interest, if any. Republic, on the City's behalf, will purchase personal property insurance to cover the Equipment naming Republic as the initial loss payee on such policy. The cost of the insurance will be an Operating Expense.

15.4 The City will pay to Republic the remaining unamortized cost of the Equipment:

(a) upon the termination of this Agreement for any reason prior to payment in full of the Equipment, plus interest, if any; or

(b) at any time during the Term at the City's sole discretion,

and in any such event, upon payment by the City, Republic will deliver to the City a bill of sale transferring the Equipment to the City upon request.

16 Notices

16.1 Any notice, approval or other communication required under this Agreement will be deemed given if sent by courier or mail, with confirmation of receipt by signature, to the address set forth below or to such other address as was last designated by a written notice of the other party:

If to the City:
City Attorney
City of Mobile
PO Box 1827
Mobile, Alabama 36633-1827

If to Republic:
Ty Stafford, CEO
633 Chestnut Street, Suite 2000
Chattanooga, TN 37450

With a copy to:
General Counsel, Republic
300-601 W. Cordova Street, Vancouver, British Columbia V6B 1G1

19 Modification

19.1 This Agreement constitutes the entire agreement between the parties, and it may not be amended or modified except in a written document signed by each party.

20 Severability

20.1 If, for any reason, any one or more of the provisions of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated by this Agreement to be unreasonable.

21 Benefits and Burdens

21.1 The terms and conditions of this Agreement will be binding upon and will inure to the benefit of the City, Republic and their respective successors and assigns. This Agreement is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any Third Party beneficiary rights) with respect to or in connection with any agreement or provision

contained herein or contemplated hereby, except as otherwise expressly provided for in this Agreement.

24 Survival

24.1 The indemnities set out in this Agreement, and the financial obligations of the parties to each other accruing up to the effective date of termination, shall survive the expiry or earlier termination of this Agreement.

25 Governing Law

25.1 This Agreement will be governed by and construed in accordance with the laws of the state of Alabama, and venue for any civil litigation between the parties hereto shall be in the Circuit or District Court of Mobile County, Alabama.

01-717 2018

RESOLUTION

Sponsored by: Mayor Stimpson, Council Vice President Manzie

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Management Services Agreement, by and between the City of Mobile and REPUBLIC PARKING SYSTEM, LLC, in the amount of approximately $77,976 plus expenses and incentive fees, for operation and management of on street and other City-controlled parking downtown, as outlined in the agreement attached hereto and made a part hereof as though set forth in full.

A copy of said agreement is on file in the Office of the City Clerk.

Adopted: 10-23-18

City Clerk

26 Signatures

IN WITNESS WHEREOF, the City and Republic have caused this Agreement to be executed as of the date first set forth above.

Republic Parking System, LLC

Allan Villegas — 10.19.18

Title: CFO — Date

City of Mobile

10-29-18

By Its Mayor: — Date

Gina Merchant

Attest, City Clerk - asst

EXHIBIT A

LIST OF OPERATING EXPENSES

(i) Wages of supervisory personnel assigned to the Parking Program, attendants, cashiers, clerical and audit staff including Payroll Overhead. Payroll Overhead shall include applicable payroll taxes, worker's compensation, unemployment insurance, social security, health and life insurance, 401(k) matches, and administration of these programs, and shall be charged out as a single Operating Expense at a rate of 28% of total payroll

(ii) Repair and maintenance of the equipment

(iii) Ticket supply, cards and decals

(iv) Power and hand sweeping and cleaning, and line painting as required

(v) Insurance costs, including premiums and loss control measures, and the cost of any claims, including deductible or reimbursement clause amounts and including settlements, judgments, court appearances and reasonable legal fees and related costs and disbursements

(vi) Postage, noticing and invoicing

(vii) Telephone

(viii) Uniforms

(ix) Payroll processing

(x) Accounting, including costs of audits, if applicable

(xi) Vehicle and equipment expenses, including applicable equipment licenses and fees

(xii) Bank and credit card processing charges and chargebacks

(xiii) Employee costs including background checks

(xiv) Miscellaneous or indirect expenses

(xv) Office rental and utilities

EXHIBIT B

EXPENSES TO BE DIRECTLY PAID BY CITY

(i) Elevator and plant equipment service and maintenance contracts, if applicable

(ii) Utilities charges, except for any space leased directly by Republic

(iii) Real and personal property taxes of the Parking Program, and any other taxes, rates, charges, or assessments levied, rated, charged, or assessed against the Parking Program, the operation thereof, the Business of parking motor vehicles in the Parking Program, and the Management Fee, including, without limitation, any tax directed, directly or indirectly, at the parking of motor vehicles. This would not include any real

(iv) Cost of premiums for fire and extended coverage insurance for City owned off-street parking facilities.

(v) Capital expenditures, improvements, alterations, additions and all costs associated with structural repairs and improvements made to the Parking Program for City owned off-street parking facilities.

EXHIBIT C INITIAL ANNUAL BUDGET (does not include Capital Amortization)

City of Mobile
Operating Expense Budget
November 2018 - October 2019

On-Street Program Summary

REPUBLIC PARKING
an impark company

	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Annual Total
						New Meters, Pay by Phone and LPR Technology in Place							
Revenue													
Meter - Coin	$ 38,000	$ 38,000	$ 36,000	$ 35,000	$ 40,000	$ 41,000	$ 42,000	$ 45,000	$ 49,000	$ 45,000	$ 40,000	$ 43,000	$ 494,000
Meter - Credit	$ -	$ -	$ 4,200	$ 5,600	$ 6,000	$ 6,600	$ 6,900	$ 7,500	$ 8,500	$ 8,500	$ 9,500	$ 10,500	$ 73,800
Meter Pay by Cell	$ -	$ -	$ 500	$ 650	$ 800	$ 950	$ 1,100	$ 1,200	$ 1,400	$ 1,600	$ 1,600	$ 1,600	$ 11,400
Citations	$ 12,000	$ 16,000	$ 18,000	$ 18,000	$ 21,000	$ 20,000	$ 22,000	$ 22,000	$ 24,000	$ 22,000	$ 20,000	$ 22,000	$ 237,000
Meter Bagging	$ 500	$ 500	$ 500	$ 500	$ 500	$ 500	$ 500	$ 500	$ 500	$ 500	$ 500	$ 500	$ 6,000
Permits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Revenue	**$ 50,500**	**$ 54,500**	**$ 59,200**	**$ 59,750**	**$ 68,300**	**$ 69,050**	**$ 72,500**	**$ 77,200**	**$ 83,400**	**$ 78,600**	**$ 71,600**	**$ 77,600**	**$ 822,200**
Operating Expenses													
Payroll													
Management	$ 5,710	$ 5,710	$ 5,710	$ 5,710	$ 5,710	$ 5,710	$ 5,710	$ 5,710	$ 5,710	$ 5,710	$ 5,710	$ 5,710	$ 68,520
Administration	$ 4,140	$ 4,140	$ 4,140	$ 4,140	$ 4,140	$ 4,140	$ 4,140	$ 4,140	$ 4,140	$ 4,140	$ 4,140	$ 4,140	$ 49,674
Enforcement	$ 2,774	$ 2,774	$ 2,774	$ 2,774	$ 2,774	$ 2,774	$ 2,774	$ 2,774	$ 2,774	$ 2,774	$ 2,774	$ 2,774	$ 33,288
Meter Technician	$ 4,100	$ 4,100	$ 4,100	$ 4,100	$ 4,100	$ 4,100	$ 4,100	$ 4,100	$ 4,100	$ 4,100	$ 4,100	$ 4,100	$ 49,200
	$ 2,200	$ 2,200	$ 2,200	$ 2,200	$ 2,200	$ 2,200	$ 2,200	$ 2,200	$ 2,200	$ 2,200	$ 2,200	$ 2,200	$ 26,400
Total Payroll	$ 14,784	$ 14,784	$ 14,784	$ 14,784	$ 14,784	$ 14,784	$ 14,784	$ 14,784	$ 14,784	$ 14,784	$ 14,784	$ 14,784	$ 177,408
Payroll O+	$ 4,140	$ 4,140	$ 4,140	$ 4,140	$ 4,140	$ 4,140	$ 4,140	$ 4,140	$ 4,140	$ 4,140	$ 4,140	$ 4,140	$ 49,674
Hiring & Recruiting	$ 525	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 1,625
Training	$ 900	$ -	$ -	$ -	$ -	$ 500	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,400
Uniforms	$ 900	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 2,000
Liability Insurance	$ 1,232	$ 1,232	$ 1,232	$ 1,232	$ 1,232	$ 1,232	$ 1,232	$ 1,232	$ 1,232	$ 1,232	$ 1,232	$ 1,232	$ 14,784
Vehicle Insurance	$ 617	$ 617	$ 617	$ 617	$ 617	$ 617	$ 617	$ 617	$ 617	$ 617	$ 617	$ 617	$ 7,404
Vehicle Repairs	$ -	$ -	$ -	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 1,800
Meter Data Fees	$ -	$ -	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 25,000
Meter Sensor Fees	$ -	$ -	$ 1,200	$ 1,200	$ 1,200	$ 1,200	$ 1,200	$ 1,200	$ 1,200	$ 1,200	$ 1,200	$ 1,200	$ 12,000
Credit Card Fees - Meters	$ -	$ -	$ 168	$ 224	$ 240	$ 264	$ 276	$ 300	$ 340	$ 340	$ 360	$ 420	$ 2,932
Marketing & Promotion	$ 900	$ 75	$ 75	$ 75	$ 75	$ 75	$ 75	$ 75	$ 75	$ 75	$ 75	$ 75	$ 1,725
Cell Phone	$ 450	$ 450	$ 450	$ 450	$ 450	$ 450	$ 450	$ 450	$ 450	$ 450	$ 450	$ 450	$ 5,400
Internet	$ 225	$ 225	$ 225	$ 225	$ 225	$ 225	$ 225	$ 225	$ 225	$ 225	$ 225	$ 225	$ 2,700
Fuel	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 3,600
Repairs & Maintenance	$ 500	$ 500	$ 500	$ 500	$ 500	$ 500	$ 500	$ 500	$ 500	$ 500	$ 500	$ 500	$ 6,000
Signage Repairs	$ 2,500	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 3,050
Tools	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 3,000
Enforcement Software License	$ 1,875	$ 1,875	$ 1,875	$ 1,875	$ 1,875	$ 1,875	$ 1,875	$ 1,875	$ 1,875	$ 1,875	$ 1,875	$ 1,875	$ 22,500
LPR System License	$ 813	$ 813	$ 813	$ 813	$ 813	$ 813	$ 813	$ 813	$ 813	$ 813	$ 813	$ 813	$ 9,750
Smart Parking Dashboard	$ -	$ -	$ -	$ 6,000	$ 2,150	$ 2,150	$ 2,150	$ 2,150	$ 2,150	$ 2,150	$ 2,150	$ 2,150	$ 23,800
Payroll Processing	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 3,000
Postage	$ 300	$ 400	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 3,600
Mailing	$ 750	$ 750	$ 750	$ 750	$ 750	$ 750	$ 750	$ 750	$ 750	$ 750	$ 750	$ 750	$ 9,000
RO Acquisition	$ 500	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 1,600
Office Expense	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 30,000
Total Operating Expenses	**$ 34,810**	**$ 29,410**	**$ 33,278**	**$ 39,534**	**$ 35,700**	**$ 36,224**	**$ 35,736**	**$ 35,760**	**$ 35,800**	**$ 35,800**	**$ 35,840**	**$ 35,880**	**$ 423,773**
Base Management Fee	$ 2,167	$ 2,167	$ 2,167	$ 2,167	$ 2,167	$ 2,167	$ 2,167	$ 2,167	$ 2,167	$ 2,167	$ 2,167	$ 2,167	$ 26,004
Incentive Management Fee	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Management Fee	**$ 2,167**	**$ 2,167**	**$ 2,167**	**$ 2,167**	**$ 2,167**	**$ 2,167**	**$ 2,167**	**$ 2,167**	**$ 2,167**	**$ 2,167**	**$ 2,167**	**$ 2,167**	**$ 26,000**
Net Operating Surplus	**$ 13,523**	**$ 22,923**	**$ 23,755**	**$ 18,049**	**$ 30,433**	**$ 30,659**	**$ 34,597**	**$ 39,273**	**$ 45,433**	**$ 40,633**	**$ 33,593**	**$ 39,553**	**$ 372,428**

City of Mobile
Operating Expense Budget
November 2018 - October 2019

Meter Program

REPUBLIC PARKING
an impark company

	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Annual Total
Revenue						*New Meters, Pay by Phone and LPR Technology in Place*							
Meter - Coin	$ 38,000	$ 38,000	$ 36,000	$ 35,000	$ 40,000	$ 41,000	$ 42,000	$ 46,000	$ 49,000	$ 46,000	$ 40,000	$ 43,000	$ 494,000
Meter - Credit	$ -	$ -	$ 4,200	$ 5,600	$ 6,000	$ 6,600	$ 6,900	$ 7,500	$ 8,500	$ 8,500	$ 9,500	$ 10,500	$ 73,800
Meter - Pay by Cell	$ -	$ -	$ 500	$ 650	$ 800	$ 950	$ 1,100	$ 1,200	$ 1,400	$ 1,600	$ 1,600	$ 1,600	$ 11,400
Citations	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Meter Bagging	$ 500	$ 500	$ 500	$ 500	$ 500	$ 500	$ 500	$ 500	$ 500	$ 500	$ 500	$ 500	$ 6,000
Permits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Revenue	**$ 38,500**	**$ 38,500**	**$ 41,200**	**$ 41,750**	**$ 47,300**	**$ 49,050**	**$ 50,500**	**$ 55,200**	**$ 59,400**	**$ 56,600**	**$ 51,600**	**$ 55,600**	**$ 585,200**
Operating Expenses													
Payroll													
Management	$ 2,855	$ 2,855	$ 2,855	$ 2,855	$ 2,855	$ 2,855	$ 2,855	$ 2,855	$ 2,855	$ 2,855	$ 2,855	$ 2,855	$ 34,260
Administration	$ 1,387	$ 1,387	$ 1,387	$ 1,387	$ 1,387	$ 1,387	$ 1,387	$ 1,387	$ 1,387	$ 1,387	$ 1,387	$ 1,387	$ 16,644
Enforcement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Meter Technician	$ 2,200	$ 2,200	$ 2,200	$ 2,200	$ 2,200	$ 2,200	$ 2,200	$ 2,200	$ 2,200	$ 2,200	$ 2,200	$ 2,200	$ 26,400
Total Payroll	$ 6,442	$ 6,442	$ 6,442	$ 6,442	$ 6,442	$ 6,442	$ 6,442	$ 6,442	$ 6,442	$ 6,442	$ 6,442	$ 6,442	$ 77,304
Payroll OH	$ 1,804	$ 1,804	$ 1,804	$ 1,804	$ 1,804	$ 1,804	$ 1,804	$ 1,804	$ 1,804	$ 1,804	$ 1,804	$ 1,804	$ 21,645
Hiring & Recruiting	$ 350	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 900
Training	$ 250	$ -	$ -	$ -	$ -	$ 250	$ -	$ -	$ -	$ -	$ -	$ -	$ 500
Uniforms	$ 450	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 1,000
Liability Insurance	$ 616	$ 616	$ 616	$ 616	$ 616	$ 616	$ 616	$ 616	$ 616	$ 616	$ 616	$ 616	$ 7,392
Vehicle Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Vehicle Repairs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Meter Data Fees	$ -	$ -	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 25,000
Meter Sensor Fees	$ -	$ -	$ 1,200	$ 1,200	$ 1,200	$ 1,200	$ 1,200	$ 1,200	$ 1,200	$ 1,200	$ 1,200	$ 1,200	$ 12,000
Credit Card Fees - Meters	$ -	$ -	$ 168	$ 224	$ 240	$ 264	$ 276	$ 300	$ 340	$ 340	$ 380	$ 420	$ 2,952
Marketing & Promotion	$ 900	$ 75	$ 75	$ 75	$ 75	$ 75	$ 75	$ 75	$ 75	$ 75	$ 75	$ 75	$ 1,725
Cell Phone	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 1,800
Internet	$ 75	$ 75	$ 75	$ 75	$ 75	$ 75	$ 75	$ 75	$ 75	$ 75	$ 75	$ 75	$ 900
Fuel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repairs & Maintenance	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 3,000
Signage Repairs	$ 2,500	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 3,050
Tools	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 3,000
Enforcement Software License	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
LPR System License	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Smart Parking Dashboard	$ -	$ -	$ -	$ 6,000	$ 2,150	$ 2,150	$ 2,150	$ 2,150	$ 2,150	$ 2,150	$ 2,150	$ 2,150	$ 23,200
Payroll Processing	$ 125	$ 125	$ 125	$ 125	$ 125	$ 125	$ 125	$ 125	$ 125	$ 125	$ 125	$ 125	$ 1,500
Postage	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 1,200
Noticing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
RO Acquistion	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office Expense	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 15,000
Total Operating Expenses	**$ 15,512**	**$ 11,287**	**$ 15,155**	**$ 21,211**	**$ 17,377**	**$ 17,651**	**$ 17,413**	**$ 17,437**	**$ 17,477**	**$ 17,477**	**$ 17,517**	**$ 17,557**	**$ 203,068**
Base Management Fee	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 12,000
Incentive Management Fee	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Management Fee	**$ 1,000**	**$ 1,000**	**$ 1,000**	**$ 1,000**	**$ 1,000**	**$ 1,000**	**$ 1,000**	**$ 1,000**	**$ 1,000**	**$ 1,000**	**$ 1,000**	**$ 1,000**	**$ 12,000**
Net Operating Surplus	**$ 21,988**	**$ 26,213**	**$ 25,045**	**$ 19,539**	**$ 28,923**	**$ 30,399**	**$ 32,087**	**$ 36,763**	**$ 40,923**	**$ 38,123**	**$ 33,083**	**$ 37,043**	**$ 370,132**

City of Mobile
Operating Expense Budget
November 2018 - October 2019

Enforcement

REPUBLIC PARKING
an impark company

	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Annual Total
Revenue						*New Meters, Pay by Phone and LPR Technology in Place*							
Meter - Coin	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Meter - Credit	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Meter - Pay by Cell	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Citations	$ 12,000	$ 16,000	$ 18,000	$ 18,000	$ 21,000	$ 20,000	$ 22,000	$ 22,000	$ 24,000	$ 22,000	$ 20,000	$ 22,000	$ 237,000
Meter Bagging	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Permits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Revenue	**$ 12,000**	**$ 16,000**	**$ 18,000**	**$ 18,000**	**$ 21,000**	**$ 20,000**	**$ 22,000**	**$ 22,000**	**$ 24,000**	**$ 22,000**	**$ 20,000**	**$ 22,000**	**$ 237,000**
Operating Expenses													
Payroll													
Management	$ 2,855	$ 2,855	$ 2,855	$ 2,855	$ 2,855	$ 2,855	$ 2,855	$ 2,855	$ 2,855	$ 2,855	$ 2,855	$ 2,855	$ 34,260
Administration	$ 1,387	$ 1,387	$ 1,387	$ 1,387	$ 1,387	$ 1,387	$ 1,387	$ 1,387	$ 1,387	$ 1,387	$ 1,387	$ 1,387	$ 16,644
Enforcement	$ 4,100	$ 4,100	$ 4,100	$ 4,100	$ 4,100	$ 4,100	$ 4,100	$ 4,100	$ 4,100	$ 4,100	$ 4,100	$ 4,100	$ 49,200
Meter Technician	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Payroll	$ 8,342	$ 8,342	$ 8,342	$ 8,342	$ 8,342	$ 8,342	$ 8,342	$ 8,342	$ 8,342	$ 8,342	$ 8,342	$ 8,342	$ 100,104
Payroll OH	$ 2,336	$ 2,336	$ 2,336	$ 2,336	$ 2,336	$ 2,336	$ 2,336	$ 2,336	$ 2,336	$ 2,336	$ 2,336	$ 2,336	$ 28,029
Hiring & Recruiting	$ 175	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 725
Training	$ 250	$ -	$ -	$ -	$ -	$ 250	$ -	$ -	$ -	$ -	$ -	$ -	$ 500
Uniforms	$ 450	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 1,000
Liability Insurance	$ 616	$ 616	$ 616	$ 616	$ 616	$ 616	$ 616	$ 616	$ 616	$ 616	$ 616	$ 616	$ 7,392
Vehicle Insurance	$ 617	$ 617	$ 617	$ 617	$ 617	$ 617	$ 617	$ 617	$ 617	$ 617	$ 617	$ 617	$ 7,404
Vehicle Repairs	$ -	$ -	$ -	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 1,800
Meter Data Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Meter Sensor Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Credit Card Fees - Meters	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Marketing & Promotion	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Cell Phone	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 3,600
Internet	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 1,800
Fuel	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 3,600
Repairs & Maintenance	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 3,000
Signage Repairs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Tools	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Enforcement Software License	$ 1,875	$ 1,875	$ 1,875	$ 1,875	$ 1,875	$ 1,875	$ 1,875	$ 1,875	$ 1,875	$ 1,875	$ 1,875	$ 1,875	$ 22,500
LPR System License	$ 813	$ 813	$ 813	$ 813	$ 813	$ 813	$ 813	$ 813	$ 813	$ 813	$ 813	$ 813	$ 9,750
Smart Parking Dashboard	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Payroll Processing	$ 125	$ 125	$ 125	$ 125	$ 125	$ 125	$ 125	$ 125	$ 125	$ 125	$ 125	$ 125	$ 1,500
Postage	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 2,400
Noticing	$ 750	$ 750	$ 750	$ 750	$ 750	$ 750	$ 750	$ 750	$ 750	$ 750	$ 750	$ 750	$ 9,000
RO Acquistion	$ 500	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 1,600
Office Expense	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 15,000
Total Operating Expenses	**$ 19,298**	**$ 18,123**	**$ 18,123**	**$ 18,323**	**$ 18,323**	**$ 18,573**	**$ 18,323**	**$ 18,323**	**$ 18,323**	**$ 18,323**	**$ 18,323**	**$ 18,323**	**$ 220,704**
Base Management Fee	$ 1,167	$ 1,167	$ 1,167	$ 1,167	$ 1,167	$ 1,167	$ 1,167	$ 1,167	$ 1,167	$ 1,167	$ 1,167	$ 1,167	$ 14,004
Incentive Management Fee	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Management Fee	**$ 1,167**	**$ 1,167**	**$ 1,167**	**$ 1,167**	**$ 1,167**	**$ 1,167**	**$ 1,167**	**$ 1,167**	**$ 1,167**	**$ 1,167**	**$ 1,167**	**$ 1,167**	**$ 14,004**
Net Operating Surplus	**$ (8,465)**	**$ (3,290)**	**$ (1,290)**	**$ (1,490)**	**$ 1,510**	**$ 260**	**$ 2,510**	**$ 2,510**	**$ 4,510**	**$ 2,510**	**$ 510**	**$ 2,510**	**$ 2,292**

EXHIBIT D

CAPITAL EQUIPMENT LIST & ESTIMATED PRICING

Liberty Meter System, w/Sensors (400 units)	$ 217,480
Freight & Handling (estimated)	$ 6,500
Meter Pole Installation (100 units & $220)	$ 22,000
Enforcement Vehicle - Prius	$ 26,457
Collection Vehicle - RAV4	$ 25,206
Coin Counting Equipment	$ 3,750
LPR System - Genetec	$ 47,500
Enhanced Street Signage (90 signs @ $125)	$ 11,250
Total	**$ 360,143**

Equipment detail on following pages.

Single-Space Meter LNG and Sensor Quote

Duncan Parking Technologies, Inc.
a CivicSmart Company

Prepared for:	Republic Parking for City of Mobile	**Ship-to Region:**	AL
Quote ID:	18 09 14 500b	**Due Date:**	09/17/2018
Sales Rep:	Jeff Rock	**Expiry Date:**	11/01/2018

Product ID	Description	Unit Price	Qty	Extended Price
1. Single Space Meters				
SSM - LNG	Liberty Next Gen (LNG) Single Space Parking Meter w/ Credit Card Acceptance and Wireless Communication. Includes a modified dome retainer and New Lexan Dome. Please specify Housing Model.	$ 275.00	400	$ 110,000.00
INSTALL - LNG	Field Installation of Liberty Meters	$ 25.00	400	$ 10,000.00
Subtotal				$ 120,000.00
2. Single Space Meter Parts				
58883	Spare Rechargeable Battery for Liberty Meter	$ 59.00	30	$ 1,770.00
8907-1	30-Bay Battery Charging Station	$ 1,581.00	1	$ 1,581.00
8880	Liberty Collection Card	$ 10.00	10	$ 100.00
8881	Liberty Technician Card	$ 10.00	10	$ 100.00
Subtotal				$ 3,551.00
3. Project Services				
PM - TRAIN	Training support and customer-specific meter and back office configuration (locations, numbering, hours, rates, screens, credit card process, cell service), systems testing and implementation. PEMS training session for project staff including maintenance, enforcement, finance and management.	$ 3,000.00	1	$ 3,000.00
Subtotal				$ 3,000.00
4. Vehicle Detection Sensors/Communications Gateways				
SENS-Sx	Si Vehicle Sensor (Subterranean mounted, integrated with LNG Single Space meters).	$ 125.00	400	$ 50,000.00
INSTALL - SEN	Field Installation of Sensor	$ 10.00	400	$ 4,000.00
GATEWAY	Communications Gateway for Sensors (also allows Mobile Payments to be displayed on LNG Mechs).	$ 400.00	16	$ 6,400.00
INSTALL - SSM	Field Installation of Gateway	$ 100.00	16	$ 1,600.00
Subtotal				$ 62,000.00
5. Freight				
FREGHT	Freight/Shipping to the City (actual shipping and handling to be added to the final invoice)	TBD	1	TBD
Subtotal				TBD
Grand Total:				$ 188,551.00

6. Monthly Fees				**Monthly Total**
SSM - CC - WIRE	Monthly communications fee and PEMS license - does not include Merchant Fees. Price is per meter per month.	$ 6.25	400	$ 2,500.00
SENS-Sx-WIRE	Monthly Wireless Fee for subterranean mounted Sx Vehicle Sensor. Price is per sensor per month.	$ 3.00	400	$ 1,200.00
GATEWAY-WL	Monthly Wireless Fee for Gateway (per gateway per month).	$ 6.00	16	$ 96.00
Subtotal: Monthly Fees				$ 3,796.00

7. Transaction Fees		
OPT1 - CC - GTWY	Credit Card Gateway Fee (per transaction fee) if using Heartland Payment Systems as the merchant processor. (If a different merchant processor is required, a gateway transaction fee of $0.06 will be charged per transaction but the per meter monthly communications fee and PEMS license fee [#6 above] will be reduced by $0.75 to $5.50)	$0.00 Per Credit Card Transaction
MOBILE FEE	Fee to display Mobile Payment on the meter (requires Communications Gateways listed with sensors)	$0.00 Per Mobile Payment

Continued on next page

Single-Space Meter LNG and Sensor Quote

Duncan Parking Technologies, Inc.
a CivicSmart Company

Prepared for:	Republic Parking for City of Mobile	**Ship-to Region:**	AL
Quote ID:	18 09 14 500b	**Due Date:**	09/17/2018
Sales Rep:	Jeff Rock	**Expiry Date:**	11/01/2018

Product ID	Description	Unit Price	Qty	Extended Price
8. Optional Meter Housing Parts				
63325	Lock Assembly, DE Door Lock (all will have the same new code assigned unless otherwise specified)	$ 19.03	400	$ 7,612.00
62058-4	DE VIP Door Lock Key (Code to match above Locks)	$ 16.50	5	$ 82.50
69208	Large Sealed Coin Box, DE (New Code to be assigned)	$ 49.62	400	$ 19,848.00
62000-S	Standard Collection Cart System (Code to match Coin Box)	$ 1,386.00	1	$ 1,386.00
Subtotal				$ 28,928.50
9. Optional Extended Meter Warranties				
LNG - EXT - WARRANTY (5)	Optional Five Year Extended Warranty for Liberty Next Gen (covers Years 2-5. Year 1 warranty included in purchase price).	$ 100.00	400	$ 40,000.00
BATT-WARR (5)	Optional Five Year Battery Warranty (includes rechargeable battery warranty for Years 2-5 provided they are handled in accordance with manufacturer instructions. Year 1 warranty included in purchase price.)	$ 40.00	400	$ 16,000.00
Subtotal				$ 113,857.00

10. Additional Requirements

Sales Tax, if applicable, has not been included.
Equipment is covered by a 1-year standard manufacturer's warranty.
Shipping Terms FOB Origin. Shipping and handling will be prepaid and added to the invoice.
Payment Terms: Net 30 Days.
Customer will be invoiced monthly in advance for recurring wireless service fees.
Lead-Time: 8-10 weeks after receipt of order and configuration information
Quotation subject to Duncan Parking Technologies, Inc. Standard Terms and Conditions. Please see attached.
Additional service and transaction processing costs apply from third parties, including: Credit card processing merchant fees. Customer is responsible for setting up credit card gateway compatible with credit card enabled meters. Contact your sales representative or project manager for additional details
Prices are subject to change in the event of new or increased costs of wireless communications and other third party vendor services.
Recurring prices are valid for the first full year of service and may be subject to change for subsequent contract terms.

Please Send Purchase Order To:
Duncan Parking Technologies, Inc.
Attn: Megan Lindholm
PO BOX 2081
Milwaukee, WI 53201-2081
Ph: (414) 534-8066 Fax: (870) 741-6806
mlindholm@civicsmart.com

I hereby certify that the products and services referenced above have been requested and that by signing below I am confirming the order and agree to the terms and conditions presented in this quotation

Authorized Signature _____ Date _____

Print or Type Name _____ Print or Type Title _____

Email Address _____ Phone Number _____

Bill To Address: _____

Ship To Address: _____

Continued on next page

EXHIBIT E AMORTIZATION SCHEDULE

Loan Summary

Loan Amount:	$360,143.00	Number of Payments:	36
Annual Interest Rate:	6.7500%	Periodic Payment:	$11,079.05
Loan Date:	10/01/2018	1st Payment Due:	11/01/2018
Payment Frequency:	Monthly	Last Payment Due:	10/01/2021
Total Interest Due:	$38,702.85	Total All Payments:	$398,845.85

Payment Schedule

#/Year	Date	Payment	Interest	Principal	Balance
Loan:	10/01/2018	0.00	0.00	0.00	360,143.00
1:1	11/01/2018	11,079.05	2,025.80	9,053.25	351,089.75
2:1	12/01/2018	11,079.05	1,974.88	9,104.17	341,985.58
	2018 Totals:	*22,158.10*	*4,000.68*	*18,157.42*	
	Running Totals:	*22,158.10*	*4,000.68*	*18,157.42*	
3:1	01/01/2019	11,079.05	1,923.67	9,155.38	332,830.20
4:1	02/01/2019	11,079.05	1,872.17	9,206.88	323,623.32
5:1	03/01/2019	11,079.05	1,820.38	9,258.67	314,364.65
6:1	04/01/2019	11,079.05	1,768.30	9,310.75	305,053.90
7:1	05/01/2019	11,079.05	1,715.93	9,363.12	295,690.78
8:1	06/01/2019	11,079.05	1,663.26	9,415.79	286,274.99
9:1	07/01/2019	11,079.05	1,610.30	9,468.75	276,806.24
10:1	08/01/2019	11,079.05	1,557.04	9,522.01	267,284.23
11:1	09/01/2019	11,079.05	1,503.47	9,575.58	257,708.65
12:1	10/01/2019	11,079.05	1,449.61	9,629.44	248,079.21
13:2	11/01/2019	11,079.05	1,395.45	9,683.60	238,395.61
14:2	12/01/2019	11,079.05	1,340.98	9,738.07	228,657.54
	2019 Totals:	*132,948.60*	*19,620.56*	*113,328.04*	
	Running Totals:	*155,106.70*	*23,621.24*	*131,485.46*	
15:2	01/01/2020	11,079.05	1,286.20	9,792.85	218,864.69
16:2	02/01/2020	11,079.05	1,231.11	9,847.94	209,016.75
17:2	03/01/2020	11,079.05	1,175.72	9,903.33	199,113.42
18:2	04/01/2020	11,079.05	1,120.01	9,959.04	189,154.38
19:2	05/01/2020	11,079.05	1,063.99	10,015.06	179,139.32
20:2	06/01/2020	11,079.05	1,007.66	10,071.39	169,067.93
21:2	07/01/2020	11,079.05	951.01	10,128.04	158,939.89
22:2	08/01/2020	11,079.05	894.04	10,185.01	148,754.88
23:2	09/01/2020	11,079.05	836.75	10,242.30	138,512.58
24:2	10/01/2020	11,079.05	779.13	10,299.92	128,212.66
25:3	11/01/2020	11,079.05	721.20	10,357.85	117,854.81
26:3	12/01/2020	11,079.05	662.93	10,416.12	107,438.69
	2020 Totals:	*132,948.60*	*11,729.75*	*121,218.85*	
	Running Totals:	*288,055.30*	*35,350.99*	*252,704.31*	
27:3	01/01/2021	11,079.05	604.34	10,474.71	96,963.98
28:3	02/01/2021	11,079.05	545.42	10,533.63	86,430.35
29:3	03/01/2021	11,079.05	486.17	10,592.88	75,837.47
30:3	04/01/2021	11,079.05	426.59	10,652.46	65,185.01
31:3	05/01/2021	11,079.05	366.67	10,712.38	54,472.63
32:3	06/01/2021	11,079.05	306.41	10,772.64	43,699.99
33:3	07/01/2021	11,079.05	245.81	10,833.24	32,866.75
34:3	08/01/2021	11,079.05	184.88	10,894.17	21,972.58
35:3	09/01/2021	11,079.05	123.60	10,955.45	11,017.13
36:3	10/01/2021	11,079.10	61.97	11,017.13	0.00
	2021 Totals:	*110,790.55*	*3,351.86*	*107,438.69*	
	Running Totals:	*398,845.85*	*38,702.85*	*360,143.00*	

Last payment increased by $0.05 due to rounding

Calculation method: Normal, 360 days per year

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/02/2018

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:	
Willis of Illinois, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	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:	State National Insurance Company Inc	12831
INSURER B:	Travelers Property Casualty Company of Ame	25674
INSURER C:	Liberty Mutual Insurance Company	23043
INSURER D:	National Union Fire Insurance Company of P	19445
INSURER E:		
INSURER F:		

INSURED
Republic Parking System, LLC
633 Chestnut Street, Suite 2000
Chattanooga, TN 37450

COVERAGES **CERTIFICATE NUMBER:** W8309760 **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: X POLICY PRO-JECT X LOC OTHER:	Y	Y	RDN-10002-CGX	07/01/2018	07/01/2019	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 $ 15,000 $ 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			RDN-10003-CAY	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE X DED RETENTION $ 10,000			RDN-10005-UMX	07/01/2018	07/01/2019	EACH OCCURRENCE AGGREGATE	$ 14,000,000 $ 14,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N No If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TC2JUB-2J703373-18	07/01/2018	07/01/2019	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
A	Automobile Liability (MA)			RDN-10004-CAX	07/01/2018	07/01/2019	Any Auto Limit:	$1,000,000

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

A.M. Best Ratings
State National Insurance Company: A
National Union Fire Insurance Company of Pittsburgh: A
Travelers Property Casualty Company of America: A++ (Superior)
Liberty Mutual Insurance Company: A
SEE ATTACHED

CERTIFICATE HOLDER

City of Mobile
PO 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

Andrea Paris

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Willis of Illinois, Inc.	Republic Parking System, LLC 633 Chestnut Street, Suite 2000 Chattanooga, TN 37450
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

Certificate Holder is included as an Additional Insured as respects to General Liability when required by written contract, subject to policy terms & conditions, as pertains to the operations of the insured.
Waiver of Subrogation applies in favor of Additional Insured with respects to General Liability when required by written contract, subject to policy terms & conditions, as pertains to the operations of the insured.

INSURER AFFORDING COVERAGE: Travelers Property Casualty Company of America NAIC#: 25674
POLICY NUMBER: TRJUB-2J703361-18 EFF DATE: 07/01/2018 EXP DATE: 07/01/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation & Employers Liability	E.L. Each Accident:	$1,000,000
	E.L. Disease Ea. Emp:	$1,000,000
	E.L. Disease Policy:	$1,000,000

INSURER AFFORDING COVERAGE: Liberty Mutual Insurance Company NAIC#: 23043
POLICY NUMBER: TL1-B71-171336-018 EFF DATE: 07/01/2018 EXP DATE: 07/01/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Liability ($25,000,000 Xs $15,000,000)	Limit:	$25,000,000

INSURER AFFORDING COVERAGE: National Union Fire Insurance Company of Pittsburgh NAIC#: 19445
POLICY NUMBER: 64682164 EFF DATE: 07/01/2018 EXP DATE: 07/01/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Crime - Employee Dishonesty Money & Securities	Broad Form	$5,000,000

INSURER AFFORDING COVERAGE: State National Insurance Company Inc NAIC#: 12831
POLICY NUMBER: RDN-10003-CAY EFF DATE: 07/01/2018 EXP DATE: 07/01/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Garage Keepers Legal Liability	Limit:	$1,000,000

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This Endorsement Changes the Policy. Please Read It Carefully.

NOTICE TO CERTIFICATE HOLDER OR DESIGNATED ENTITY
INDIVIDUAL

This endorsement modifies all coverage parts included in this policy.

SCHEDULE

PERSON OR ORGANIZATION: A 30 day notice of cancellation applies with a 10 day exception for non-payment, in favor of certificate holder when required by written contract, with respect to all policies and subject to the provisions and limitations of the policy

ADDRESS: To by provided by Insured

Number of Days Notice of Cancellation: 30 Days
(If left blank, no notice will be sent.)

Number of Days Notice of Nonrenewal: 30 Days
(If left blank, no notice will be sent.)

A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, we will mail notice of cancellation to the Scheduled person or organization at the address shown in the Schedule above. We will mail this notice at least the number of days shown in the Schedule above for cancellation. However, failure to send such notice or send it within the specified time period will not rescind the cancellation.

B. If we decide not to renew this policy for any statutorily permitted reason, we will mail notice of nonrenewal to the Scheduled person or organization at the address shown in the Schedule above. We will mail such notice at least the number of days shown in the Schedule above for nonrenewal. However, failure to send such notice or send it within the specified time period will not rescind the nonrenewal.

This endorsement forms a part of
Policy Number: RDN-10002-CGX **Effective Date:** **07/01/2018**

Insured: **Imperial Parking (U.S.), LLC**

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its permission.

This Endorsement Changes the Policy. Please Read It Carefully.

NOTICE TO CERTIFICATE HOLDER OR DESIGNATED ENTITY
INDIVIDUAL

This endorsement modifies all coverage parts included in this policy.

SCHEDULE

PERSON OR ORGANIZATION: A 30 day notice of cancellation applies with a 10 day exception for non-payment, in favor of certificate holder when required by written contract, with respect to all policies and subject to the provisions and limitations of the policy

ADDRESS: To by provided by Insured

Number of Days Notice of Cancellation: 30 Days
(If left blank, no notice will be sent.)

Number of Days Notice of Nonrenewal: 30 Days
(If left blank, no notice will be sent.)

A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, we will mail notice of cancellation to the Scheduled person or organization at the address shown in the Schedule above. We will mail this notice at least the number of days shown in the Schedule above for cancellation. However, failure to send such notice or send it within the specified time period will not rescind the cancellation.

B. If we decide not to renew this policy for any statutorily permitted reason, we will mail notice of nonrenewal to the Scheduled person or organization at the address shown in the Schedule above. We will mail such notice at least the number of days shown in the Schedule above for nonrenewal. However, failure to send such notice or send it within the specified time period will not rescind the nonrenewal.

This endorsement forms a part of
Policy Number: RDN-10003-CAY **Effective Date: 07/01/2018**

Insured: Imperial Parking (U.S.), LLC

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This Endorsement Changes the Policy. Please Read It Carefully.

NOTICE TO CERTIFICATE HOLDER OR DESIGNATED ENTITY
INDIVIDUAL

This endorsement modifies all coverage parts included in this policy.

SCHEDULE

PERSON OR ORGANIZATION: A 30 day notice of cancellation applies with a 10 day exception for non-payment, in favor of certificate holder when required by written contract, with respect to all policies and subject to the provisions and limitations of the policy

ADDRESS: To by provided by Insured

Number of Days Notice of Cancellation: 30 Days
(If left blank, no notice will be sent.)

Number of Days Notice of Nonrenewal: 30 Days
(If left blank, no notice will be sent.)

A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, we will mail notice of cancellation to the Scheduled person or organization at the address shown in the Schedule above. We will mail this notice at least the number of days shown in the Schedule above for cancellation. However, failure to send such notice or send it within the specified time period will not rescind the cancellation.

B. If we decide not to renew this policy for any statutorily permitted reason, we will mail notice of nonrenewal to the Scheduled person or organization at the address shown in the Schedule above. We will mail such notice at least the number of days shown in the Schedule above for nonrenewal. However, failure to send such notice or send it within the specified time period will not rescind the nonrenewal.

This endorsement forms a part of
Policy Number: RDN-10004-CAX

Effective Date: **07/01/2018**

Insured: **Imperial Parking (U.S.), LLC**

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Insurance Services Office, Inc., with
its permission.

This Endorsement Changes the Policy. Please Read It Carefully.

NOTICE TO CERTIFICATE HOLDER OR DESIGNATED ENTITY
INDIVIDUAL

This endorsement modifies all coverage parts included in this policy.

SCHEDULE

PERSON OR ORGANIZATION: A 30 day notice of cancellation applies with a 10 day exception for non-payment, in favor of certificate holder when required by written contract, with respect to all policies and subject to the provisions and limitations of the policy

ADDRESS: To by provided by Insured

Number of Days Notice of Cancellation: 30 Days
(If left blank, no notice will be sent.)

Number of Days Notice of Nonrenewal: 30 Days
(If left blank, no notice will be sent.)

A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, we will mail notice of cancellation to the Scheduled person or organization at the address shown in the Schedule above. We will mail this notice at least the number of days shown in the Schedule above for cancellation. However, failure to send such notice or send it within the specified time period will not rescind the cancellation.

B. If we decide not to renew this policy for any statutorily permitted reason, we will mail notice of nonrenewal to the Scheduled person or organization at the address shown in the Schedule above. We will mail such notice at least the number of days shown in the Schedule above for nonrenewal. However, failure to send such notice or send it within the specified time period will not rescind the nonrenewal.

This endorsement forms a part of
Policy Number: RDN-10005-UMX **Effective Date:** **07/01/2018**

Insured: **Imperial Parking (U.S.), LLC**

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This Endorsement Changes the Policy. Please Read It Carefully.

COMMERCIAL GENERAL LIABILITY ENHANCEMENT

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART (OCCURRENCE VERSION)

1. NON-OWNED WATERCRAFT

Under SECTION **I –COVERAGE A.**, paragraph **2, Exclusions**, item **(2) (a)** of the **Aircraft, Auto or Watercraft** exclusion is replaced by the following:

(2) A watercraft you do not own that is:
(a) Less than 75 feet long; and

This provision does not apply if the insured has any other insurance for "bodily injury" or "property damage" that would also apply to this extension of coverage, or would apply except for the exhaustion of its limits whether the other insurance is primary, excess, contingent or on any other basis.

2. PROPERTY DAMAGE COVERAGE EXTENSIONS

A. Under **SECTION I - COVERAGE A**, paragraph **2. Exclusions**, the **Damage To Property** exclusion is replaced by the following:

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 and occurred from hazards that were known by you, or should reasonably have been known by you, at the time the property was transferred or abandoned;
(3) Property loaned to you;
(4) Personal property in the care, custody or control of the 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) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You 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.

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Paragraphs **(3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)**, **(4)** and **(6)** of this exclusion do not apply to "property damage" arising out of the use of an elevator at premises you own, rent or occupy. This insurance is excess over any valid and collectible insurance available to any insured whether primary, excess or contingent.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

B. The following is added to the **Damage to Your Product** exclusion:

This exclusion does not apply to "property damage" to "your product" while on, being moved onto or off of an elevator; or liability assumed under a sidetrack agreement.

This insurance is excess over any other valid and collectible insurance available to any insured whether primary, excess or contingent.

C. Under **Section I – COVERAGE A**, the last paragraph after the exclusions is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage to premises by fire, lightning, explosion, smoke or leakage from fire protective systems while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** – Limits of Insurance. This limit will apply to all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke or leakage from fire protective systems or any combination of the five.

D. Under **SECTION III – LIMITS OF INSURANCE**, item **6.** is amended as follows:

6. Subject to paragraph **5.** above, the higher of:
- **a.** $500,000; or
- **b.** The Damage To Premises Rented To You Limit shown in the Declarations

is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke or leakage from fire protective systems, while rented to you or temporarily occupied by you with permission of the owner.

E. Under **Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph **b. (1) (a) (ii)** under the **Other Insurance** condition is replaced by the following:

(ii) That is Fire, Lightning, Explosion, Smoke or Leakage from Fire Protective Systems insurance for premises rented to you or temporarily occupied by you with permission of the owner;

F. Under **SECTION V – DEFINITIONS**, paragraph **a.** of the **Insured Contract** definition is replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises while rented

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to you or temporarily occupied by you with permission of the owner is not an "insured contract".

The coverage provided under provision **2. C.** through **F.** above does not apply if **Damage To Premises Rented To You** of **COVERAGE A** is excluded either by the provisions of the Coverage Part or by endorsement.

3. BROAD FORM PERSONAL AND ADVERTISING INJURY

A. Under **SECTION I –COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**, the **Contractual Liability** exclusion is deleted.

B. Under **SECTION V – DEFINITIONS**, the following paragraph is added to the definition of "personal and advertising injury":

h. Vicarious liability for discrimination or humiliation (unless insurance thereof is prohibited by law) 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;

(b) Any "executive officer", director, stockholder, partner, spouse of a partner, member, spouse of a member, manager or trustee of the insured; and

(2) Not related directly or indirectly to an "employee" or to the employment, prospective employment or termination of employment of any person by an insured.

Provision **3.** above does not apply if **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** is excluded either by the provisions of the Coverage Part or by endorsement.

4. MEDICAL PAYMENTS – INCREASED LIMITS

A. Under **SECTION I - COVERAGE C - MEDICAL PAYMENTS**, item **1. a. (3) (b)** is replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

B. Under **SECTION III – LIMITS OF INSURANCE**, paragraph **7** is replaced by the following:

7. Subject to Paragraph **5.** above, the higher of:

a. $15,000; or

b. The amount shown in the Declarations for Medical Expense Limit

is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

This coverage does not apply if **Coverage C – Medical Payments** is excluded either by the provisions of the Coverage Part or by endorsement.

5. SUPPLEMENTARY PAYMENTS INCREASED LIMITS

Under **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B,** paragraphs **1.b.** and **1.d.** are replaced by the following:

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b. Up to $2,500 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.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

6. BROADENED INSURED COVERAGE

Under **SECTION II – WHO IS AN INSURED**, the following changes are made:

A. BROAD NAMED INSURED

The following is added:

Any legally incorporated entity of which you own more than 50% of the voting stock is an insured.

However, this insurance does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization or "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization. Coverage for any such organization will cease as of the date during the policy period on which you no longer maintain more than 50% of the voting stock.

This provision does not apply to any person or organization for which coverage is excluded.

B. PARTNERSHIPS AND JOINT VENTURES

The last paragraph of Section **II** – Who Is An Insured beginning "No person or organization is an insured...." is replaced by the following:

You are an insured with respect to the conduct of any current or past partnership or joint venture, but only with respect to your interest in such current or past partnership or joint venture. No other 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.

This provision does not apply to any person or organization for which coverage is excluded.

C. FELLOW EMPLOYEE COVERAGE

Paragraph **2.a.(1)(a)** is replaced by the following:

(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);

This provision does not apply to any person or organization for which coverage is excluded.

D. INCIDENTAL MEDICAL MALPRACTICE COVERAGE

The following is added to item **2.a.(1)(d)**:

However, this exclusion does not apply to the rendering or failure to render by an "employee" of yours:

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i. Medical, paramedical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
ii. The furnishing or dispensing of drugs or medical or dental supplies;

as long as you are not in the business or occupation of providing these services.

This extension of coverage does not apply to punitive or exemplary damages, if coverage of such is permitted by statute or case law.

The insurance provided by this extension of coverage is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

This provision does not apply to any person or organization for which coverage is excluded.

E. NEWLY ACQUIRED ORGANIZATIONS

Paragraph **3.a.** is replaced by the following:

a. Coverage under this provision is afforded until the end of the policy period;

This provision does not apply to any person or organization for which coverage is excluded.

F. MANAGERS OR LESSORS OF PREMISES

Managers or lessors of yours are insureds but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you. This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor added by this provision.

G. LESSORS OF LEASED EQUIPMENT

Any person or organization from whom you lease equipment is an insured, but only:

1. When you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy;
2. With respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

H. USERS OF WATERCRAFT

Any person, who with your consent, either uses or is responsible for the use of a watercraft is an insured, but only for their liability arising out of the use or operation of that watercraft on your behalf.

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I. **VENDORS**

If this policy provides Products Liability Coverage, any vendor you are required by a written contract or written agreement to name as an additional insured is an insured, 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:

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, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution and 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 products;

g. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

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 sub-paragraphs **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.

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.

J. **ADDITIONAL INSUREDS – CONTROLLING INTEREST**

Any person or organization who has financial control of you is an insured, but only with respect to their liability arising out of their financial control of you or premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

K. **ADDITIONAL INSUREDS – BY CONTRACT, AGREEMENT OR PERMIT**

Item **4** is added as follows:

4. Any person or organization not otherwise identified as an insured in this coverage or covered or excluded by endorsement attached to this coverage, that you are required by written contract, written agreement or written permit to name as an insured is an insured but only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf:

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a. In the performance of "your work" for the additional insured(s) at the location(s) designated in the written contract, written agreement or written permit; or
b. In connection with your premises owned by or rented to you.

However, with respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply:
(1) Unless the written contract or written agreement has been executed or the written permit has been issued prior to the "bodily injury", "property damage" or "personal and advertising injury";
(2) To "bodily injury", "property damage" or "personal and advertising injury" occurring after: **(a)** The termination date of any requirement to add additional insureds in any such contract, agreement or permit; or **(b)**The end of this policy period, whichever comes first; or
(3) To the rendering or failure to render any professional service.

The insurance afforded such additional insureds under items **6.F** through **6.K:**
a. Applies only to the extent permitted by law;
b. If required by a written contract, written agreement or written permit, coverage provided the additional insured will not be broader than that which you are required by the written contract, written agreement or written permit to provide for such additional insureds; and
c. Does not apply to any person or organization excluded in this coverage form or by endorsement to this coverage form.

With respect to the insurance afforded these additional insureds under **6.F** through **6.K,** the following is added to Section **III** – Limits of Insurance:

If coverage provided to any additional insured is required by a written contract, written agreement or written permit, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract, agreement or permit; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This provision will not increase the applicable Limits of Insurance shown in the Declarations.

7. PRIMARY AND NON-CONTRIBUTORY – OTHER INSURANCE CONDITION

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

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(2) You have agreed in writing in a contract, agreement or permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

8. KNOWLEDGE AND NOTICE OF OCCURRENCE

Under SECTION **IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraphs **e.** and **f.** are added to the **Duties In The Event of Occurrence, Offense, Claim or Suit** condition as follows:

e. Your rights afforded under this policy will not be prejudiced if you fail to give us notice of an "occurrence", offense or claim, solely due to your reasonable and documented belief that the "bodily injury" , "property damage" or "personal and advertising injury" is not covered under this policy.

f. You must give us prompt notice of an "occurrence", offense, claim or loss only when the "occurrence" offense, claim 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 director, if you are a corporation;
(4) A member, if you are a limited liability company;
(5) A trustee, if you are a trust; or
(6) An "employee' designated by you to give us such a notice.

9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to the **Representations** condition:

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy, provided such failure is not intentional. However, we reserve the right to charge additional premium for any such hazard.

10. WAIVER OF SUBROGATION

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to the **Transfer of Rights of Recovery Against Others To Us** condition:

If the insured has waived those rights in a written contract, written agreement or written permit executed before loss, our rights are waived also.

11. BODILY INJURY REDEFINED

Under **SECTION V – DEFINITIONS**, the definition of "bodily injury" is replaced by the following:

2. "Bodily injury" means bodily injury, disability, mental anguish, mental injury, shock, fright, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

12. MOBILE EQUIPMENT REDEFINED

Under **SECTION V – DEFINITIONS**, paragraph **f.** of the definition of "mobile equipment" is replaced by the following:

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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", unless weighing less than 10,000 pounds gross vehicle weight and designed for use off public roads:

(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 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".

13. LIBERALIZATION

If we adopt a change in our forms or rules that would broaden the coverage of this policy without additional premium, the broader coverage will apply to this policy when the change becomes effective in your state.

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AGENDA ITEM SUMMARY SHEET

Agenda of:12/5/2023

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:12/5/2023

Submitted by:

DONNA BRYARS, COMPRTOLLER

Sponsored by:

COUNCILMEMBER WILLIAM CARROLL

Purpose and Scope of Project:

TO ASSIT WITH SPONSORING TWO COMMUNITY ACTIVITIES WITH THE AFRICATOWN COMMUNITY DEVELOPMENT CORPORATION AT THE ROBERT HOPE COMMUNITY CENTER ON NOVEMBER 18TH AND DECEMBER 7TH.

Amount of Contract:

835.00

Funding Source

Project # DSC-02/10041020-42080 **Discretionary Funds** DSC-02

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - PARKS & REC - AFRICATOWN COMMUNITY DEVELOPMENT CORPORATION	Cover Memo	11/27/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	11/27/2023 - 9:15 AM

60- 2023

R E S O L U T I O N

Sponsored by: *William Carroll, Councilmember District 2*

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of **$835.00** be transferred from the District 2 General Fund, Discretionary Account DSC-02, from General Fund Account 10041020-42200 to the Mobile Parks & Recreation General Fund Account 10042032-44020 and will be used to assist with sponsoring two community activities with the Africatown Community Development Corporation at the Robert Hope Center on November 9th and December 7th.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:12/5/2023

Submitted by:

Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:

Council District 1	Cory Penn	2 Cases
Council District 2	William Carroll	7 Cases
Council District 3	C J Small	4 Cases
Council District 4	Ben Reynolds	4 Cases
Council District 5	Joel Daves	4 Case
Council District 6	Josh Woods	0 Cases
Council District 7	Gina Gregory	0 Cases

Purpose and Scope of Project:

Declare weeds noxious,Group 1650

Effective Date of Contract:

12/5/2023

Funding Source

Project # Weed Lien Group 1650 **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Declare weeds noxious,Group 1650	Backup Material	11/30/2023
resolution	Cover Memo	11/30/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal			11/30/2023 -

Enforcement	Gauthier, Lana	Approved	11:52 AM

MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **December 30, 2023**

SUBJECT: WEED LIEN GROUP **1650**

Attached, please find Assessment Lists for Weed Lien Group Number **1650** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017 the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION): 12/5/2023

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 1/9/2024

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at 208-1528, as soon as possible.

**********FOR LOT CLEANING OFFICE USE**********

NUISANCE PHOTOS (DATED): 12/7/2023

LEGAL NOTICE DUE TO LAGNIAPPE: 12/21/2023

LEGAL NOTICE ADS: 12/27/2023-1/3/2024

POSTING DATE: 1/2/2024

Copy to: Marchetta Taite

	WEED LIEN	
	1650	Res. No.
12/5/2023	LOTS TO BE DECLARED	58-
1/9/2024	LOTS FOR PUBLIC HEARING	58-
//2023	LOTS TO BE ASSESSED FOR COST	58-

		OLD SRO		Amount	Dis	N/A
No.	Address	CASE #	CASE #	Assessed		CBO
1	2708 Ralston Rd	27064	31790		5	
2	56 S Lafayette St	30152	31791		2	
3	1567 Greenlawn Dr	30269	31792		4	
4	702 South Carolina St	30548	31793		3	
5	462 Dexter St	32090	31794		2	
6	551 English St	31406	31795		2	
7	220 Abrams St	26741	31796		1	
8	1404 Melrose St	31973	31797		3	
9	1160 Arlington St	29176	31798		3	
10	6875 Carol Plantation Rd	23342	31799		4	
11	0 Harbor Dr E	15069	31800		4	
	Par No. (32 03 07 0 001 093.XXX)					
12	2726 Emogene St	25899	31801		1	
13	4312 Midmost Dr	29370	31802		5	
14	610 Cedar St	25547	31803		2	
15	163 Vipon Ave	30316	31804		5	
16	1103 Basil St	29449	31805		2	
17	0 Basil St	29453	31806		2	
	Par No. (29 06 40 0 004 359.XXX)					
18	2653 Morningside Dr	30563	31807		4	
19	1856 Calmes St	30107	31808		2	
20	1755 Duval St	30102	31810		3	
21	2859 Ralston Rd	31929	31811		5	
				$ -		

District total for this group	
1	2
2	7
3	4
4	4
5	4
6	0
7	0
	21

0

*ADD Added in from other Groups

*CBO Cut By Owner

*N/A Taken out by Inspector

Tony Parker 11/30/23

Marchetta Dante 11.30.2023

A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES.

WHEREAS, a survey has been made to determine the properties upon which or in front of which noxious or dangerous weeds are growing and the agents or employees of the City of Mobile have obtained the legal description of parcels of property in the City of Mobile upon which or in front of which such weeds are growing, and it has been determined to follow the provisions of Act No. 329 of the Legislature of the State of Alabama, approved on April 28, 1988, and to have caused such weeds to be cut or otherwise abated as public nuisances:

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

SECTION 1: It has been determined by the City Council of Mobile that the weeds growing on the privately owned lots or parcels of land described in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part thereof as though set forth in full, known as **Group #1650** under the caption "NOXIOUS OR DANGEROUS WEEDS GROWING ON PROPERTY," are noxious and dangerous, and such weeds are hereby declared to be public nuisances. The properties upon which such weeds are growing are all located within the corporate limits of the City of Mobile, about the streets referred to in the description which are more particularly described in said Exhibit "A."

SECTION 2: The weeds growing on or in front of the above-described parcels of property shall be abated by the removal of such noxious or dangerous weeds or they will be removed and the nuisances abated by the City of Mobile, in which case the cost of such removal will be assessed against the respective parcels of lands from which such weeds are removed, and such cost will constitute a lien upon such respective parcels of land until paid. A public meeting is hereby called to be held in the Auditorium of the Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on the **9th day of January 2024**, at ten thirty a.m., for the purpose of hearing any objections to the declarations contained in this resolution and to the proposed removal of such weeds, at which time all objections will be heard and given due consideration by the City Council of Mobile; and it is directed that there shall be conspicuously posted in front of each parcel of property, a notice headed "NOTICE TO DESTROY WEEDS," such heading to be in words not less than one inch in height and substantially in the form set out in such Act No. 329, approved April 29, 1988.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:12/5/2023

Submitted by:

Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:

Council District 1	Cory Penn	8 Cases
Council District 2	William Carroll	7 Cases
Council District 3	C J Small	4 Cases
Council District 4	Ben Reynolds	0 Cases
Council District 5	Joel Daves	1 Case
Council District 6	Josh Woods	0 Cases
Council District 7	Gina Gregory	0 Cases

Purpose and Scope of Project:

Assess Cost for Weed Lien Group 1643

Effective Date of Contract:

12/5/2023

Funding Source

Project # Weed Lien Group 1643 **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Assess Cost for Weed Lien Group 1643	Backup Material	11/30/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	11/30/2023 - 2:35 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: **November 27, 2023**

SUBJECT: **Weed Lien Group 1643 Invoices for Council Agenda**

Attached, please find invoices for completed Weed Lien Group Number(s) **1643.** Please place these on the City Council's Agenda for **Tuesday, December 5, 2023**

If you have any questions, please do not hesitate to contact me. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

	WEED LIEN	
	1643	Res. No.
6/27/2023	LOTS TO BE DECLARED	58-719
8/1/2023	LOTS FOR PUBLIC HEARING	58-841
12/5/2023	LOTS TO BE ASSESSED FOR COST	58-

		OLD SRO		Amount	Dis	N/A
No.	Address	CASE #	CASE #	Assessed		CBO
1	603 Williams St	31346	25664	$ 245.00	2	
2	1951 St Stephens Rd	24710	25665	$ 669.48	1	
3	2971 Cottage Hill Rd	21786	25666	$ 297.50	5	
4	2071 Foster Lane	22209	25667	$ 385.00	3	
5	1310 Linwood Dr	25019	25668	$ 50.00	3	CBO
6	2455 Second Ave	28143	25669	$ 213.50	1	
7	1553 Plover St	31237	25670	$ 217.00	2	
8	1083 Dauphin Island Pkwy	31272	25671	$ 175.00	3	
9	550 Dexter Ave	12504	25672	$ 210.00	2	
10	508 Holcombe Ave	30324	25673	$ 217.00	2	
11	2059 Gimon Cir S	30240	25674	$ 175.00	3	
12	1069 Wellington St	24151	25675	$ 50.00	1	CBO
13	2107 Felix St	24573	25676	$ 203.00	1	
14	1104 Partridge St	28555	25677	$ 50.00	2	CBO
15	1120 Partridge St	24765	25678	$ 321.00	2	
16	2018 Tucker St	11609	25679	$ 50.00	1	CBO
17	403 Robbins St	29417	25680	$ 50.00	2	CBO
18	1060 Etta Ave	24876	25681	$ 233.00	1	
19	765 Donald St	24847	25682	$ 311.15	1	
20	2406 Brewton Ave	24827	25683	$ 273.30	1	
				$ 4,395.93		

District total for this group		Numbers of lots cut
1	8	6
2	7	5
3	4	3
4	0	0
5	1	1
6	0	0
7	0	0
	20	15

*ADD Added in from other Groups

*CBO Cut By Owner

*N/A Taken out by Inspector

Larry Jackson 11-27-23

Marchetta Waite 11-27-2023

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 27, 2023

Lot Owner: **SIMMONS DEMETRES C**

Address: **603 WILLIAMS ST**

City, State, Zip: **MOBILE, AL 36606-4245**

Group Number: **1643** Item # **1**

Lot Description: **LOT 3 BLK 23 BON AIR ESTS DBK 156 PGS 374-377 #SEC 28 T4S R1W #MP29 10 28 2 005 (29 10 28 2 005 096.XXX) 603 WILLIAMS ST**

Nuisance Date: 6/27/2023 Posting Date: 7/25/2023 Hearing Date: 8/1/2023

Date lot was cut: 11/9/2023 Contractor: Mr. Kelvin Daughtry

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,832	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	10	$	7.00	$	**70.00**
		Total Project Cost:			$	**245.00**

Sheila Dean
SECRETARY

Marchetta Tate
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 27, 2023

Lot Owner: **RICHARDSON OSCAR RAY ETAL**

Address: **451 S JEFFERSON ST**

City, State, Zip: **MOBILE, AL 36602**

Group Number: **1643** Item # **2**

Lot Description: **BEG NW COR ST STEPHENS RD & ANDREWS ST RUN TH NLY 138 FT-S- TH WLY 180 FT-S-TH SLY 161.19 FT TH ELY 184 FT (S) TO POB PT GRT SEC 44 T4S R1W EQUAL INTERESTS OSCAR RAY RICHARDSON OLIVET FOSTER RICHARDSON EDWIN FOSTER OLETA C FOSTER #SEC 44 T4S R1W #MP29 02 44 0 030 (29 02 44 0 030 253.XXX) 1951 ST STEPHENS RD**

Nuisance Date: 6/27/2023 Posting Date: 7/25/2023 Hearing Date: 8/1/2023

Date lot was cut: 11/9/2023 Contractor: Mr. Kelvin Daughtry

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		27,158	$	0.0125	$	**339.48**
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	40	$	7.00	$	**280.00**
		Total Project Cost:			$	**669.48**

Sheila Dean
SECRETARY

Marchetta Taite
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 27, 2023

Lot Owner: **TEEL STEPHEN**

Address: **40210 FOXFIELD LN**

City, State, Zip: **LEESBURG, VA 20175**

Group Number: **1643** Item # **3**

Lot Description: **BEG SE COR COTTAGE HILL RD & FARNELL LN TH ELY ALG S/L COTTAGE HILL RD 99 FT TH SLY & PAR WITH E/L FARNELL LN 200 FT TH WLY & PAR WITH COTTAGE HILL RD 99 FT TO E/L FARNELL LN TH NLY & ALG E/L FARNELL LN 200 FT TO POB #SEC 30 T4S R1W #SEC 30 T4S R1W #MP29 09 30 3 001 #MP29 09 30 3 001 (29 09 30 3 001 008.XXX) 2971 COTTAGE HILL RD**

Nuisance Date: 6/27/2023 Posting Date: 7/25/2023 Hearing Date: 8/1/2023

Date lot was cut: 11/9/2023 Contractor: Mr. Kelvin Daughtry

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		19,800	$	0.0125	$	**247.50**
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**297.50**

Sheila Dean
SECRETARY

Marchetta Foote
INSPECTOR

Larry Jackson
SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 27, 2023

Lot Owner: **SIGLER OSCAR JR**

Address: **2071 FOSTER LN**

City, State, Zip: **MOBILE, AL 36605**

Group Number: **1643** Item # **4**

Lot Description: **LOT 15 BLK 9 FULTON RIDGE ESTS MBK 4 P 110 #SEC 32 T4S R1W #MP29 11 32 4 001 (29 11 32 4 001 067.XXX) 2071 FOSTER LN**

Nuisance Date: 6/27/2023 Posting Date: 7/25/2023 Hearing Date: 8/1/2023

Date lot was cut: 11/9/2023 Contractor: Mr. Kelvin Daughtry

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	8,249	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	30	$	7.00	$	**210.00**
		Total Project Cost:			$	**385.00**

Sheila Dean
SECRETARY

Margaritta Jayle
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 27, 2023

Lot Owner: **SCOTT ROBERT**

C/O ROBERT B SCOTT

Address: **1907 WILSON CT**

City, State, Zip: **ANTIOCH, CA 94509-7303**

Group Number: **1643** Item # **5**

Lot Description: **LOT 28 BLK 5 BROOKLEY HGTS 1ST SECTOR MBK 3 P 677 #SEC 37 T5S R1W #MP32 02 37 0 001 (32 02 37 0 001 177.XXX) 1310 E LINWOOD DR**

Nuisance Date: 6/27/2023 Posting Date: 7/25/2023 Hearing Date: 8/1/2023

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	7,768	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Shelia Dear
SECRETARY

Marchetta Jaute
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 27, 2023

Lot Owner: **MARIONEAUX ERICA**

Address: **6973 RABURN RD**

City, State, Zip: **PENSACOLA, FL 32526-8085**

Group Number: **1643** Item # **6**

Lot Description: **LOT 39 BLOCK B TRINITY GARDENS #1 MBK 3 P328 #SEC 44 T4S R1W #MP29 02 44 0 008 (29 02 44 0 008 183.XXX) 2455 SECOND AVE**

Nuisance Date: 6/27/2023 Posting Date: 7/25/2023 Hearing Date: 8/1/2023

Date lot was cut: 11/9/2023 Contractor: Mr. Kelvin Daughtry

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		11,400	$	0.0125	$	**142.50**
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	3	$	7.00	$	**21.00**
		Total Project Cost:			$	**213.50**

Shelia Dear
SECRETARY

Marchetta Dante
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
November 27, 2023

Lot Owner: **MIXON EDWARD**

Address: **111 SO CATHERINE ST APT 1-A**

City, State, Zip: **MOBILE, AL 36604**

Group Number: **1643** Item # **7**

Lot Description: **LOT 39 COLGIN ADD TO OAKDALE DBK 115 P 361 UNRECORDED Q/D DTD 10/9/86 #SEC 28 T4S R1W #MP29 10 28 4 005 (29 10 28 4 005 060.XXX) 1553 PLOVER ST**

Nuisance Date: 6/27/2023 Posting Date: 7/25/2023 Hearing Date: 8/1/2023

Date lot was cut: 11/9/2023 Contractor: Mr. Kelvin Daughtry

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,823	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	6	$	7.00	$	**42.00**
		Total Project Cost:			$	**217.00**

Shellia Dean
SECRETARY

Marchetta Tate
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 27, 2023

Lot Owner: **ALABAMA POWER CO**

% TREASURY/FINANCE

Address: **P. O.BOX 2641**

City, State, Zip: **BIRMINGHAM, AL 35291**

Group Number: **1643** Item # **8**

Lot Description: **COMMENCING AT THE NORTHEAST CORNER OF LOT 1 FARMINGDALE MBK 6 PAGE 481 THEN RUN WESTERLY TO THE EAST LINE OF DAUPHIN ISLAND PARKWAY THEN NORTH 50.76 FT TO THE POINT OF BEGINNING. RUN EASTERLY 100 FT THEN NORTH 100 FT THEN WESTERLY 100 FT THEN SOUTHERLY 100 FT TO THE POINT OF BEGINNING. (29 11 33 2 002 078.000) 1083 DAUPHIN ISLAND PKWY**

Nuisance Date: 6/27/2023 Posting Date: 7/25/2023 Hearing Date: 8/1/2023

Date lot was cut: 11/9/2023 Contractor: Mr. Kelvin Daughtry

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	10,000	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**175.00**

Shelia Dear
SECRETARY

Marchetta Tate
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 27, 2023

Lot Owner: **PARKER JOHNNIE MAE**

& GLORIA JEAN KENNEDY

Address: **1919 LUCKIE AVE**

City, State, Zip: **MOBILE, AL 36617**

Group Number: **1643** Item # **9**

Lot Description: **LOT 1 SQ 29 GLENDALE PARK DBK 61 NS PG 316-317 #SEC 27 T4S R1W #MP29 10 27 2 002 (29 10 27 2 002 078.XXX) 550 DEXTER AVE**

Nuisance Date: 6/27/2023 Posting Date: 7/25/2023 Hearing Date: 8/1/2023

Date lot was cut: 11/9/2023 Contractor: Mr. Kelvin Daughtry

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	4,804	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	5	$	7.00	$	**35.00**
		Total Project Cost:			$	**210.00**

Shelia Dean
SECRETARY

Maychetta Jute
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 27, 2023

Lot Owner: **LIFE HEALTHCARE LLC, AN ALABAMA**

C/O ROY LEE SMITH III

Address: **720 S LEEDS AVE**

City, State, Zip: **WHISTLER, AL 36612-1946**

Group Number: **1643** Item # **10**

Lot Description: **LOT 29 BLK 17 BON AIR ESTS DBK 156 P 374 #SEC 29 T4S R1W #MP29 09 29 1 005 (29 09 29 1 005 023.XXX) 508 HOLCOMBE AVE**

Nuisance Date: 6/27/2023 Posting Date: 7/25/2023 Hearing Date: 8/1/2023

Date lot was cut: 11/9/2023 Contractor: Mr. Kelvin Daughtry

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	7,500	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	6	$	7.00	$	**42.00**
		Total Project Cost:			$	**217.00**

Shelia Dean
SECRETARY

Marshetta Scott
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 27, 2023

Lot Owner: **SANDERS EDITH B**

C/O KIM CRAIG

Address: **1115 W GIMON CIR**

City, State, Zip: **MOBILE, AL 36605**

Group Number: **1643** Item # **11**

Lot Description: **LOT 25 BLK 7 FULTON RIDGE ESTATES MBK 4 PGS 110-115 #SEC 32 T4S R1W #MP29 11 32 4 002 (29 11 32 4 002 010.XXX) 2059 GIMON CIR S**

Nuisance Date: 6/27/2023 Posting Date: 7/25/2023 Hearing Date: 8/1/2023

Date lot was cut: 11/9/2023 Contractor: Mr. Kelvin Daughtry

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	6,419	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**175.00**

Shelia Dear
SECRETARY

Marsheltia Tate
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 27, 2023

Lot Owner: **BENNETT LEONARDO**

Address: **990 WAKEFIELD DR W**

City, State, Zip: **MOBILE, AL 36695**

Group Number: **1643** Item # **12**

Lot Description: **COMG AT SW COR OF WELLINGTON ST & PRICHARD LANE RUN TH IN A SW-LY DIR ALG S/L OF PRICHARD LN DIS OF 107.38 FT TO A PT TH RUN S-LY & PAR WITH E/L OF LUBEL AVE DIS OF 176.34 FT TO A PT WHICH PT IS PLC OF BEG TH CONT S-LY & PAR WITH LUBEL AVE DIS OF 40 FT TO A PT TH E-LY AT RT ANG DIS OF 94.57 FT D 107 FT S TO A PT WHICH PT IS ON W/L OF WELLINGTON ST TH NLY ALG W/L OF WELLINGTON ST DIS OF 40 FT TO A PT TH WLY & PAR WITH S/L OF PPTY HEREIN DESC DIS OF 95.35 FT POB #SEC 44 T4S R1W #MP29 02 44 0 013 (29 02 44 0 013 433.XXX) 1069 WELLINGTON ST**

Nuisance Date: 6/27/2023 Posting Date: 7/25/2023 Hearing Date: 8/1/2023

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	3,500	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	4	$	7.00	$	**28.00**
		Total Project Cost:			$	**203.00**

SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 27, 2023

Lot Owner: **WYATT LEONARD C**

Address: **6427 MIDDLE RING CT**

City, State, Zip: **MOBILE, AL 36608**

Group Number: **1643** Item # **13**

Lot Description: **N 1/2 OF LOT 8 BLK 2 WHITES ADD TO JACKSONVILLE MBK 3 P 383 #SEC 42 T4S R1W #MP29 07 42 0 004 (29 07 42 0 004 086.XXX) 2107 FELIX ST**

Nuisance Date: 6/27/2023 Posting Date: 7/25/2023 Hearing Date: 8/1/2023

Date lot was cut: 11/9/2023 Contractor: Mr. Kelvin Daughtry

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	3,500	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	4	$	7.00	$	28.00
		Total Project Cost:			$	203.00

Sheila Dean
SECRETARY

Margaretta Davis
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 27, 2023

Lot Owner: **MADISON HATTIE**

C/O HARRIET M LEWIS

Address: **607 MEADOW KNOLL DR**

City, State, Zip: **STAFFORD, TX 77477**

Group Number: **1643** Item # **14**

Lot Description: **BEG AT PT OF INT OF S/L OF GAYNOR ST WITH W/L OF PARTRIDGE ST RUN SLY ALG W/L OF PARTRIDGE ST 100 FT TO POB TH CONT ALG LINE 60 FT TO A PT TH WITH AN INT ANG OF 90 DEG 13 MIN 45 SEC RUN WLY & PAR WITH GAYNOR ST 150 FT TO A PT TH WITH AN INT ANG OF 89 DEG 46 MIN 15 SEC RUN NLY & PAR WITH PARTRIDGE ST 20 FT TO A PT TH WITH AN INT ANG OF N 35 DEG 12 MIN 30 SEC RUN NELY 56.6 FT TO A PT TH WITH AN INT ANG OF 135 DEG 01 MIN 15 SEC RUN ELY & PAR WITH GAYNOR ST 110 FT TO THE POB BEING IN BLK 2 GAYNOR TRT DBK 156 P 126-127 #SEC 28 T4S R1W #MP29 10 28 4 004 (29 10 28 4 004 002.XXX) 1104 PARTRIDGE ST**

Nuisance Date: 6/27/2023 Posting Date: 7/25/2023 Hearing Date: 8/1/2023

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	8,163	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Sheila Dean
SECRETARY

Marchetta Davis
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
November 27, 2023

Lot Owner: **JONES IDA MAE**
C/O MARY CARMEN WILLIAMS
Address: **1129 BALTIMORE ST**
City, State, Zip: **MOBILE, AL 36605-1572**
Group Number: **1643** Item # **15**

Lot Description: **N 47 1/2 FT OF LOTS 1 & 2 BLK 1 GAYNOR TRT DBK 156 P 127 #SEC 28 T4S R1W #MP29 10 28 4 004 (29 10 28 4 004 066.XXX) 1120 PARTRIDGE ST**

Nuisance Date: 6/27/2023 Posting Date: 7/25/2023 Hearing Date: 8/1/2023
Date lot was cut: 11/9/2023 Contractor: Mr. Kelvin Daughtry

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	4,700	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		2	$	3.00	$	**6.00**
Debris Removal	Cubic Yard	20	$	7.00	$	**140.00**
		Total Project Cost:			$	**321.00**

Sheila Dear
SECRETARY
Marchetta Tate
INSPECTOR
SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 27, 2023

Lot Owner: **ROBINSON LEE JR**

& THERESA D

Address: **P. O. BOX 641**

City, State, Zip: **MOBILE, AL 36601-0641**

Group Number: **1643** Item # **16**

Lot Description: **LOTS 12 & 20 BLK E SUNNYMEA DE DBK 156 PG 488 #SEC 44 T4S R1W #MP29 02 44 0 024 (29 02 44 0 024 364.XXX) 2018 TUCKER ST**

Nuisance Date: 6/27/2023 Posting Date: 7/25/2023 Hearing Date: 8/1/2023

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate	12,000	0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Sheila Dean
SECRETARY

Marchetta Jarte
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 27, 2023

Lot Owner: **WESTBROOK ALICE MARY**

C/O MARTHA WESTBROOK

Address: **161 N CEDAR ST**

City, State, Zip: **MOBILE, AL 36603-6102**

Group Number: **1643** Item # **17**

Lot Description: **LOT 4 BLK 3 LAFAYETTE HGTS DBK 133 P 420 #SEC 25 T4S R1W #MP29 07 25 0 002 (29 07 25 0 002 363.XXX) 403 ROBBINS ST**

Nuisance Date: 6/27/2023 Posting Date: 7/25/2023 Hearing Date: 8/1/2023

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	4,438	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Sheila Dear
SECRETARY

Marguerite Foote
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 27, 2023

Lot Owner: **WILLIAMS ANN**

Address: **1060 ETTA AVE**

City, State, Zip: **MOBILE, AL 36617**

Group Number: **1643** Item # **18**

Lot Description: **FROM SE COR OF STANTON RD & PRICHARD LANE RUN NELY ALG S/L OF PRICHARD LN 146.40 FT TO PT RUN TH S 15 DEG 29 MIN E ALG E/L OF 50 FT RDWY 156.18 FT TO PT WHICH MARKS POB RUN TH ELY AT RT ANG OF SAID 50 FT RDWY 100 FT TO PT RUN TH S 15 DEG 29 MIN E 40 FT TO PT RUN TH WLY & PAR WITH N/L OF PPTY HEREIN DESC 100 FT TO PT ON E/L OF SAID 50 FT RDWY RUN TH NLY ALG E/L OF SAID RDWY 40 FT TO POB OF PPTY HEREIN DESC #SEC 44 T4S R1W #MP29 02 44 0 013 (29 02 44 0 013 476.XXX) 1060 ETTA AVE**

Nuisance Date: 6/27/2023 Posting Date: 7/25/2023 Hearing Date: 8/1/2023

Date lot was cut: 11/9/2023 Contractor: Mr. Kelvin Daughtry

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	4,000	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		3	$	3.00	$	9.00
Debris Removal	Cubic Yard	7	$	7.00	$	49.00
		Total Project Cost:			$	233.00

Sheila Dean
SECRETARY

Margaret Ford
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 27, 2023

Lot Owner: **FOX ANNIE DELORES HAWTHRONE**

Address: **1056 TEXAS ST**

City, State, Zip: **MOBILE, AL 36604**

Group Number: **1643** Item # **19**

Lot Description: **LOTS 2 & 3 BLK D OF SUNNYMEADE SUBDIV DBK 156 N.S. P 488 #SEC 44 T4S R1W #MP29 02 44 0 023 (29 02 44 0 023 214.XXX) 765 DONALD ST**

Nuisance Date: 6/27/2023 Posting Date: 7/25/2023 Hearing Date: 8/1/2023

Date lot was cut: 11/9/2023 Contractor: Mr. Kelvin Daughtry

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		12,492	$	0.0125	$	**156.15**
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	15	$	7.00	$	**105.00**
		Total Project Cost:			$	**311.15**

Sheila Dean
SECRETARY

Marguerite Jante
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 27, 2023

Lot Owner: **PITTS ROBERT EARL**

C/O APRIL NELSON

Address: **2020 QUEENSBORO AVE S APT A**

City, State, Zip: **SAINT PETTERSBURG, FL 33712-2736**

Group Number: **1643** Item # **20**

Lot Description: **LOTS 316 & 317 TRINITY GDNS MBK 4 PG 21 #SEC 44 T4S R1W #MP29 02 44 0 025 (29 02 44 0 025 105.XXX) 2406 BREWTON AVE**

Nuisance Date: 6/27/2023 Posting Date: 7/25/2023 Hearing Date: 8/1/2023

Date lot was cut: 11/9/2023 Contractor: Mr. Kelvin Daughtry

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		14,264	$	0.0125	$	**178.30**
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		1	$	3.00	$	**3.00**
Debris Removal	Cubic Yard	6	$	7.00	$	**42.00**
		Total Project Cost:			$	**273.30**

Shelia Dean
SECRETARY

Marchette Foster
INSPECTOR

SUPERVISOR

AGENDA ITEM SUMMARY SHEET

Agenda of:12/5/2023

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	3 Cases
Council District 5	Joel Daves	0 Cases
Council District 6	Josh Woods	0 Cases
Council District 7	Gina Gregory	1 Case

Purpose and Scope of Project:

Assess Cost for Weed Lien 1645

Effective Date of Contract:

12/5/2023

Funding Source

Project # Weed Lien Group 1645 **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Assess Cost for Weed Lien 1645	Backup Material	11/30/2023
resolution	Cover Memo	11/30/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal			11/30/2023 -

Enforcement	Gauthier, Lana	Approved	11:58 AM

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: **November 29, 2023**

SUBJECT: **Weed Lien Group 1645 Invoices for Council Agenda**

Attached, please find invoices for completed Weed Lien Group Number(s) **1645.** Please place these on the City Council's Agenda for **Tuesday, December 5, 2023**

If you have any questions, please do not hesitate to contact me. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

	WEED LIEN	
	1645	Res. No.
8/15/2023	LOTS TO BE DECLARED	58-876
9/19/2023	LOTS FOR PUBLIC HEARING	58-1043
12/5/2023	LOTS TO BE ASSESSED FOR COST	58-

No.	Address	SRO No.	CASE #	Amount Assessed	Dis	N/A CBO
1	2614 Warsaw Ave	27629	28007	$ 182.00	1	
2	464 Ridge Rd E	26539	28010	$ 50.00	1	CBO
3	951 Minor St	30725	28013	$ 327.00	1	
4	854 Summerville St	24031	28016	$ 50.00	1	CBO
5	1014 Barbara Dr E	25422	28017	$ -	1	CBD
6	901 Mobile St	32294	28018	$ 50.00	1	CBO
7	2717 Elsmore St	26416	28020	$ 50.00	1	CBO
8	1100 Wellington St	26221	28021	$ 182.00	1	
9	2713 Elsmore St	26406	28023	$ 50.00	1	CBO
10	601 Crawford Lane	26496	28025	$ -	2	CBD
11	2459 Richardson St	30174	28027	$ -	2	N/A
12	717 Dr Thomas Ave N	27474	28028	$ 182.00	2	
13	811 Dr Thomas Ave N	27479	28029	$ 182.00	2	
14	1300 Greenwood Ave	32584	28030	$ -	3	CBD
15	2050 Stockton Dr	25456	28032	$ 187.00	3	CBO
16	2371 Columbus Ave	27011	28033	$ 50.00	4	CBO
17	3931 Point Rd	25908	28034	$ 50.00	4	CBO
18	141 Oklahoma Dr	32356	28036	$ 50.00	7	CBO
19	507 Booker St	26860	28037	$ 50.00	2	CBO
20	2752 Farnell Dr	22447	28038	$ 182.00	4	
				$ 1,874.00		

District total for this group

1	9
2	5
3	2
4	3
5	0
6	0
7	1
	20

Numbers of lots cut

1	3
2	2
3	1
4	1
5	0
6	0
7	0
	7

*ADD Added in from other Groups

*CBC Cut By Contractor

*CBO Cut By Owner

*UDL Undeveloped Lot

*N/A Taken out by Inspector

Larry Lockhart 11/30/23

Marchette Jarte 11-30-23

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
November 29, 2023

Lot Owner: **LUCAS VERTIS LEE**

Address: **7243 PEACHTREE LN N**

City, State, Zip: **MOBILE, AL 36618**

Group Number: **1645** Item # **1**

Lot Description: **LOT 533 TRINITY GARDENS 3RD ADD MBK 4 P 143 #SEC 44 T4S R1W #MP29 02 44 0 009 (29 02 44 0 009 093.XXX) 2614 WARSAW AVE**

Nuisance Date: 8/15/2023 Posting Date: 9/12/2023 Hearing Date: 9/19/2023

Date lot was cut: 11/20/2023 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	8,113	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	7.00
	Total Project Cost:				$	182.00

Sholia Dean
SECRETARY

Margretta Tarte
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
November 29, 2023

Lot Owner: **HOUSTON DEVON**

Address: **475 E CREEK CIR DR**

City, State, Zip: **MOBILE, AL 36617**

Group Number: **1645** Item # **2**

Lot Description: **LOT 2 BLK B CEDAR RIDGE SUB MBK 5/287-288 #SEC 42 T4S R1W #MP29 07 42 0 003 (29 07 42 0 003 122.XXX) 464 RIDGE RD E**

Nuisance Date: 8/15/2023 Posting Date: 9/12/2023 Hearing Date: 9/19/2023

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	8,708	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelia Dean
SECRETARY

Margretta Tante
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
November 29, 2023

Lot Owner: **TURNER WILLIE PEARL**

Address: **1912 SEALE CT**

City, State, Zip: **MOBILE, AL 36617**

Group Number: **1645** Item # **3**

Lot Description: **LOT 10 BLK 3 TOULMINVILLE HGTS DBK 130 P 276 #SEC 44 T4S R1W #MP29 02 44 0 024 (29 02 44 0 024 054.XXX) 951 MINOR ST**

Nuisance Date: 8/15/2023 Posting Date: 9/12/2023 Hearing Date: 9/19/2023

Date lot was cut: 11/20/2023 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	4,107	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		4	$	3.00	$	12.00
Debris Removal	Cubic Yard	20	$	7.00	$	140.00
		Total Project Cost:			$	327.00

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
November 29, 2023

Lot Owner: **WILLIAMS ANDERSON & DOROTHY BROUGHTON**

C/O JACQUELYN MATTHEWS

Address: **6409 HAMPTON PARK CT**

City, State, Zip: **MOBILE, AL 36608-6801**

Group Number: **1645** Item # **4**

Lot Description: **ALL THAT CER PCL OF LAND BD BY A LINE BEG AT A PT ON THE E SIDE OF SUMMERVILLE ST AT THE NW COR OF THE PROP OF THOMAS F STEIN ET AL BEI THE SW COR OF THE PROP CON BY THOMAS F STEIN AT AL TO MR & MRS E M LOBSINGER & BEI 495.34 FT S OF BURRETTS LN TH RUN SLY ALG SUMMERVILLE ST 75 FT TH N 88 DEG 15 MIN E A DIS OF 150 FT RUN TH NLY & PAR TO SUMMERVILLE ST 75 FT RUN TH WLY FOR A DIS OF 150 FT TO THE POB #SEC 44 T4S R1W #MP29 02 44 0 024 (29 02 44 0 024 309.XXX) 854 SUMMERVILLE ST**

Nuisance Date: 8/15/2023 Posting Date: 9/12/2023 Hearing Date: 9/19/2023

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	9,793	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelica Dean
SECRETARY

Marchetta Jeyte
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 29, 2023

Lot Owner: **SPEARS PATRICK**

Address: **2662 BETBEZE ST**

City, State, Zip: **MOBILE, AL 36607-1608**

Group Number: **1645** Item # **6**

Lot Description: **LOT 429 TRINITY GARDENS EXT SOUTH MBK 4 PG 21 #SEC 44 T4S R1W #MP29 02 44 0 025 (29 02 44 0 025 091.XXX) 901 MOBILE ST**

Nuisance Date: 8/15/2023 Posting Date: 9/12/2023 Hearing Date: 9/19/2023

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	7,946	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Sheila Deave
SECRETARY

Maychetta Tuste
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
November 29, 2023

Lot Owner: **MITCHELL JAMES HENRY**

Address: **554 OSAGE ST**

City, State, Zip: **MOBILE, AL 36617**

Group Number: **1645** Item # **7**

Lot Description: **W 1/2 OF LOTS 10 & 12 BLK B MECHEM & STEINS RESUB OF STEINS ADD TO CRICHTON DBK 153 P 530 #SEC 23 T4S R2W #MP29 07 23 0 002 (29 07 23 0 002 353.XXX) 2717 ELSMORE ST**

Nuisance Date: 8/15/2023 Posting Date: 9/12/2023 Hearing Date: 9/19/2023

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	4,942	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelia Dean
SECRETARY

Marchetta Davis
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 29, 2023

Lot Owner: **REYNOLDS EDW J & OLIVIA**

Address: **10730 HUNTER CIRCLE WEST**

City, State, Zip: **MOBILE, AL 36695**

Group Number: **1645** Item # **8**

Lot Description: **LOT 1 GARDINA SUB MBK 5 PG 163 #SEC 44 T4S R1W #MP29 02 44 0 013 (29 02 44 0 013 421.XXX) 1100 WELLINGTON ST**

Nuisance Date: 8/15/2023 Posting Date: 9/12/2023 Hearing Date: 9/19/2023

Date lot was cut: 11/20/2023 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	7,500	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	7.00
		Total Project Cost:			$	182.00

Shelia Dear
SECRETARY

Maychetta Tarte
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 29, 2023

Lot Owner: **STALLWORTH CAROLYN ELIZABETH**

Address: **2713 ELSMORE ST**

City, State, Zip: **MOBILE, AL 36607-2027**

Group Number: **1645** Item # **9**

Lot Description: **E 1/2 OF LOTS 10 & 12 BLK B MECHEM & STEINS RESUB OF BLKS A B C D E F STEINS ADD TO CRICHTON DBK 153/530-531 #SEC 23 T4S R1W #MP29 07 23 0 002 (29 07 23 0 002 354.XXX) 2713 ELSMORE ST**

Nuisance Date: 8/15/2023 Posting Date: 9/12/2023 Hearing Date: 9/19/2023

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	4,940	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelia Deaw
SECRETARY

Margaretta Jarte
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 29, 2023

Lot Owner: **SMITH NETTIE G 1/3 INT,**

LUTHER L SMITH 1/3 INT & CORINE GAMBLE 1/3 INT

C/O TOMMY C HARRIS

Address: **717 DR THOMAS AVENUE**

City, State, Zip: **MOBILE, AL 36610**

Group Number: **1645** Item # **12**

Lot Description: **LOT 9 BLK 2 HAPPY HILL SUB MBK 4 P 431 #SEC 44 T4S R1W #MP29 02 44 0 017 (29 02 44 0 017 119.XXX) 717 DR THOMAS AVE**

Nuisance Date: 8/15/2023 Posting Date: 9/12/2023 Hearing Date: 9/19/2023

Date lot was cut: 11/20/2023 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	1,948	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	7.00
		Total Project Cost:			$	182.00

Sheliá Ecob
SECRETARY

Marchetta Taute
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
November 29, 2023

Lot Owner: **EDWARDS HENRY JAMES JR**

Address: **865 CHIN ST**

City, State, Zip: **MOBILE, AL 36610-4196**

Group Number: **1645** Item # **13**

Lot Description: **LOT 28 BLK 2 HAPPY HILL SUB MBK 4 P 431 GRT SEC 44 T4S R1W #SEC 44 T4S R1W #MP29 02 44 0 017 (29 02 44 0 017 102.XXX) 811 DR THOMAS AVE**

Nuisance Date: 8/15/2023 Posting Date: 9/12/2023 Hearing Date: 9/19/2023

Date lot was cut: 11/20/2023 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	2,775	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	7.00
		Total Project Cost:			$	182.00

Shelia Dees
SECRETARY

Marchetta Dante
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
November 29, 2023

Lot Owner: **TRAVIS JOI L**

Address: **P. O. BOX 550274**

City, State, Zip: **BIRMINGHAM, AL 35255-0274**

Group Number: **1645** Item # **15**

Lot Description: **LOT 6 BLK 7 FULTON RIDGE ESTS MBK 4/110-115 #SEC 32 T4S R1W #MP29 11 32 4 002 (29 11 32 4 002 029.XXX) 2050 STOCKTON DR**

Nuisance Date: 8/15/2023 Posting Date: 9/12/2023 Hearing Date: 9/19/2023

Date lot was cut: 11/20/2023 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		10,400	$	0.0125	$	**130.00**
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	**7.00**
		Total Project Cost:			$	**187.00**

Shelia Dear
SECRETARY

Marchetta Davis
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
November 29, 2023

Lot Owner: **YAGOUB ELYAS**

Address: **40 W LOURANDO DR**

City, State, Zip: **MOBILE, AL 36606**

Group Number: **1645** Item # **16**

Lot Description: **LOT 24 SHANNON'S RIVER PARK MBK 3 PG 543 #SEC 36 T5S R1W #MP32 03 36 0 004 (32 03 36 0 004 127.XXX) 2371 COLUMBUS AVE**

Nuisance Date: 8/15/2023 Posting Date: 9/12/2023 Hearing Date: 9/19/2023

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate	27,890	0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Sheliat Dear
SECRETARY

Marchetta Dante
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
November 29, 2023

Lot Owner: **PNC BANK NATIONAL ASSOCIATION**

Address: **3232 NEWMARK DR**

City, State, Zip: **MIAMISBURG, OH 453242-5421**

Group Number: **1645** Item # **17**

Lot Description: **LOT 12 BLK G CYPRESS SHORES ESTATES 1ST UNIT MBK 11 PG 83 #SEC 39 T5S R2W #MP33 06 39 0 005(33 06 39 0 005 037.XXX) 3931 POINT RD**

Nuisance Date: 8/15/2023 Posting Date: 9/12/2023 Hearing Date: 9/19/2023

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate	17,660	0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Shelia Dean
SECRETARY

Marguerite Dante
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 29, 2023

Lot Owner:	**BRANTLEY MEGAN ELIZABETH MCDONALD AS**
	TRUSTEE FOR THE IRREVOCABLE TRUST AGREEMENT
Address:	**15141 FINDLEY RD**
City, State, Zip:	**WILMER, AL 36587-6029**
Group Number:	**1645** Item # **18**
Lot Description:	**NORTH HALF OF LOT 12 TULSA PARK ESTATES MAP BOOK 5 PAGE 113 FURTHER DESC AS:FROM THE PT OF THE NW COR OF THE SW 1/4 SEC 17 T4S R2W RUN TH E ALG 1/2 SEC/L 674 FT TO A PT SD PT BEING THE NE COR OF THE ZIMLICH PPTY TH CONT E 228 FT TO A PT TH S ALG W/L OF OKLAHOMA DR FRMLY TULSA ST 900 FT TO AN IRON MARKER FOR THE POB OF HEREIN DESC PPTY TH CONT S 50 FT TO A PT TH W 280 W TO A PT TH N ALG OLD FENCE LINE 50 FT TO A PT TH E ALG A FENCE 280 FT TO THE POB #SEC 17 T4S R2W #MP28 04 17 E 000 (28 04 17 3 000 028.XXX) 141 OKLAHOMA DR**
Nuisance Date:	8/15/2023 Posting Date: 9/12/2023 Hearing Date: 9/19/2023
Date lot was cut:	N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate	13,272	0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Sheila Decev
SECRETARY

Margretta Ivette
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
November 29, 2023

Lot Owner: **DANG PHUC**

Address: **3801 DIDCOT CIR**

City, State, Zip: **SACRAMENTO, CA 95838**

Group Number: **1645** Item # **19**

Lot Description: **LOT 36 BLK 2 IN PORTER'S 2ND ADDN DBK 99 N.S. PG 23 (29 10 28 1 004 027.001) 507 BOOKER ST**

Nuisance Date: 8/15/2023 Posting Date: 9/12/2023 Hearing Date: 9/19/2023

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,731	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Shelia Deaw
SECRETARY

Marchetta Jarte
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 29, 2023

Lot Owner: **EDDINS WILLIAM O & DONNA J**

Address: **8311 PIRTLE ST**

City, State, Zip: **CODEN, AL 36523-3101**

Group Number: **1645** Item # **20**

Lot Description: **LOT 45 GULF MANOR 2ND ADD MBK 9 P 121 #SEC 7 T5S R1W #MP32 03 07 0 001 (32 03 07 0 001 022.XXX) 2752 FARNELL DR**

Nuisance Date: 8/15/2023 Posting Date: 9/12/2023 Hearing Date: 9/19/2023

Date lot was cut: 11/20/2023 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	9,212	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	7.00
		Total Project Cost:			$	182.00

Shelia Dean
SECRETARY

Maychelle Tuck
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 **Weed Lien Group 1643** 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:12/5/2023

Submitted by:

Marc Vassallo

Sponsored by:

Mayor Stimpson

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Cover Memo	11/27/2023

REVIEWERS:

Department	Reviewer	Action	Date
Public Service	Gauthier, Lana	Approved	11/30/2023 - 12:00 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:

- **December 2023 – Sisley James (Employee # 19873) Sanitation (Public Services)**

This employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

AGENDA ITEM SUMMARY SHEET

Agenda of:12/5/2023

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember Gina Gregory

Purpose and Scope of Project:

Funds will be used to assist with its 10th Annual Project Homeless Connect event on Friday, January 26, 2024.

Amount of Contract:

$500.00

Funding Source

Project # DSC-07/10041020-42080 **Discretionary Funds** DSC-07

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - HOUSING FIRST, INC.	Cover Memo	11/28/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	11/28/2023 - 3:22 PM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Gina Gregory

WHEREAS, Councilmember Gregory wishes to appropriate **$500.00** to Housing First, Inc., from her discretionary funds; and

WHEREAS, Housing First, 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 Housing First, Inc., will be used to assist with its 10th Annual Project Homeless Connect event on Friday, January 26, 2024.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **$500.00** to Housing First, 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:12/5/2023

Submitted by:

DONNA BRYARS, COMPTROLLER

Sponsored by:

COUNCILMEMBER JOEL DAVES

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH THE BEAUTIFICATION PROJECT TO REVAMP THE TRIANGULAR GREENSPACE IN THE CITY RIGHT OF WAY IN FRONT OF COUNTRY CLUB OF MOBILE.

Amount of Contract:

$15,000.00

Funding Source

Project # DSC-05/10041020-42080 **Discretionary Funds** DSC-05

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - COUNTRY CLUB ESTATES NEIGHBORHOOD ASSOCIATION, INC.RESOLUTION - COUNTRY CLUB ESTATES NEIGHBORHOOD ASSOCIATION, INC.	Cover Memo	11/28/2023

REVIEWERS:

Department Reviewer	Action	Date

Accounting Green, Vi	Approved	11/28/2023 - 3:49 PM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Joel Daves*

WHEREAS, *Councilmember Daves wishes to appropriate **$15,000.00** to Country Club Estates Neighborhood Association, Inc., from his discretionary funds*; and

WHEREAS, *Country Club Estates Neighborhood Association, 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 Country Club Estates Neighborhood Association, Inc*., will be used to assist with the beautification project to revamp the triangular greenspace in the City right of way in front of Country Club of Mobile*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$15,000.00** to Country Club Estates Neighborhood Association, 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:12/5/2023

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember William Carroll

Purpose and Scope of Project:

Funds will be used to assist with the 2nd Annual Community Christmas Tree Lighting to be held on Wednesday, December 6, 2023

Amount of Contract:

$1,000.00

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 - TWIN OAKS REHABILITATION & HEALTHCARE CENTER	Cover Memo	11/30/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	11/30/2023 - 11:56 AM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: William Carroll

WHEREAS, Councilmember Carroll wishes to appropriate **$1,000.00** to Twin Oaks Nursing Home, Inc. dba Twin Oaks Rehabilitation & Healthcare Center, from his discretionary funds; and

WHEREAS, Twin Oaks Nursing Home, Inc. dba Twin Oaks Rehabilitation & Healthcare 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 Twin Oaks Nursing Home, Inc. dba Twin Oaks Rehabilitation & Healthcare Center, will be used to assist with the 2nd Annual Community Christmas Tree Lighting to be held on Wednesday, December 6, 2023, 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 **$1,000.00** to Twin Oaks Nursing Home, Inc. dba Twin Oaks Rehabilitation & Healthcare Center 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:12/5/2023

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	12/5/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/5/2023 - 8:11 AM

RESOLUTION REQUESTING THAT THE PLANNING COMMISSION CONSIDER A TEXT AMENDMENT TO ARTICLE 13, SPRING HILL OVERLAY, OF THE UNIFIED DEVELOPMENT CODE

Sponsored by Councilmembers Gregory and Daves.

BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, does hereby request that the Planning Commission consider a text amendment to Article 13, Spring Hill Overlay, of the Unified Development Code to provide that proposed Planned Developments within the area encompassed by the Spring Hill Overlay are exempt from the minimum contiguous land area requirement of 10 acres.

ADOPTED:

_____

CITY CLERK

AGENDA ITEM SUMMARY SHEET

Agenda of:12/5/2023

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

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
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						

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
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						

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 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						

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
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						

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 Unit Price	 Ext Amount	(2) BAGBY & RUSSELL ELECTRIC COMPANY, INC. Unit Price	 Ext Amount	 Unit Price	 Ext Amount
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						

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 Unit Price	 Ext Amount	(2) BAGBY & RUSSELL ELECTRIC COMPANY, INC. Unit Price	 Ext Amount	 Unit Price	 Ext Amount
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						

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 Unit Price	 Ext Amount	(2) BAGBY & RUSSELL ELECTRIC COMPANY, INC. Unit Price	 Ext Amount	 Unit Price	 Ext Amount
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

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
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						

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
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:12/5/2023

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 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 910519540
	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 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 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	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 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. 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 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 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 910519540
	Status: Converted 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	
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 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 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 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 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	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
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 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 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	
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 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 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 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
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
	Queued 11/29/23 JAMES NEESE JR			

Authorized By: _____ Date: _____
Signature

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 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 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	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45025.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 910518227
	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 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	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45025.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 910518227
	Status: Released Page 1

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 Fax 260-203-3820	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 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 00002336-00 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	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
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. MOTOR POOL EXP FUEL	25748.00	22426191.80

***** 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

CITY OF MOBILE

BID SHEET

This is Not an Order

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

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

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

Typed by: ms Buyer: 007

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

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

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

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

FUEL

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

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

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

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

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

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

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

	TOTAL		

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Firm Name _____

Typed Signature _____

By _____

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

BID CONTINUATION SHEET

Page_____ of _____

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

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

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

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

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

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

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

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

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

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

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

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

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

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

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

_____
Margin Price per Gallon

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

_____
Margin Price per Gallon

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

_____
Margin Price per Gallon

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

_____
Margin Price per Gallon

TO BE AWARDED ON A PER ITEM BASIS.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

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

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

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

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

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

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

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

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

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

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

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

TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page_____ of _____

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

State any special conditions or ordering instructions:

No Bid Bond is required.

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

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

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

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

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

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

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

ITEM BASIS AWARD

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

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

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.

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:12/5/2023

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

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:12/5/2023

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

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

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:12/5/2023

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:12/5/2023

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	12/30/2004
Principal Office Changed From	1094 JOHNSON DR BUFFALO GROVE, IL 60089
Transaction Date	04/15/2011
Registered Agent Changed From	NATIONAL CORPORATE RESEARCH LTD INC 2527 COLLEGE ST MONTGOMERY, AL 36104
Transaction Date	12/04/2014
Principal Office Changed From	1651 WILKENING RD SCHAUMBURG, IL 60173-5323
Transaction Date	06/02/2017
Registered Agent Changed From	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

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 ANYPROPRIETOR/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.

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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.

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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
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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.

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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)

© 1983 National Council on Compensation Insurance.

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:12/5/2023

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

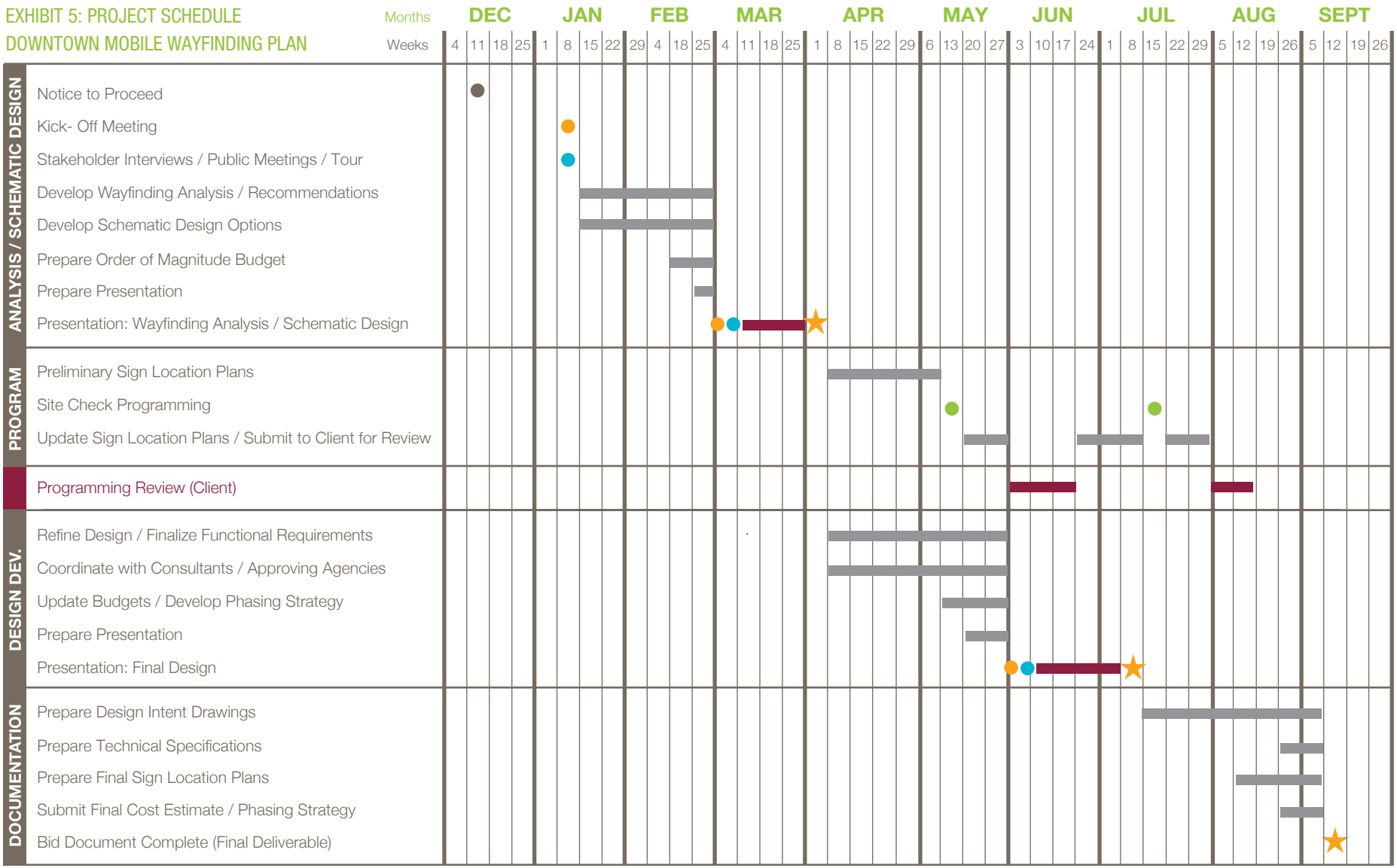
Additional Meetings and Travel Expenses, requested by the client, not otherwise included in the Scope of Work.

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? Y / N [ ] (Mandatory in NH) 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.

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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:12/5/2023

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

\\Citylawsrv\cycom\WPDocs\D007\P005\00121036.doc

AGENDA ITEM SUMMARY SHEET

Agenda of:12/5/2023

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

\\CITYLAWSRV\Cycom\WPDocs\D030\P005\00121768.doc

AGENDA ITEM SUMMARY SHEET

Agenda of:12/5/2023

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	11/30/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/30/2023 - 2:19 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 Modification
of a Planned Unit Development located at
951 Downtowner Boulevard and
3655 Marion Beckham Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted **December 5, 2023**, a public hearing will be held on the **2nd** day of **January, 2024** at 10:30 a.m., to consider adoption of an ordinance for the proposed modification of a Planned Unit Development located at 951 Downtowner Boulevard and 3655 Marion Beckham Drive.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planned Unit Development (PUD) was approved on September 7, 2000 to allow multiple buildings on a single building site on property located at 951 Downtowner Boulevard and 3655 Marion Beckham Drive and described as follows:

LOT 3, RESUBDIVISION OF AND ADDITION TO LOT A, HEARIN – CHANDLER YMCA AND LOT 1, LAFAYETTE SQUARE EAST, AS RECORDED IN MAP BOOK 101 PAGE 17, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, LESS AND EXCEPT THE FOLLOWING: BEGINNING AT THE SOUTHWEST CORNER OF LOT 3, RESUBDIVISION OF AND ADDITION TO LOT A, HEARIN – CHANDLER YMCA AND LOT 1, LAFAYETTE SQUARE EAST AS RECORDED IN MAP BOOK 101 PAGE 17, OF THE AFORESAID RECORDS; THENCE NORTH 00° 16' 21" WEST 966.22 FEET; THENCE NORTH 89° 50' 03" EAST 660.96 FEET; THENCE SOUTH 00° 17' 57" EAST ALONG THE WEST LINE OF MARION BECKHAM DRIVE AND ALONG THE EAST LINE OF LOT 3 A DISTANCE OF 1158.89 FEET TO THE SOUTHEAST CORNER OF LOT 3; THENCE NORTH 73° 56' 07" WEST 689.33 FEET TO THE POINT OF BEGINNING.

WHEREAS, the owner of said property applied for a Major Modification of the PUD on September 1, 2023 to remove a lot from a previously approved Planned Unit Development.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on October 5, 2023 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Revision of the final Planned Unit Development (PUD) site plan to remove Lot 1 from the development;

2. Retention of the size label on Lot 2 in both square feet and acres, adjusted for any required dedications;
3. Retention of the building sizes in square feet on the final PUD site plan;
4. Retention of the rights-of-way along all streets on the Final Site Plan, adjusted for any required dedications resulting from the Subdivision request;
5. Provision of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
7. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

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

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

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

1. Revision of the final Planned Unit Development (PUD) site plan to remove Lot 1 from the development;
2. Retention of the size label on Lot 2 in both square feet and acres, adjusted for any required dedications;
3. Retention of the building sizes in square feet on the final PUD site plan;
4. Retention of the rights-of-way along all streets on the Final Site Plan, adjusted for any required dedications resulting from the Subdivision request;
5. Provision of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
7. 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 2nd 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 13th 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 951 Downtowner Boulevard & 3655 Marion Beckham Drive.

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on September 7, 2000. The owner of said property has applied for a major modification of the PUD to remove a lot from a previously approved PUD. If approved, the major modification will remove a lot from a previously approved PUD subject to the following proposed conditions: 1. Revision of the final Planned Unit Development (PUD) site plan to remove Lot 1 from the development; 2. Retention of the size label on Lot 2 in both square feet and acres, adjusted for any required dedications; 3. Retention of the building sizes in square feet on the final PUD site plan; 4. Retention of the rights-of-way along all streets on the Final Site Plan, adjusted for any required dedications resulting from the Subdivision request; 5. Provision of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council; 6. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and, 7. 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.

THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

November 29, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of October 5, 2023 considered the request of McGill-Toolen Athletic Complex West (Kari Givens, Byrd Surveying, Inc., Agent), for a Major Modification of a previously approved Planned Unit Development (PUD) to remove a lot from a previously approved PUD for the property located at 951 Downtowner Boulevard & 3655 Marion Beckham Drive.

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

1. Revision of the final Planned Unit Development (PUD) site plan to remove Lot 1 from the development;
2. Retention of the size label on Lot 2 in both square feet and acres, adjusted for any required dedications;
3. Retention of the building sizes in square feet on the final PUD site plan;
4. Retention of the rights-of-way along all streets on the Final Site Plan, adjusted for any required dedications resulting from the Subdivision request;
5. Provision of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
7. 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

November 21, 2023
REVISED

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

Re: 951 Downtowner Boulevard & 3655 Marion Beckham Drive
MOD-002644-2023
McGill-Toolen Athletic Complex West Subdivision
Kari Givens, Byrd Surveying, Inc.
District 5
Subdivision of 2 lots, 26.8± acres

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

At it's meeting on October 5, 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) Modification request:

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

Based on the above criteria, the Planning Commission voted to recommend Approval of the Major PUD Modification to the City Council, subject to the following conditions:

1. Revision of the final Planned Unit Development (PUD) site plan to remove Lot 1 from the development;
2. Retention of the size label on Lot 2 in both square feet and acres, adjusted for any required dedications;
3. Retention of the building sizes in square feet on the final PUD site plan;
4. Retention of the rights-of-way along all streets on the Final Site Plan, adjusted for any required dedications resulting from the Subdivision request;
5. Provision of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
7. Full compliance with all municipal codes and ordinances.

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

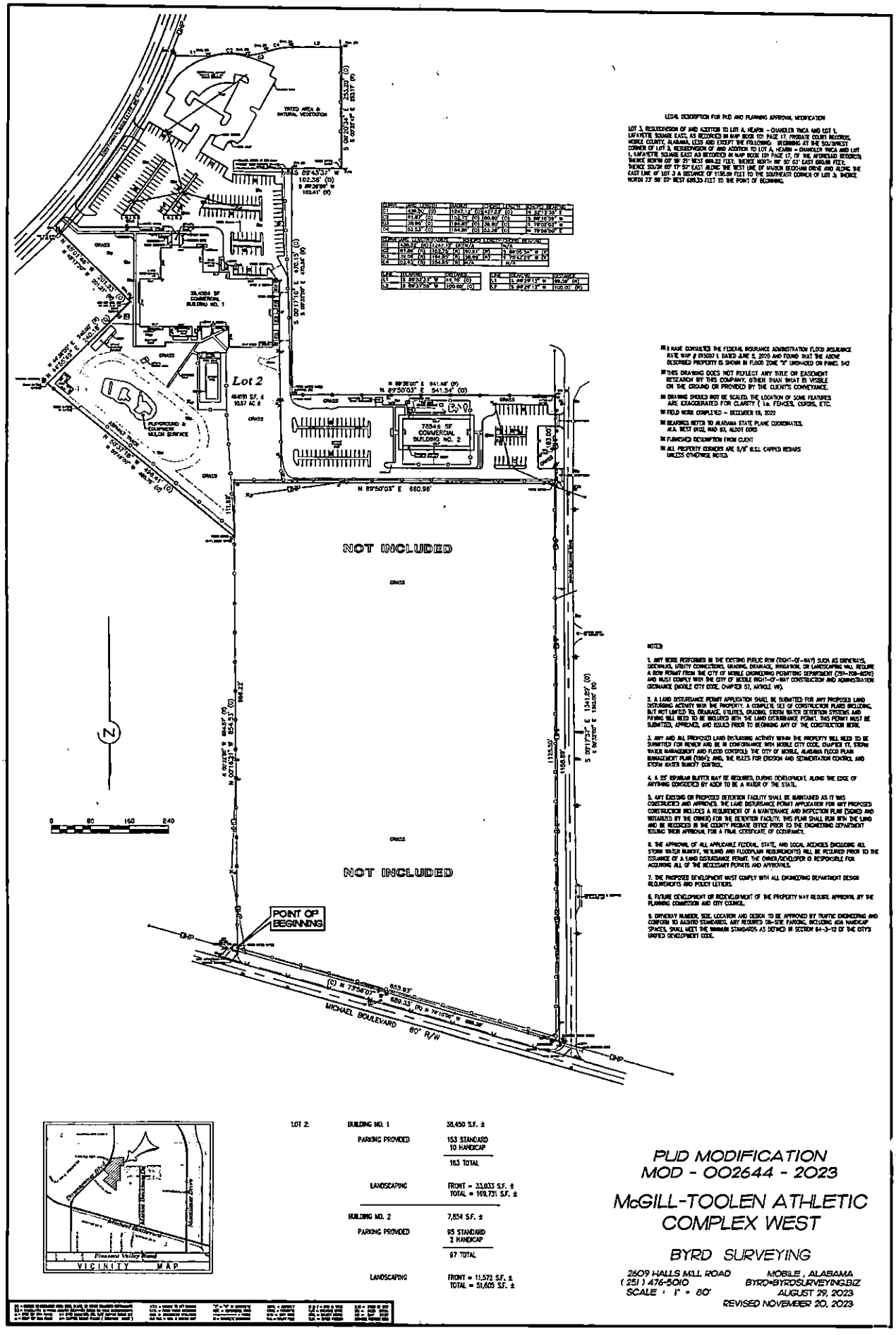
The advertising fee for this application based on the current legal description is $463.22. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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 Long Range Planning


LEGAL DESCRIPTION FOR PUD AND PLANNING APPROVAL MODIFICATION
LOT 3, RESUBDIVISION OF AMD ADDITION TO LOT A, HEARN - CHANDLER YMCA AND LOT 1, LAFAYETTE SQUARE EAST, AS RECORDED IN MAP BOOK 101 PAGE 17, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, LESS AND EXCEPT THE FOLLOWING: BEGINNING AT THE SOUTHWEST CORNER OF LOT 3, RESUBDIVISION OF AMD ADDITION TO LOT A, HEARN - CHANDLER YMCA AND LOT 1, LAFAYETTE SQUARE EAST AS RECORDED IN MAP BOOK 101 PAGE 17, OF THE AFORESAID RECORDS; THENCE NORTH 00° 00' 21" WEST 694.82 FEET; THENCE NORTH 89° 50' 03" EAST 660.98 FEET; THENCE SOUTH 00° 17' 57" EAST ALONG THE WEST LINE OF MARION BECKHAM DRIVE AND ALONG THE EAST LINE OF LOT 3 A DISTANCE OF 1138.09 FEET TO THE SOUTHEAST CORNER OF LOT 3; THENCE NORTH 73° 56' 07" WEST 689.33 FEET TO THE POINT OF BEGINNING.
Lot 2
48,691 S.F. ± 1.117 AC ±
38,450± SF COMMERCIAL BUILDING NO. 1
7,854± SF COMMERCIAL BUILDING NO. 2
PLAYGROUND & COLUMBINE MULCH SURFACE
TREED AREA & NATURAL VEGETATION
GRASS
N 89°50'03" E 660.98'
N 89°50'03" E 541.54' (M)
NOT INCLUDED
NOT INCLUDED
POINT OF BEGINNING
MICHAEL BOULEVARD
80' R/W
N
0 80 160 240
VICINITY MAP
Pleasant Valley Road
Marillac Drive
Dauphin Island Parkway
Michael Boulevard
NOTES
1. ANY WORK PERFORMED IN THE EXISTING PUBLIC ROW (RIGHT-OF-WAY) SUCH AS DRIVEWAYS, SIDEWALKS, UTILITY CONNECTIONS, GRADING, DRAINAGE, IRRIGATION, OR LANDSCAPING WILL REQUIRE A ROW PERMIT FROM THE CITY OF MOBILE ENGINEERING PERMITTING DEPARTMENT (251-208-6070) AND MUST COMPLY WITH THE CITY OF MOBILE RIGHT-OF-WAY CONSTRUCTION AND ADMINISTRATION ORDINANCE (MOBILE CITY CODE, CHAPTER 57, ARTICLE VIII).
2. A LAND DISTURBANCE PERMIT APPLICATION SHALL BE SUBMITTED FOR ANY PROPOSED LAND DISTURBING ACTIVITY WITH THE PROPERTY. A COMPLETE SET OF CONSTRUCTION PLANS INCLUDING, BUT NOT LIMITED TO, DRAINAGE, UTILITIES, GRADING, STORM WATER DETENTION SYSTEMS AND PAVING WILL NEED TO BE INCLUDED WITH THE LAND DISTURBANCE PERMIT. THIS PERMIT MUST BE SUBMITTED, APPROVED, AND ISSUED PRIOR TO BEGINNING ANY OF THE CONSTRUCTION WORK.
3. ANY AND ALL PROPOSED LAND DISTURBING ACTIVITY WITHIN THE PROPERTY WILL NEED TO BE SUBMITTED FOR REVIEW AND BE IN CONFORMANCE WITH MOBILE CITY CODE, CHAPTER 17, STORM WATER MANAGEMENT AND FLOOD CONTROL; THE CITY OF MOBILE, ALABAMA FLOOD PLAIN MANAGEMENT PLAN (1984); AND, THE RULES FOR EROSION AND SEDIMENTATION CONTROL AND STORM WATER RUNOFF CONTROL.
4. A 25' REPARIAN BUFFER MAY BE REQUIRED, DURING DEVELOPMENT, ALONG THE EDGE OF ANYTHING CONSIDERED BY ADEM TO BE A WATER OF THE STATE.
5. ANY EXISTING OR PROPOSED DETENTION FACILITY SHALL BE MAINTAINED AS IT WAS CONSTRUCTED AND APPROVED. THE LAND DISTURBANCE PERMIT APPLICATION FOR ANY PROPOSED CONSTRUCTION INCLUDES A REQUIREMENT OF A MAINTENANCE AND INSPECTION PLAN SIGNED AND NOTARIZED BY THE OWNER FOR THE DETENTION FACILITY. THIS PLAN SHALL RUN WITH THE LAND AND BE RECORDED IN THE COUNTY PROBATE OFFICE PRIOR TO THE ENGINEERING DEPARTMENT ISSUING THEIR APPROVAL FOR A FINAL CERTIFICATE OF OCCUPANCY.
6. THE APPROVAL OF ALL APPLICABLE FEDERAL, STATE, AND LOCAL AGENCIES (INCLUDING ALL STORM WATER RUNOFF, WETLAND AND FLOODPLAIN REQUIREMENTS) WILL BE REQUIRED PRIOR TO THE ISSUANCE OF A LAND DISTURBANCE PERMIT. THE OWNER/DEVELOPER IS RESPONSIBLE FOR ACQUIRING ALL OF THE NECESSARY PERMITS AND APPROVALS.
7. THE PROPOSED DEVELOPMENT MUST COMPLY WITH ALL ENGINEERING DEPARTMENT DESIGN REQUIREMENTS AND POLICY LETTERS.
8. FUTURE DEVELOPMENT OR REDEVELOPMENT OF THE PROPERTY MAY REQUIRE APPROVAL BY THE PLANNING COMMISSION AND CITY COUNCIL.
9. DRIVEWAY NUMBER, SIZE, LOCATION AND DESIGN TO BE APPROVED BY TRAFFIC ENGINEERING AND CONFORM TO AASHTO STANDARDS. ANY REQUIRED ON-SITE PARKING, INCLUDING ADA HANDICAP SPACES, SHALL MEET THE MINIMUM STANDARDS AS DEFINED IN SECTION 64-3-12 OF THE CITY'S UNIFIED DEVELOPMENT CODE.
I) I HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION FLOOD INSURANCE RATE MAP # 01500? I, DATED JUNE 9, 2009 AND FOUND THAT THE ABOVE DESCRIBED PROPERTY IS SHOWN IN FLOOD ZONE "X" UNSHADED ON PANEL 542
II) THIS DRAWING DOES NOT REFLECT ANY TITLE OR EASEMENT RESEARCH BY THIS COMPANY, OTHER THAN WHAT IS VISIBLE ON THE GROUND OR PROVIDED BY THE CLIENT'S CONVEYANCE.
III) DRAWING SHOULD NOT BE SCALED, THE LOCATION OF SOME FEATURES ARE EXAGGERATED FOR CLARITY (i.e. FENCES, CURBS, ETC.
IV) FIELD WORK COMPLETED - DECEMBER 19, 2022
V) BEARINGS REFER TO ALABAMA STATE PLANE COORDINATES, W.A. WEST (1302, NAD 83, ALDOT CORS
VI) FURNISHED DESCRIPTION FROM CLIENT
VII) ALL PROPERTY CORNERS ARE 5/8" R.S.I. CAPPED REBARS UNLESS OTHERWISE NOTED.
LOT 2: BUILDING NO. 1 38,450 S.F. ±
PARKING PROVIDED 153 STANDARD 10 HANDICAP 163 TOTAL
LANDSCAPING FRONT = 33,033 S.F. ± TOTAL = 169,731 S.F. ±
BUILDING NO. 2 7,854 S.F. ±
PARKING PROVIDED 95 STANDARD 2 HANDICAP 97 TOTAL
LANDSCAPING FRONT = 11,572 S.F. ± TOTAL = 51,605 S.F. ±
PUD MODIFICATION
MOD - 002644 - 2023
McGILL-TOOLEN ATHLETIC COMPLEX WEST
BYRD SURVEYING
2609 HALLS MILL ROAD MOBILE, ALABAMA
(251) 476-5010 BYRD@BYRDSURVEYING.BIZ
SCALE : 1" = 80' AUGUST 29, 2023
REVISED NOVEMBER 20, 2023

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 6, 2023

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

Re: 951 Downtowner Boulevard & 3655 Marion Beckham Drive
MOD-002644-2023
McGill-Toolen Athletic Complex West Subdivision
Kari Givens, Byrd Surveying, Inc.
District 5
Subdivision of 2 lots, 26.8± acres

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

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

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

Based on the above criteria, the Planning Commission voted to recommend Approval of the Major PUD Modification to the City Council, subject to the following conditions:

1. Revision of the final Planned Unit Development (PUD) site plan to remove Lot 1 from the development;
2. Retention of the size label on Lot 2 in both square feet and acres, adjusted for any required dedications;
3. Retention of the building sizes in square feet on the final PUD site plan;
4. Retention of the rights-of-way along all streets on the Final Site Plan, adjusted for any required dedications resulting from the Subdivision request;
5. Provision of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
7. Full compliance with all municipal codes and ordinances.

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

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

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: 

Bert Hoffman
Deputy Director Long Range Planning

MOBILE CITY PLANNING COMMISSION
September 15, 2023
PUBLIC HEARING NOTICE

Re: 951 Downtowner Boulevard & 3655 Marion Beckham Drive
MOD-002644-2023
McGill-Toolen Athletic Complex West Subdivision
Kari Givens, Byrd Surveying, Inc.
District 5
Modification to remove a lot from a previously approved Planned Unit Development

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, October 5, 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:

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, October 4, 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
September 15, 2023
PUBLIC HEARING NOTICE

Re: 951 Downtowner Boulevard & 3655 Marion Beckham Drive
MOD-002644-2023
McGill-Toolen Athletic Complex West Subdivision
Kari Givens, Byrd Surveying, Inc.
District 5
Modification to remove a lot from a previously approved Planned Unit Development

Dear Property Owner(s):

This letter is to advise proper owners within 300 feet, as required by the City Code, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, October 5, 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:

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, October 4, 2023, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes. For additional information or assistance, please contact a Planner at (251) 208-5895.

City of Mobile · Planning & Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**
Checklist A

☐ **Planned Development**
Checklist C

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

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

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

---

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

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

	Owner	Design Professional
Name:	MCGILL-TOOLEN CATHOLIC HIGH SCHOOL	
Firm:		
Phone:	251-445-2900	
Email:		
Address:	356 GOVERNMENT STREET, MOBILE 36602	

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

3655 MARION BECKHAM DRIVE & 951 DOWNTOWNER BOULEVARD — Property Address

1,167,255 SF — Property Area (acres or square feet)

#00556863#00559611#02110646#00558809#00556829 — Parcel Number(s) or Key Number(s)

B-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

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 PRESIDENT — Date 9/1/2023

Kani P Given — Applicant or Agent Signature (if applicable) — Date 8/30/2023

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.

Kani P. Given — Applicant or Agent Signature — Date 8/30/2023

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

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

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

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

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   THIS PROPOSAL SHOULD NOT AFFECT THE COMPREHENSIVE PLAN SINCE WE ARE ONLY SEPARATING PROPERTY INTO TWO LOTS.

   CAT - PARKS & OPEN SPACE
   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
   THERE ARE NO CHANGES PLANNED FOR THE BUILDINGS, PARKING, OR USE, THEREFORE THIS PROPOSAL SHOULD NOT AFFECT THE SURROUNDING NEIGHBORHOOD.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
   IT SHOULD NOT AFFECT THE ADJACENT PROPERTIES.

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)
BUILDING 1 IS APPROXIMATELY 28' TALL. BUILDING 2 IS APPROXIMATELY 16' TALL.

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

☐ Lighting:
AS SHOWN ON PLAT.

☐ Hours of operation:

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

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.
THE USE IS NOT DETRIMENTAL TO THE PUBLIC HEALTH.

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.
N/A

CONTACT INFORMATION and SIGNATURES – for online applications
Mobile City Planning Commission and Board of Zoning Adjustment

APPLICANT(S)

The undersigned submits the associated application for consideration by the Mobile City Planning Commission or the Board of Zoning Adjustments.

Kari P. Givens Date: 8/30/2023

Signature of owner or authorized agent of owner is required to file (if applicant is not the owner).

Type name:	KARI P. GIVENS
Business Name:	BYRD SURVEYING, INC.
Address:	2609 HALLS MILL ROAD
City, State, Zip Code:	MOBILE, ALABAMA 36606
Telephone: 251-476-5010	Email:

PROPERTY OWNER(S)

Signature of property owner, or letter (separately attached electronically) from (each) property owner authorizing applicant to submit application.

Signature: [signature] Date: 9/1/2023

PRESIDENT

Type name:	MCGILL-TOOLEN CATHOLIC HIGH SCHOOL
Business Name:	
Address:	356 GOVERNMENT STREET
City, State, Zip Code:	MOBILE, AL 36602
Telephone: 251-445-2900	Email:

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

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

Signature: [signature] Date: 9/1/2023

PRESIDENT

Type name: MCGILL-TOOLEN CATHOLIC HIGH SCHOOL

Use additional pages / copies of this form as needed.

LOT 3, RESUBDIVISION OF AND ADDITION TO LOT A, HEARIN-CHANDLER YMCA AND LOT 1, LAFAYETTE SQUARE EAST, AS RECORDED IN MAP BOOK 101 PAGE 17, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

DESCRIPTION AND JUSTIFICATION FOR PROPOSED "MCGILL-TOOLEN ATHLETIC COMPLEX WEST" MODIFIED PUD APPLICATION

THE OWNER IS SELLING PROPOSED LOT 2 AND WOULD LIKE TO RELEASE PROPOSED LOT 1 FROM THE EXISTING PUD.

Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, AL 36606

McGill-Toolen Catholic High School
356 Government Street
Mobile, AL 36602

City of Mobile
Office of City Clerk
205 Government Street
Mobile, AL 36644

First Assembly of God
1251 Montrose Street
Mobile, AL 36605

Omni Joint Venture
3742 Professional Parkway
Mobile, AL 36609

Gordon L. Spafford
20933 County Road 49
Silverhill, AL 36576

Gulf Health Properties, Inc.
P. O. Box 2226
Mobile, AL 36652

Norman K. Webster
2229 Magnolia Ave. S.
Birmingham, AL 35205

Terre des Petits-Enfants, LLC
955 Downtowner Blvd.
Mobile, AL 36609

LSG Lafayette Square, LLC
c/o The Lightstone Group
1985 Cedar Bridge Avenue
Lakewood, NJ 08701

Pine Bend & Hamptons Park, LLC
c/o The Lightstone Group
1985 Cedar Bridge Avenue #1
Lakewood, NJ 08701

Davis Family Investment, LLC
1908 Twin Oaks Court
Mobile, AL 36695

Professional Parkway Properties, LLC
1000 Downtowner Blvd.
Mobile, AL 36609

James Rather & Jacquelyn Schwartz
3762 Professional Parkway
Mobile, AL 36609

Richard & Marla Lovett
3766 Professional Parkway
Mobile, AL 36609

Marilyn Moore
6728 Somerby Lane
Mobile, AL 36695

JWO Investments, LLC
3755 Professional Pkwy, Suite B
Mobile, AL 36609

Crescent Properties, LLC
7691 Rockstone Lane S.
Mobile, AL 36695

TSCAD, LLC
c/o Black Dog Investments, LLC
15997 Scenic Highway 98
Fairhope, AL 36532

Professional Parkway Properties, LLC
P. O. Box 991801
Mobile, AL 36691

Gulf Regional Early Childhood Services
3100 Cottage Hill Road, Building 4
Mobile, AL 36604

Rene Marques
3775-B Professional Parkway
Mobile, AL 36609

Stephen & Linda Haidt
1009 Downtowner Blvd.
Mobile, AL 36609

Efren B. Bardos
3610 Heritage Drive N.
Mobile, AL 36609

Reese & Amanda Grayson
3612 Heritage Drive N.
Mobile, AL 36609

Kenneth & Rebecca Anderson
3614 Heritage Drive N.
Mobile, AL 36609

Lan Phuong Nguyen
6063 Southbend Drive S.
Mobile, AL 36619

Tracy E. Lee
3618 Heritage Drive N.
Mobile, AL 36609

Dennis & Sandretta Butler, Jr.
3620 Heritage Drive N.
Mobile, AL 36609

Chester Thomas
3622 Heritage Drive N.
Mobile, AL 36609

Hoang Bui & Linda La
13212 Bowen Street
Garden Grove, CA 92843

Emanuel King, Jr.
3800 Cypress Shores Drive N.
Mobile, AL 36619

Willie G. Demings
3628 N. Heritage Drive
Mobile, AL 36609

Chantel M. Crum
3650 N. Heritage Drive
Mobile, AL 36609

A & D Properties, LLC
8781 Three Notch Road
Mobile, AL 36619

Cheryl E. McGee
3656 Heritage Drive N.
Mobile, AL 36609

Angela Gibbs
3750 Heritage Drive N.
Mobile, AL 36609

Andrew Kammer
3752 N. Heritage Drive
Mobile, AL 36609

Keysha & Jimmie Marshall
3754 Heritage Drive N.
Mobile, AL 36609

Agenda Item #: 6

SUB-002643-2023, MOD-002644-2023 & MOD-002646-2023

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Planned Unit Development Modification

Applicant Materials for Consideration – Planning Approval Modification

DETAILS

Location:
951 Downtowner Boulevard & 3655 Marion Beckham Drive

Applicant / Agent:
Kari Givens, Byrd Surveying, Inc.

Property Owner:
McGill-Toolen Catholic High School

Current Zoning:
B-1, Buffer Business Suburban District

Future Land Use:
Mixed Commercial Corridor & Parks and Open Space

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

Schedule for Development:
- N/A

Proposal:
- Subdivision approval to create two (2) legal lots of record
- Modification of a previously approved Planned Unit Development
- Modification of a previously approved Planning Approval

Considerations:
1. Subdivision proposal with eleven (11) conditions;
2. Modification of a previously approved Planned Unit Development with seven (7) conditions; and
3. Modification of a previously approved Planning Approval with seven (7) conditions.

Report Contents: **Page**

Context Map 2
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Staff Comments 3
Commission Considerations 5
Exhibits 8

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 6 DATE October 5, 2023	N
APPLICANT McGill-Toolen Athletic Complex West Subdivision	
REQUEST Subdivision, PUD Modification, PA Modification	NTS

SITE HISTORY

In 1994, a Planning Approval and PUD were approved to allow the addition of day care services to an existing community services facility (YMCA) and to allow multiple buildings on a single building site. The Planning Approval was amended in 2000, and modifications to the PUD occurred in 1994, 1998, and 2000.

Rezoning of the property from R-1, Single-Family Residential District, to B-1, Buffer Business District, was adopted by City Council at its November 29, 1994 meeting, subject to approval of a Planned Unit Development (PUD) and compliance with the residential buffer requirements of the Zoning Ordinance.

Subdivision of the site to create a single legal lot of record was approved in 1998 and the plat was recorded in 1999. In 2003, subdivision of the lot into three (3) legal lots of record, to include vacated right-of-way along Downtowner Boulevard, was approved and the plat was subsequently recorded.

A Sidewalk Waiver was approved in 1999 to waive construction of a sidewalk along what is now named Marion Beckham Drive, from Michael Boulevard to Matthews Park.

There have been no Board of Adjustment cases associated with the site.

STAFF COMMENTS

Engineering Comments:

Subdivision

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Dedicate the corner radius (25' minimum or as approved by the City Engineer and Traffic Engineer) at the southeast corner of LOT 1 to the City of Mobile, and list the amount of dedicated acreage.
C. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 23 - #76) LOTS 1 and 2 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – NONE AND LOT 2 – 88,500 sf.
D. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Planned Unit Development Modification (MOD-002644-2023)

1. Retain NOTES #1 - #7, as shown on the PUD APPLICATION drawing.

Planning Approval Modification (MOD-002646-2023)

No comments.

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 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:

Subdivision

The purpose of the subdivision request is to subdivide one (1) legal lot of record into two (2) legal lots of record. The site is served by public water and sanitary sewer.

Proposed Lot 1 has frontage along Michael Boulevard, a Major Collector Street requiring a 100-foot right-of-way, and Marion Beckham Drive (formerly Mathews Park Road), a minor street without curb and gutter requiring a 60-foot right-of-way. The preliminary plat depicts an 80-foot right-of-way along Michael Boulevard and a 50-foot right-of-way along Marion Beckham Drive. At the time of the 1998 and 2003 subdivision applications, dedication was not required along either street. With this application, the Commission may again consider any dedication requirements.

If approved, the Final Plat should be revised to illustrate dedication of at least a 25-foot corner radius at the intersection of Michael Boulevard and Marion Beckham Road, in compliance with Section 6.B.12 of the Subdivision Regulations.

Proposed Lot 2 has frontage along Downtowner Boulevard, a Minor Arterial street with curb and gutter and an 80-foot right-of-way at this location. The preliminary plat depicts sufficient right-of-way; therefore, no additional dedication should be required.

Both lots, as proposed, will exceed the minimum size requirements for lots served by public water and sanitary sewer in a B-1, Buffer Business Suburban District. Each lot is labeled with its size in both square feet and acres on the preliminary plat, and this information should be retained on the Final Plat, if approved, adjusted for any required dedication; or the provision of a table on the Final Plat with the same information will suffice.

A 25-foot building setback line is illustrated along Downtowner Boulevard, Marion Beckham Road, and Michael Boulevard, in compliance with Article 2 Section 64-2-10.E. of the UDC. This information should be retained on the Final Plat, if approved, adjusted for any required dedication.

Access and utility easements are illustrated on proposed Lot 2. As such, if approved, a note should be placed on the Final Plat stating no structures shall be constructed in any easement without permission from the easement holder.

Planned Unit Development and Planning Approval Modifications

The most recently approved PUD allowed for multiple buildings on a single building site, and shared access and parking between multiple building sites. The Planning Approval allowed for the addition of day care services to an existing community services facility. Detailed descriptions of both requests are available at via the links on page 1 of this report. In summary there are no proposed physical modifications to the PUD or Planning Approval site; the applicant is simply amending the most recently approved Subdivision, PUD and Planning Approval to remove a portion of the property, proposed Lot 1, from the PUD and Planning Approval.

The site plans reflect the changes proposed by the Subdivision request, and illustrate that proposed Lot 1 is undeveloped while proposed Lot 2 is developed with multiple buildings associated with the use of the property as a community services and day care facility. If approved, the PUD and Planning Approval site plans should be revised to remove Lot 1 and only depict Lot 2.

The size of each proposed lot is depicted in both square feet and acres, and the size of each existing building is provided in square feet. This information should be retained on the Final PUD and Planning Approval site plans for Lot 2, if approved, adjusted for any required dedication.

The rights-of-way for each abutting street are also illustrated on the site plans and should be retained for Lot 2 on the Final PUD and Planning Approval site plans, if approved, adjusted for any required dedications resulting from the Subdivision request.

It should be noted that future development or redevelopment of proposed Lot 2 may require additional modifications of the PUD and Planning Approval to be approved by the Planning Commission and City Council. A note stating as much should be placed on the recorded site plans, if approved. Proposed Lot 1 is subject to full compliance with the development standards of the UDC.

SUBDIVISION CONSIDERATIONS

Standards of Review:

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

Considerations:

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

1. Revision of the plat to illustrate dedication sufficient to provide 50 feet from the centerline of Michael Boulevard;
2. Revision of the plat to illustrate dedication sufficient to provide 30 feet from the centerline of Marion Beckham Road;
3. Dedication of at least a 25-foot corner radius at the intersection of Michael Boulevard and Marion Beckham Road, in compliance with Section 6.B.12 of the Subdivision Regulations;
4. Retention of the right-of-way width along Downtowner Boulevard;
5. Retention of the lot size labels in both square feet and acres, or provision of a table on the Final Plat with the same information, adjusted for dedication;
6. Retention of the 25-foot minimum building setback line along Downtowner Boulevard, Michael Boulevard, and Marion Beckham Road, as required by Section 64-2-10.E. of the Unified Development Code, adjusted for any dedication;
7. Provision of a note on the Final Plat stating no structures shall be constructed in any easement without permission from the easement holder;
8. Compliance with all Engineering comments noted in this staff report;
9. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
10. Compliance with all Urban Forestry comments noted in this staff report; and,
11. Compliance with all Fire Department comments noted in this staff report.

PLANNED UNIT DEVELOPMENT / PLANNING APPROVAL MODIFICATION CONSIDERATIONS

Standards of Review:

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

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

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

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

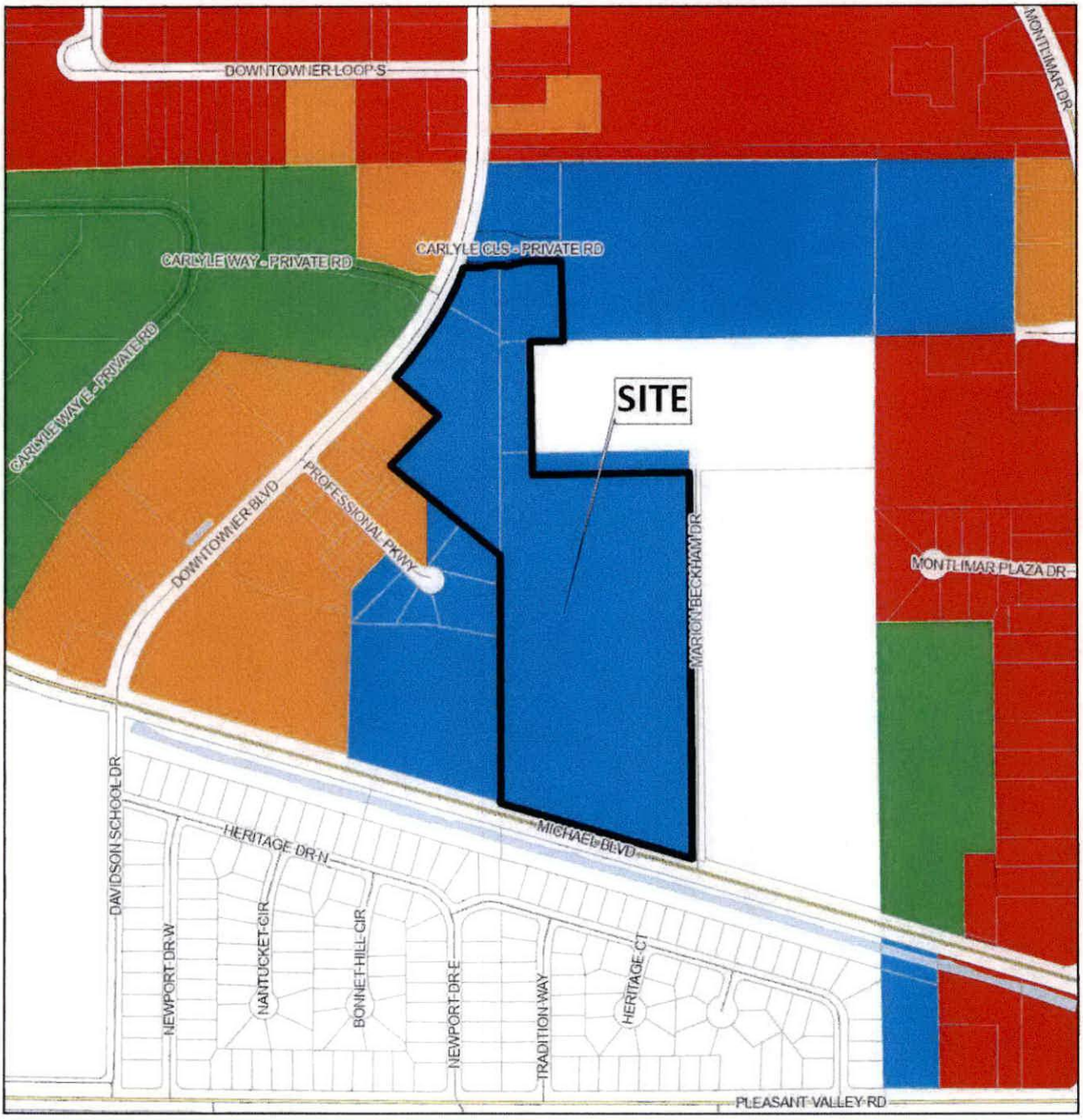
5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public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

Considerations:

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

1. Revision of the final Planned Unit Development (PUD) and Planning Approval site plans to remove Lot 1 from the development;
2. Retention of the size label on Lot 2 in both square feet and acres, adjusted for any required dedications;
3. Retention of the building sizes in square feet on the final PUD and Planning Approval site plans;
4. Retention of the rights-of-way along all streets on the Final Site Plans, adjusted for any required dedications resulting from the Subdivision request;
5. Provision of a note on the Final PUD and Planning Approval site plans stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development and Planning Approval site plans prior to their recording in Probate Court, and the provision of copies of the recorded site plans (hard copy and pdf) to Planning and Zoning; and,
7. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 6 DATE October 5, 2023

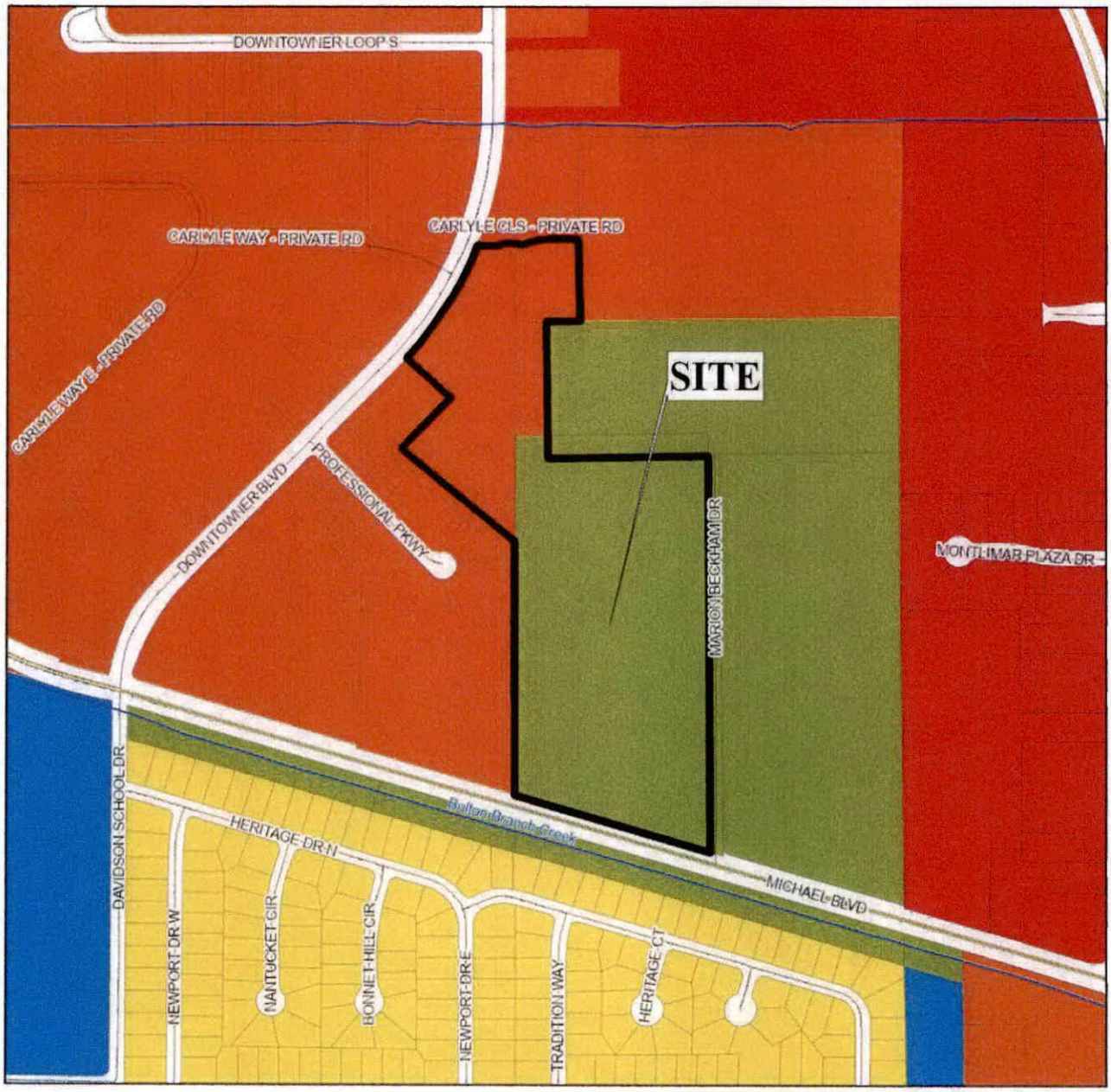
APPLICANT McGill-Toolen Athletic Complex West Subdivision

REQUEST Subdivision, PUD Modification, PA Modification

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 6 DATE October 5, 2023

APPLICANT McGill-Toolen Athletic Complex West Subdivision

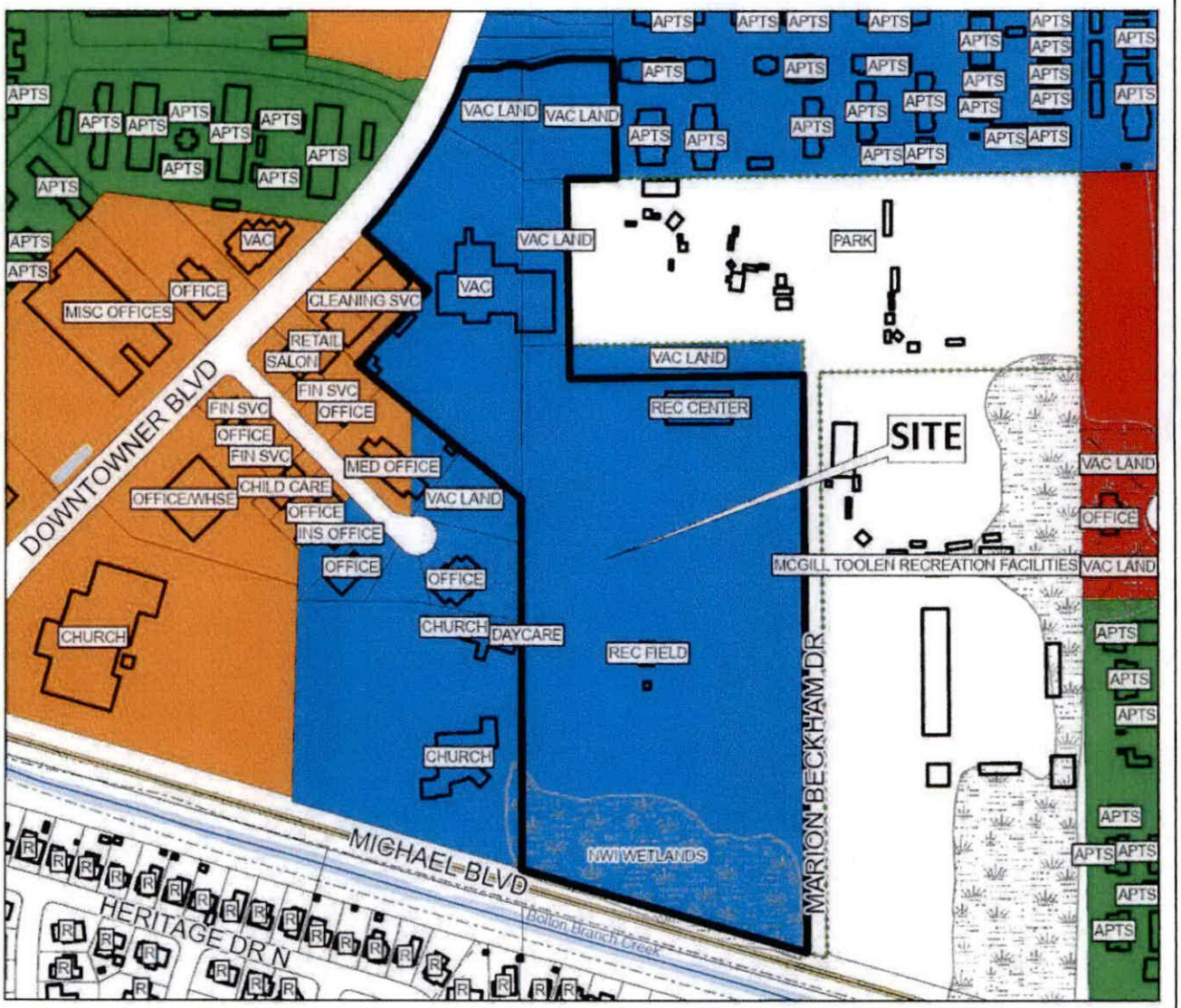
REQUEST Subdivision, PUD Modification, PA Modification

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 commercial and residential units.

APPLICATION NUMBER 6 DATE October 5, 2023

APPLICANT McGill-Toolen Athletic Complex West Subdivision

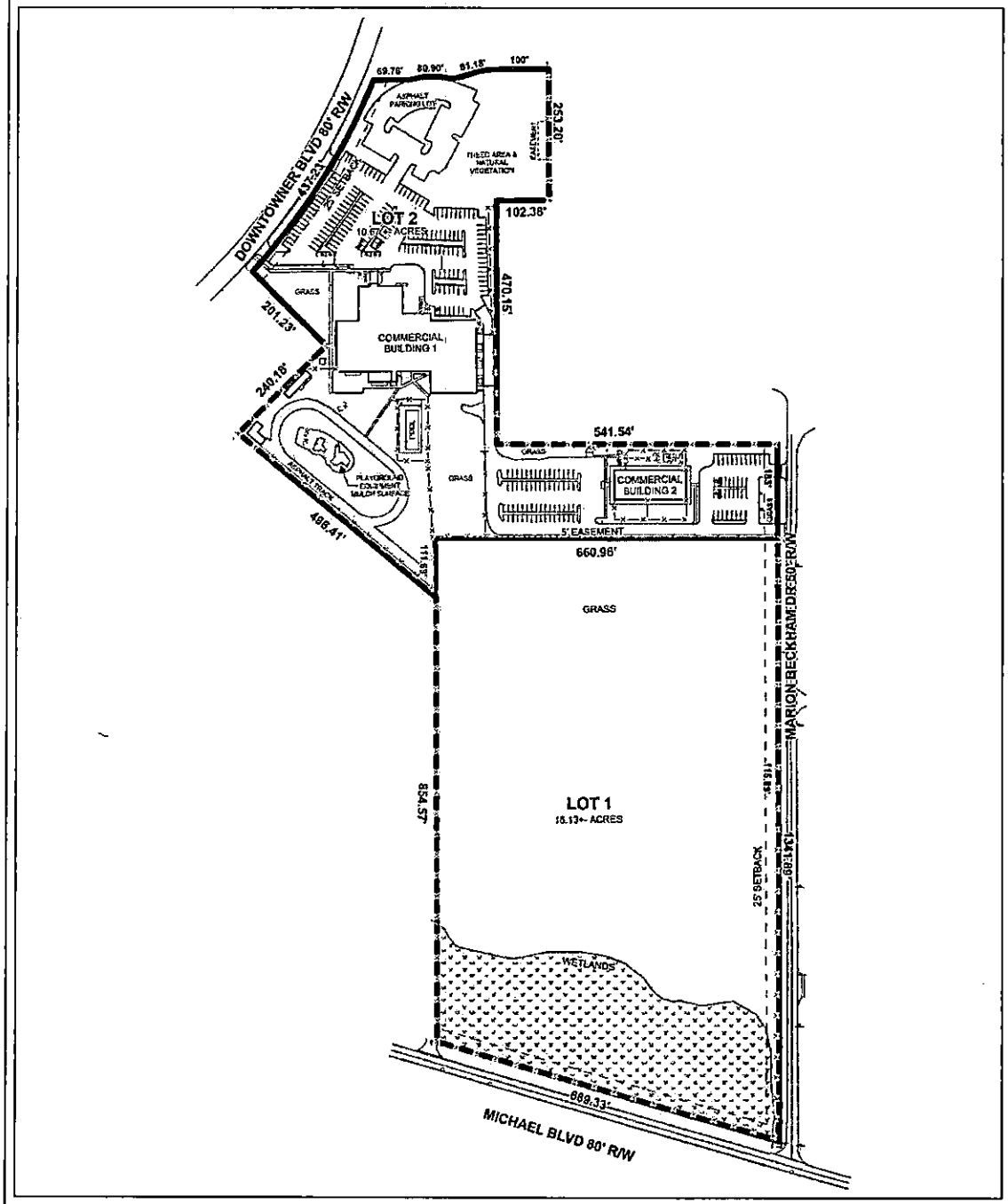
REQUEST Subdivision, PUD Modification, PA Modification

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

N

NTS

SITE PLAN



The site plan illustrates the proposed lots, buildings, parking, setbacks, and easements.

APPLICATION NUMBER	6	DATE	October 5, 2023
APPLICANT	McGill-Toolen Athletic Complex West Subdivision		
REQUEST	Subdivision, PUD Modification, PA Modification		

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 (W/DW/RU)
RESIDENTIAL - AG	R-A												□		
ONE-FAMILY RESIDENCE	R-1	■				■		■					□		
TWO-FAMILY RESIDENCE	R-2	■				■		■					□	○	
MULTIPLE-FAMILY	R-3	○	■			■	■						□	○	
RESIDENTIAL-BUSINESS	R-B		○			■		■					□	○	
TRANSITIONAL-BUSINESS	T-B		○		■	■	■	■					□		
HISTORIC BUSINESS	H-B			■		■		■					□		
VILLAGE CENTER	TCD					■	■						□		
NEIGH. CENTER	TCD					■	■						□		
NEIGH. GENERAL	TCD					■							□		
DOWNTOWN DEV. DDD	T-6			■									□		
DOWNTOWN DEV. DDD	T-5.1			■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2			■		■							□		
DOWNTOWN DEV. DDD	T-4			■		■		□					□		
DOWNTOWN DEV. DDD	T-3			■		■							□		
DOWNTOWN DEV. DDD	SD-WH									○	○		□		
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○		○	○		□		
BUFFER BUSINESS	B-1		□			□	■	■	■				□	○	
NEIGH. BUSINESS	B-2		○			□	■	■	■				□	○	
LIMITED BUSINESS	LB-2		○			□	■	■	■				□	○	
COMMUNITY BUSINESS	B-3				■				■			○	□	○	
GEN. BUSINESS	B-4			■					■			○	□	○	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		□

Zoning District Correspondence Matrix

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

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.

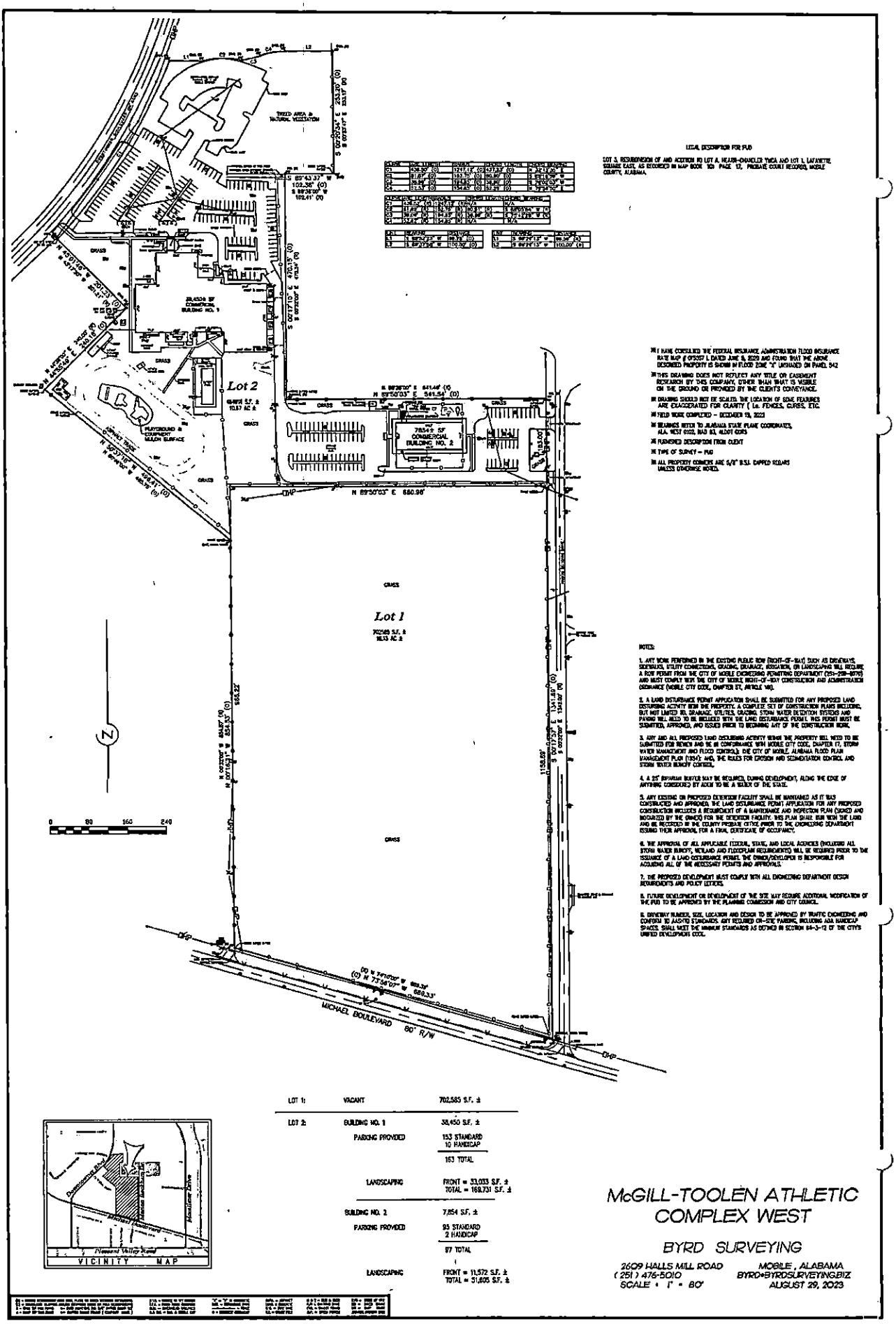
This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

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.

Parks and Open Space (POS)

This designation applies to parkland maintained in a natural, semi-natural state, or developed with facilities and set aside for human enjoyment and recreation or for the protection of wildlife or natural habitats. Parks may include squares, playgrounds, playfields, gardens, greens, greenways and blueways, and other recreational areas and facilities that are accessible to the public. Open space may include any open piece of land, publicly or privately held, that is undeveloped (has no buildings or other built structures). This designation is not intended to identify public land acquisition or to prohibit the development potential of individual properties.

The designation applies to all existing and future parks and open space within the City, including both active and passive uses. Open space, including public access to water bodies, is generally consistent with all other land use categories, i.e., a park can be located within any other land use category, either incidental to a development or as part of a publicly-owned or publicly-sponsored local, community or regional park. Therefore, a Parks and Open Space designation is deemed consistent with all land use categories in the Future Land Use Map.



LEGAL DESCRIPTION FOR PUD

LOT 3, RESUBDIVISION OF AND ADDITION TO LOT A, HEARN-CHANDLER YMCA AND LOT 1, LAFAYETTE SQUARE EAST, AS RECORDED IN MAP BOOK 100 PAGE 12, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

I HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION FLOOD INSURANCE RATE MAP # 015037 L DATED JUNE 6, 2029 AND FOUND THAT THE ABOVE DESCRIBED PROPERTY IS SHOWN IN FLOOD ZONE "X" UNSHADED ON PANEL 542

THIS DRAWING DOES NOT REFLECT ANY TITLE OR EASEMENT RESEARCH BY THIS COMPANY, OTHER THAN WHAT IS VISIBLE ON THE GROUND OR PROVIDED BY THE CLIENT'S CONVEYANCE.

DRAWING SHOULD NOT BE SCALED. THE LOCATION OF SOME FEATURES ARE EXAGGERATED FOR CLARITY (i.e. FENCES, CURBS, ETC.

FIELD WORK COMPLETED – DECEMBER 19, 2022

BEARINGS REFER TO ALABAMA STATE PLANE COORDINATES, ALA. WEST 0102, NAD 83, HORIZONTAL DATUM

PURCHASED DESCRIPTION FROM CLIENT

TYPE OF SURVEY – PUD

ALL PROPERTY CORNERS ARE 5/8" R.S.I. CAPPED REBARS UNLESS OTHERWISE NOTED.

NOTES:

1. ANY WORK PERFORMED IN THE EXISTING PUBLIC ROW (RIGHT-OF-WAY) SUCH AS DRIVEWAYS, SIDEWALKS, UTILITY CONNECTIONS, GRADING, DRAINAGE, EROSION, 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 WITHIN 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 TO BE IN CONFORMANCE WITH MOBILE CITY CODE, CHAPTER 17, STORM WATER MANAGEMENT AND FLOOD CONTROL; THE CITY OF MOBILE, ALABAMA FLOOD PLAIN MANAGEMENT PLAN (1984); AND, THE RULES FOR EROSION AND SEDIMENTATION CONTROL AND STORM WATER RUNOFF CONTROL.

4. A 25' BUFFER MAY BE REQUIRED, DURING DEVELOPMENT, ALONG THE EDGE OF ANYTHING CONSIDERED BY ADEM TO BE A WATER OF THE STATE.

5. ANY EXISTING OR PROPOSED DETENTION FACILITY SHALL BE MAINTAINED AS IT WAS CONSTRUCTED AND APPROVED. THE LAND DISTURBANCE PERMIT APPLICATION FOR ANY PROPOSED CONSTRUCTION INCLUDES A RESUBMITTAL OF A MAINTENANCE AND INSPECTION PLAN (SIGNED AND NOTARIZED BY THE OWNER) FOR THE DETENTION FACILITY. THIS PLAN SHALL RUN WITH THE LAND AND BE RECORDED IN THE COUNTY PROBATE OFFICE PRIOR TO THE ENGINEERING DEPARTMENT ISSUING THEIR APPROVAL FOR A FINAL CERTIFICATE OF OCCUPANCY.

6. THE APPROVAL OF ALL APPLICABLE FEDERAL, STATE, AND LOCAL AGENCIES (INCLUDING ALL STORM WATER RUNOFF, WETLAND AND FLOODPLAIN REQUIREMENTS) WILL BE REQUIRED PRIOR TO THE ISSUANCE OF A LAND DISTURBANCE PERMIT. THE OWNER/DEVELOPER IS RESPONSIBLE FOR ACQUIRING ALL OF THE NECESSARY PERMITS AND APPROVALS.

7. THE PROPOSED DEVELOPMENT MUST COMPLY WITH ALL ENGINEERING DEPARTMENT DESIGN REQUIREMENTS AND POLICY LETTERS.

8. FUTURE DEVELOPMENT OR REDEVELOPMENT OF THE SITE MAY REQUIRE ADDITIONAL MODIFICATION OF THE PUD TO BE APPROVED BY THE PLANNING COMMISSION AND CITY COUNCIL.

9. DRIVEWAY NUMBER, SIZE, LOCATION AND DESIGN TO BE APPROVED BY TRAFFIC ENGINEERING AND CONFORM TO ASSHTO STANDARDS. ANY PROPOSED ON-SITE PARKING, INCLUDING ADA HANDICAP SPACES, SHALL MEET THE MINIMUM STANDARDS AS OUTLINED IN SECTION 64-3-12 OF THE CITY'S UNIFIED DEVELOPMENT CODE.

LOT 1:	VACANT	702,585 S.F. ±
LOT 2:	BUILDING NO. 1	38,450 S.F. ±
	PARKING PROVIDED	153 STANDARD 10 HANDICAP 163 TOTAL
	LANDSCAPING	FRONT = 33,033 S.F. ± TOTAL = 169,731 S.F. ±
	BUILDING NO. 2	7,854 S.F. ±
	PARKING PROVIDED	95 STANDARD 2 HANDICAP 97 TOTAL
	LANDSCAPING	FRONT = 11,572 S.F. ± TOTAL = 51,605 S.F. ±

McGILL-TOOLEN ATHLETIC COMPLEX WEST

BYRD SURVEYING

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

MOBILE, ALABAMA
BYRD@BYRDSURVEYING.BIZ
AUGUST 29, 2023

AGENDA ITEM SUMMARY SHEET

Agenda of:12/5/2023

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	11/30/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/30/2023 - 2:32 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 Planning Approval
located at 951 Downtowner Boulevard and
3655 Marion Beckham Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted **December 5, 2023**, a public hearing will be held on the **2nd** day of **January, 2024** at 10:30 a.m., to consider adoption of an ordinance for the proposed modification of a Planned Unit Development located at 951 Downtowner Boulevard and 3655 Marion Beckham Drive.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planning Approval was approved on September 7, 2000 to allow the expansion of an existing health club/fitness center in a B-1, Buffer Business district on property located at 951 Downtowner Boulevard and 3655 Marion Beckham Drive and described as follows:

LOT 3, RESUBDIVISION OF AND ADDITION TO LOT A, HEARIN – CHANDLER YMCA AND LOT 1, LAFAYETTE SQUARE EAST, AS RECORDED IN MAP BOOK 101 PAGE 17, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, LESS AND EXCEPT THE FOLLOWING: BEGINNING AT THE SOUTHWEST CORNER OF LOT 3, RESUBDIVISION OF AND ADDITION TO LOT A, HEARIN – CHANDLER YMCA AND LOT 1, LAFAYETTE SQUARE EAST AS RECORDED IN MAP BOOK 101 PAGE 17, OF THE AFORESAID RECORDS; THENCE NORTH 00° 16' 21" WEST 966.22 FEET; THENCE NORTH 89° 50' 03" EAST 660.96 FEET; THENCE SOUTH 00° 17' 57" EAST ALONG THE WEST LINE OF MARION BECKHAM DRIVE AND ALONG THE EAST LINE OF LOT 3 A DISTANCE OF 1158.89 FEET TO THE SOUTHEAST CORNER OF LOT 3; THENCE NORTH 73° 56' 07" WEST 689.33 FEET TO THE POINT OF BEGINNING.

WHEREAS, the owner of said property applied for a Major Modification of the Planning Approval on September 1, 2023 to remove a lot from a previously approved Planning Approval.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on October 5, 2023 and recommended approval of the Major Modification of the Planning Approval subject to the following conditions:

1. Revision of the final Planning Approval site plan to remove Lot 1 from the development;
2. Retention of the size label on Lot 2 in both square feet and acres, adjusted for any required dedications;

3. Retention of the building sizes in square feet on the final Planning Approval site plan;
4. Retention of the rights-of-way along all streets on the Final Site Plan, adjusted for any required dedications resulting from the Subdivision request;
5. Provision of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
7. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

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

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

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

1. Revision of the final Planning Approval site plan to remove Lot 1 from the development;
2. Retention of the size label on Lot 2 in both square feet and acres, adjusted for any required dedications;
3. Retention of the building sizes in square feet on the final Planning Approval site plan;
4. Retention of the rights-of-way along all streets on the Final Site Plan, adjusted for any required dedications resulting from the Subdivision request;
5. Provision of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
7. 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 2nd 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 13th 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 951 Downtowner Boulevard and 3655 Marion Beckham Drive.

The proposed amendment will modify a Planning Approval that was approved for said location on September 7, 2000. The owner of said property has applied for a Major Modification of the Planning Approval to remove a lot from a previously approved Planning Approval. If approved, the Major Modification will remove a lot from a previously approved Planning Approval subject to the following proposed conditions: 1. Revision of the final Planning Approval site plan to remove Lot 1 from the development; 2. Retention of the size label on Lot 2 in both square feet and acres, adjusted for any required dedications; 3. Retention of the building sizes in square feet on the final Planning Approval site plan; 4. Retention of the rights-of-way along all streets on the Final Site Plan, adjusted for any required dedications resulting from the Subdivision request; 5. Provision of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council; 6. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and, 7. Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Planning Approval was approved on September 7; 2000 to allow the expansion of an existing health club/fitness center in a B-1, Buffer Business district on property located at 951 Downtowner Boulevard and 3655 Marion Beckham Drive and described as follows:

LOT 3, RESUBDIVISION OF AND ADDITION TO LOT A, HEARIN – CHANDLER YMCA AND LOT 1, LAFAYETTE SQUARE EAST, AS RECORDED IN MAP BOOK 101 PAGE 17, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, LESS AND EXCEPT THE FOLLOWING: BEGINNING AT THE SOUTHWEST CORNER OF LOT 3, RESUBDIVISION OF AND ADDITION TO LOT A, HEARIN – CHANDLER YMCA AND LOT 1, LAFAYETTE SQUARE EAST AS RECORDED IN MAP BOOK 101 PAGE 17, OF THE AFORESAID RECORDS; THENCE NORTH 00° 16' 21" WEST 966.22 FEET; THENCE NORTH 89° 50' 03" EAST 660.96 FEET; THENCE SOUTH 00° 17' 57" EAST ALONG THE WEST LINE OF MARION BECKHAM DRIVE AND ALONG THE EAST LINE OF LOT 3 A DISTANCE OF 1158.89 FEET TO THE SOUTHEAST CORNER OF LOT 3; THENCE NORTH 73° 56' 07" WEST 689.33 FEET TO THE POINT OF BEGINNING.

WHEREAS, the owner of said property applied for a Major Modification of the Planning Approval on September 1, 2023 to remove a lot from a previously approved Planning Approval.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on October 5, 2023 and recommended approval of the Major Modification of the Planning Approval subject to the following conditions:

1. Revision of the final Planning Approval site plan to remove Lot 1 from the development;
2. Retention of the size label on Lot 2 in both square feet and acres, adjusted for any required dedications;
3. Retention of the building sizes in square feet on the final Planning Approval site plan;
4. Retention of the rights-of-way along all streets on the Final Site Plan, adjusted for any required dedications resulting from the Subdivision request;
5. Provision of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
7. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

A. Is consistent with all applicable requirements of this Chapter;

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

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

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

1. Revision of the final Planning Approval site plan to remove Lot 1 from the development;
2. Retention of the size label on Lot 2 in both square feet and acres, adjusted for any required dedications;
3. Retention of the building sizes in square feet on the final Planning Approval site plan;
4. Retention of the rights-of-way along all streets on the Final Site Plan, adjusted for any required dedications resulting from the Subdivision request;
5. Provision of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
7. 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

McGill-Toolen Athletic Complex West (Kari Givens, Byrd Surveying, Inc., Agent)
951 Downtowner Boulevard and 3655 Marion Beckham Drive
Council District 5
Joel Daves

THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

November 29, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of October 5, 2023 considered the request of McGill-Toolen Athletic Complex West (Kari Givens, Byrd Surveying, Inc., Agent), for a Major Modification of a previously approved Planning Approval to remove a lot from a previously approved Planning Approval for the property located at 951 Downtowner Boulevard & 3655 Marion Beckham Drive.

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

1. Revision of the final Planning Approval site plan to remove Lot 1 from the development;
2. Retention of the size label on Lot 2 in both square feet and acres, adjusted for any required dedications;
3. Retention of the building sizes in square feet on the final Planning Approval site plan;
4. Retention of the rights-of-way along all streets on the Final Site Plan, adjusted for any required dedications resulting from the Subdivision request;
5. Provision of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
7. 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

November 21, 2023
REVISED

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

Re: 951 Downtowner Boulevard & 3655 Marion Beckham Drive
MOD-002646-2023
McGill-Toolen Athletic Complex West Subdivision
Kari Givens, Byrd Surveying, Inc.
District 5
Subdivision of 2 lots, 26.8± acres

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

At its meeting on October 5, 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 Modification request:

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

Based on the above criteria, the Planning Commission voted to recommend Approval of the Major Planning Approval Modification to the City Council, subject to the following conditions:

1. Revision of the final Planning Approval site plan to remove Lot 1 from the development;
2. Retention of the size label on Lot 2 in both square feet and acres, adjusted for any required dedications;
3. Retention of the building sizes in square feet on the final Planning Approval site plan;
4. Retention of the rights-of-way along all streets on the Final Site Plan, adjusted for any required dedications resulting from the Subdivision request;
5. Provision of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
7. Full compliance with all municipal codes and ordinances.

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

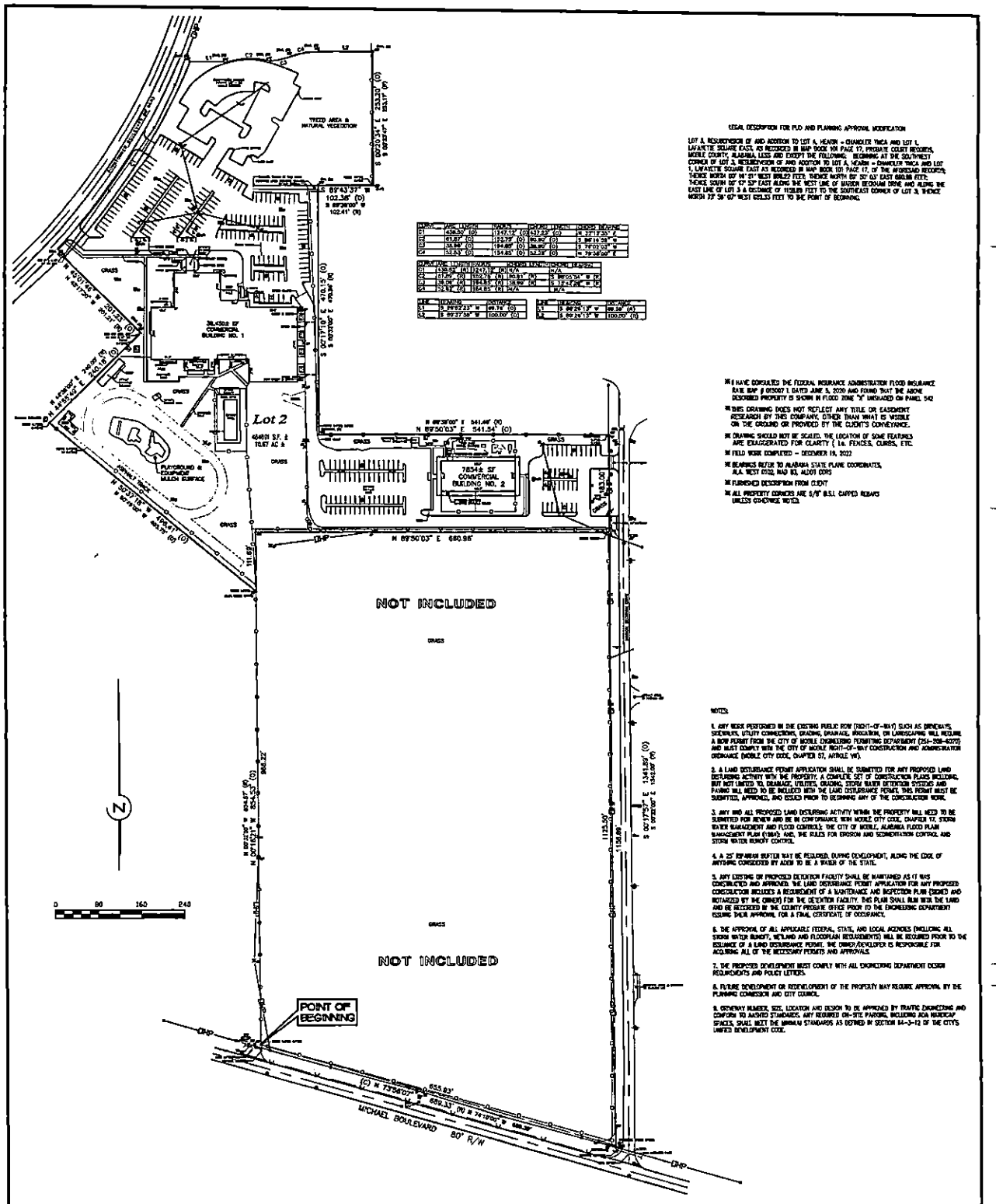
The advertising fee for this application based on the current legal description is $463.60. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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 Long Range Planning



LEGAL DESCRIPTION FOR PUD AND PLANNING APPROVAL MODIFICATION

LOT A, RESUBDIVISION OF AMD ADDITION TO LOT A, HEARN - CHANDLER YMCA AND LOT 1, LAFAYETTE SQUARE EAST, AS RECORDED IN MAP BOOK 101 PAGE 17, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, LESS AND EXCEPT THE FOLLOWING: BEGINNING AT THE SOUTHWEST CORNER OF LOT 3, RESUBDIVISION OF AMD ADDITION TO LOT A, HEARN - CHANDLER YMCA AND LOT 1, LAFAYETTE SQUARE EAST AS RECORDED IN MAP BOOK 101 PAGE 17, OF THE AFORESAID RECORDS; THENCE NORTH 00° 19' 21" WEST 898.27 FEET; THENCE NORTH 89° 50' 03" EAST 680.98 FEET; THENCE SOUTH 00° 17' 57" EAST ALONG THE WEST LINE OF MARION BECKMAN DRIVE AND ALONG THE EAST LINE OF LOT 3 A DISTANCE OF 915.15 FEET TO THE SOUTHEAST CORNER OF LOT 3; THENCE NORTH 73° 38' 07" WEST 625.53 FEET TO THE POINT OF BEGINNING.

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING
C1	436.30' (D)	1197.19' (D)	20°52'22" (D)	N 32°19'35" E
C2	61.82' (D)	122.73' (D)	28°51'52" (D)	S 84°16'58" E
C3	16.96' (D)	124.69' (D)	7°47'33" (D)	S 73°03'21" E
C4	132.63' (D)	1541.85' (D)	4°55'39" (D)	N 75°25'00" E

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING
C5	436.54' (M)	1210.73' (M)	N/A	N/A
C6	117.49' (D)	1152.78' (D)	5°50'31" (D)	S 89°05'54" E (D)
C7	38.04' (D)	1543.85' (D)	1°24'39" (D)	S 72°49'46" E (D)
C8	52.34' (D)	1541.85' (D)	1°56'24" (D)	N/A

LINE	BEARING	DISTANCE
L1	S 74°02'23" W	89.76' (D)
L2	S 89°37'56" W	100.00' (D)

LINE	BEARING	DISTANCE
L1	S 89°26'13" W	89.26' (D)
L2	S 89°26'13" W	100.00' (D)

- I HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION FLOOD INSURANCE RATE MAP # 01000 1, DATED JUNE 3, 2020 AND FOUND THAT THE ABOVE DESCRIBED PROPERTY IS SHOWN IN FLOOD ZONE "X" UNSHADED ON PANEL 542
- THIS DRAWING DOES NOT REFLECT ANY TITLE OR EASEMENT RESEARCH BY THIS COMPANY, OTHER THAN WHAT IS VISIBLE ON THE GROUND OR PROVIDED BY THE CLIENT'S CONVEYANCE.
- DRAWING SHOULD NOT BE SCALED, THE LOCATION OF SOME FEATURES ARE EXAGGERATED FOR CLARITY (i.e. FENCES, CURBS, ETC.
- FIELD WORK COMPLETED – DECEMBER 19, 2022
- BEARINGS REFER TO ALABAMA STATE PLANE COORDINATES, W.A. WEST 0102, NAD 83, ALGOI CORS
- FURNISHED DESCRIPTION FROM CLIENT
- ALL PROPERTY CORNERS ARE 5/8" R.B.I. CAPPED REBARS UNLESS OTHERWISE NOTED.

NOTES:

1. ANY WORK PERFORMED IN THE EXISTING PUBLIC ROW (RIGHT-OF-WAY) SUCH AS DRIVEWAYS, SIDEWALKS, UTILITY CONNECTIONS, GRADING, DRAINAGE, IRRIGATION, OR LANDSCAPING WILL REQUIRE A ROW PERMIT FROM THE CITY OF MOBILE ENGINEERING PERMITTING DEPARTMENT (251-208-6070) AND MUST COMPLY WITH THE CITY OF MOBILE RIGHT-OF-WAY CONSTRUCTION AND ADMINISTRATION ORDINANCE (MOBILE CITY CODE, CHAPTER 57, ARTICLE VIII).

2. A LAND DISTURBANCE PERMIT APPLICATION SHALL BE SUBMITTED FOR ANY PROPOSED LAND DISTURBING ACTIVITY WITH THE PROPERTY. A COMPLETE SET OF CONSTRUCTION PLANS INCLUDING, BUT NOT LIMITED TO, DRAINAGE, UTILITIES, GRADING, STORM WATER DETENTION SYSTEMS AND PAVING WILL NEED TO BE INCLUDED WITH THE LAND DISTURBANCE PERMIT. THIS PERMIT MUST BE SUBMITTED, APPROVED, AND ISSUED PRIOR TO BEGINNING ANY OF THE CONSTRUCTION WORK.

3. ANY AND ALL PROPOSED LAND DISTURBING ACTIVITY WITHIN THE PROPERTY WILL NEED TO BE SUBMITTED FOR REVIEW AND BE IN CONFORMANCE WITH MOBILE CITY CODE, CHAPTER 17, STORM WATER MANAGEMENT AND FLOOD CONTROL; THE CITY OF MOBILE, ALABAMA FLOOD PLAIN MANAGEMENT PLAN (1984); AND, THE RULES FOR EROSION AND SEDIMENTATION CONTROL AND STORM WATER RUNOFF CONTROL.

4. A 25' BUFFER MAY BE REQUIRED DURING DEVELOPMENT, ALONG THE EDGE OF ANY WETLAND CONSIDERED BY ADEM TO BE A WATER OF THE STATE.

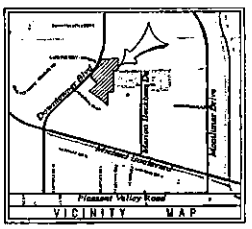
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6. THE APPROVAL OF ALL APPLICABLE FEDERAL, STATE, AND LOCAL AGENCIES (INCLUDING ALL STORM WATER RUNOFF, WETLAND AND FLOODPLAIN REQUIREMENTS) WILL BE REQUIRED PRIOR TO THE ISSUANCE OF A LAND DISTURBANCE PERMIT. THE OWNER/DEVELOPER IS RESPONSIBLE FOR ACQUIRING ALL OF THE NECESSARY PERMITS AND APPROVALS.

7. THE PROPOSED DEVELOPMENT MUST COMPLY WITH ALL ENGINEERING DEPARTMENT DESIGN REQUIREMENTS AND POLICY LETTERS.

8. FUTURE DEVELOPMENT OR REDEVELOPMENT OF THE PROPERTY MAY REQUIRE APPROVAL BY THE PLANNING COMMISSION AND CITY COUNCIL.

9. SIGNAGE NUMBER, SIZE, LOCATION AND DESIGN TO BE APPROVED BY TRAFFIC ENGINEERING AND CONFORM TO ASSHTO STANDARDS. ANY REQUIRED ON-SITE PARKING, INCLUDING ADA HANDICAP SPACES, SHALL MEET THE MINIMUM STANDARDS AS DEFINED IN SECTION 64-3-12 OF THE CITY'S UNIFIED DEVELOPMENT CODE.



LOT 2:

BUILDING NO. 1		38,450 S.F. ±
PARKING PROVIDED		153 STANDARD 10 HANDICAP 163 TOTAL
LANDSCAPING		FRONT = 33,035 S.F. ± TOTAL = 169,731 S.F. ±
BUILDING NO. 2		7,854 S.F. ±
PARKING PROVIDED		95 STANDARD 2 HANDICAP 97 TOTAL
LANDSCAPING		FRONT = 11,572 S.F. ± TOTAL = 57,605 S.F. ±

PLANNING APPROVAL MODIFICATION
MOD - 002646 - 2023
McGILL-TOOLEN ATHLETIC COMPLEX WEST

BYRD SURVEYING
2609 HALLS MILL ROAD, MOBILE, ALABAMA
(251) 476-5010, BYRD@BYRDSURVEYING.BIZ

SCALE : 1" = 80'
AUGUST 29, 2023
REVISED NOVEMBER 20, 2023

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 6, 2023

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

Re: 951 Downtowner Boulevard & 3655 Marion Beckham Drive
MOD-002646-2023
McGill-Toolen Athletic Complex West Subdivision
Kari Givens, Byrd Surveying, Inc.
District 5
Subdivision of 2 lots, 26.8± acres

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

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

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

Based on the above criteria, the Planning Commission voted to recommend Approval of the Major Planning Approval Modification to the City Council, subject to the following conditions:

1. Revision of the final Planning Approval site plan to remove Lot 1 from the development;
2. Retention of the size label on Lot 2 in both square feet and acres, adjusted for any required dedications;
3. Retention of the building sizes in square feet on the final Planning Approval site plan;
4. Retention of the rights-of-way along all streets on the Final Site Plan, adjusted for any required dedications resulting from the Subdivision request;
5. Provision of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
7. Full compliance with all municipal codes and ordinances.

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

The advertising fee for this application based on the current legal description is $423.70. 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 Long Range Planning

MOBILE CITY PLANNING COMMISSION
September 15, 2023
PUBLIC HEARING NOTICE

Re: 951 Downtowner Boulevard & 3655 Marion Beckham Drive
MOD-002646-2023
McGill-Toolen Athletic Complex West Subdivision
Kari Givens, Byrd Surveying, Inc.
District 5
Modification to remove a lot from a previously approved Planning Approval.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, October 5, 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:

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, October 4, 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
September 15, 2023
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: 951 Downtowner Boulevard & 3655 Marion Beckham Drive
MOD-002644-2023
McGill-Toolen Athletic Complex West Subdivision
Kari Givens, Byrd Surveying, Inc.
District 5
Modification to remove a lot from a previously approved Planned Unit Development

Dear Property Owner(s):

This letter is to advise proper owners within 300 feet, as required by the City Code, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, October 5, 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:

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, October 4, 2023, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes. For additional information or assistance, please contact a Planner at (251) 208-5895.

City of Mobile · Planning & Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**
Checklist A

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

☐ **Planned Development**
Checklist C

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

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

---

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

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

	Owner	Design Professional
Name:	MCGILL-TOOLEN CATHOLIC HIGH SCHOOL	
Firm:		
Phone:	251-445-2900	
Email:		
Address:	356 GOVERNMENT STREET, MOBILE 36602	

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

3655 MARION BECKHAM DRIVE & 951 DOWNTOWNER BOULEVARD
Property Address

1,167,255 SF
Property Area (acres or square feet)

#00556883#00559611#02110646#00558809#00556829
Parcel Number(s) or Key Number(s)

B-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

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 PRESIDENT

9/1/2023
Date

Kani P Given
Applicant or Agent Signature (if applicable)

8/30/2023
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.

Kani P. Given
Applicant or Agent Signature

8/30/2023
Date

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

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

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

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

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   THIS PROPOSAL SHOULD NOT AFFECT THE COMPREHENSIVE PLAN SINCE WE ARE ONLY SEPARATING PROPERTY INTO TWO LOTS.

   CAT - PARKS & OPEN SPACE
   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
   THERE ARE NO CHANGES PLANNED FOR THE BUILDINGS, PARKING, OR USE, THEREFORE THIS PROPOSAL SHOULD NOT AFFECT THE SURROUNDING NEIGHBORHOOD.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
   IT SHOULD NOT AFFECT THE ADJACENT PROPERTIES.

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)
   BUILDING 1 IS APPROXIMATELY 28' TALL. BUILDING 2 IS APPROXIMATELY 16' TALL.

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

   ☐ Lighting:
   AS SHOWN ON PLAT.

   ☐ Hours of operation:

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

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.
   THE USE IS NOT DETRIMENTAL TO THE PUBLIC HEALTH.

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.
   N/A

CONTACT INFORMATION and SIGNATURES – for online applications
Mobile City Planning Commission and Board of Zoning Adjustment

APPLICANT(S)

The undersigned submits the associated application for consideration by the Mobile City Planning Commission or the Board of Zoning Adjustments.

Kari P. Givens Date: 8/30/2023

Signature of owner or authorized agent of owner is required to file (if applicant is not the owner).

Type name:	KARI P. GIVENS
Business Name:	BYRD SURVEYING, INC.
Address:	2609 HALLS MILL ROAD
City, State, Zip Code:	MOBILE, ALABAMA 36606
Telephone:	251-476-5010 Email:

PROPERTY OWNER(S)

Signature of property owner, or letter (separately attached electronically) from (each) property owner authorizing applicant to submit application.

Signature: [signature] Date: 9/1/2023

PRESIDENT

Type name:	MCGILL-TOOLEN CATHOLIC HIGH SCHOOL
Business Name:	
Address:	356 GOVERNMENT STREET
City, State, Zip Code:	MOBILE, AL 36602
Telephone:	251-445-2900 Email:

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

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

Signature: [signature] Date: 9/1/2023

PRESIDENT

Type name: MCGILL-TOOLEN CATHOLIC HIGH SCHOOL

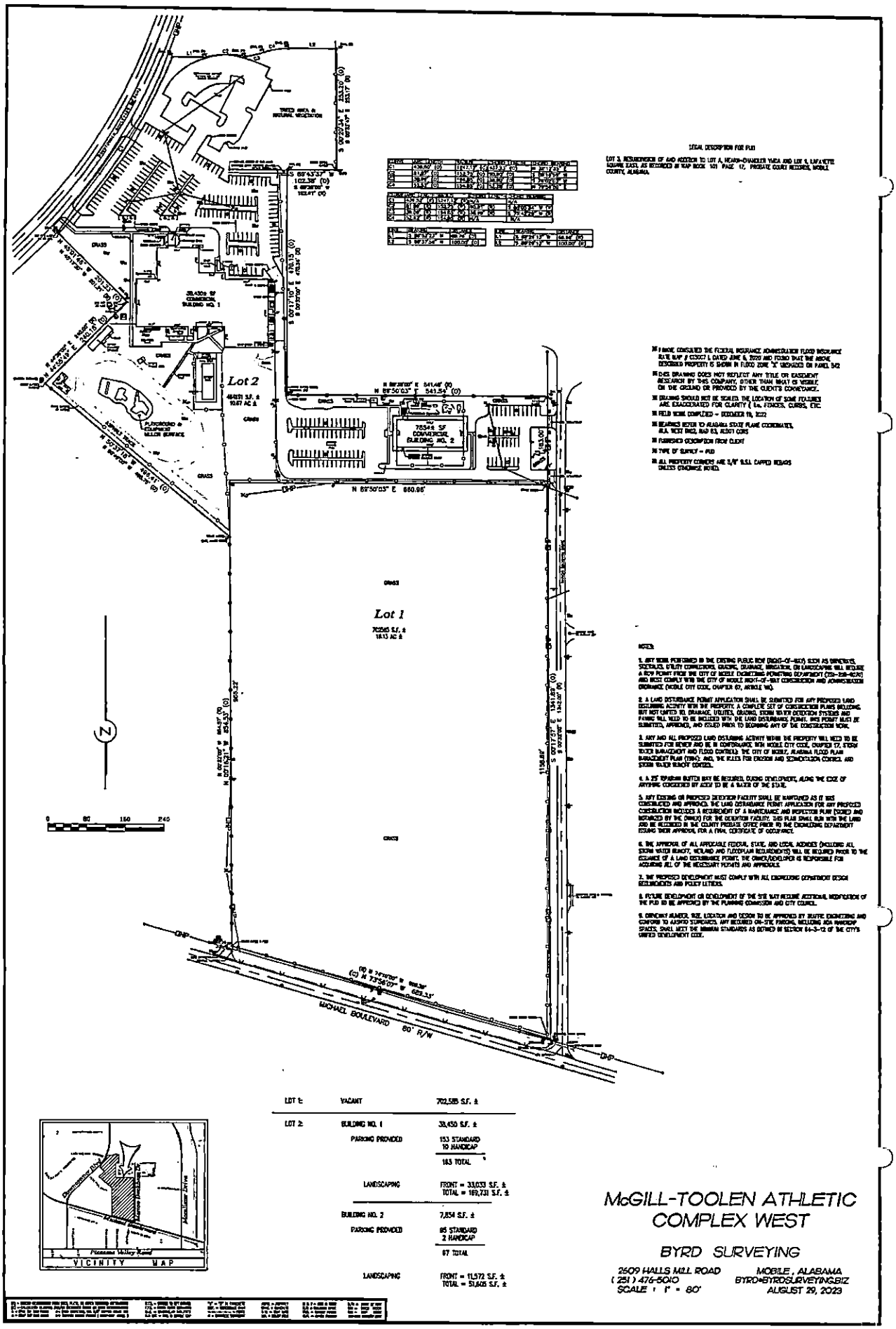
Use additional pages / copies of this form as needed.

P & Z - December 2017

DESCRIPTION AND JUSTIFICATION FOR PROPOSED "MCGILL-TOOLEN ATHLETIC COMPLEX WEST" MODIFIED PUD APPLICATION

THE OWNER IS SELLING PROPOSED LOT 2 AND WOULD LIKE TO RELEASE PROPOSED LOT 1 FROM THE EXISTING PLANNING APPROVAL.

LOT 3, RESUBDIVISION OF AND ADDITION TO LOT A, HEARIN-CHANDLER YMCA AND LOT 1, LAFAYETTE SQUARE EAST, AS RECORDED IN MAP BOOK 101 PAGE 17, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.



LEGAL DESCRIPTION FOR PUD

LOT 3, RESUBDIVISION OF AND ADDITION TO LOT A, HEARN-CHANDLER YMCA AND LOT 1, LAFAYETTE SQUARE EAST, AS RECORDED IN MAP BOOK 101 PAGE 17, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

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7. THE PROPOSED DEVELOPMENT MUST COMPLY WITH ALL ENGINEERING DEPARTMENT DESIGN REGULATIONS AND POLICY LETTERS.

8. FUTURE DEVELOPMENT OR REDEVELOPMENT OF THE SITE MAY REQUIRE ADDITIONAL MODIFICATION OF THE PUD TO BE APPROVED BY THE PLANNING COMMISSION AND CITY COUNCIL.

9. DRIVEWAY NUMBER, SIZE, LOCATION AND DESIGN TO BE APPROVED BY TRAFFIC ENGINEERING AND CONFORM TO AASHTO STANDARDS. ANY REQUIRED ON-SITE PARKING, INCLUDING ADA HANDICAP SPACES, SHALL MEET THE MINIMUM STANDARDS AS DEFINED IN SECTION 64-3-12 OF THE CITY'S UNIFIED DEVELOPMENT CODE.

LOT 1:	VACANT	702,585 S.F. ±
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	PARKING PROVIDED	153 STANDARD 10 HANDICAP 163 TOTAL
	LANDSCAPING	FRONT = 33,033 S.F. ± TOTAL = 169,731 S.F. ±
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	PARKING PROVIDED	85 STANDARD 2 HANDICAP 87 TOTAL
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McGILL-TOOLEN ATHLETIC COMPLEX WEST

BYRD SURVEYING

2509 HALLS MILL ROAD
(251) 476-5010
SCALE : 1" = 80'

MOBILE, ALABAMA
BYRD@BYRDSURVEYINGBIZ
AUGUST 29, 2023

Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, AL 36606

McGill-Toolen Catholic High School
356 Government Street
Mobile, AL 36602

City of Mobile
Office of City Clerk
205 Government Street
Mobile, AL 36644

First Assembly of God
1251 Montrose Street
Mobile, AL 36605

Omni Joint Venture
3742 Professional Parkway
Mobile, AL 36609

Gordon L. Spafford
20933 County Road 49
Silverhill, AL 36576

Gulf Health Properties, Inc.
P. O. Box 2226
Mobile, AL 36652

Norman K. Webster
2229 Magnolia Ave. S.
Birmingham, AL 35205

Terre des Petits-Enfants, LLC
955 Downtowner Blvd.
Mobile, AL 36609

LSG Lafayette Square, LLC
c/o The Lightstone Group
1985 Cedar Bridge Avenue
Lakewood, NJ 08701

Pine Bend & Hamptons Park, LLC
c/o The Lightstone Group
1985 Cedar Bridge Avenue #1
Lakewood, NJ 08701

Davis Family Investment, LLC
1908 Twin Oaks Court
Mobile, AL 36695

Professional Parkway Properties, LLC
1000 Downtowner Blvd.
Mobile, AL 36609

James Rather & Jacquelyn Schwartz
3762 Professional Parkway
Mobile, AL 36609

Richard & Marla Lovett
3766 Professional Parkway
Mobile, AL 36609

Marilyn Moore
6728 Somerby Lane
Mobile, AL 36695

JWO Investments, LLC
3755 Professional Pkwy, Suite B
Mobile, AL 36609

Crescent Properties, LLC
7691 Rockstone Lane S.
Mobile, AL 36695

TSCAD, LLC
c/o Black Dog Investments, LLC
15997 Scenic Highway 98
Fairhope, AL 36532

Professional Parkway Properties, LLC
P. O. Box 991801
Mobile, AL 36691

Gulf Regional Early Childhood Services
3100 Cottage Hill Road, Building 4
Mobile, AL 36604

Rene Marques
3775-B Professional Parkway
Mobile, AL 36609

Stephen & Linda Haidt
1009 Downtowner Blvd.
Mobile, AL 36609

Efren B. Bardos
3610 Heritage Drive N.
Mobile, AL 36609

Reese & Amanda Grayson
3612 Heritage Drive N.
Mobile, AL 36609

Kenneth & Rebecca Anderson
3614 Heritage Drive N.
Mobile, AL 36609

Lan Phuong Nguyen
6063 Southbend Drive S.
Mobile, AL 36619

Tracy E. Lee
3618 Heritage Drive N.
Mobile, AL 36609

Dennis & Sandretta Butler, Jr.
3620 Heritage Drive N.
Mobile, AL 36609

Chester Thomas
3622 Heritage Drive N.
Mobile, AL 36609

Hoang Bui & Linda La
13212 Bowen Street
Garden Grove, CA 92843

Emanuel King, Jr.
3800 Cypress Shores Drive N.
Mobile, AL 36619

Willie G. Demings
3628 N. Heritage Drive
Mobile, AL 36609

Chantel M. Crum
3650 N. Heritage Drive
Mobile, AL 36609

A & D Properties, LLC
8781 Three Notch Road
Mobile, AL 36619

Cheryl E. McGee
3656 Heritage Drive N.
Mobile, AL 36609

Angela Gibbs
3750 Heritage Drive N.
Mobile, AL 36609

Andrew Kammer
3752 N. Heritage Drive
Mobile, AL 36609

Keysha & Jimmie Marshall
3754 Heritage Drive N.
Mobile, AL 36609

Agenda Item #: 6

SUB-002643-2023, MOD-002644-2023 & MOD-002646-2023

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Planned Unit Development Modification

Applicant Materials for Consideration – Planning Approval Modification

DETAILS

Location:
951 Downtowner Boulevard & 3655 Marion Beckham Drive

Applicant / Agent:
Kari Givens, Byrd Surveying, Inc.

Property Owner:
McGill-Toolen Catholic High School

Current Zoning:
B-1, Buffer Business Suburban District

Future Land Use:
Mixed Commercial Corridor & Parks and Open Space

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

Schedule for Development:
- N/A

Proposal:
- Subdivision approval to create two (2) legal lots of record
- Modification of a previously approved Planned Unit Development
- Modification of a previously approved Planning Approval

Considerations:
1. Subdivision proposal with eleven (11) conditions;
2. Modification of a previously approved Planned Unit Development with seven (7) conditions; and
3. Modification of a previously approved Planning Approval with seven (7) conditions.

Report Contents: **Page**

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Commission Considerations 5
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PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 6 DATE October 5, 2023

APPLICANT McGill-Toolen Athletic Complex West Subdivision

REQUEST Subdivision, PUD Modification, PA Modification

N

NTS

SITE HISTORY

In 1994, a Planning Approval and PUD were approved to allow the addition of day care services to an existing community services facility (YMCA) and to allow multiple buildings on a single building site. The Planning Approval was amended in 2000, and modifications to the PUD occurred in 1994, 1998, and 2000.

Rezoning of the property from R-1, Single-Family Residential District, to B-1, Buffer Business District, was adopted by City Council at its November 29, 1994 meeting, subject to approval of a Planned Unit Development (PUD) and compliance with the residential buffer requirements of the Zoning Ordinance.

Subdivision of the site to create a single legal lot of record was approved in 1998 and the plat was recorded in 1999. In 2003, subdivision of the lot into three (3) legal lots of record, to include vacated right-of-way along Downtowner Boulevard, was approved and the plat was subsequently recorded.

A Sidewalk Waiver was approved in 1999 to waive construction of a sidewalk along what is now named Marion Beckham Drive, from Michael Boulevard to Matthews Park.

There have been no Board of Adjustment cases associated with the site.

STAFF COMMENTS

Engineering Comments:

Subdivision

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Dedicate the corner radius (25' minimum or as approved by the City Engineer and Traffic Engineer) at the southeast corner of LOT 1 to the City of Mobile, and list the amount of dedicated acreage.
C. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 23 - #76) LOTS 1 and 2 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – NONE AND LOT 2 – 88,500 sf.
D. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Planned Unit Development Modification (MOD-002644-2023)

1. Retain NOTES #1 - #7, as shown on the PUD APPLICATION drawing.

Planning Approval Modification (MOD-002646-2023)

No comments.

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 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:

Subdivision

The purpose of the subdivision request is to subdivide one (1) legal lot of record into two (2) legal lots of record. The site is served by public water and sanitary sewer.

Proposed Lot 1 has frontage along Michael Boulevard, a Major Collector Street requiring a 100-foot right-of-way, and Marion Beckham Drive (formerly Mathews Park Road), a minor street without curb and gutter requiring a 60-foot right-of-way. The preliminary plat depicts an 80-foot right-of-way along Michael Boulevard and a 50-foot right-of-way along Marion Beckham Drive. At the time of the 1998 and 2003 subdivision applications, dedication was not required along either street. With this application, the Commission may again consider any dedication requirements.

If approved, the Final Plat should be revised to illustrate dedication of at least a 25-foot corner radius at the intersection of Michael Boulevard and Marion Beckham Road, in compliance with Section 6.B.12 of the Subdivision Regulations.

Proposed Lot 2 has frontage along Downtowner Boulevard, a Minor Arterial street with curb and gutter and an 80-foot right-of-way at this location. The preliminary plat depicts sufficient right-of-way; therefore, no additional dedication should be required.

Both lots, as proposed, will exceed the minimum size requirements for lots served by public water and sanitary sewer in a B-1, Buffer Business Suburban District. Each lot is labeled with its size in both square feet and acres on the preliminary plat, and this information should be retained on the Final Plat, if approved, adjusted for any required dedication; or the provision of a table on the Final Plat with the same information will suffice.

A 25-foot building setback line is illustrated along Downtowner Boulevard, Marion Beckham Road, and Michael Boulevard, in compliance with Article 2 Section 64-2-10.E. of the UDC. This information should be retained on the Final Plat, if approved, adjusted for any required dedication.

Access and utility easements are illustrated on proposed Lot 2. As such, if approved, a note should be placed on the Final Plat stating no structures shall be constructed in any easement without permission from the easement holder.

Planned Unit Development and Planning Approval Modifications

The most recently approved PUD allowed for multiple buildings on a single building site, and shared access and parking between multiple building sites. The Planning Approval allowed for the addition of day care services to an existing community services facility. Detailed descriptions of both requests are available at via the links on page 1 of this report. In summary there are no proposed physical modifications to the PUD or Planning Approval site; the applicant is simply amending the most recently approved Subdivision, PUD and Planning Approval to remove a portion of the property, proposed Lot 1, from the PUD and Planning Approval.

The site plans reflect the changes proposed by the Subdivision request, and illustrate that proposed Lot 1 is undeveloped while proposed Lot 2 is developed with multiple buildings associated with the use of the property as a community services and day care facility. If approved, the PUD and Planning Approval site plans should be revised to remove Lot 1 and only depict Lot 2.

The size of each proposed lot is depicted in both square feet and acres, and the size of each existing building is provided in square feet. This information should be retained on the Final PUD and Planning Approval site plans for Lot 2, if approved, adjusted for any required dedication.

The rights-of-way for each abutting street are also illustrated on the site plans and should be retained for Lot 2 on the Final PUD and Planning Approval site plans, if approved, adjusted for any required dedications resulting from the Subdivision request.

It should be noted that future development or redevelopment of proposed Lot 2 may require additional modifications of the PUD and Planning Approval to be approved by the Planning Commission and City Council. A note stating as much should be placed on the recorded site plans, if approved. Proposed Lot 1 is subject to full compliance with the development standards of the UDC.

SUBDIVISION CONSIDERATIONS

Standards of Review:

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

Considerations:

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

1. Revision of the plat to illustrate dedication sufficient to provide 50 feet from the centerline of Michael Boulevard;
2. Revision of the plat to illustrate dedication sufficient to provide 30 feet from the centerline of Marion Beckham Road;
3. Dedication of at least a 25-foot corner radius at the intersection of Michael Boulevard and Marion Beckham Road, in compliance with Section 6.B.12 of the Subdivision Regulations;
4. Retention of the right-of-way width along Downtowner Boulevard;
5. Retention of the lot size labels in both square feet and acres, or provision of a table on the Final Plat with the same information, adjusted for dedication;
6. Retention of the 25-foot minimum building setback line along Downtowner Boulevard, Michael Boulevard, and Marion Beckham Road, as required by Section 64-2-10.E. of the Unified Development Code, adjusted for any dedication;
7. Provision of a note on the Final Plat stating no structures shall be constructed in any easement without permission from the easement holder;
8. Compliance with all Engineering comments noted in this staff report;
9. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
10. Compliance with all Urban Forestry comments noted in this staff report; and,
11. Compliance with all Fire Department comments noted in this staff report.

PLANNED UNIT DEVELOPMENT / PLANNING APPROVAL MODIFICATION CONSIDERATIONS

Standards of Review:

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

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

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

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

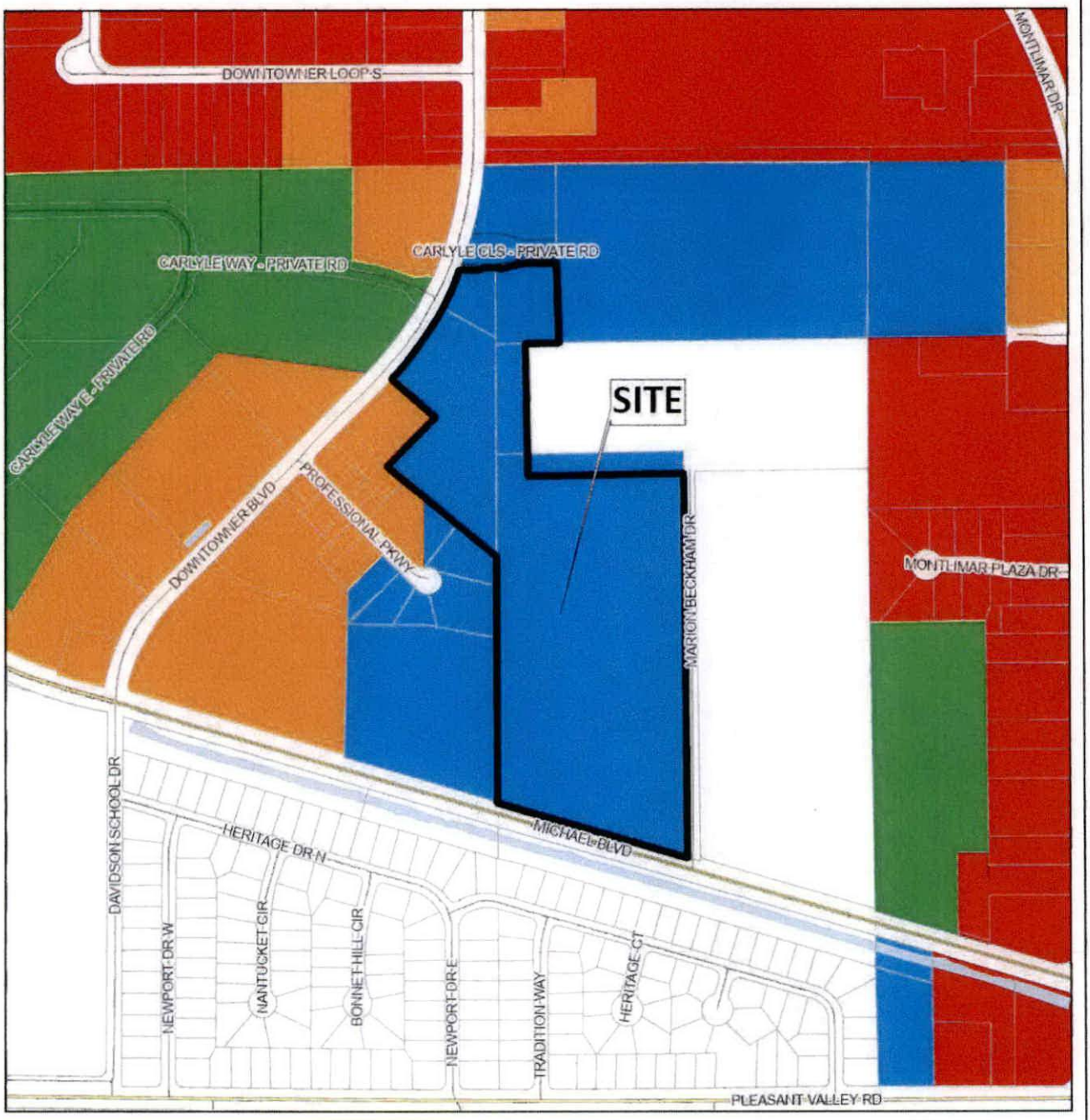
5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public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

Considerations:

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

1. Revision of the final Planned Unit Development (PUD) and Planning Approval site plans to remove Lot 1 from the development;
2. Retention of the size label on Lot 2 in both square feet and acres, adjusted for any required dedications;
3. Retention of the building sizes in square feet on the final PUD and Planning Approval site plans;
4. Retention of the rights-of-way along all streets on the Final Site Plans, adjusted for any required dedications resulting from the Subdivision request;
5. Provision of a note on the Final PUD and Planning Approval site plans stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development and Planning Approval site plans prior to their recording in Probate Court, and the provision of copies of the recorded site plans (hard copy and pdf) to Planning and Zoning; and,
7. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 6 DATE October 5, 2023

APPLICANT McGill-Toolen Athletic Complex West Subdivision

REQUEST Subdivision, PUD Modification, PA Modification

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 6 DATE October 5, 2023

APPLICANT McGill-Toolen Athletic Complex West Subdivision

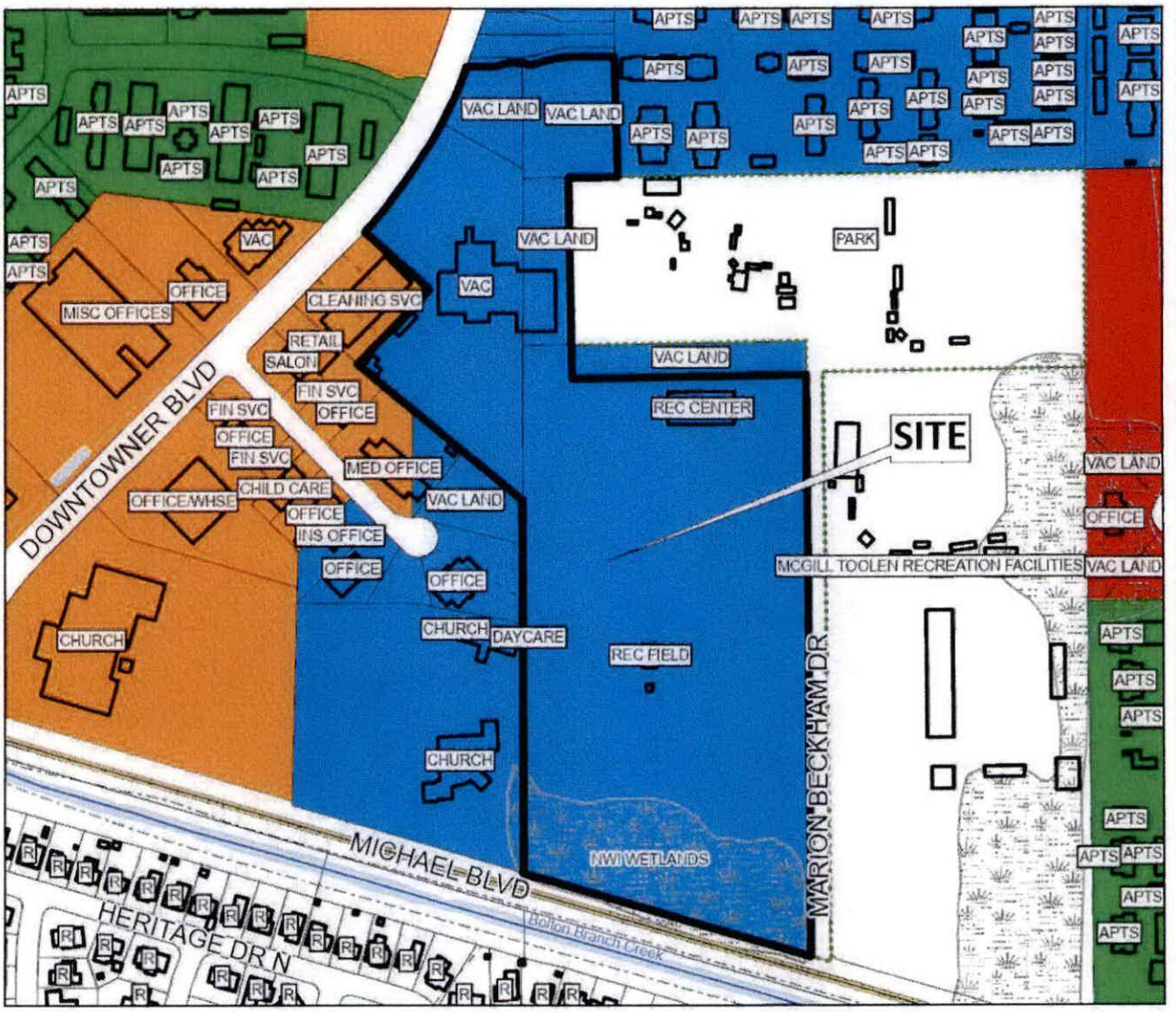
REQUEST Subdivision, PUD Modification, PA Modification

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 commercial and residential units.

APPLICATION NUMBER 6 DATE October 5, 2023

APPLICANT McGill-Toolen Athletic Complex West Subdivision

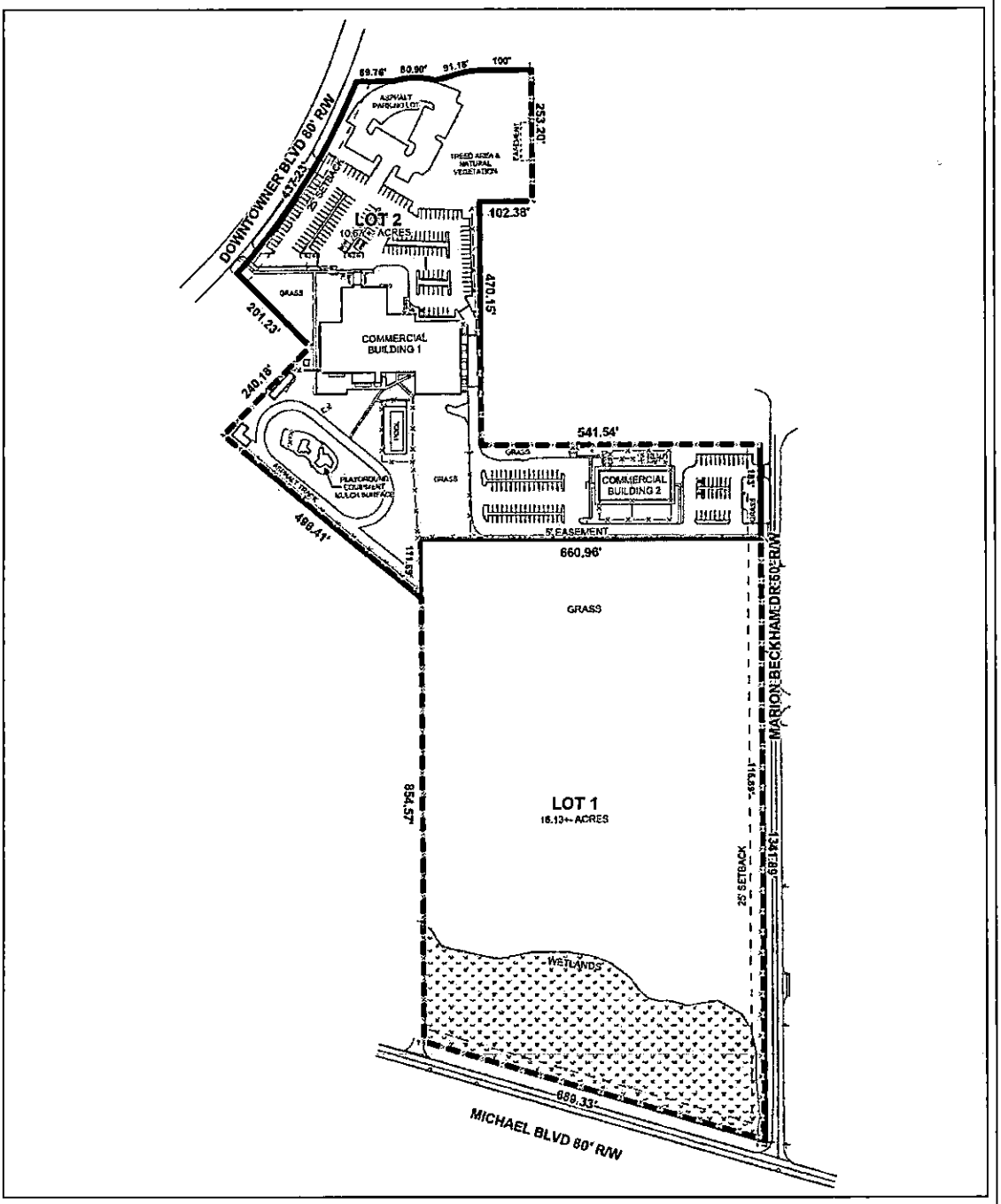
REQUEST Subdivision, PUD Modification, PA Modification

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

N

NTS

SITE PLAN



The site plan illustrates the proposed lots, buildings, parking, setbacks, and easements.

APPLICATION NUMBER	6	DATE	October 5, 2023
APPLICANT	McGill-Toolen Athletic Complex West Subdivision		
REQUEST	Subdivision, PUD Modification, PA Modification		

N

NTS

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

Zoning District Correspondence Matrix

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

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.

Parks and Open Space (POS)

This designation applies to parkland maintained in a natural, semi-natural state, or developed with facilities and set aside for human enjoyment and recreation or for the protection of wildlife or natural habitats. Parks may include squares, playgrounds, playfields, gardens, greens, greenways and blueways, and other recreational areas and facilities that are accessible to the public. Open space may include any open piece of land, publicly or privately held, that is undeveloped (has no buildings or other built structures). This designation is not intended to identify public land acquisition or to prohibit the development potential of individual properties.

The designation applies to all existing and future parks and open space within the City, including both active and passive uses. Open space, including public access to water bodies, is generally consistent with all other land use categories, i.e., a park can be located within any other land use category, either incidental to a development or as part of a publicly-owned or publicly-sponsored local, community or regional park. Therefore, a Parks and Open Space designation is deemed consistent with all land use categories in the Future Land Use Map.

AGENDA ITEM SUMMARY SHEET

Agenda of:12/5/2023

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
cover letter	Cover Memo	11/30/2023
study report	Cover Memo	11/30/2023
PC results	Cover Memo	11/30/2023
packet	Cover Memo	11/30/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/30/2023 - 3:07 PM

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

November 30, 2023

City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on November 16, 2023 held a Public Hearing to consider **Proposed Zoning Map Amendments** for the recently annexed areas of Kings Branch, Orchard Estates and the Cottage Hill Corridor**.**

After discussion it was decided to recommend approval of the **Proposed Zoning Map Amendments**, with additional amendments discussed during the Public Hearing, to the City Council.

Copies of the staff report and results agenda listing the additional amendments are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

bh
Attachments

Planning Commission
November 16, 2023

Proposed Zoning Map Amendments

For recently annexed areas

Report Contents: **Page**

Considerations 2
Kings Branch Proposed Zoning Map 3
Orchard Estates Proposed Zoning Map 4
Cottage Hill Corridor North Proposed Zoning Map .. 5
Cottage Hill Corridor South Proposed Zoning Map .. 6

Overview

On July 18, 2023, an election for annexation was held for four (4) areas contiguous to the City of Mobile. Three (3) areas, Kings Branch, Orchard Estates and the Cottage Hill Corridor voted to be annexed into the City. The vote was certified on July 25.

When properties are annexed into the City, they are assigned an R-1, Single-Family Residential zoning designation. In accordance with state law, the next planning step is to update the City's Comprehensive plan; specifically the Future Land Use Map (FLUM) and the Major Street Plan (MSP) components to assign Future Land Use Categories and Functional Classifications for the streets. The Planning Commission approved the amendments to the FLUM and MSP at their October 5, 2023 meeting.

The process for rezoning the annexed areas is based on legal requirements and is as follows:

A. Planning Commission Public Hearing and Recommendation

1. Call for Public Hearing (October 19, 2023) and Legal Advertisement (October 25, November 1 and November 8, 2023)
2. Public Hearing (November 16, 2023) and Recommendation to City Council (To be determined)

B. City Council Public Hearing and Final Decision

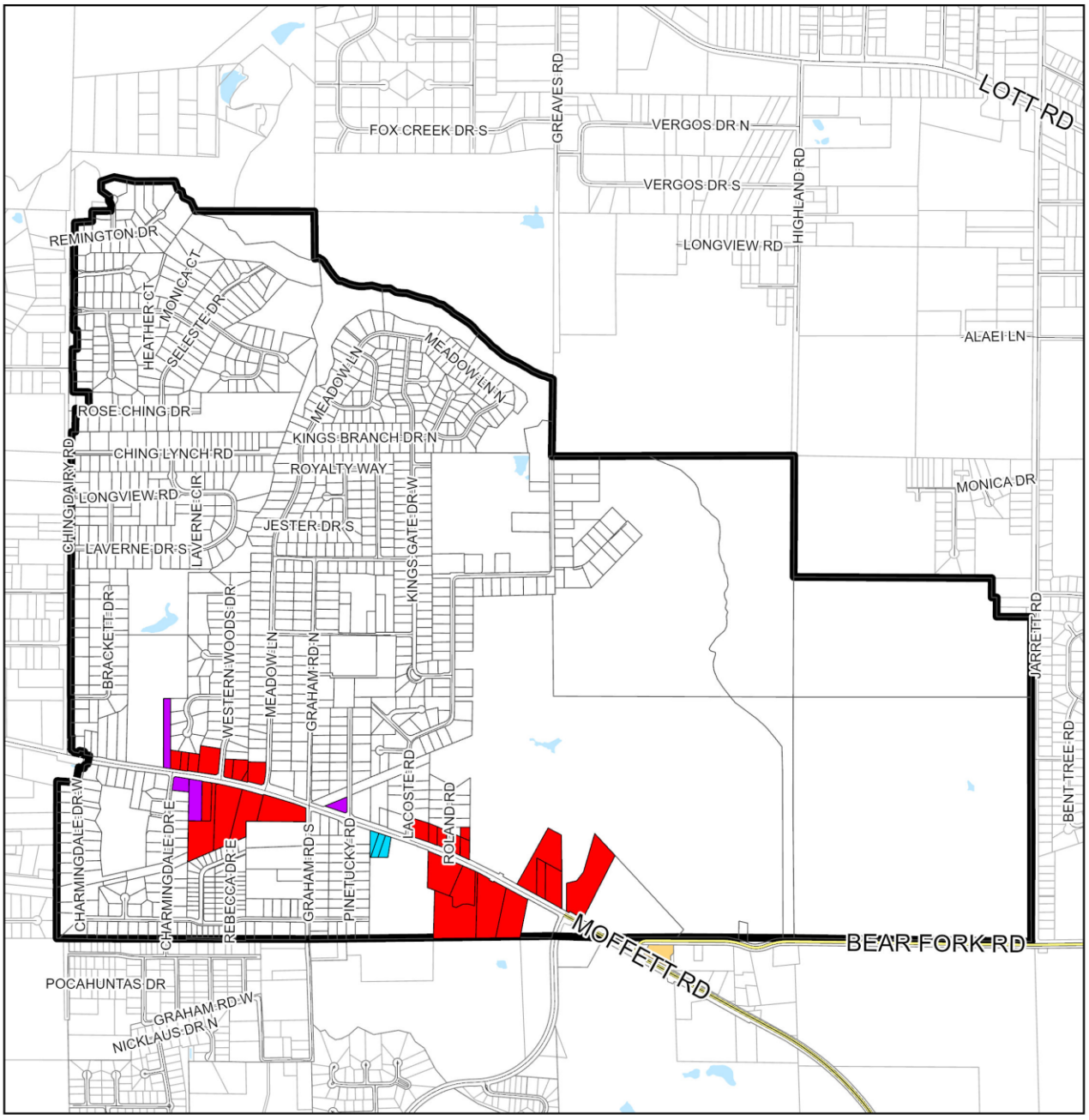
1. Call for Public Hearing & Legal Advertisement (To be determined)
2. Public Hearing (To be determined)
3. Final Decision (To be determined)

Based on the adopted FLUM, MSP and analysis of the existing built environment, a zoning study was prepared. The Planning Commission called for the public hearing at their October 16, 2023 meeting. The study and hearing have been advertised as required by law and two community meetings (October 30, 2023 and November 2, 2023) were held. The maps are included in this report and are available for viewing on both the Build Mobile and Map for Mobile websites. Comments will be received via the portal and email until November 10, 2023. After the portal is closed the comments received via the portal and email will be amended to this report and published prior to the public hearing on November 16, 2023 at 2:00 pm.

Considerations

The Planning Commission should review the proposed zoning study on the following pages and via the links provided above. An amended report with comments received by November 10th will be provided to the Planning Commission and published on the website prior to the November 16th hearing. The Commission should factor in all aspects of the study, including comments provided to the Commission prior to the hearing, as well as any comments received at the public hearing on November 16th to formulate a recommendation to the City Council.

PROPOSED ZONING MAP



Kings Branch

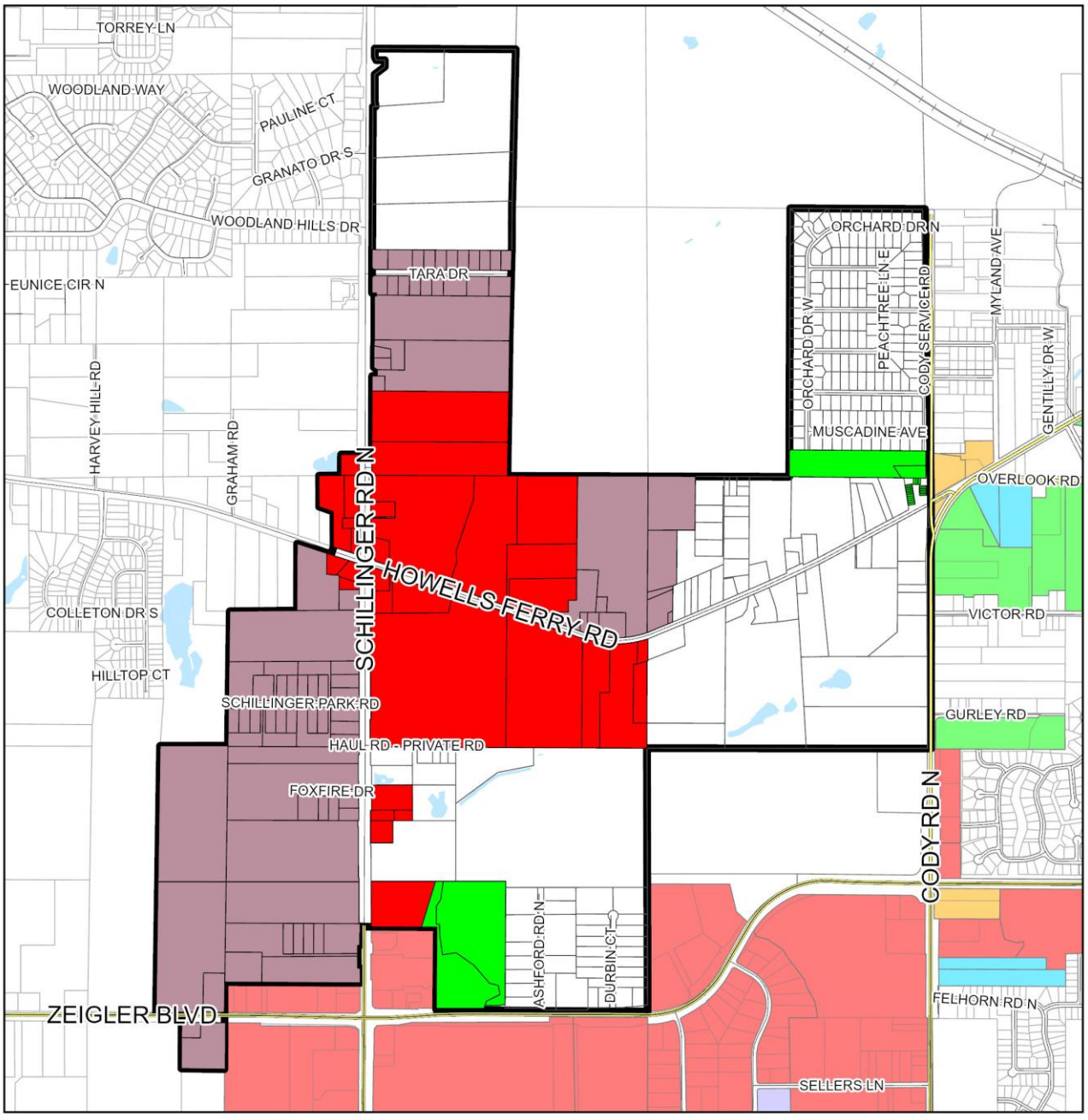
Zoning Districts

- R-1 Single-Family Residential
- B-1 Buffer Business
- LB-2 Limited Neighborhood Business
- B-3 Community Business

N

NTS

PROPOSED ZONING MAP



Orchard Estates

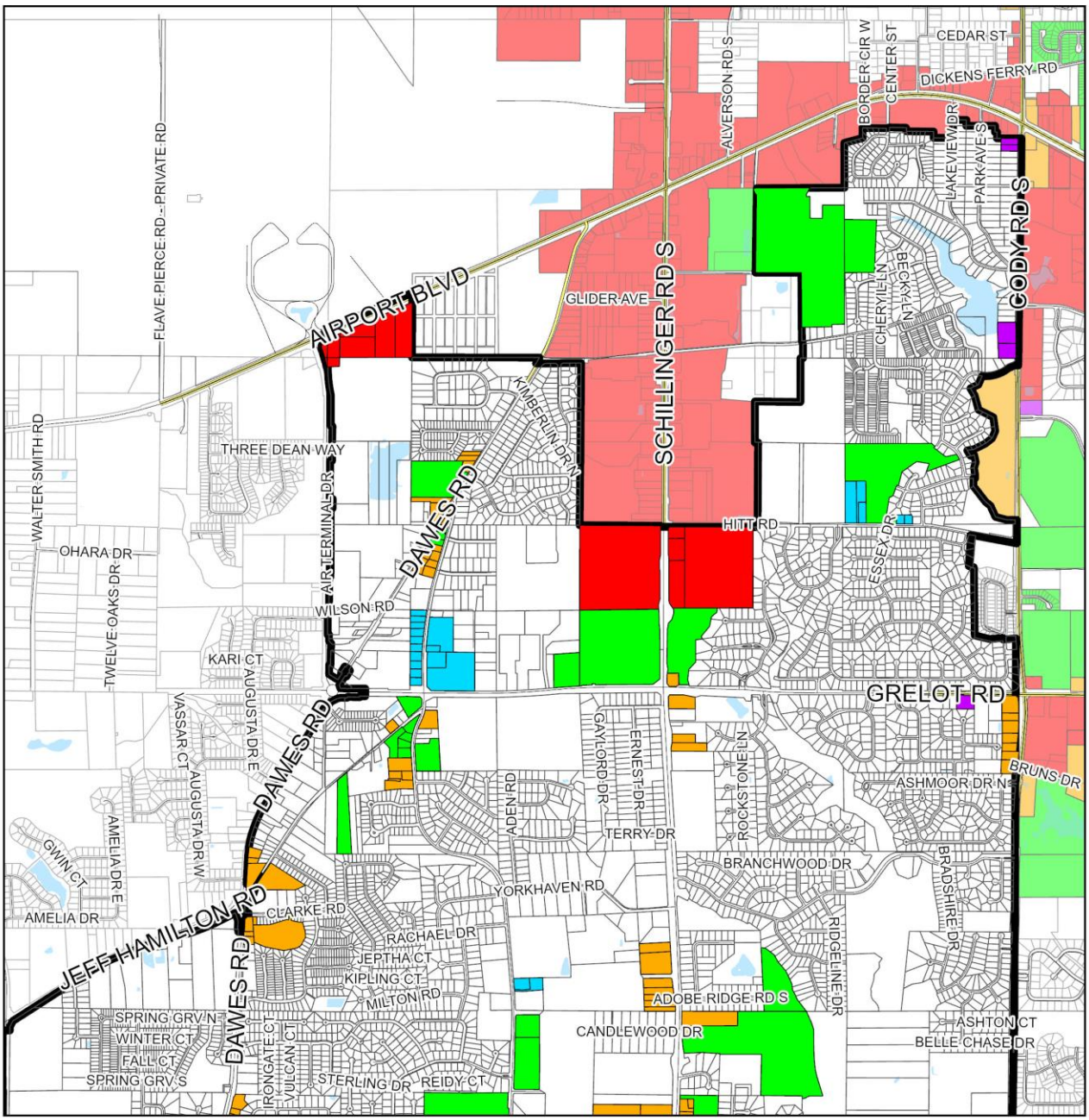
Zoning Districts

- R-1 Single-Family Residential
- R-3 Multi-Family Residential
- B-3 Community Business
- CW Commercial Warehouse

N

NTS

PROPOSED ZONING MAP



Cottage Hill
NORTH CORRIDOR

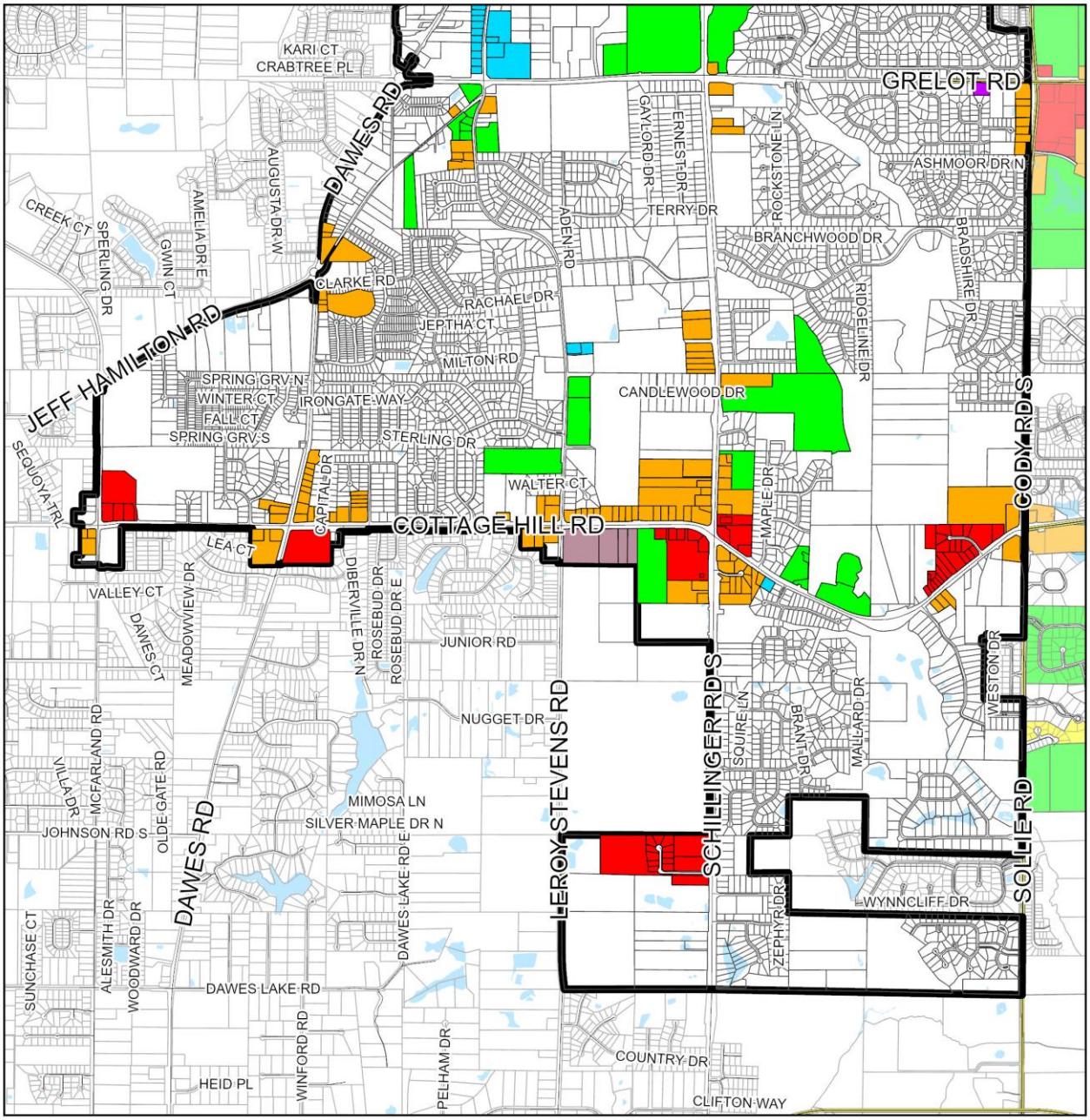
Zoning Districts

- R-1 Single-Family Residential
- R-3 Multi-Family Residential
- B-1 Buffer Business
- LB-2 Limited Neighborhood Business
- B-2 Neighborhood Business
- B-3 Community Business

N

NTS

PROPOSED ZONING MAP



Cottage Hill
SOUTH CORRIDOR

Zoning Districts

- R-1 Single-Family Residential
- R-3 Multi-Family Residential
- B-1 Buffer Business
- LB-2 Limited Neighborhood Business
- B-2 Neighborhood Business
- B-3 Community Business
- CW Commercial Warehouse

N

NTS

Mobile Planning Commission
Results Agenda
November 16, 2023 – 2:00 P.M.

ADMINISTRATIVE

Roll Call

x	Mr. John W. "Jay" Stubbs, Jr., Chairman		Mr. Matt Anderson (MD)
x	Mr. Kirk Mattei, Vice Chairman	x	Mr. Nick Amberger (AO)
	Ms. Jennifer Denson, Secretary	x	Mr. Josh Woods (CC)
	Ms. Shirley Sessions	x	Mr. Harry Brislin, IV (S)
x	Mr. Larry Dorsey	x	Mr. Kenny Nichols (S)
x	Mr. Chad Anderson		
(S) Supernumerary	(MD) Mayor's Designee	(AO) Administrative Official	(CC) City Council Representative

Staff: Jonathan Ellzey, George Davis, Victoria Burch, Doug Anderson, Margaret Pappas, Logan Anderson, Shayla Beaco

Adoption of the Agenda: Motion to adopt by Josh Woods. Second by Nick Amberger. Adopted.

OTHER BUSINESS

Public Hearing

Zoning Amendments for Annexed Areas

Motion to approve by Josh Woods. Second by Kirk Mattei. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R022809312000004.010 from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).

Motion to approve by Josh Woods. Second by Kirk Mattei. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of a portion of Parcel I.D. R022707254000004.000, as described by the revised legal description of the property submitted by the property owner, from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3). The balance of Parcel I.D. R022707254000004.000 is

recommended to be rezoned from Single-Family Residential Suburban District (R-1) to Multi-Family Residential Suburban District (R-3).

- Kirk Mattei recused.

Motion to approve by Nick Amberger. Second by Chad Anderson. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R023401020001048.002 and R023401020001048.003 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Josh Woods. Second by Chad Anderson. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023401020001010.001 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Nick Amberger. Second by Josh Woods. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023401012000010.000 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Josh Woods. Second by Chad Anderson. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023303063000033.000 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R023303073000009.000, R023303073000009.002, and R023303073000009.003 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R022707252000026.002 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Chad Anderson. Second by Josh Woods. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023401020002009.000 from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).

- Kenny Nichols recused.

  Motion to approve by Chad Anderson. Second by Nick Amberger. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R023303061000010.000 and R023303061000011.000 from R-1, Single-Family Residential Suburban District to Community Business Suburban District (B-3).

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R022707350000051.002, R022707350000051.168, R022707350000051.169, R022707350000051.170, R022707350000051.171, R022707350000051.172, R022707350000051.173, R022707350000051.174, R022707350000051.175, R022707350000051.176, R022707350000051.177, R022707350000051.178, and R022707350000055.000 from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R022707361000029.000, aka 7805 Terry Drive, from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Nick Amberger. Second by Larry Dorsey. Approved.

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
Newly annexed areas in Orchard Estates and the Cottage Hill Corridor

Pursuant to Resolution of the Mobile, Alabama City Council adopted December 5, 2023, a public hearing will be held on the 2nd day of January, 2024, at 10:30 a.m., to consider adoption of an ordinance to rezone newly annexed areas in Orchard Estates and the Cottage Hill Corridor, effective July 25, 2023, from R-1, Single-Family Residential Suburban District, to R-3, Multi-Family Residential Suburban District.

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

Maps of the Proposed Zoning Amendments are available for viewing at the following websites:

1. Build Mobile – Maps (interactive map):
   https://www.buildmobile.org/maps/
2. Map for Mobile (printable maps):
   https://mapformobile.org/zoningmapcomment/

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:

Orchard Estates annexed area (24 parcels)

R022803064001047.001
R022803064001047.002
R022803071000001.001
R022803071000001.002
R022803071000001.003
R022803071000001.005
R022803071000001.006
R022803071000001.007
R022803071000001.008
R022803071000001.009
R022803071000001.010
R022803071000001.011
R022803071000001.012
R022803071000001.013
R022803071000001.014
R022803071000001.015
R022803071000001.020
R022803071000001.021
R022803071000001.022
R022803071000001.023
R022803071000001.024

R022803071000001.025
R022803073000001.009
R022803073000001.010

Cottage Hill Corridor annexed area (30 parcels)

R022707252000026.000
R022707253000012.004
R022707253000012.006
R022707253000012.007
R022707253000012.015
R022707254000003.004
R022707362000003.004
R022707362000005.002
R022707362000012.000
R022707362000013.000
R022707362000013.001
R022707362000013.002
R022707362000013.003
R022707362000017.003
R022804193000002.000
R022804194001090.000
R022809301000046.000
R022809303000001.204
R022809313000001.000
R023303062000050.000
R023303062000065.000
R023303063000001.003
R023303063000001.004
R023303063000002.000
R023303063000002.003
R023401011000055.000
R023401011000055.001
R023401012000007.000
R023401014000002.002

And parcel R022707254000004.000 less and except the following portion:

Commencing at the Northwest corner of the Southeast quarter of the Southeast quarter of Section 25, Township 4 South, Range 3 West, Mobile County, Alabama; Thence N-89°-36'-58"-E, along the North line of the Southeast quarter of the Southeast quarter of said Section 25, for 628.51 feet to the Point of Beginning of the parcel herein described; Thence continue N-89°-36'-58"-E, along the North line of the Southeast quarter of the Southeast quarter of said Section 25, for 626.26 feet to a point at the intersection of the North line of the Southeast quarter of the Southeast quarter of said Section 25 with the West right of way line of Schillinger Road, (variable width public R\W); Thence S-02°-51'-49"-E, along the West right of way line of said Schillinger Road, for 130.56 feet; Thence S-00°-07'-34"-W, along the West right of way line of said Schillinger Road, for 99.81 feet; Thence S-05°-26'-09"-E, along the West right of way line of said Schillinger Road, for 100.53 feet; Thence S-00°-16'-27"-W, along the West right of way line of said Schillinger Road, for 99.89 feet; Thence S-08°-41'-35"-E, along the West right of way line of said Schillinger Road, for 42.32 feet; Thence N-89°-06'-28"-W, leaving the West right of way line of said Schillinger Road, for 176.41 feet; Thence S-00°-54'-47"-W for 12.08 feet; Thence N-89°-06'-28"-W for 340.78 feet; Thence S-22°-23'-32"-W for 34.36 feet; Thence N-89°-06'-28"-W for 199.89 feet; Thence N-01°-00'-57"-E for 231.47 feet; Thence S-89°-06'-28"-E for 90.00 feet; Thence N-00°-23'-02"-W for 270.52 feet to the Point of Beginning, and containing 323,785 square feet or 7.365 acres, more or less.

The classification of said property is hereby changed from R-1, Single-Family Residential - Suburban to R-3, Multi-Family Residential – Suburban, 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 R-3, Multi-Family Residential – Suburban, 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.

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 2nd 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 Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 13th day of December, 2023 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the rezoning of the following described properties located in the Orchard Estates and Cottage Hill Corridor areas that annexed into the City of Mobile effective July 25, 2023 from R-1, Single-Family Residential - Suburban to R-3, Multi-Family Residential – Suburban:

Orchard Estates annexed area
(24 parcels)

R022803064001047.001	R022803071000001.008	R022803071000001.020
R022803064001047.002	R022803071000001.009	R022803071000001.021
R022803071000001.001	R022803071000001.010	R022803071000001.022
R022803071000001.002	R022803071000001.011	R022803071000001.023
R022803071000001.003	R022803071000001.012	R022803071000001.024
R022803071000001.005	R022803071000001.013	R022803071000001.025
R022803071000001.006	R022803071000001.014	R022803073000001.009
R022803071000001.007	R022803071000001.015	R022803073000001.010

Cottage Hill Corridor annexed area
(30 parcels)

R022707252000026.000	R022707362000013.001	R023303062000065.000
R022707253000012.004	R022707362000013.002	R023303063000001.003
R022707253000012.006	R022707362000013.003	R023303063000001.004
R022707253000012.007	R022707362000017.003	R023303063000002.000
R022707253000012.015	R022804193000002.000	R023303063000002.003
R022707254000003.004	R022804194001090.000	R023401011000055.000
R022707362000003.004	R022809301000046.000	R023401011000055.001
R022707362000005.002	R022809303000001.204	R023401012000007.000
R022707362000012.000	R022809313000001.000	R023401014000002.002
R022707362000013.000	R023303062000050.000	

And parcel R022707254000004.000 less and except the following portion:

Commencing at the Northwest corner of the Southeast quarter of the Southeast quarter of Section 25, Township 4 South, Range 3 West, Mobile County, Alabama; Thence N-89°-36'-58"-E, along the North line of the Southeast quarter of the Southeast quarter of said Section 25, for 628.51 feet to the Point of Beginning of the parcel herein described; Thence continue N-89°-36'-58"-E, along the North line of the Southeast quarter of the Southeast quarter of said Section 25, for 626.26 feet to a point at the intersection of the North line of the Southeast quarter of the Southeast quarter of said Section 25 with the West right of way line of Schillinger Road, (variable width public R\W); Thence S-02°-51'-49"-E, along the West right of way line of said Schillinger Road, for 130.56 feet; Thence S-00°-07'-34"-W, along the West right of way line of said Schillinger Road, for 99.81 feet; Thence S-05°-26'-09"-E, along the West right of way line of said Schillinger Road, for 100.53 feet; Thence S-00°-16'-27"-W, along the West right of way line of said Schillinger Road, for 99.89 feet; Thence S-08°-41'-35"-E, along the West right of way line of said Schillinger Road, for 42.32 feet; Thence N-89°-06'-28"-W, leaving the West right of way line of said Schillinger Road, for 176.41 feet; Thence S-00°-54'-47"-W for 12.08 feet; Thence N-89°-06'-28"-W for 340.78 feet; Thence S-22°-23'-32"-W for 34.36 feet; Thence N-89°-06'-28"-W for 199.89 feet; Thence N-01°-00'-57"-E for 231.47 feet; Thence S-89°-06'-28"-E for 90.00 feet; Thence N-00°-23'-02"-W for 270.52 feet to the Point of Beginning, and containing 323,785 square feet or 7.365 acres, more or less.

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.

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R022803073000001.010

Cottage Hill Corridor annexed area (30 parcels)

R022707252000026.000
R022707253000012.004
R022707253000012.006
R022707253000012.007
R022707253000012.015
R022707254000003.004
R022707362000003.004
R022707362000005.002
R022707362000012.000
R022707362000013.000
R022707362000013.001
R022707362000013.002
R022707362000013.003
R022707362000017.003
R022804193000002.000
R022804194001090.000
R022809301000046.000
R022809303000001.204
R022809313000001.000
R023303062000050.000
R023303062000065.000
R023303063000001.003
R023303063000001.004
R023303063000002.000
R023303063000002.003
R023401011000055.000
R023401011000055.001
R023401012000007.000
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And parcel R022707254000004.000 less and except the following portion:

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Schillinger Road, for 99.89 feet; Thence S-08°-41'-35"-E, along the West right of way line of said Schillinger Road, for 42.32 feet; Thence N-89°-06'-28"-W, leaving the West right of way line of said Schillinger Road, for 176.41 feet; Thence S-00°-54'-47"-W for 12.08 feet; Thence N-89°-06'-28"-W for 340.78 feet; Thence S-22°-23'-32"-W for 34.36 feet; Thence N-89°-06'-28"-W for 199.89 feet; Thence N-01°-00'-57"-E for 231.47 feet; Thence S-89°-06'-28"-E for 90.00 feet; Thence N-00°-23'-02"-W for 270.52 feet to the Point of Beginning, and containing 323,785 square feet or 7.365 acres, more or less.

The classification of said property is hereby changed from **R-1, Single-Family Residential - Suburban to R-3, Multi-Family Residential – Suburban,** 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 **R-3, Multi-Family Residential – Suburban**, 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.

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

Adopted:

_____

Lisa Lambert, City Clerk

City of Mobile
Various properties in the Orchard Estates and Cottage Hill Corridor Annexed Areas

R-1 to R-3

Council District 6
Josh Woods

Council District 7
Gina Gregory

AGENDA ITEM SUMMARY SHEET

Agenda of:12/5/2023

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	11/30/2023
study report	Cover Memo	11/30/2023
cover letter	Cover Memo	11/30/2023
PC results	Cover Memo	11/30/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/30/2023 - 3:32 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
Newly annexed areas in Kings Branch and the Cottage Hill Corridor

Pursuant to Resolution of the Mobile, Alabama City Council adopted December 5, 2023, a public hearing will be held on the 2nd day of January, 2024, at 10:30 a.m., to consider adoption of an ordinance to rezone newly annexed areas in Kings Branch and the Cottage Hill Corridor, effective July 25, 2023, from R-1, Single-Family Residential Suburban District, to B-1, Buffer Business 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.

Maps of the Proposed Zoning Amendments are available for viewing at the following websites:

1. Build Mobile – Maps (interactive map):
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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.

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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:

Kings Branch annexed area
(3 parcels)

R022309294000105.000
R022309294000105.001
R022309294000105.002

Cottage Hill Corridor annexed area
(22 parcels)

R022707253000005.001
R022707253000005.002
R022707253000009.000
R022707253000009.01
R022707253000015.000
R022707253000016.000
R022707253000017.000
R022707253000017.001
R022707253000018.000
R022707253000018.001
R022707253000019.000
R022707253000020.000
R022707253000021.000
R022707253000022.000
R022707364000026.001
R022707364000026.002
R022809301000046.001
R022809301000046.002
R022809301000046.005
R022809301000046.006
R022809301000046.14
R023303063000033.048

The classification of said property is hereby changed from R-1, Single-Family Residential - Suburban to B-1, Buffer Business – Suburban, 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 B-1, Buffer Business – Suburban, 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.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
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Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 13th day of December, 2023 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the rezoning of the following described properties located in the Kings Branch and Cottage Hill Corridor areas that annexed into the City of Mobile effective July 25, 2023 from R-1, Single-Family Residential - Suburban to B-1, Buffer Business – Suburban:

Kings Branch annexed area
(3 parcels)

R022309294000105.000
R022309294000105.001
R022309294000105.002

Cottage Hill Corridor annexed area
(22 parcels)

R022707253000005.001
R022707253000005.002
R022707253000009.000
R022707253000009.01
R022707253000015.000
R022707253000016.000
R022707253000017.000
R022707253000017.001
R022707253000018.000
R022707253000018.001
R022707253000019.000
R022707253000020.000
R022707253000021.000
R022707253000022.000
R022707364000026.001
R022707364000026.002
R022809301000046.001
R022809301000046.002
R022809301000046.005
R022809301000046.006
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R023303063000033.048

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

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

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

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

Kings Branch annexed area
(3 parcels)

R022309294000105.000
R022309294000105.001
R022309294000105.002

Cottage Hill Corridor annexed area
(22 parcels)

R022707253000005.001
R022707253000005.002
R022707253000009.000
R022707253000009.01
R022707253000015.000
R022707253000016.000
R022707253000017.000
R022707253000017.001
R022707253000018.000
R022707253000018.001
R022707253000019.000
R022707253000020.000
R022707253000021.000
R022707253000022.000
R022707364000026.001
R022707364000026.002
R022809301000046.001
R022809301000046.002
R022809301000046.005
R022809301000046.006
R022809301000046.14
R023303063000033.048

The classification of said property is hereby changed from **R-1, Single-Family Residential - Suburban to B-1, Buffer Business – Suburban,** 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 **B-1, Buffer Business – Suburban**, 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.

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

Adopted:

_____

Lisa Lambert, City Clerk

City of Mobile
Various properties in the Kings Branch and Cottage Hill Corridor Annexed Areas

R-1 to B-1

Council District 6
Josh Woods

Council District 7
Gina Gregory

Planning Commission
November 16, 2023

Proposed Zoning Map Amendments

For recently annexed areas

Report Contents: **Page**

Considerations 2
Kings Branch Proposed Zoning Map 3
Orchard Estates Proposed Zoning Map 4
Cottage Hill Corridor North Proposed Zoning Map .. 5
Cottage Hill Corridor South Proposed Zoning Map .. 6

Overview

On July 18, 2023, an election for annexation was held for four (4) areas contiguous to the City of Mobile. Three (3) areas, Kings Branch, Orchard Estates and the Cottage Hill Corridor voted to be annexed into the City. The vote was certified on July 25.

When properties are annexed into the City, they are assigned an R-1, Single-Family Residential zoning designation. In accordance with state law, the next planning step is to update the City's Comprehensive plan; specifically the Future Land Use Map (FLUM) and the Major Street Plan (MSP) components to assign Future Land Use Categories and Functional Classifications for the streets. The Planning Commission approved the amendments to the FLUM and MSP at their October 5, 2023 meeting.

The process for rezoning the annexed areas is based on legal requirements and is as follows:

A. Planning Commission Public Hearing and Recommendation

1. Call for Public Hearing (October 19, 2023) and Legal Advertisement (October 25, November 1 and November 8, 2023)
2. Public Hearing (November 16, 2023) and Recommendation to City Council (To be determined)

B. City Council Public Hearing and Final Decision

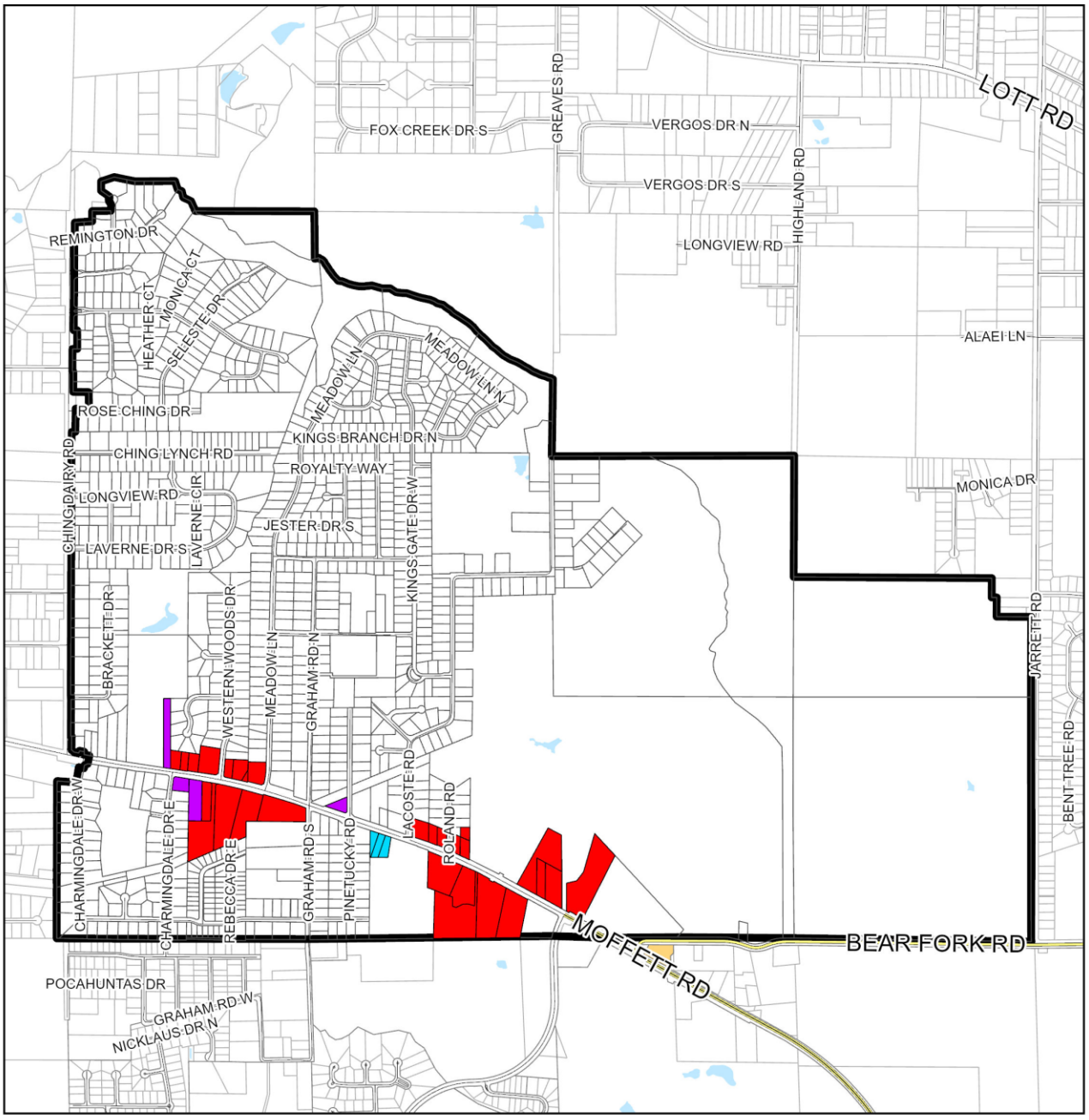
1. Call for Public Hearing & Legal Advertisement (To be determined)
2. Public Hearing (To be determined)
3. Final Decision (To be determined)

Based on the adopted FLUM, MSP and analysis of the existing built environment, a zoning study was prepared. The Planning Commission called for the public hearing at their October 16, 2023 meeting. The study and hearing have been advertised as required by law and two community meetings (October 30, 2023 and November 2, 2023) were held. The maps are included in this report and are available for viewing on both the Build Mobile and Map for Mobile websites. Comments will be received via the portal and email until November 10, 2023. After the portal is closed the comments received via the portal and email will be amended to this report and published prior to the public hearing on November 16, 2023 at 2:00 pm.

Considerations

The Planning Commission should review the proposed zoning study on the following pages and via the links provided above. An amended report with comments received by November 10th will be provided to the Planning Commission and published on the website prior to the November 16th hearing. The Commission should factor in all aspects of the study, including comments provided to the Commission prior to the hearing, as well as any comments received at the public hearing on November 16th to formulate a recommendation to the City Council.

PROPOSED ZONING MAP



Kings Branch

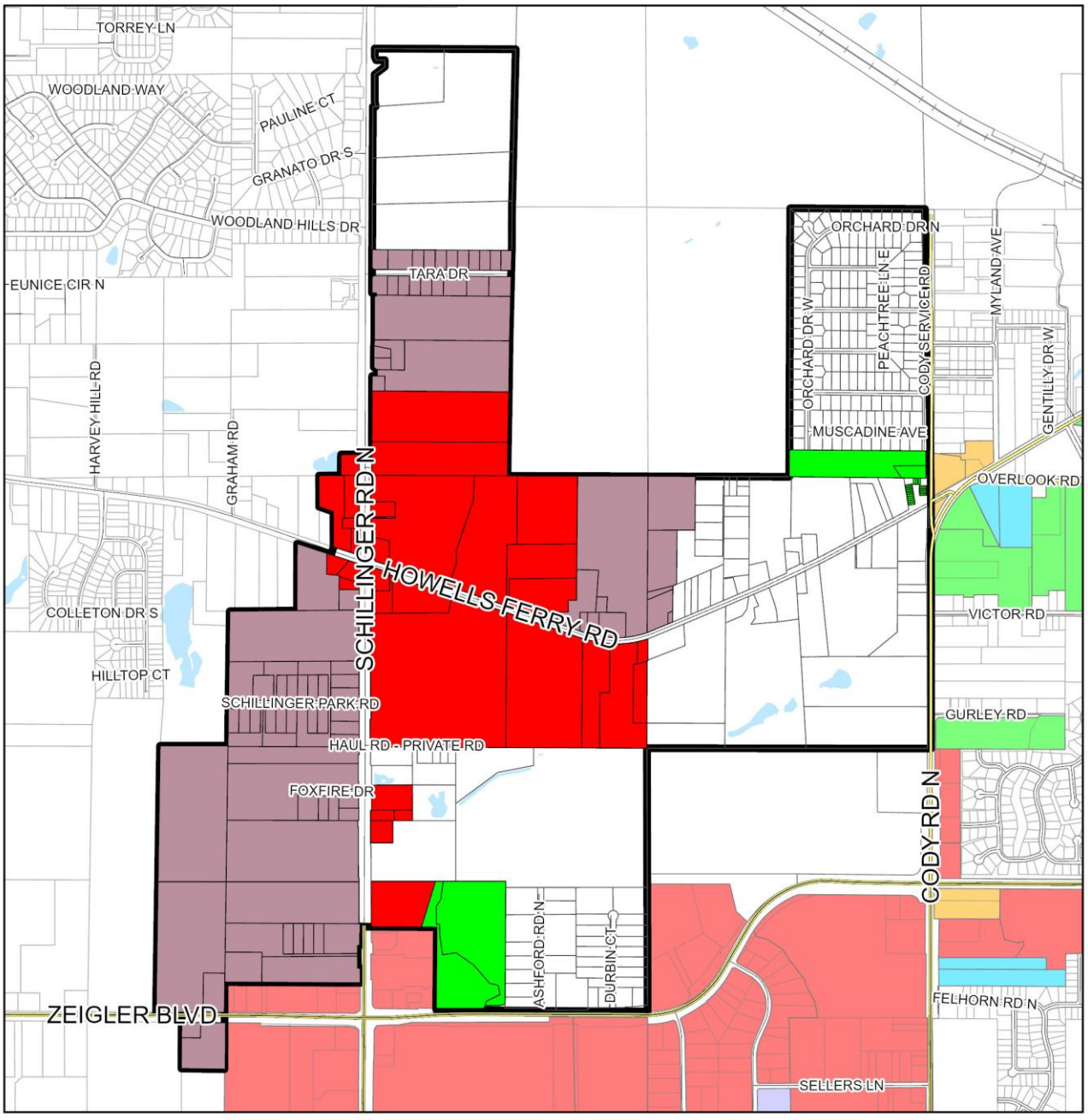
Zoning Districts

- R-1 Single-Family Residential
- B-1 Buffer Business
- LB-2 Limited Neighborhood Business
- B-3 Community Business

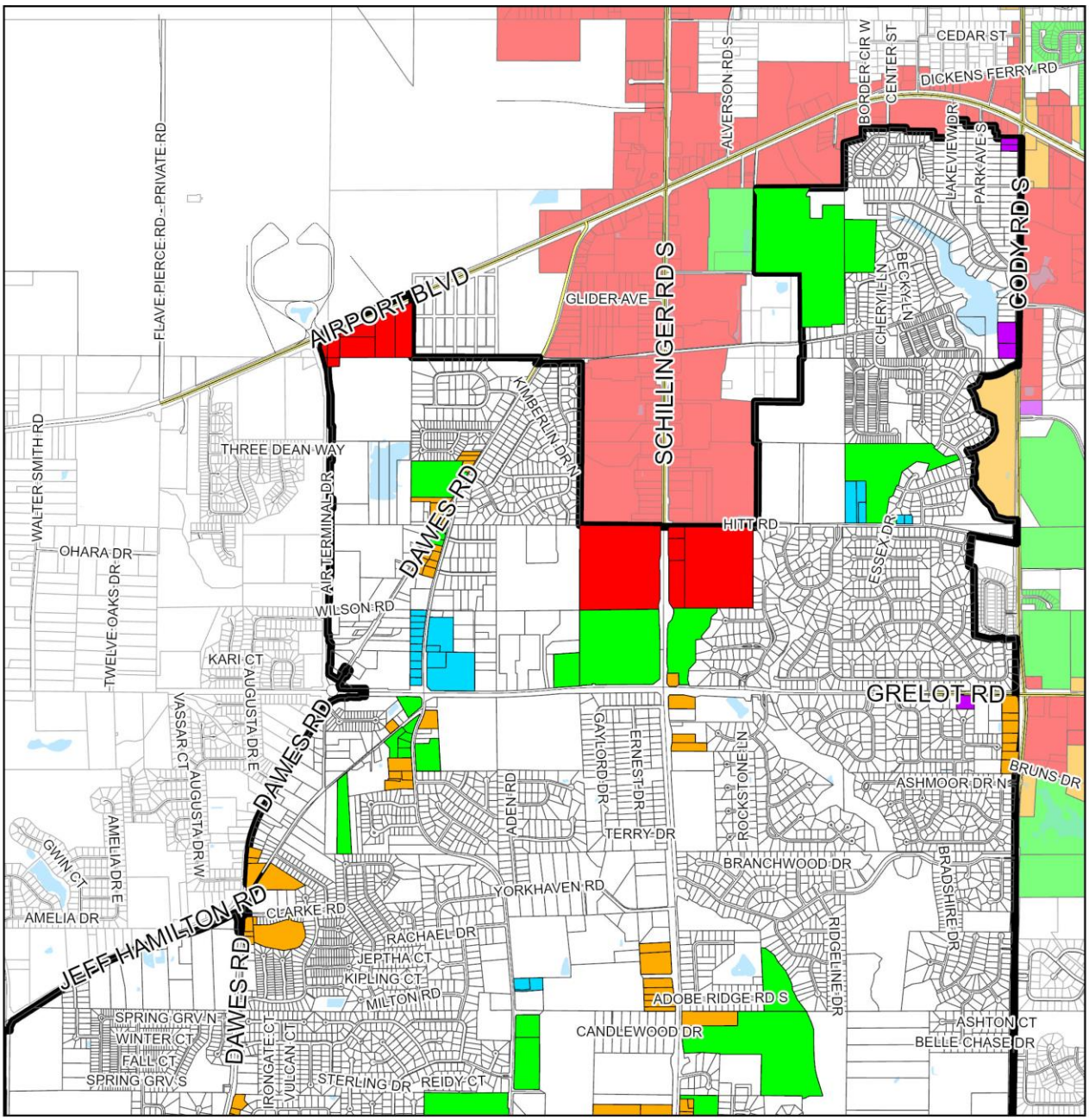
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PROPOSED ZONING MAP



PROPOSED ZONING MAP



Cottage Hill
NORTH CORRIDOR

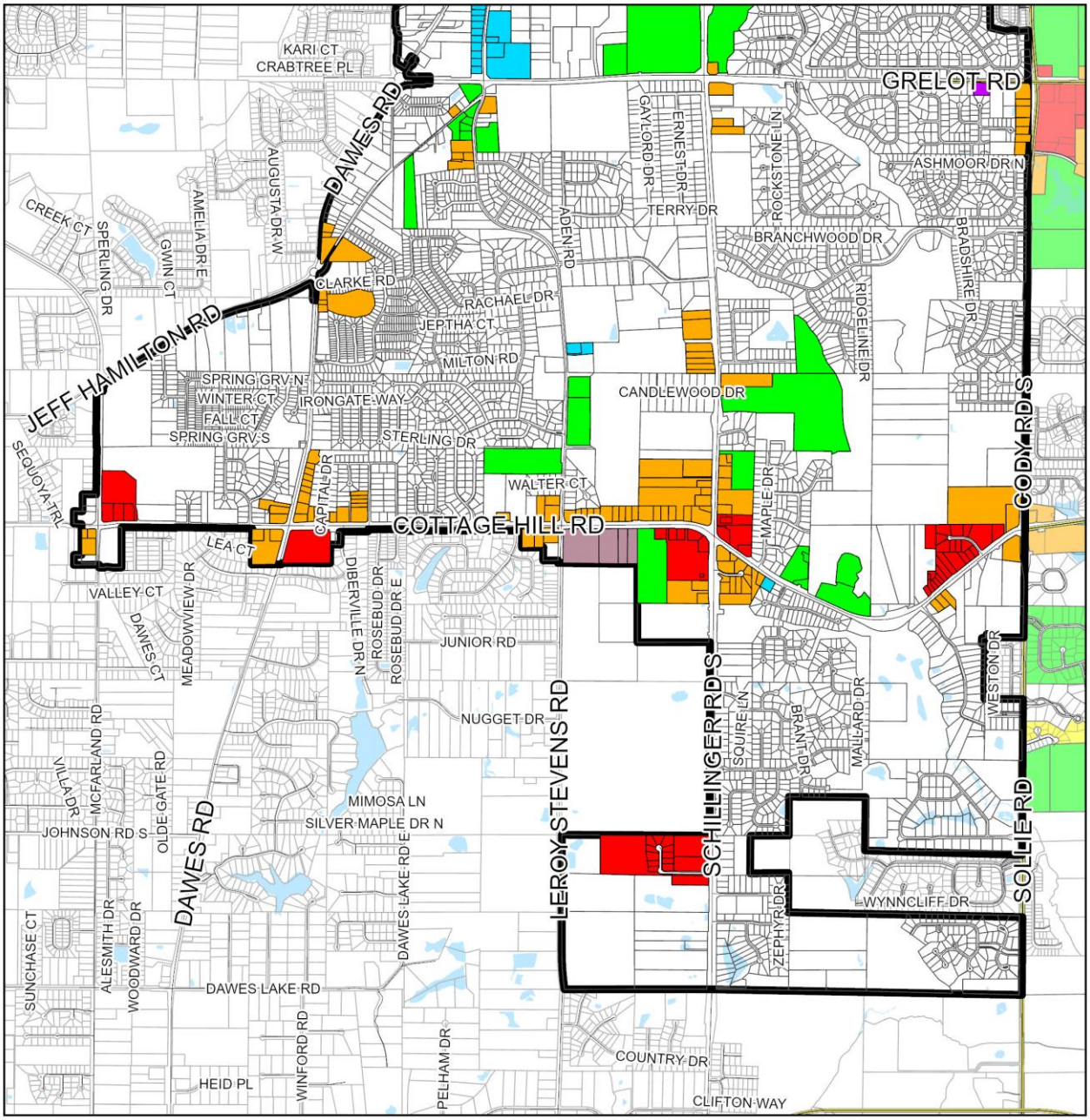
Zoning Districts

- R-1 Single-Family Residential
- R-3 Multi-Family Residential
- B-1 Buffer Business
- LB-2 Limited Neighborhood Business
- B-2 Neighborhood Business
- B-3 Community Business

N

NTS

PROPOSED ZONING MAP



THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

November 30, 2023

City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on November 16, 2023 held a Public Hearing to consider **Proposed Zoning Map Amendments** for the recently annexed areas of Kings Branch, Orchard Estates and the Cottage Hill Corridor**.**

After discussion it was decided to recommend approval of the **Proposed Zoning Map Amendments**, with additional amendments discussed during the Public Hearing, to the City Council.

Copies of the staff report and results agenda listing the additional amendments are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

bh
Attachments

Mobile Planning Commission
Results Agenda
November 16, 2023 – 2:00 P.M.

ADMINISTRATIVE

Roll Call

x	Mr. John W. "Jay" Stubbs, Jr., Chairman		Mr. Matt Anderson (MD)
x	Mr. Kirk Mattei, Vice Chairman	x	Mr. Nick Amberger (AO)
	Ms. Jennifer Denson, Secretary	x	Mr. Josh Woods (CC)
	Ms. Shirley Sessions	x	Mr. Harry Brislin, IV (S)
x	Mr. Larry Dorsey	x	Mr. Kenny Nichols (S)
x	Mr. Chad Anderson		
(S) Supernumerary	(MD) Mayor's Designee	(AO) Administrative Official	(CC) City Council Representative

Staff: Jonathan Ellzey, George Davis, Victoria Burch, Doug Anderson, Margaret Pappas, Logan Anderson, Shayla Beaco

Adoption of the Agenda: Motion to adopt by Josh Woods. Second by Nick Amberger. Adopted.

OTHER BUSINESS

Public Hearing

Zoning Amendments for Annexed Areas

Motion to approve by Josh Woods. Second by Kirk Mattei. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R022809312000004.010 from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).

Motion to approve by Josh Woods. Second by Kirk Mattei. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of a portion of Parcel I.D. R022707254000004.000, as described by the revised legal description of the property submitted by the property owner, from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3). The balance of Parcel I.D. R022707254000004.000 is

recommended to be rezoned from Single-Family Residential Suburban District (R-1) to Multi-Family Residential Suburban District (R-3).

- Kirk Mattei recused.

Motion to approve by Nick Amberger. Second by Chad Anderson. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R023401020001048.002 and R023401020001048.003 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Josh Woods. Second by Chad Anderson. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023401020001010.001 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Nick Amberger. Second by Josh Woods. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023401012000010.000 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Josh Woods. Second by Chad Anderson. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023303063000033.000 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R023303073000009.000, R023303073000009.002, and R023303073000009.003 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R022707252000026.002 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Chad Anderson. Second by Josh Woods. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023401020002009.000 from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).

- Kenny Nichols recused.

  Motion to approve by Chad Anderson. Second by Nick Amberger. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R023303061000010.000 and R023303061000011.000 from R-1, Single-Family Residential Suburban District to Community Business Suburban District (B-3).

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R022707350000051.002, R022707350000051.168, R022707350000051.169, R022707350000051.170, R022707350000051.171, R022707350000051.172, R022707350000051.173, R022707350000051.174, R022707350000051.175, R022707350000051.176, R022707350000051.177, R022707350000051.178, and R022707350000055.000 from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R022707361000029.000, aka 7805 Terry Drive, from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Nick Amberger. Second by Larry Dorsey. Approved.

AGENDA ITEM SUMMARY SHEET

Agenda of:12/5/2023

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	11/30/2023
cover letter	Cover Memo	11/30/2023
study report	Cover Memo	11/30/2023
PC results	Cover Memo	11/30/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/30/2023 - 3:52 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
Newly annexed areas in Kings Branch and the Cottage Hill Corridor

Pursuant to Resolution of the Mobile, Alabama City Council adopted December 5, 2023, a public hearing will be held on the 2nd day of January, 2024, at 10:30 a.m., to consider adoption of an ordinance to rezone newly annexed areas in Kings Branch and the Cottage Hill Corridor, effective July 25, 2023, from R-1, Single-Family Residential Suburban District, to LB-2, Limited Neighborhood Business 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.

Maps of the Proposed Zoning Amendments are available for viewing at the following websites:

1. Build Mobile – Maps (interactive map):
   https://www.buildmobile.org/maps/
2. Map for Mobile (printable maps):
   https://mapformobile.org/zoningmapcomment/

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:

Kings Branch annexed area
(4 parcels)

R022309293000040.001
R022309293000075.000
R022309293000076.000
R022309294000061.000

Cottage Hill Corridor annexed area
(5 parcels)

R022804191002002.000
R022804191002003.000
R022804194002006.000
R022804194002006.001
R022809311000009.039

The classification of said property is hereby changed from R-1, Single-Family Residential - Suburban to LB-2, Limited Neighborhood Business – Suburban, 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 LB-2, Limited Neighborhood Business – Suburban, 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.

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 2nd 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 Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 13th day of December, 2023 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the rezoning of the following described properties located in the Kings Branch and Cottage Hill Corridor areas that annexed into the City of Mobile effective July 25, 2023 from R-1, Single-Family Residential - Suburban to LB-2, Limited Neighborhood Business – Suburban:

Kings Branch annexed area (4 parcels)	**Cottage Hill Corridor annexed area** (5 parcels)
R022309293000040.001	R022804191002002.000
R022309293000075.000	R022804191002003.000
R022309293000076.000	R022804194002006.000
R022309294000061.000	R022804194002006.001
	R022809311000009.039

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

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

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

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R022309293000075.000
R022309293000076.000
R022309294000061.000

Cottage Hill Corridor annexed area
(5 parcels)

R022804191002002.000
R022804191002003.000
R022804194002006.000
R022804194002006.001
R022809311000009.039

The classification of said property is hereby changed from **R-1, Single-Family Residential - Suburban to LB-2, Limited Neighborhood Business – Suburban,** 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 **LB-2, Limited Neighborhood Business – Suburban,** 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.

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

Adopted:

Lisa Lambert, City Clerk

City of Mobile
Various properties in the Kings Branch and Cottage Hill Corridor Annexed Areas

R-1 to LB-2

Council District 6
Josh Woods

Council District 7
Gina Gregory

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

November 30, 2023

City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on November 16, 2023 held a Public Hearing to consider **Proposed Zoning Map Amendments** for the recently annexed areas of Kings Branch, Orchard Estates and the Cottage Hill Corridor**.**

After discussion it was decided to recommend approval of the **Proposed Zoning Map Amendments**, with additional amendments discussed during the Public Hearing, to the City Council.

Copies of the staff report and results agenda listing the additional amendments are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

bh
Attachments

Planning Commission
November 16, 2023

Proposed Zoning Map Amendments

For recently annexed areas

Report Contents: **Page**

Considerations 2
Kings Branch Proposed Zoning Map 3
Orchard Estates Proposed Zoning Map 4
Cottage Hill Corridor North Proposed Zoning Map .. 5
Cottage Hill Corridor South Proposed Zoning Map .. 6

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When properties are annexed into the City, they are assigned an R-1, Single-Family Residential zoning designation. In accordance with state law, the next planning step is to update the City's Comprehensive plan; specifically the Future Land Use Map (FLUM) and the Major Street Plan (MSP) components to assign Future Land Use Categories and Functional Classifications for the streets. The Planning Commission approved the amendments to the FLUM and MSP at their October 5, 2023 meeting.

The process for rezoning the annexed areas is based on legal requirements and is as follows:

A. Planning Commission Public Hearing and Recommendation

1. Call for Public Hearing (October 19, 2023) and Legal Advertisement (October 25, November 1 and November 8, 2023)
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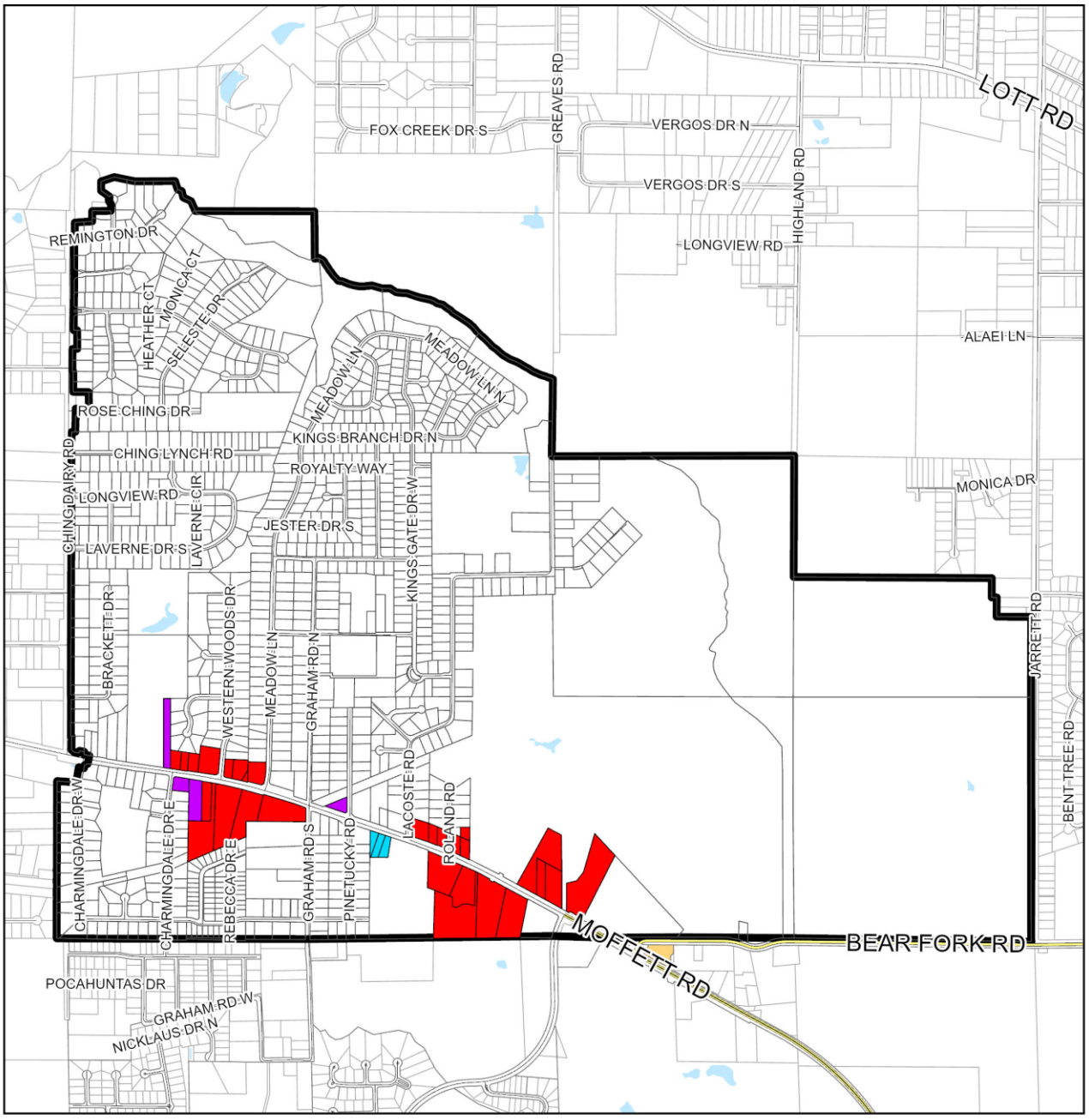
1. Call for Public Hearing & Legal Advertisement (To be determined)
2. Public Hearing (To be determined)
3. Final Decision (To be determined)

Based on the adopted FLUM, MSP and analysis of the existing built environment, a zoning study was prepared. The Planning Commission called for the public hearing at their October 16, 2023 meeting. The study and hearing have been advertised as required by law and two community meetings (October 30, 2023 and November 2, 2023) were held. The maps are included in this report and are available for viewing on both the Build Mobile and Map for Mobile websites. Comments will be received via the portal and email until November 10, 2023. After the portal is closed the comments received via the portal and email will be amended to this report and published prior to the public hearing on November 16, 2023 at 2:00 pm.

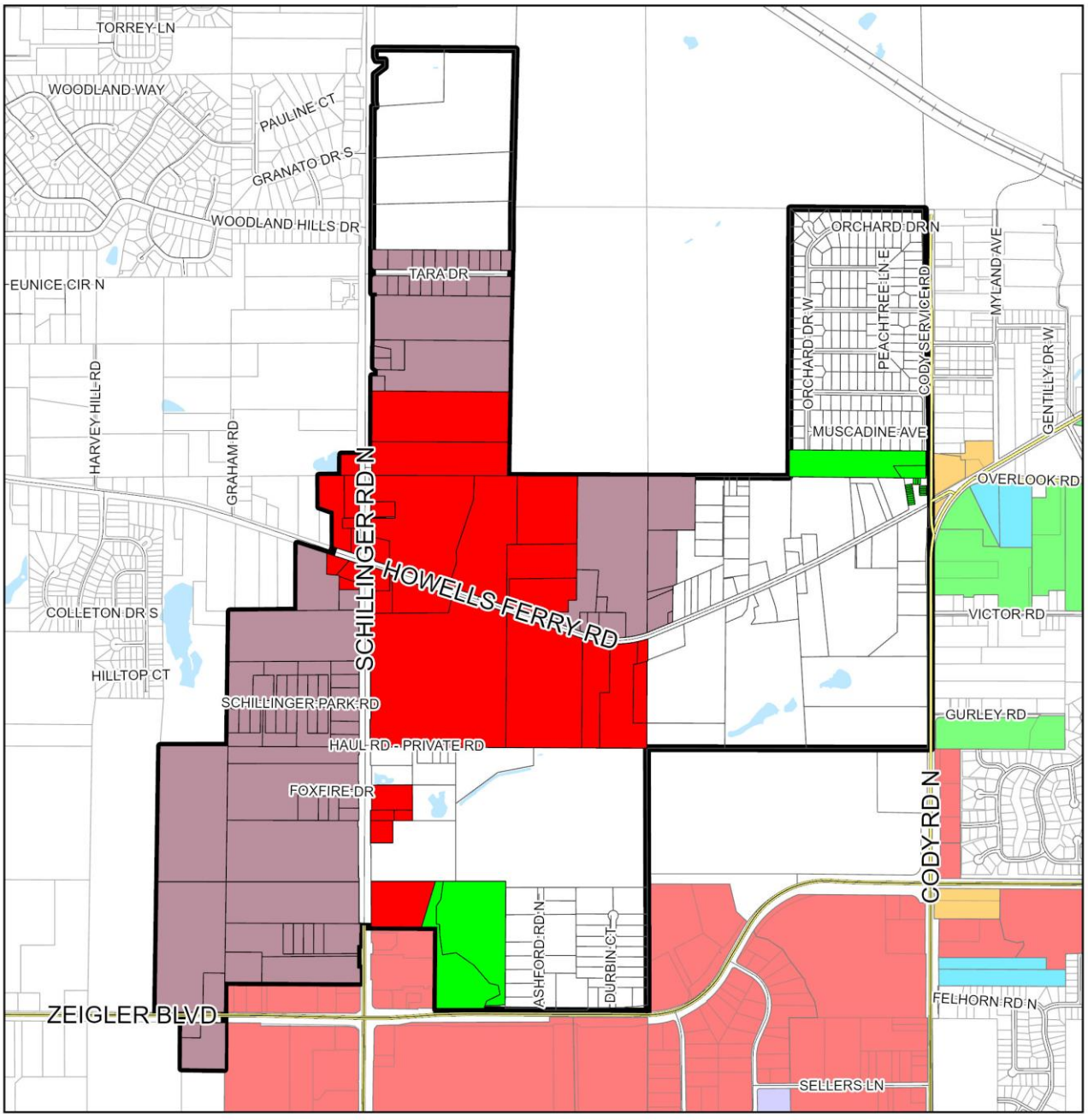
Considerations

The Planning Commission should review the proposed zoning study on the following pages and via the links provided above. An amended report with comments received by November 10th will be provided to the Planning Commission and published on the website prior to the November 16th hearing. The Commission should factor in all aspects of the study, including comments provided to the Commission prior to the hearing, as well as any comments received at the public hearing on November 16th to formulate a recommendation to the City Council.

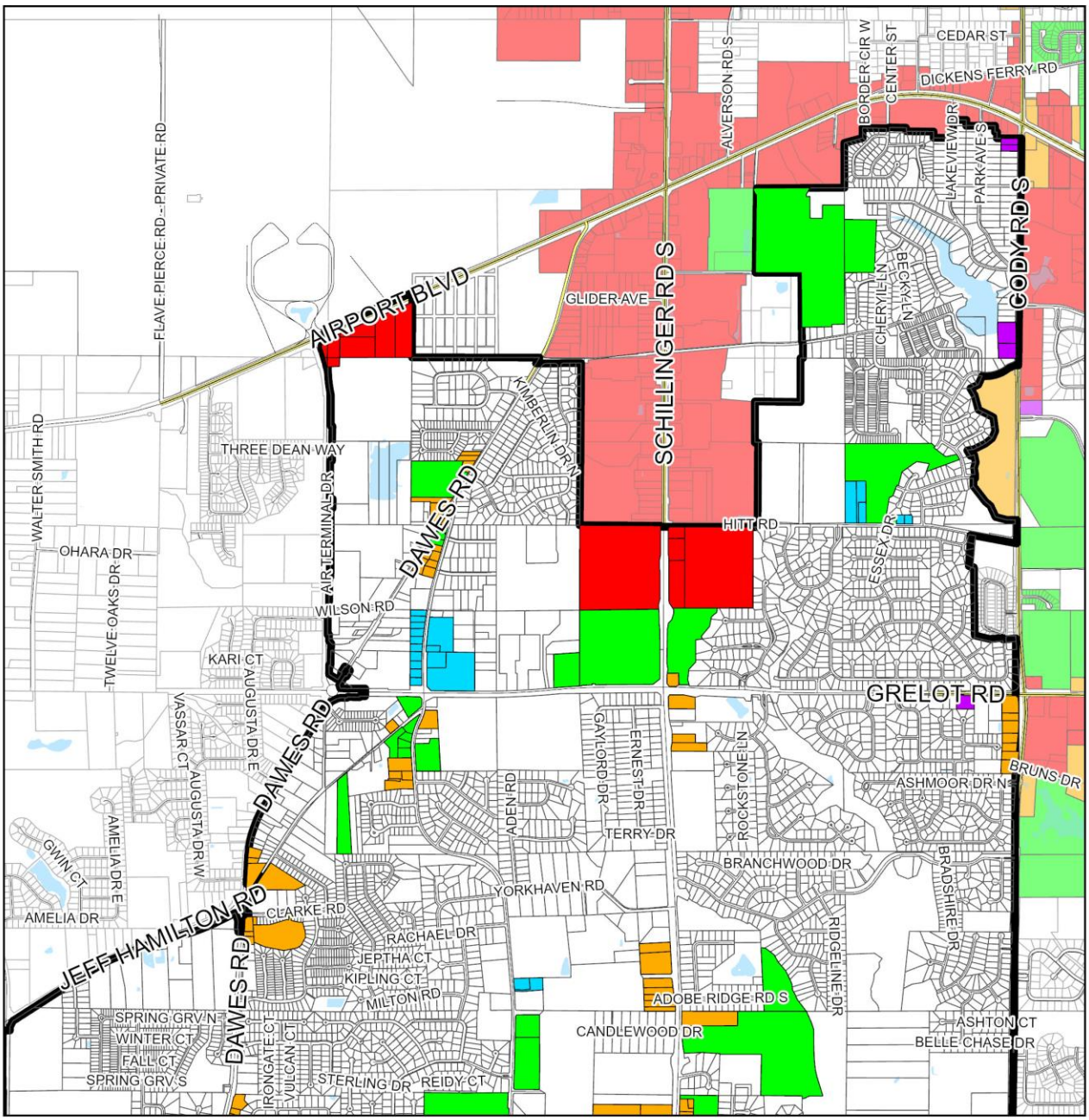
PROPOSED ZONING MAP



PROPOSED ZONING MAP



PROPOSED ZONING MAP



Cottage Hill
NORTH CORRIDOR

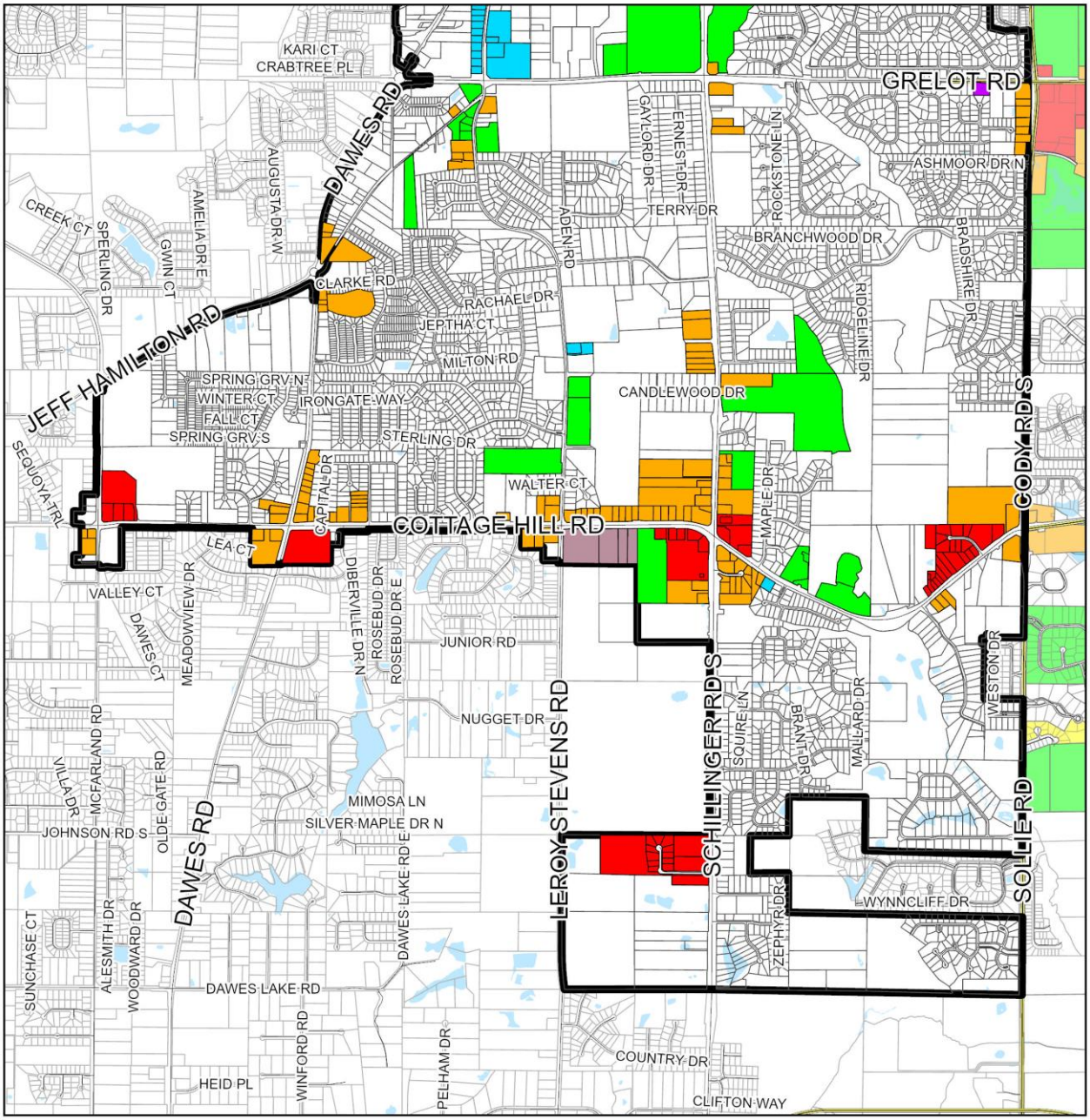
Zoning Districts

- R-1 Single-Family Residential
- R-3 Multi-Family Residential
- B-1 Buffer Business
- LB-2 Limited Neighborhood Business
- B-2 Neighborhood Business
- B-3 Community Business

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NTS

PROPOSED ZONING MAP



Cottage Hill
SOUTH CORRIDOR

Zoning Districts

- R-1 Single-Family Residential
- R-3 Multi-Family Residential
- B-1 Buffer Business
- LB-2 Limited Neighborhood Business
- B-2 Neighborhood Business
- B-3 Community Business
- CW Commercial Warehouse

N

NTS

Mobile Planning Commission
Results Agenda
November 16, 2023 – 2:00 P.M.

ADMINISTRATIVE

Roll Call

x	Mr. John W. "Jay" Stubbs, Jr., Chairman		Mr. Matt Anderson (MD)
x	Mr. Kirk Mattei, Vice Chairman	x	Mr. Nick Amberger (AO)
	Ms. Jennifer Denson, Secretary	x	Mr. Josh Woods (CC)
	Ms. Shirley Sessions	x	Mr. Harry Brislin, IV (S)
x	Mr. Larry Dorsey	x	Mr. Kenny Nichols (S)
x	Mr. Chad Anderson		
(S) Supernumerary	(MD) Mayor's Designee	(AO) Administrative Official	(CC) City Council Representative

Staff: Jonathan Ellzey, George Davis, Victoria Burch, Doug Anderson, Margaret Pappas, Logan Anderson, Shayla Beaco

Adoption of the Agenda: Motion to adopt by Josh Woods. Second by Nick Amberger. Adopted.

OTHER BUSINESS

Public Hearing

Zoning Amendments for Annexed Areas

Motion to approve by Josh Woods. Second by Kirk Mattei. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R022809312000004.010 from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).

Motion to approve by Josh Woods. Second by Kirk Mattei. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of a portion of Parcel I.D. R022707254000004.000, as described by the revised legal description of the property submitted by the property owner, from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3). The balance of Parcel I.D. R022707254000004.000 is

recommended to be rezoned from Single-Family Residential Suburban District (R-1) to Multi-Family Residential Suburban District (R-3).

- Kirk Mattei recused.

Motion to approve by Nick Amberger. Second by Chad Anderson. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R023401020001048.002 and R023401020001048.003 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Josh Woods. Second by Chad Anderson. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023401020001010.001 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Nick Amberger. Second by Josh Woods. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023401012000010.000 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Josh Woods. Second by Chad Anderson. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023303063000033.000 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R023303073000009.000, R023303073000009.002, and R023303073000009.003 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R022707252000026.002 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Chad Anderson. Second by Josh Woods. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023401020002009.000 from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).

- Kenny Nichols recused.

  Motion to approve by Chad Anderson. Second by Nick Amberger. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R023303061000010.000 and R023303061000011.000 from R-1, Single-Family Residential Suburban District to Community Business Suburban District (B-3).

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R022707350000051.002, R022707350000051.168, R022707350000051.169, R022707350000051.170, R022707350000051.171, R022707350000051.172, R022707350000051.173, R022707350000051.174, R022707350000051.175, R022707350000051.176, R022707350000051.177, R022707350000051.178, and R022707350000055.000 from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R022707361000029.000, aka 7805 Terry Drive, from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Nick Amberger. Second by Larry Dorsey. Approved.

AGENDA ITEM SUMMARY SHEET

Agenda of:12/5/2023

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	11/30/2023
cover letter	Cover Memo	11/30/2023
study report	Cover Memo	11/30/2023
PC results	Cover Memo	11/30/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/30/2023 - 3:45 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
Newly annexed areas in the Cottage Hill Corridor

Pursuant to Resolution of the Mobile, Alabama City Council adopted December 5, 2023, a public hearing will be held on the 2nd day of January, 2024, at 10:30 a.m., to consider adoption of an ordinance to rezone newly annexed areas in the Cottage Hill Corridor, effective July 25, 2023, from R-1, Single-Family Residential Suburban District, to B-2, Neighborhood Business 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.

Maps of the Proposed Zoning Amendments are available for viewing at the following websites:

1. Build Mobile – Maps (interactive map):
   https://www.buildmobile.org/maps/
2. Map for Mobile (printable maps):
   https://mapformobile.org/zoningmapcomment/

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:

Cottage Hill Corridor annexed area (157 parcels)

R022707252000025.001
R022707252000025.01
R022707252000026.001
R022707252000026.002
R022707252000026.01
R022707252000026.02
R022707252000072.000
R022707253000012.002
R022707253000012.003
R022707253000012.008
R022707253000012.009
R022707253000012.010
R022707253000012.012
R022707253000012.014
R022707350000043.011
R022707350000043.012

R022707350000052.000
R022707350000056.000
R022707350000056.002
R022707361000029.000
R022707362000003.000
R022707362000005.004
R022707362000014.000
R022707362000014.01
R022707362000015.000
R022707362000016.001
R022707362000016.002
R022707364000022.000
R022707364000023.000
R022707364000024.000
R022707364000024.001
R022707364000024.002
R022707364000024.003
R022707364000024.004
R022809303000001.201
R022809311000002.001
R022809311000002.002
R022809311000004.000
R022809311000005.001
R022809311000005.002
R022809311000005.003
R022809311000006.000
R022809312000003.000
R022809312000004.000
R022809312000005.000
R023303062000050.001
R023303062000050.003
R023303062000050.004
R023303062000050.005
R023303062000050.006
R023303062000050.007
R023303062000065.001
R023303062000065.002
R023303063000031.000
R023303063000031.002
R023303063000031.003
R023303063000031.005
R023303063000031.006
R023303063000031.007
R023303063000031.008
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R023303063000031.011
R023303063000031.013
R023303063000033.000
R023303063000033.001
R023303063000033.049
R023303064000044.000
R023303064000060.000
R023303064000060.001
R023303064000062.000
R023303073000009.000
R023303073000009.002
R023303073000009.003
R023401011000020.000
R023401011000021.000
R023401011000022.000
R023401011000022.001
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R023401011000038.000
R023401011000039.000
R023401012000009.000
R023401012000010.000
R023401012000010.001
R023401012000011.000
R023401012000012.000
R023401013000001.000
R023401013000041.000
R023401013000041.001
R023401014000002.007
R023401014000002.008
R023401014000002.010
R023401020001006.026
R023401020001006.029
R023401020001006.030
R023401020001006.031
R023401020001007.000
R023401020001008.000
R023401020001009.000
R023401020001009.01
R023401020001010.001
R023401020001017.002
R023401020001017.005
R023401020001018.000
R023401020001018.001
R023401020001019.000
R023401020001020.000
R023401020001020.001
R023401020001020.003
R023401020001020.004
R023401020001020.005
R023401020001020.006
R023401020001048.002
R023401020001048.003
R023401020002004.000
R023401020002004.001
R023401020002006.068
R023401020002015.000
R023401020002015.001
R023401020002015.002
R023402030000030.002
R023402030000030.003
R023402030000030.005

And that portion of parcel R022707350000043.002 located within the city limits.

The classification of said property is hereby changed from **R-1, Single-Family Residential - Suburban to B-2, Neighborhood Business – Suburban,** 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 **B-2, Neighborhood Business – Suburban,** 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.

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 2nd 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 Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 13th day of December, 2023 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the rezoning of the following described properties located in the Cottage Hill Corridor area that annexed into the City of Mobile effective July 25, 2023 from R-1, Single-Family Residential - Suburban to B-2, Neighborhood Business – Suburban:

Cottage Hill Corridor annexed area
(157 parcels)

R022707252000025.001	R022707364000022.000	R023303063000031.002
R022707252000025.01	R022707364000023.000	R023303063000031.003
R022707252000026.001	R022707364000024.000	R023303063000031.005
R022707252000026.002	R022707364000024.001	R023303063000031.006
R022707252000026.01	R022707364000024.002	R023303063000031.007
R022707252000026.02	R022707364000024.003	R023303063000031.008
R022707252000072.000	R022707364000024.004	R023303063000031.009
R022707253000012.002	R022809303000001.201	R023303063000031.010
R022707253000012.003	R022809311000002.001	R023303063000031.011
R022707253000012.008	R022809311000002.002	R023303063000031.013
R022707253000012.009	R022809311000004.000	R023303063000033.000
R022707253000012.010	R022809311000005.001	R023303063000033.001
R022707253000012.012	R022809311000005.002	R023303063000033.049
R022707253000012.014	R022809311000005.003	R023303064000044.000
R022707350000043.011	R022809311000006.000	R023303064000060.000
R022707350000043.012	R022809312000003.000	R023303064000060.001
R022707350000052.000	R022809312000004.000	R023303064000062.000
R022707350000056.000	R022809312000005.000	R023303073000009.000
R022707350000056.002	R023303062000050.001	R023303073000009.002
R022707361000029.000	R023303062000050.003	R023303073000009.003
R022707362000003.000	R023303062000050.004	R023401011000020.000
R022707362000005.004	R023303062000050.005	R023401011000021.000
R022707362000014.000	R023303062000050.006	R023401011000022.000
R022707362000014.01	R023303062000050.007	R023401011000022.001
R022707362000015.000	R023303062000065.001	R023401011000022.002
R022707362000016.001	R023303062000065.002	R023401011000022.003
R022707362000016.002	R023303063000031.000	R023401011000022.004

R023401011000022.005
R023401011000022.006
R023401011000022.007
R023401011000022.008
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R023401011000036.000
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R023401012000009.000
R023401012000010.000
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R023401013000001.000
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R023401020001006.026
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R023401020001010.001
R023401020001017.002
R023401020001017.005
R023401020001018.000
R023401020001018.001
R023401020001019.000
R023401020001020.000
R023401020001020.001
R023401020001020.003
R023401020001020.004
R023401020001020.005
R023401020001020.006
R023401020001048.002
R023401020001048.003
R023401020002004.000
R023401020002004.001
R023401020002006.068
R023401020002015.000
R023401020002015.001
R023401020002015.002
R023402030000030.002
R023402030000030.003
R023402030000030.005

And that portion of parcel R022707350000043.002 located within the city limits.

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

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

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

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

Cottage Hill Corridor annexed area (157 parcels)

R022707252000025.001
R022707252000025.01
R022707252000026.001
R022707252000026.002
R022707252000026.01
R022707252000026.02
R022707252000072.000
R022707253000012.002
R022707253000012.003
R022707253000012.008
R022707253000012.009
R022707253000012.010
R022707253000012.012
R022707253000012.014
R022707350000043.011
R022707350000043.012
R022707350000052.000
R022707350000056.000
R022707350000056.002
R022707361000029.000
R022707362000003.000
R022707362000005.004
R022707362000014.000
R022707362000014.01
R022707362000015.000
R022707362000016.001
R022707362000016.002
R022707364000022.000
R022707364000023.000
R022707364000024.000
R022707364000024.001
R022707364000024.002
R022707364000024.003
R022707364000024.004
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R022809311000002.001
R022809311000002.002
R022809311000004.000
R022809311000005.001
R022809311000005.002
R022809311000005.003
R022809311000006.000
R022809312000003.000
R022809312000004.000
R022809312000005.000
R023303062000050.001
R023303062000050.003
R023303062000050.004
R023303062000050.005
R023303062000050.006
R023303062000050.007
R023303062000065.001

R023303062000065.002
R023303063000031.000
R023303063000031.002
R023303063000031.003
R023303063000031.005
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R023303063000031.007
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R023303063000031.010
R023303063000031.011
R023303063000031.013
R023303063000033.000
R023303063000033.001
R023303063000033.049
R023303064000044.000
R023303064000060.000
R023303064000060.001
R023303064000062.000
R023303073000009.000
R023303073000009.002
R023303073000009.003
R023401011000020.000
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R023401011000036.000
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R023401012000009.000
R023401012000010.000
R023401012000010.001
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R023401012000012.000
R023401013000001.000
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R023401013000041.001
R023401014000002.007
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R023401014000002.010
R023401020001006.026
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R023401020001006.030
R023401020001006.031
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R023401020001010.001
R023401020001017.002
R023401020001017.005
R023401020001018.000
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R023401020001020.000
R023401020001020.001
R023401020001020.003
R023401020001020.004
R023401020001020.005

AN ORDINANCE

R023401020001020.006	R023401020002015.000
R023401020001048.002	R023401020002015.001
R023401020001048.003	R023401020002015.002
R023401020002004.000	R023402030000030.002
R023401020002004.001	R023402030000030.003
R023401020002006.068	R023402030000030.005

And that portion of parcel R022707350000043.002 located within the city limits.

The classification of said property is hereby changed from **R-1, Single-Family Residential - Suburban to B-2, Neighborhood Business – Suburban,** 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 **B-2, Neighborhood Business – Suburban,** 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.

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

Adopted:

_____

Lisa Lambert, City Clerk

City of Mobile
Various properties in the Cottage Hill Corridor Annexed Area

R-1 to B-2

Council District 6
Josh Woods

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

November 30, 2023

City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on November 16, 2023 held a Public Hearing to consider **Proposed Zoning Map Amendments** for the recently annexed areas of Kings Branch, Orchard Estates and the Cottage Hill Corridor**.**

After discussion it was decided to recommend approval of the **Proposed Zoning Map Amendments**, with additional amendments discussed during the Public Hearing, to the City Council.

Copies of the staff report and results agenda listing the additional amendments are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

bh
Attachments

Planning Commission
November 16, 2023

Proposed Zoning Map Amendments

For recently annexed areas

Report Contents: **Page**

Considerations 2
Kings Branch Proposed Zoning Map 3
Orchard Estates Proposed Zoning Map 4
Cottage Hill Corridor North Proposed Zoning Map .. 5
Cottage Hill Corridor South Proposed Zoning Map .. 6

Overview

On July 18, 2023, an election for annexation was held for four (4) areas contiguous to the City of Mobile. Three (3) areas, Kings Branch, Orchard Estates and the Cottage Hill Corridor voted to be annexed into the City. The vote was certified on July 25.

When properties are annexed into the City, they are assigned an R-1, Single-Family Residential zoning designation. In accordance with state law, the next planning step is to update the City's Comprehensive plan; specifically the Future Land Use Map (FLUM) and the Major Street Plan (MSP) components to assign Future Land Use Categories and Functional Classifications for the streets. The Planning Commission approved the amendments to the FLUM and MSP at their October 5, 2023 meeting.

The process for rezoning the annexed areas is based on legal requirements and is as follows:

A. Planning Commission Public Hearing and Recommendation

1. Call for Public Hearing (October 19, 2023) and Legal Advertisement (October 25, November 1 and November 8, 2023)
2. Public Hearing (November 16, 2023) and Recommendation to City Council (To be determined)

B. City Council Public Hearing and Final Decision

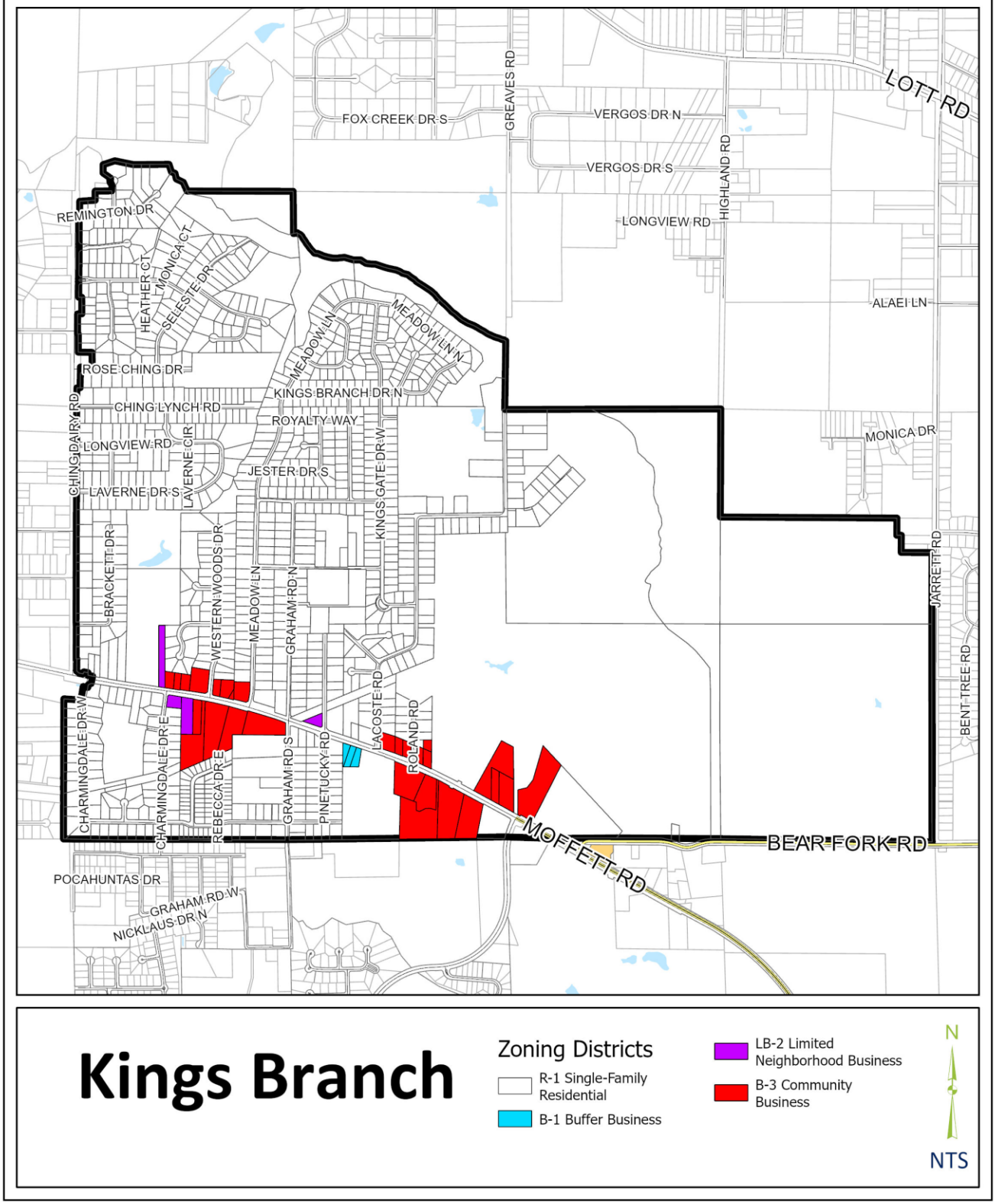
1. Call for Public Hearing & Legal Advertisement (To be determined)
2. Public Hearing (To be determined)
3. Final Decision (To be determined)

Based on the adopted FLUM, MSP and analysis of the existing built environment, a zoning study was prepared. The Planning Commission called for the public hearing at their October 16, 2023 meeting. The study and hearing have been advertised as required by law and two community meetings (October 30, 2023 and November 2, 2023) were held. The maps are included in this report and are available for viewing on both the Build Mobile and Map for Mobile websites. Comments will be received via the portal and email until November 10, 2023. After the portal is closed the comments received via the portal and email will be amended to this report and published prior to the public hearing on November 16, 2023 at 2:00 pm.

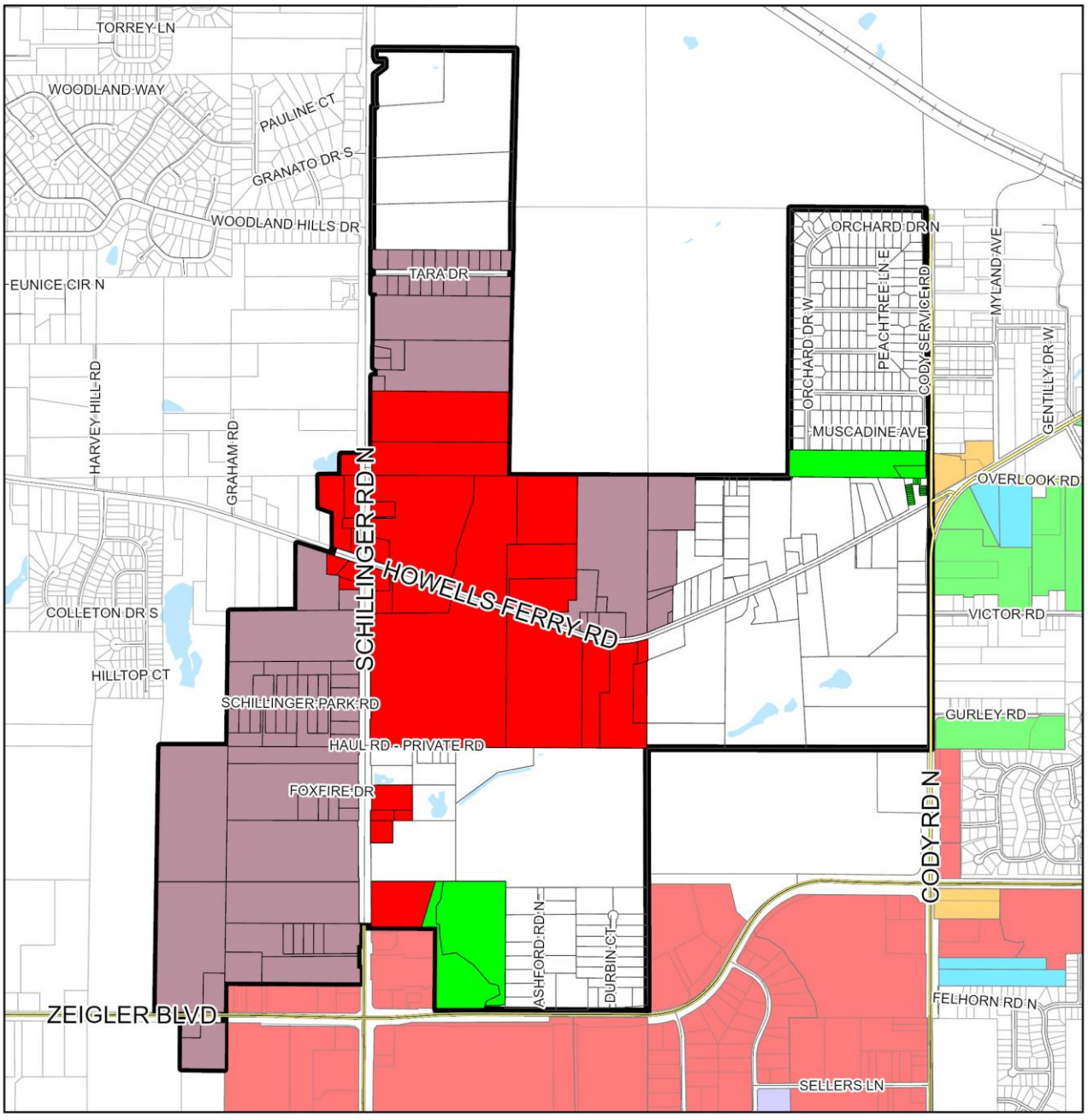
Considerations

The Planning Commission should review the proposed zoning study on the following pages and via the links provided above. An amended report with comments received by November 10th will be provided to the Planning Commission and published on the website prior to the November 16th hearing. The Commission should factor in all aspects of the study, including comments provided to the Commission prior to the hearing, as well as any comments received at the public hearing on November 16th to formulate a recommendation to the City Council.

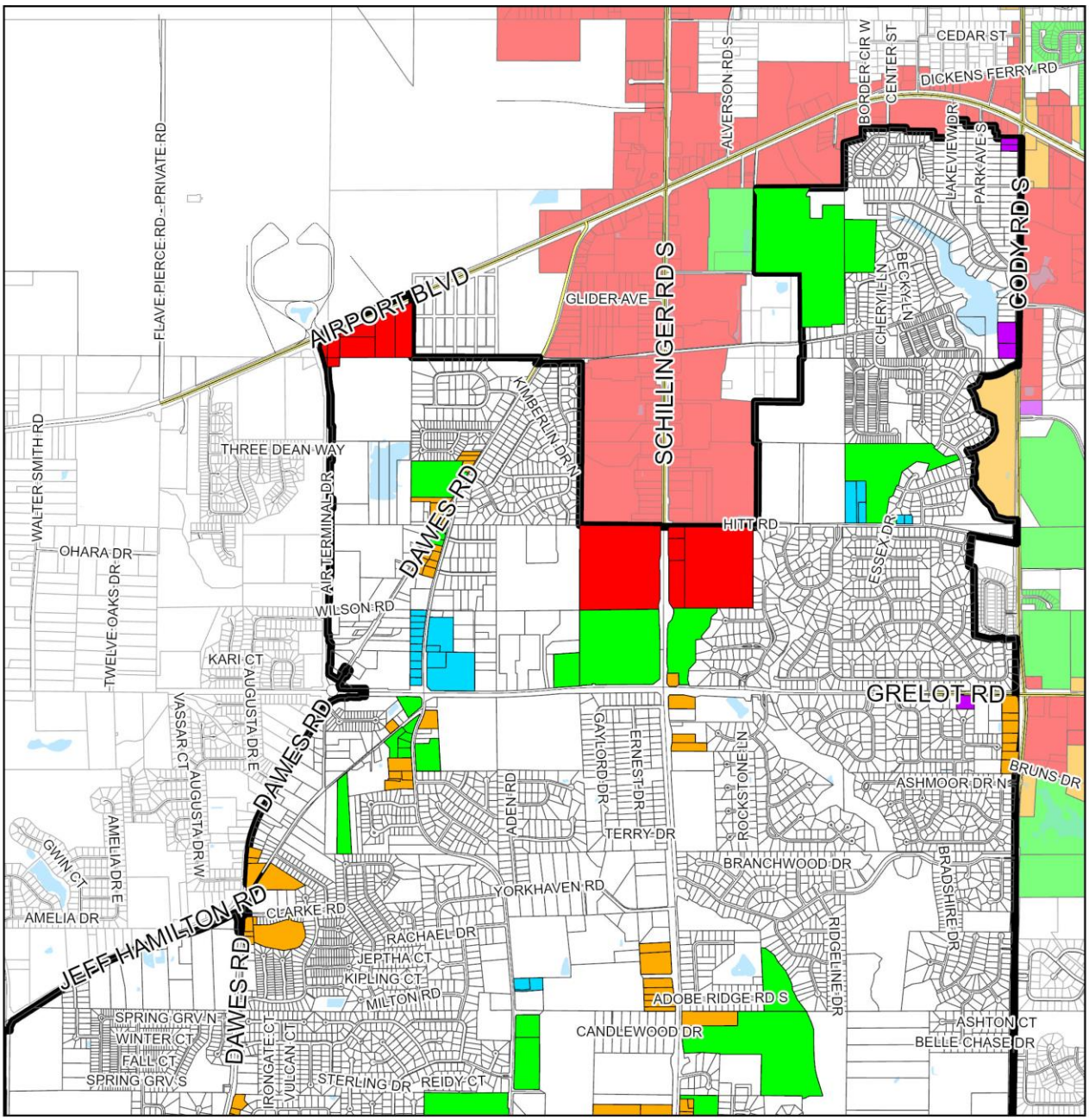
PROPOSED ZONING MAP



PROPOSED ZONING MAP



PROPOSED ZONING MAP



Cottage Hill
NORTH CORRIDOR

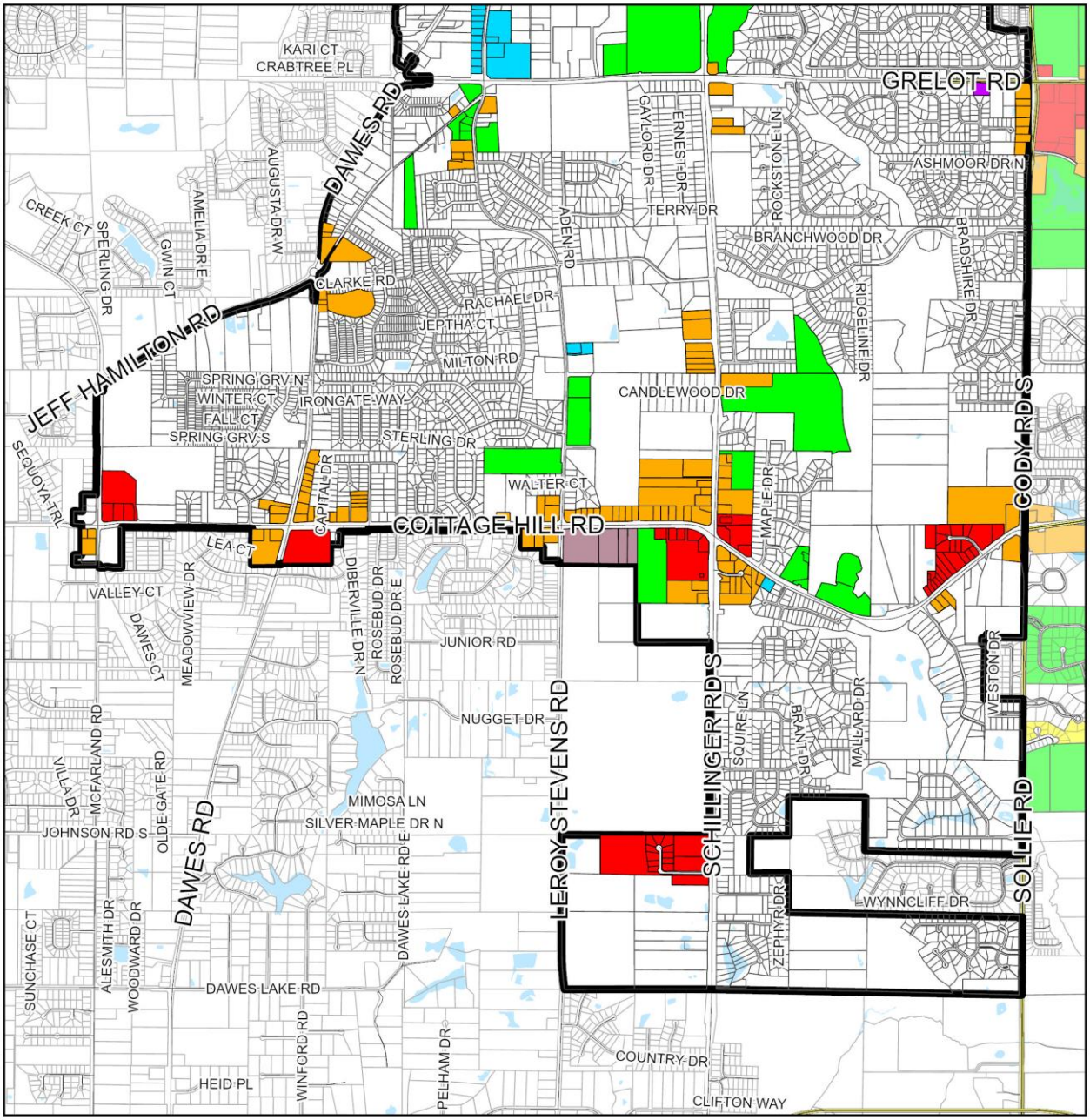
Zoning Districts

- R-1 Single-Family Residential
- R-3 Multi-Family Residential
- B-1 Buffer Business
- LB-2 Limited Neighborhood Business
- B-2 Neighborhood Business
- B-3 Community Business

N

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PROPOSED ZONING MAP



Cottage Hill
SOUTH CORRIDOR

Zoning Districts

- R-1 Single-Family Residential
- R-3 Multi-Family Residential
- B-1 Buffer Business
- LB-2 Limited Neighborhood Business
- B-2 Neighborhood Business
- B-3 Community Business
- CW Commercial Warehouse

N

NTS

Mobile Planning Commission
Results Agenda
November 16, 2023 – 2:00 P.M.

ADMINISTRATIVE

Roll Call

x	Mr. John W. "Jay" Stubbs, Jr., Chairman		Mr. Matt Anderson (MD)
x	Mr. Kirk Mattei, Vice Chairman	x	Mr. Nick Amberger (AO)
	Ms. Jennifer Denson, Secretary	x	Mr. Josh Woods (CC)
	Ms. Shirley Sessions	x	Mr. Harry Brislin, IV (S)
x	Mr. Larry Dorsey	x	Mr. Kenny Nichols (S)
x	Mr. Chad Anderson		
(S) Supernumerary	(MD) Mayor's Designee	(AO) Administrative Official	(CC) City Council Representative

Staff: Jonathan Ellzey, George Davis, Victoria Burch, Doug Anderson, Margaret Pappas, Logan Anderson, Shayla Beaco

Adoption of the Agenda: Motion to adopt by Josh Woods. Second by Nick Amberger. Adopted.

OTHER BUSINESS

Public Hearing

Zoning Amendments for Annexed Areas

Motion to approve by Josh Woods. Second by Kirk Mattei. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R022809312000004.010 from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).

Motion to approve by Josh Woods. Second by Kirk Mattei. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of a portion of Parcel I.D. R022707254000004.000, as described by the revised legal description of the property submitted by the property owner, from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3). The balance of Parcel I.D. R022707254000004.000 is

recommended to be rezoned from Single-Family Residential Suburban District (R-1) to Multi-Family Residential Suburban District (R-3).

- Kirk Mattei recused.

Motion to approve by Nick Amberger. Second by Chad Anderson. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R023401020001048.002 and R023401020001048.003 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Josh Woods. Second by Chad Anderson. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023401020001010.001 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Nick Amberger. Second by Josh Woods. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023401012000010.000 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Josh Woods. Second by Chad Anderson. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023303063000033.000 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R023303073000009.000, R023303073000009.002, and R023303073000009.003 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R022707252000026.002 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Chad Anderson. Second by Josh Woods. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023401020002009.000 from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).

- Kenny Nichols recused.

  Motion to approve by Chad Anderson. Second by Nick Amberger. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R023303061000010.000 and R023303061000011.000 from R-1, Single-Family Residential Suburban District to Community Business Suburban District (B-3).

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R022707350000051.002, R022707350000051.168, R022707350000051.169, R022707350000051.170, R022707350000051.171, R022707350000051.172, R022707350000051.173, R022707350000051.174, R022707350000051.175, R022707350000051.176, R022707350000051.177, R022707350000051.178, and R022707350000055.000 from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R022707361000029.000, aka 7805 Terry Drive, from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Nick Amberger. Second by Larry Dorsey. Approved.

AGENDA ITEM SUMMARY SHEET

Agenda of:12/5/2023

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
cover letter	Cover Memo	11/30/2023
study report	Cover Memo	11/30/2023
PC results	Cover Memo	11/30/2023
packet	Cover Memo	11/30/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/30/2023 - 4:02 PM

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

November 30, 2023

City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on November 16, 2023 held a Public Hearing to consider **Proposed Zoning Map Amendments** for the recently annexed areas of Kings Branch, Orchard Estates and the Cottage Hill Corridor**.**

After discussion it was decided to recommend approval of the **Proposed Zoning Map Amendments**, with additional amendments discussed during the Public Hearing, to the City Council.

Copies of the staff report and results agenda listing the additional amendments are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

bh
Attachments

Planning Commission
November 16, 2023

Proposed Zoning Map Amendments

For recently annexed areas

Report Contents: **Page**

Considerations 2
Kings Branch Proposed Zoning Map 3
Orchard Estates Proposed Zoning Map 4
Cottage Hill Corridor North Proposed Zoning Map .. 5
Cottage Hill Corridor South Proposed Zoning Map .. 6

Overview

On July 18, 2023, an election for annexation was held for four (4) areas contiguous to the City of Mobile. Three (3) areas, Kings Branch, Orchard Estates and the Cottage Hill Corridor voted to be annexed into the City. The vote was certified on July 25.

When properties are annexed into the City, they are assigned an R-1, Single-Family Residential zoning designation. In accordance with state law, the next planning step is to update the City's Comprehensive plan; specifically the Future Land Use Map (FLUM) and the Major Street Plan (MSP) components to assign Future Land Use Categories and Functional Classifications for the streets. The Planning Commission approved the amendments to the FLUM and MSP at their October 5, 2023 meeting.

The process for rezoning the annexed areas is based on legal requirements and is as follows:

A. Planning Commission Public Hearing and Recommendation

1. Call for Public Hearing (October 19, 2023) and Legal Advertisement (October 25, November 1 and November 8, 2023)
2. Public Hearing (November 16, 2023) and Recommendation to City Council (To be determined)

B. City Council Public Hearing and Final Decision

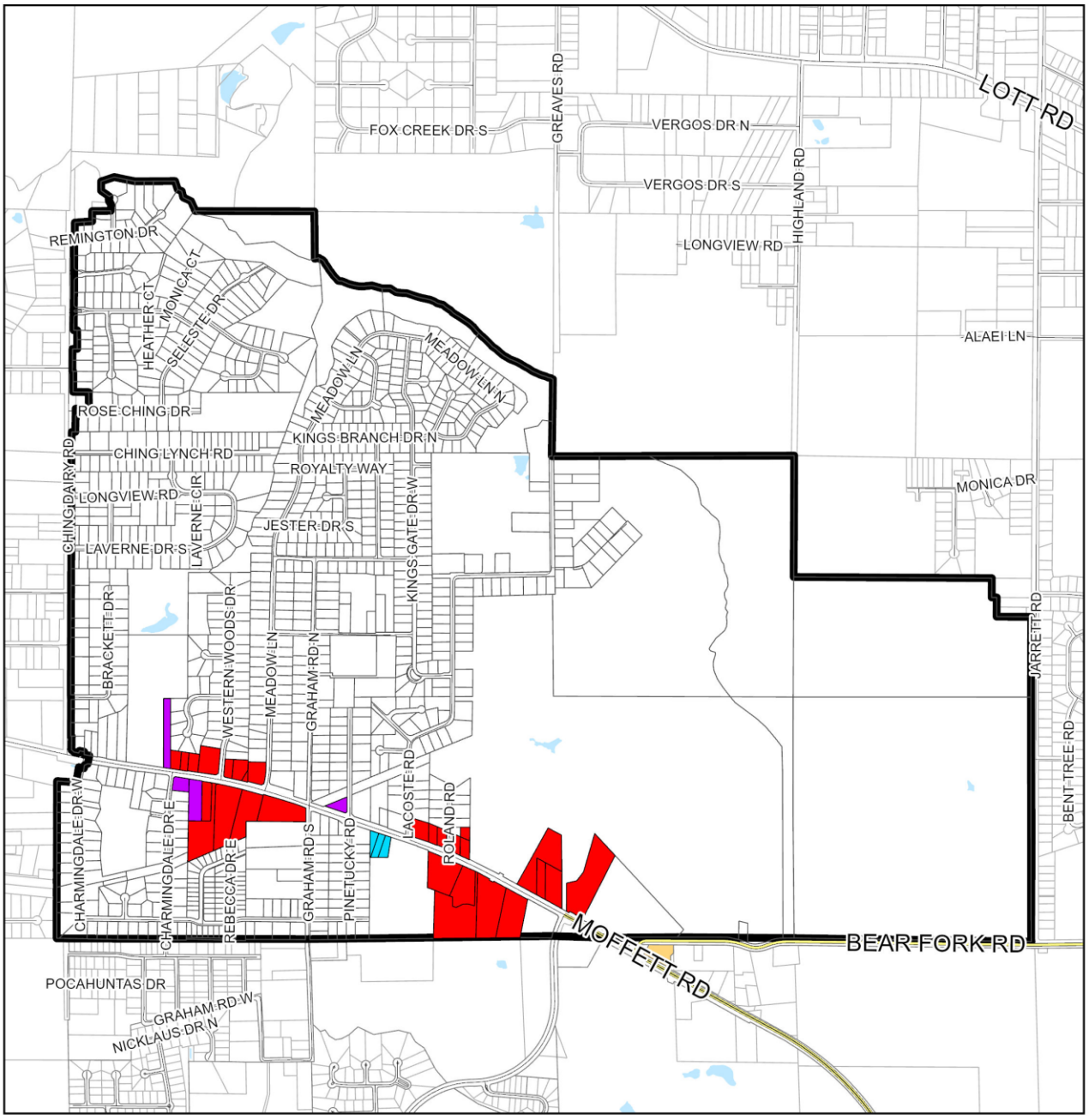
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3. Final Decision (To be determined)

Based on the adopted FLUM, MSP and analysis of the existing built environment, a zoning study was prepared. The Planning Commission called for the public hearing at their October 16, 2023 meeting. The study and hearing have been advertised as required by law and two community meetings (October 30, 2023 and November 2, 2023) were held. The maps are included in this report and are available for viewing on both the Build Mobile and Map for Mobile websites. Comments will be received via the portal and email until November 10, 2023. After the portal is closed the comments received via the portal and email will be amended to this report and published prior to the public hearing on November 16, 2023 at 2:00 pm.

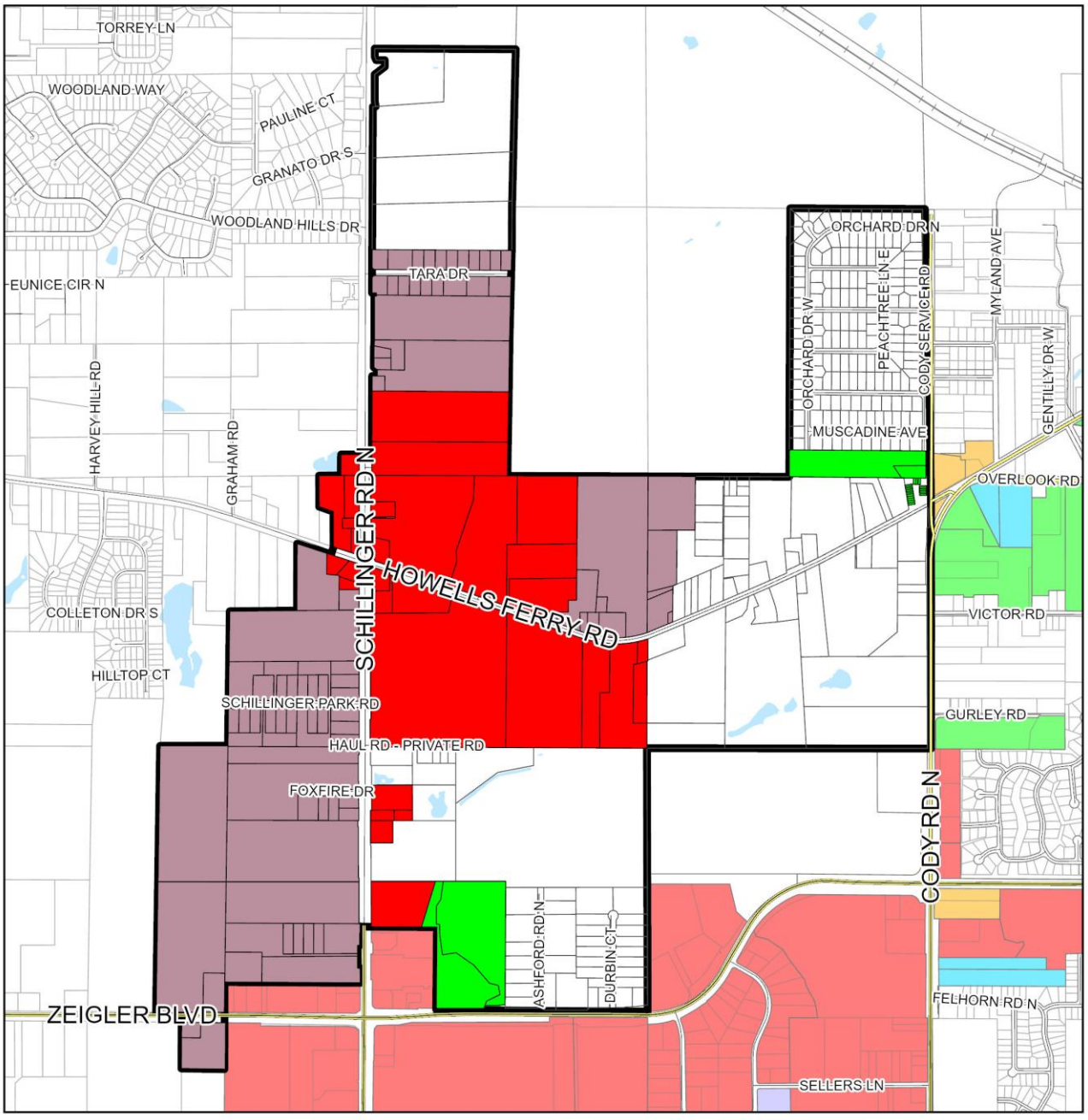
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The Planning Commission should review the proposed zoning study on the following pages and via the links provided above. An amended report with comments received by November 10th will be provided to the Planning Commission and published on the website prior to the November 16th hearing. The Commission should factor in all aspects of the study, including comments provided to the Commission prior to the hearing, as well as any comments received at the public hearing on November 16th to formulate a recommendation to the City Council.

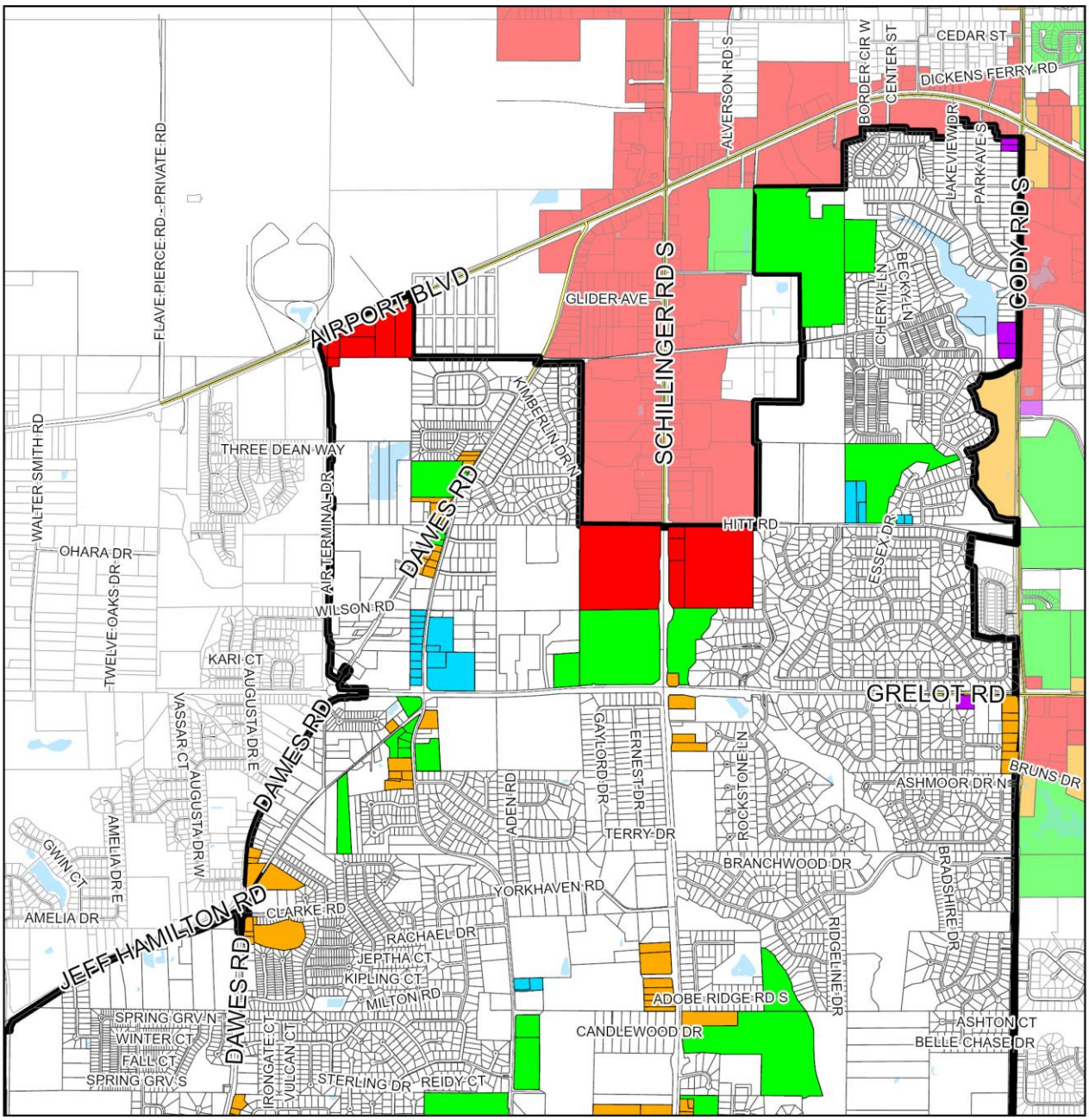
PROPOSED ZONING MAP



PROPOSED ZONING MAP



PROPOSED ZONING MAP



Cottage Hill
NORTH CORRIDOR

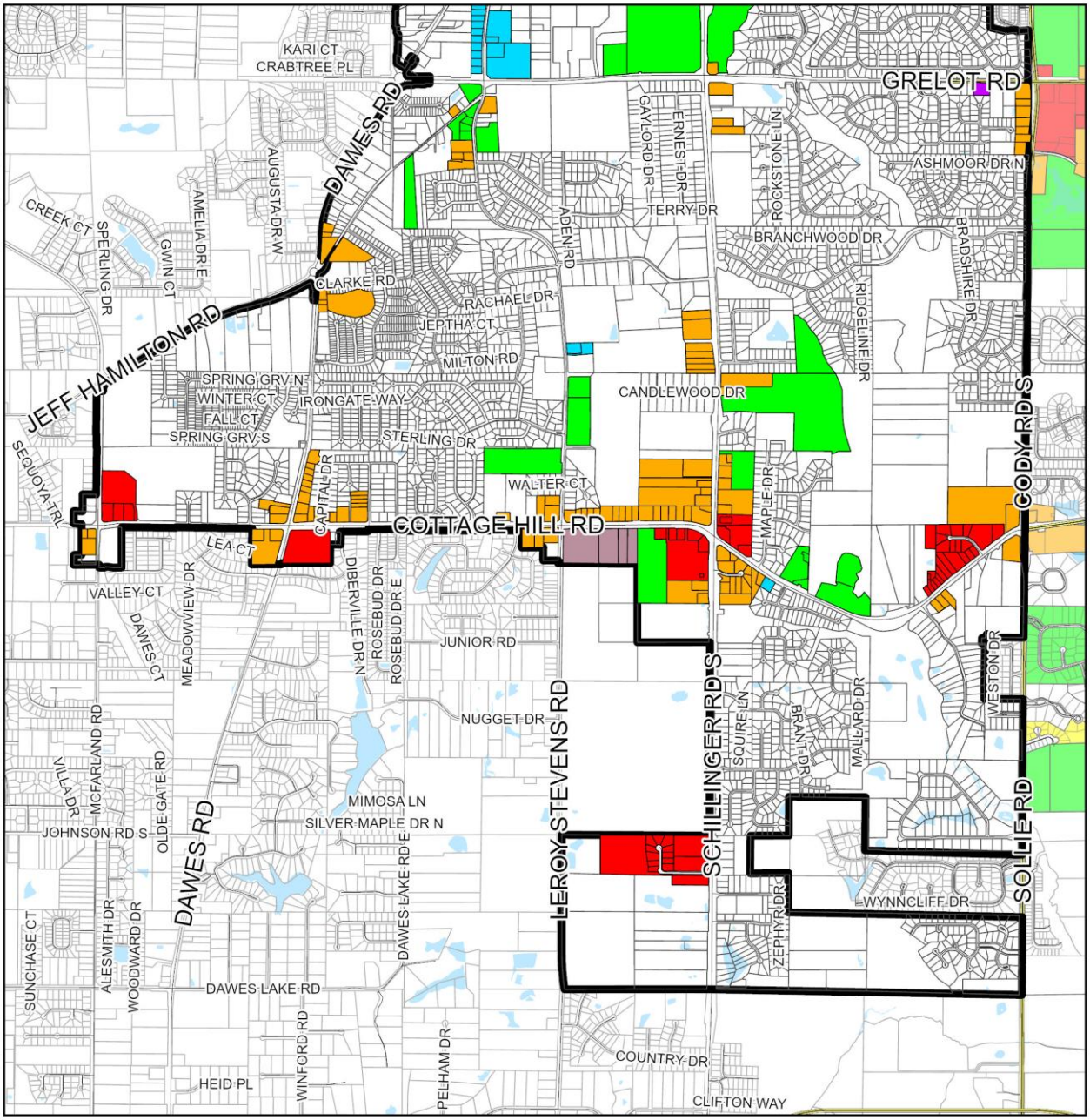
Zoning Districts

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- B-2 Neighborhood Business
- B-3 Community Business

N

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PROPOSED ZONING MAP



Cottage Hill
SOUTH CORRIDOR

Zoning Districts

- R-1 Single-Family Residential
- R-3 Multi-Family Residential
- B-1 Buffer Business
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- CW Commercial Warehouse

N

NTS

Mobile Planning Commission
Results Agenda
November 16, 2023 – 2:00 P.M.

ADMINISTRATIVE

Roll Call

x	Mr. John W. "Jay" Stubbs, Jr., Chairman		Mr. Matt Anderson (MD)
x	Mr. Kirk Mattei, Vice Chairman	x	Mr. Nick Amberger (AO)
	Ms. Jennifer Denson, Secretary	x	Mr. Josh Woods (CC)
	Ms. Shirley Sessions	x	Mr. Harry Brislin, IV (S)
x	Mr. Larry Dorsey	x	Mr. Kenny Nichols (S)
x	Mr. Chad Anderson		
(S) Supernumerary	(MD) Mayor's Designee	(AO) Administrative Official	(CC) City Council Representative

Staff: Jonathan Ellzey, George Davis, Victoria Burch, Doug Anderson, Margaret Pappas, Logan Anderson, Shayla Beaco

Adoption of the Agenda: Motion to adopt by Josh Woods. Second by Nick Amberger. Adopted.

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Motion to approve by Josh Woods. Second by Kirk Mattei. Approved.

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Motion to approve by Josh Woods. Second by Kirk Mattei. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of a portion of Parcel I.D. R022707254000004.000, as described by the revised legal description of the property submitted by the property owner, from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3). The balance of Parcel I.D. R022707254000004.000 is

recommended to be rezoned from Single-Family Residential Suburban District (R-1) to Multi-Family Residential Suburban District (R-3).

- Kirk Mattei recused.

Motion to approve by Nick Amberger. Second by Chad Anderson. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R023401020001048.002 and R023401020001048.003 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Josh Woods. Second by Chad Anderson. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023401020001010.001 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Nick Amberger. Second by Josh Woods. Approved.

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Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

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Motion to approve by Chad Anderson. Second by Josh Woods. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023401020002009.000 from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).

- Kenny Nichols recused.

  Motion to approve by Chad Anderson. Second by Nick Amberger. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R023303061000010.000 and R023303061000011.000 from R-1, Single-Family Residential Suburban District to Community Business Suburban District (B-3).

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Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R022707361000029.000, aka 7805 Terry Drive, from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Nick Amberger. Second by Larry Dorsey. Approved.

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
Newly annexed areas in Kings Branch, Orchard Estates and the Cottage Hill Corridor

Pursuant to Resolution of the Mobile, Alabama City Council adopted December 5, 2023, a public hearing will be held on the 2nd day of January, 2024, at 10:30 a.m., to consider adoption of an ordinance to rezone newly annexed areas in Kings Branch, Orchard Estates and the Cottage Hill Corridor, effective July 25, 2023, from R-1, Single-Family Residential Suburban District, to B-3, Community Business 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.

Maps of the Proposed Zoning Amendments are available for viewing at the following websites:

1. Build Mobile – Maps (interactive map):
   https://www.buildmobile.org/maps/
2. Map for Mobile (printable maps):
   https://mapformobile.org/zoningmapcomment/

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:

Kings Branch annexed area
(28 parcels)

R022308283000001.002
R022309293000014.001
R022309293000014.003
R022309293000015.000
R022309293000015.01
R022309293000027.000
R022309293000028.000
R022309293000028.001
R022309293000028.002
R022309293000050.000
R022309293000077.001
R022309293000077.002
R022309293000077.003
R022309293000077.004

R022309294000001.001
R022309294000001.002
R022309294000001.03
R022309294000001.05
R022309294000001.06
R022309294000002.000
R022309294000010.000
R022309294000011.000
R022309294000012.000
R022309294000108.000
R022309294000108.002
R022309294000108.003
R022309294000110.000
R022309294000110.001

Orchard Estates annexed area
(32 parcels)

R022701010000096.000
R022701120000001.000
R022701120000002.000
R022701120000003.000
R022701120000003.002
R022701120000016.000
R022701120000016.003
R022701120000016.004
R022803063000002.000
R022803063000003.000
R022803072000005.002
R022803072000006.000
R022803072000007.000
R022803072000008.001
R022803072000008.002
R022803072000008.003
R022803072000008.004
R022803072000008.01
R022803072000009.000
R022803072000009.001
R022803072000009.002
R022803072000010.000
R022803072000011.000
R022803072000012.000
R022803072000013.000
R022803072000014.000
R022803072000015.000
R022803073000001.01
R022803073000016.000
R022803073000016.003
R022803073000016.004
R022803073000017.002

Cottage Hill Corridor annexed area
(89 parcels)

R022706230000002.001
R022706243000015.000
R022706243000016.000
R022706243000017.000
R022706243000017.001
R022706243000017.01
R022707252000032.001
R022707254000001.000
R022707260000001.001
R022707350000051.002
R022707350000051.168
R022707350000051.169
R022707350000051.170
R022707350000051.171
R022707350000051.172
R022707350000051.173
R022707350000051.174
R022707350000051.175
R022707350000051.176
R022707350000051.177
R022707350000051.178
R022707350000055.000
R022809303000002.000
R022809303000002.001
R022809303000002.002
R022809303000002.003
R022809312000004.010
R023303061000010.000
R023303061000011.000
R023303062000050.002

R023303062000050.008
R023303063000030.000
R023303063000030.002
R023303063000030.004
R023303063000031.012
R023303064000002.000
R023303064000005.000
R023303064000006.000
R023303064000007.000
R023303064000008.000
R023303064000009.000
R023303064000010.000
R023303064000011.000
R023303064000012.000
R023303064000013.000
R023303064000014.000
R023303064000015.000
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R023303064000019.000
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R023401014000002.001
R023401014000002.003
R023401014000002.004
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R023401124000002.000
R023401124000002.003
R023401124000002.007
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R023401124000002.009
R023401124000002.010
R023401124000002.011
R023401124000002.012
R023401124000002.013
R023401124000002.014
R023401124000002.015
R023401124000002.016
R023401124000002.017
R023401124000002.018
R023401124000007.000

And the following portion of parcel R022707254000004.000:

Commencing at the Northwest corner of the Southeast quarter of the Southeast quarter of Section 25, Township 4 South, Range 3 West, Mobile County, Alabama; Thence N-89°-36'-58"-E, along the North line of the Southeast quarter of the Southeast quarter of said Section 25, for 628.51 feet to the Point of Beginning of the parcel herein described; Thence continue N-89°-36'-58"-E, along the North line of the Southeast quarter of the Southeast quarter of said Section 25, for 626.26 feet to a point at the intersection of the North line of the Southeast quarter of the Southeast quarter of said Section 25 with the West right of way line of Schillinger Road, (variable width public R\W); Thence S-02°-51'-49"-E, along the West right of way line of said Schillinger Road, for 130.56 feet; Thence S-00°-07'-34"-W, along the West right of way line of said Schillinger Road, for 99.81 feet; Thence S-05°-26'-09"-E, along the West right of way line of said Schillinger Road, for 100.53 feet; Thence S-00°-16'-27"-W, along the West right of way line of said Schillinger Road, for 99.89 feet; Thence S-08°-41'-35"-E, along the West right of way line of said Schillinger Road, for 42.32 feet; Thence N-89°-06'-28"-W, leaving the West right of way line of said Schillinger Road, for 176.41 feet; Thence S-00°-54'-47"-W for 12.08 feet; Thence N-89°-06'-28"-W for 340.78 feet; Thence S-22°-23'-32"-W for 34.36 feet; Thence N-89°-06'-28"-W for 199.89 feet; Thence N-01°-00'-57"-E for 231.47 feet; Thence S-89°-06'-28"-E for 90.00 feet; Thence N-00°-23'-02"-W for 270.52 feet to the Point of Beginning, and containing 323,785 square feet or 7.365 acres, more or less.

The classification of said property is hereby changed from R-1, Single-Family Residential - Suburban to B-3, Community Business – Suburban, 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 B-3, Community Business – Suburban, 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.

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 2nd 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 Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 13th day of December, 2023 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the rezoning of the following described properties located in the Kings Branch, Orchard Estates and Cottage Hill Corridor areas that annexed into the City of Mobile effective July 25, 2023 from R-1, Single-Family Residential - Suburban to B-3, Community Business – Suburban:

Kings Branch annexed area		
(28 parcels)		
R022308283000001.002	R022309293000077.001	R022309294000010.000
R022309293000014.001	R022309293000077.002	R022309294000011.000
R022309293000014.003	R022309293000077.003	R022309294000012.000
R022309293000015.000	R022309293000077.004	R022309294000108.000
R022309293000015.01	R022309294000001.001	R022309294000108.002
R022309293000027.000	R022309294000001.002	R022309294000108.003
R022309293000028.000	R022309294000001.03	R022309294000110.000
R022309293000028.001	R022309294000001.05	R022309294000110.001
R022309293000028.002	R022309294000001.06	
R022309293000050.000	R022309294000002.000	
Orchard Estates annexed area		
(32 parcels)		
R022701010000096.000	R022803072000006.000	R022803072000011.000
R022701120000001.000	R022803072000007.000	R022803072000012.000
R022701120000002.000	R022803072000008.001	R022803072000013.000
R022701120000003.000	R022803072000008.002	R022803072000014.000
R022701120000003.002	R022803072000008.003	R022803072000015.000
R022701120000016.000	R022803072000008.004	R022803073000001.01
R022701120000016.003	R022803072000008.01	R022803073000016.000
R022701120000016.004	R022803072000009.000	R022803073000016.003
R022803063000002.000	R022803072000009.001	R022803073000016.004
R022803063000003.000	R022803072000009.002	R022803073000017.002
R022803072000005.002	R022803072000010.000	

Cottage Hill Corridor annexed area
(89 parcels)

R022706230000002.001	R023303062000050.008	R023401014000002.001
R022706243000015.000	R023303063000030.000	R023401014000002.003
R022706243000016.000	R023303063000030.002	R023401014000002.004
R022706243000017.000	R023303063000030.004	R023401014000002.005
R022706243000017.001	R023303063000031.012	R023401014000002.006
R022706243000017.01	R023303064000002.000	R023401014000002.011
R022707252000032.001	R023303064000005.000	R023401020001075.000
R022707254000001.000	R023303064000006.000	R023401020002009.000
R022707260000001.001	R023303064000007.000	R023401020002009.001
R022707350000051.002	R023303064000008.000	R023401020002009.002
R022707350000051.168	R023303064000009.000	R023401020002009.003
R022707350000051.169	R023303064000010.000	R023401020002009.004
R022707350000051.170	R023303064000011.000	R023401124000001.000
R022707350000051.171	R023303064000012.000	R023401124000002.000
R022707350000051.172	R023303064000013.000	R023401124000002.003
R022707350000051.173	R023303064000014.000	R023401124000002.007
R022707350000051.174	R023303064000015.000	R023401124000002.008
R022707350000051.175	R023303064000016.000	R023401124000002.009
R022707350000051.176	R023303064000017.001	R023401124000002.010
R022707350000051.177	R023303064000019.000	R023401124000002.011
R022707350000051.178	R023303064000020.000	R023401124000002.012
R022707350000055.000	R023303064000020.001	R023401124000002.013
R022809303000002.000	R023303064000020.003	R023401124000002.014
R022809303000002.001	R023303064000021.000	R023401124000002.015
R022809303000002.002	R023303064000022.000	R023401124000002.016
R022809303000002.003	R023303064000023.000	R023401124000002.017
R022809312000004.010	R023303064000023.001	R023401124000002.018
R023303061000010.000	R023303064000024.000	R023401124000007.000
R023303061000011.000	R023303064000025.000	
R023303062000050.002	R023401014000002.000	

And the following portion of parcel R022707254000004.000:

Commencing at the Northwest corner of the Southeast quarter of the Southeast quarter of Section 25, Township 4 South, Range 3 West, Mobile County, Alabama; Thence N-89°-36'-58"-E, along the North line of the Southeast quarter of the Southeast quarter of said Section 25, for 628.51 feet to the Point of Beginning of the parcel herein described; Thence continue N-89°-36'-58"-E, along the North line of the Southeast quarter of the Southeast quarter of said Section 25, for 626.26 feet to a point at the intersection of the North line of the Southeast quarter of the Southeast quarter of said Section 25 with the West right of way line of Schillinger Road, (variable width public R\W); Thence S-02°-51'-49"-E, along the West right of way line of said Schillinger Road, for 130.56 feet; Thence S-00°-07'-34"-W, along the West right of way line of said Schillinger Road, for 99.81 feet; Thence S-05°-26'-09"-E, along the West right of way line of said Schillinger Road, for 100.53 feet; Thence S-00°-16'-27"-W, along the West right of way line of said Schillinger Road, for 99.89 feet; Thence S-08°-41'-35"-E, along the West right of way line of said Schillinger Road, for 42.32 feet; Thence N-89°-06'-28"-W, leaving the West right of way line of said Schillinger Road, for 176.41 feet; Thence S-00°-54'-47"-W for 12.08 feet; Thence N-89°-06'-28"-W for 340.78 feet; Thence S-22°-23'-32"-W for 34.36 feet; Thence N-89°-06'-28"-W for 199.89 feet; Thence N-01°-00'-57"-E for 231.47 feet; Thence S-89°-06'-28"-E for 90.00 feet; Thence N-00°-23'-02"-W for 270.52 feet to the Point of Beginning, and containing 323,785 square feet or 7.365 acres, more or less.

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

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

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

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

Kings Branch annexed area
(28 parcels)

R022308283000001.002
R022309293000014.001
R022309293000014.003
R022309293000015.000
R022309293000015.01
R022309293000027.000
R022309293000028.000
R022309293000028.001
R022309293000028.002
R022309293000050.000
R022309293000077.001
R022309293000077.002
R022309293000077.003
R022309293000077.004
R022309294000001.001
R022309294000001.002
R022309294000001.03
R022309294000001.05
R022309294000001.06
R022309294000002.000
R022309294000010.000
R022309294000011.000
R022309294000012.000
R022309294000108.000
R022309294000108.002
R022309294000108.003
R022309294000110.000
R022309294000110.001

Orchard Estates annexed area
(32 parcels)

R022701010000096.000
R022701120000001.000
R022701120000002.000
R022701120000003.000
R022701120000003.002
R022701120000016.000
R022701120000016.003
R022701120000016.004
R022803063000002.000
R022803063000003.000
R022803072000005.002
R022803072000006.000
R022803072000007.000
R022803072000008.001

R022803072000008.002
R022803072000008.003
R022803072000008.004
R022803072000008.01
R022803072000009.000
R022803072000009.001
R022803072000009.002
R022803072000010.000
R022803072000011.000
R022803072000012.000
R022803072000013.000
R022803072000014.000
R022803072000015.000
R022803073000001.01
R022803073000016.000
R022803073000016.003
R022803073000016.004
R022803073000017.002

Cottage Hill Corridor annexed area
(89 parcels)

R022706230000002.001
R022706243000015.000
R022706243000016.000
R022706243000017.000
R022706243000017.001
R022706243000017.01
R022707252000032.001
R022707254000001.000
R022707260000001.001
R022707350000051.002
R022707350000051.168
R022707350000051.169
R022707350000051.170
R022707350000051.171
R022707350000051.172
R022707350000051.173
R022707350000051.174
R022707350000051.175
R022707350000051.176
R022707350000051.177
R022707350000051.178
R022707350000055.000
R022809303000002.000
R022809303000002.001
R022809303000002.002
R022809303000002.003
R022809312000004.010
R023303061000010.000
R023303061000011.000
R023303062000050.002
R023303062000050.008
R023303063000030.000
R023303063000030.002
R023303063000030.004
R023303063000031.012
R023303064000002.000
R023303064000005.000
R023303064000006.000
R023303064000007.000
R023303064000008.000
R023303064000009.000
R023303064000010.000
R023303064000011.000
R023303064000012.000
R023303064000013.000
R023303064000014.000
R023303064000015.000
R023303064000016.000
R023303064000017.001
R023303064000019.000
R023303064000020.000
R023303064000020.001
R023303064000020.003
R023303064000021.000
R023303064000022.000
R023303064000023.000
R023303064000023.001
R023303064000024.000
R023303064000025.000
R023401014000002.000
R023401014000002.001
R023401014000002.003
R023401014000002.004
R023401014000002.005
R023401014000002.006
R023401014000002.011

R023401020001075.000	R023401124000002.009
R023401020002009.000	R023401124000002.010
R023401020002009.001	R023401124000002.011
R023401020002009.002	R023401124000002.012
R023401020002009.003	R023401124000002.013
R023401020002009.004	R023401124000002.014
R023401124000001.000	R023401124000002.015
R023401124000002.000	R023401124000002.016
R023401124000002.003	R023401124000002.017
R023401124000002.007	R023401124000002.018
R023401124000002.008	R023401124000007.000

And the following portion of parcel R022707254000004.000:

Commencing at the Northwest corner of the Southeast quarter of the Southeast quarter of Section 25, Township 4 South, Range 3 West, Mobile County, Alabama; Thence N-89°-36'-58"-E, along the North line of the Southeast quarter of the Southeast quarter of said Section 25, for 628.51 feet to the Point of Beginning of the parcel herein described; Thence continue N-89°-36'-58"-E, along the North line of the Southeast quarter of the Southeast quarter of said Section 25, for 626.26 feet to a point at the intersection of the North line of the Southeast quarter of the Southeast quarter of said Section 25 with the West right of way line of Schillinger Road, (variable width public R\W); Thence S-02°-51'-49"-E, along the West right of way line of said Schillinger Road, for 130.56 feet; Thence S-00°-07'-34"-W, along the West right of way line of said Schillinger Road, for 99.81 feet; Thence S-05°-26'-09"-E, along the West right of way line of said Schillinger Road, for 100.53 feet; Thence S-00°-16'-27"-W, along the West right of way line of said Schillinger Road, for 99.89 feet; Thence S-08°-41'-35"-E, along the West right of way line of said Schillinger Road, for 42.32 feet; Thence N-89°-06'-28"-W, leaving the West right of way line of said Schillinger Road, for 176.41 feet; Thence S-00°-54'-47"-W for 12.08 feet; Thence N-89°-06'-28"-W for 340.78 feet; Thence S-22°-23'-32"-W for 34.36 feet; Thence N-89°-06'-28"-W for 199.89 feet; Thence N-01°-00'-57"-E for 231.47 feet; Thence S-89°-06'-28"-E for 90.00 feet; Thence N-00°-23'-02"-W for 270.52 feet to the Point of Beginning, and containing 323,785 square feet or 7.365 acres, more or less.

The classification of said property is hereby changed from **R-1, Single-Family Residential - Suburban to B-3, Community Business – Suburban,** 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 **B-3, Community Business – Suburban,** 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.

AN ORDINANCE

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

Adopted:

_____

Lisa Lambert, City Clerk

City of Mobile
Various properties in the Kings Branch, Orchard Estates and Cottage Hill Corridor Annexed Areas

R-1 to B-3

Council District 6
Josh Woods

Council District 7
Gina Gregory

AGENDA ITEM SUMMARY SHEET

Agenda of:12/5/2023

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	11/30/2023
cover letter	Cover Memo	11/30/2023
study report	Cover Memo	11/30/2023
PC results	Cover Memo	11/30/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/30/2023 - 4:12 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
Newly annexed areas in Orchard Estates and the Cottage Hill Corridor

Pursuant to Resolution of the Mobile, Alabama City Council adopted December 5, 2023, a public hearing will be held on the 2nd day of January, 2024, at 10:30 a.m., to consider adoption of an ordinance to rezone newly annexed areas in Orchard Estates and the Cottage Hill Corridor, effective July 25, 2023, from R-1, Single-Family Residential Suburban District, to CW, Commercial Warehouse.

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.

Maps of the Proposed Zoning Amendments are available for viewing at the following websites:

1. Build Mobile – Maps (interactive map):
   https://www.buildmobile.org/maps/
2. Map for Mobile (printable maps):
   https://mapformobile.org/zoningmapcomment/

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:

Orchard Estates annexed area
(90 parcels)

R022701120000016.001
R022701120000016.002
R022701120000020.01
R022701120000031.02
R022701120000032.000
R022701120000032.001
R022701120000033.000
R022701120000033.01
R022701120000033.02
R022701120000033.03
R022701120000033.04
R022701120000033.05
R022701120000033.06
R022701120000033.07

R022701120000033.08
R022701120000033.09
R022701120000033.10
R022701120000033.13
R022701120000033.15
R022701120000033.16
R022701120000033.17
R022701120000033.18
R022701120000033.19
R022701120000033.20
R022701120000033.21
R022701120000033.22
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R022701120000033.24
R022701120000033.25
R022701120000033.27
R022701120000033.28
R022701120000033.29
R022701120000034.000
R022701120000035.000
R022701120000035.001
R022701120000035.002
R022701120000035.003
R022701120000035.01
R022701120000035.02
R022701120000036.000
R022701120000036.001
R022701120000037.000
R022701120000037.001
R022701120000037.002
R022701120000037.003
R022701120000037.01
R022701120000037.02
R022701120000037.03
R022701120000037.04
R022701120000045.000
R022706130000003.000
R022706130000003.002
R022803063000004.000
R022803063000004.01
R022803063000004.02
R022803063000004.03
R022803063000004.04
R022803063000005.000
R022803063000006.000
R022803063000006.01
R022803063000006.02
R022803063000006.03
R022803063000006.04
R022803063000006.05
R022803063000006.06
R022803063000007.000
R022803063000008.000
R022803063000009.000
R022803063000010.000
R022803063000010.001
R022803063000010.002
R022803063000010.003
R022803063000011.000
R022803063000011.01
R022803063000011.02
R022803063000011.03
R022803063000012.000
R022803063000013.000
R022803071000015.000
R022803071000015.001
R022803071000016.000
R022803071000016.001
R022803071000021.000
R022803072000001.000
R022803072000001.01
R022803072000002.000
R022803072000003.000
R022803072000003.01
R022803072000005.000
R022803072000005.001

Cottage Hill Corridor annexed area
(4 parcels)

R023401014000003.000
R023401014000004.000

And that portion of the following parcels located within the city limits:
R023401014000005.000
R023401014000007.000

The classification of said property is hereby changed from R-1, Single-Family Residential - Suburban to CW, Commercial Warehouse, 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 CW, Commercial Warehouse, 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.

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 2nd 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 Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 13th day of December, 2023 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the rezoning of the following described properties located in the Orchard Estates and Cottage Hill Corridor areas that annexed into the City of Mobile effective July 25, 2023 from R-1, Single-Family Residential - Suburban to CW, Commercial Warehouse:

Orchard Estates annexed area
(90 parcels)

R022701120000016.001	R022701120000033.24	R022803063000004.02
R022701120000016.002	R022701120000033.25	R022803063000004.03
R022701120000020.01	R022701120000033.27	R022803063000004.04
R022701120000031.02	R022701120000033.28	R022803063000005.000
R022701120000032.000	R022701120000033.29	R022803063000006.000
R022701120000032.001	R022701120000034.000	R022803063000006.01
R022701120000033.000	R022701120000035.000	R022803063000006.02
R022701120000033.01	R022701120000035.001	R022803063000006.03
R022701120000033.02	R022701120000035.002	R022803063000006.04
R022701120000033.03	R022701120000035.003	R022803063000006.05
R022701120000033.04	R022701120000035.01	R022803063000006.06
R022701120000033.05	R022701120000035.02	R022803063000007.000
R022701120000033.06	R022701120000036.000	R022803063000008.000
R022701120000033.07	R022701120000036.001	R022803063000009.000
R022701120000033.08	R022701120000037.000	R022803063000010.000
R022701120000033.09	R022701120000037.001	R022803063000010.001
R022701120000033.10	R022701120000037.002	R022803063000010.002
R022701120000033.13	R022701120000037.003	R022803063000010.003
R022701120000033.15	R022701120000037.01	R022803063000011.000
R022701120000033.16	R022701120000037.02	R022803063000011.01
R022701120000033.17	R022701120000037.03	R022803063000011.02
R022701120000033.18	R022701120000037.04	R022803063000011.03
R022701120000033.19	R022701120000045.000	R022803063000012.000
R022701120000033.20	R022706130000003.000	R022803063000013.000
R022701120000033.21	R022706130000003.002	R022803071000015.000
R022701120000033.22	R022803063000004.000	R022803071000015.001
R022701120000033.23	R022803063000004.01	R022803071000016.000

R022803071000016.001	R022803072000001.01	R022803072000003.01
R022803071000021.000	R022803072000002.000	R022803072000005.000
R022803072000001.000	R022803072000003.000	R022803072000005.001

Cottage Hill Corridor annexed area
(4 parcels)

R023401014000003.000	And that portion of the following parcels located within the city limits:
R023401014000004.000	R023401014000005.000
	R023401014000007.000

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

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

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

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

Orchard Estates annexed area
(90 parcels)

R022701120000016.001
R022701120000016.002
R022701120000020.01
R022701120000031.02
R022701120000032.000
R022701120000032.001
R022701120000033.000
R022701120000033.01
R022701120000033.02
R022701120000033.03
R022701120000033.04
R022701120000033.05
R022701120000033.06
R022701120000033.07
R022701120000033.08
R022701120000033.09
R022701120000033.10
R022701120000033.13
R022701120000033.15
R022701120000033.16
R022701120000033.17
R022701120000033.18
R022701120000033.19
R022701120000033.20
R022701120000033.21
R022701120000033.22
R022701120000033.23
R022701120000033.24
R022701120000033.25
R022701120000033.27
R022701120000033.28
R022701120000033.29
R022701120000034.000
R022701120000035.000
R022701120000035.001
R022701120000035.002
R022701120000035.003
R022701120000035.01
R022701120000035.02
R022701120000036.000
R022701120000036.001
R022701120000037.000
R022701120000037.001
R022701120000037.002
R022701120000037.003
R022701120000037.01
R022701120000037.02
R022701120000037.03
R022701120000037.04
R022701120000045.000

R022706130000003.000
R022706130000003.002
R022803063000004.000
R022803063000004.01
R022803063000004.02
R022803063000004.03
R022803063000004.04
R022803063000005.000
R022803063000006.000
R022803063000006.01
R022803063000006.02
R022803063000006.03
R022803063000006.04
R022803063000006.05
R022803063000006.06
R022803063000007.000
R022803063000008.000
R022803063000009.000
R022803063000010.000
R022803063000010.001
R022803063000010.002
R022803063000010.003
R022803063000011.000
R022803063000011.01
R022803063000011.02
R022803063000011.03
R022803063000012.000
R022803063000013.000
R022803071000015.000
R022803071000015.001
R022803071000016.000
R022803071000016.001
R022803071000021.000
R022803072000001.000
R022803072000001.01
R022803072000002.000
R022803072000003.000
R022803072000003.01
R022803072000005.000
R022803072000005.001

Cottage Hill Corridor annexed area
(4 parcels)

R023401014000003.000
R023401014000004.000

And that portion of the following parcels located within the city limits:
R023401014000005.000
R023401014000007.000

The classification of said property is hereby changed from **R-1, Single-Family Residential - Suburban to CW, Commercial Warehouse,** 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 **CW, Commercial Warehouse**, 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.

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

Adopted:

_____

Lisa Lambert, City Clerk

City of Mobile
Various properties in the Orchard Estates and Cottage Hill Corridor Annexed Areas

R-1 to CW

Council District 6
Josh Woods

Council District 7
Gina Gregory

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

November 30, 2023

City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on November 16, 2023 held a Public Hearing to consider **Proposed Zoning Map Amendments** for the recently annexed areas of Kings Branch, Orchard Estates and the Cottage Hill Corridor**.**

After discussion it was decided to recommend approval of the **Proposed Zoning Map Amendments**, with additional amendments discussed during the Public Hearing, to the City Council.

Copies of the staff report and results agenda listing the additional amendments are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

bh
Attachments

Planning Commission
November 16, 2023

Proposed Zoning Map Amendments

For recently annexed areas

Report Contents: **Page**

Considerations 2
Kings Branch Proposed Zoning Map 3
Orchard Estates Proposed Zoning Map 4
Cottage Hill Corridor North Proposed Zoning Map .. 5
Cottage Hill Corridor South Proposed Zoning Map .. 6

Overview

On July 18, 2023, an election for annexation was held for four (4) areas contiguous to the City of Mobile. Three (3) areas, Kings Branch, Orchard Estates and the Cottage Hill Corridor voted to be annexed into the City. The vote was certified on July 25.

When properties are annexed into the City, they are assigned an R-1, Single-Family Residential zoning designation. In accordance with state law, the next planning step is to update the City's Comprehensive plan; specifically the Future Land Use Map (FLUM) and the Major Street Plan (MSP) components to assign Future Land Use Categories and Functional Classifications for the streets. The Planning Commission approved the amendments to the FLUM and MSP at their October 5, 2023 meeting.

The process for rezoning the annexed areas is based on legal requirements and is as follows:

A. Planning Commission Public Hearing and Recommendation

1. Call for Public Hearing (October 19, 2023) and Legal Advertisement (October 25, November 1 and November 8, 2023)
2. Public Hearing (November 16, 2023) and Recommendation to City Council (To be determined)

B. City Council Public Hearing and Final Decision

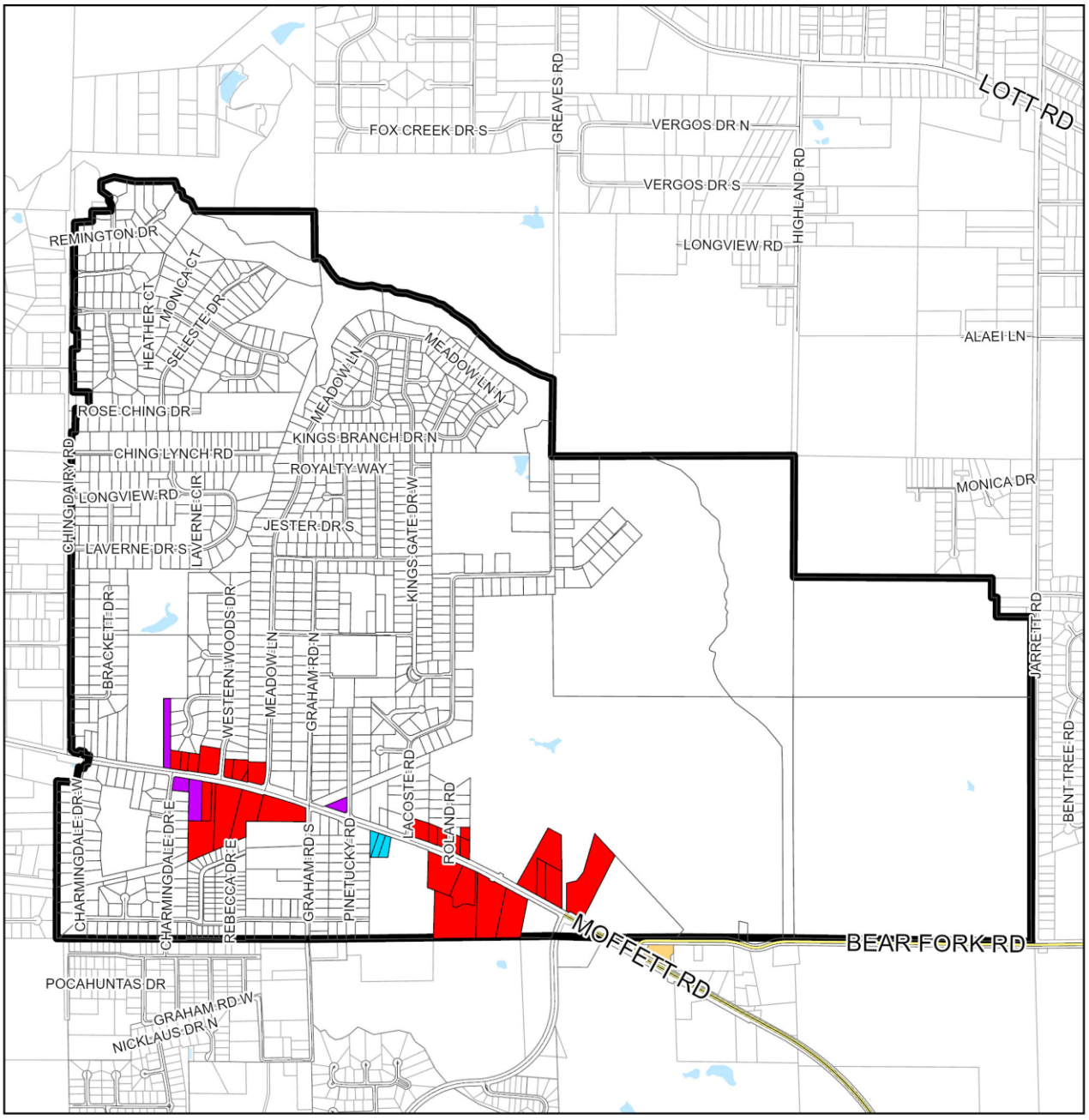
1. Call for Public Hearing & Legal Advertisement (To be determined)
2. Public Hearing (To be determined)
3. Final Decision (To be determined)

Based on the adopted FLUM, MSP and analysis of the existing built environment, a zoning study was prepared. The Planning Commission called for the public hearing at their October 16, 2023 meeting. The study and hearing have been advertised as required by law and two community meetings (October 30, 2023 and November 2, 2023) were held. The maps are included in this report and are available for viewing on both the Build Mobile and Map for Mobile websites. Comments will be received via the portal and email until November 10, 2023. After the portal is closed the comments received via the portal and email will be amended to this report and published prior to the public hearing on November 16, 2023 at 2:00 pm.

Considerations

The Planning Commission should review the proposed zoning study on the following pages and via the links provided above. An amended report with comments received by November 10th will be provided to the Planning Commission and published on the website prior to the November 16th hearing. The Commission should factor in all aspects of the study, including comments provided to the Commission prior to the hearing, as well as any comments received at the public hearing on November 16th to formulate a recommendation to the City Council.

PROPOSED ZONING MAP



Kings Branch

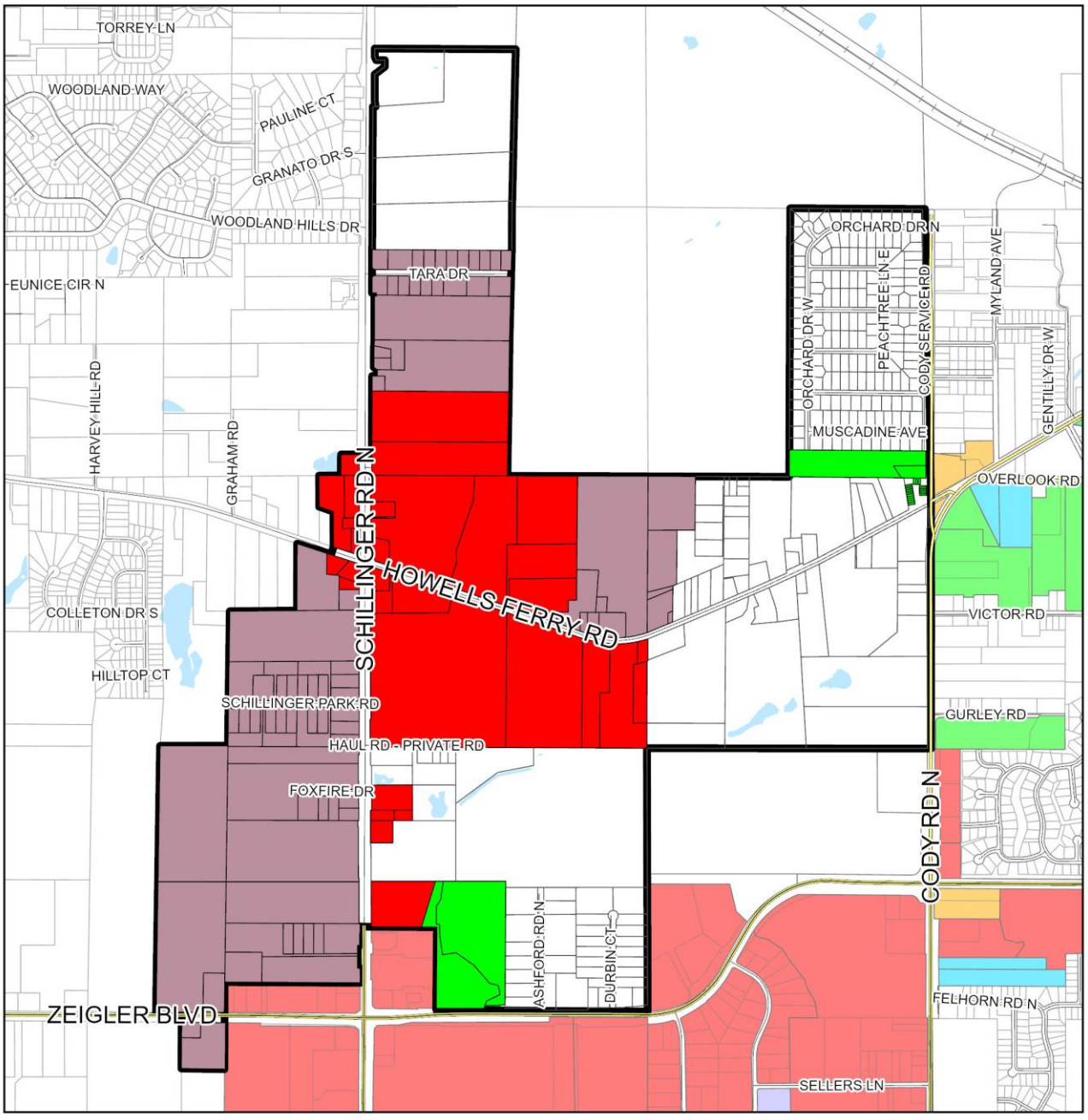
Zoning Districts

- R-1 Single-Family Residential
- B-1 Buffer Business
- LB-2 Limited Neighborhood Business
- B-3 Community Business

N

NTS

PROPOSED ZONING MAP



Orchard Estates

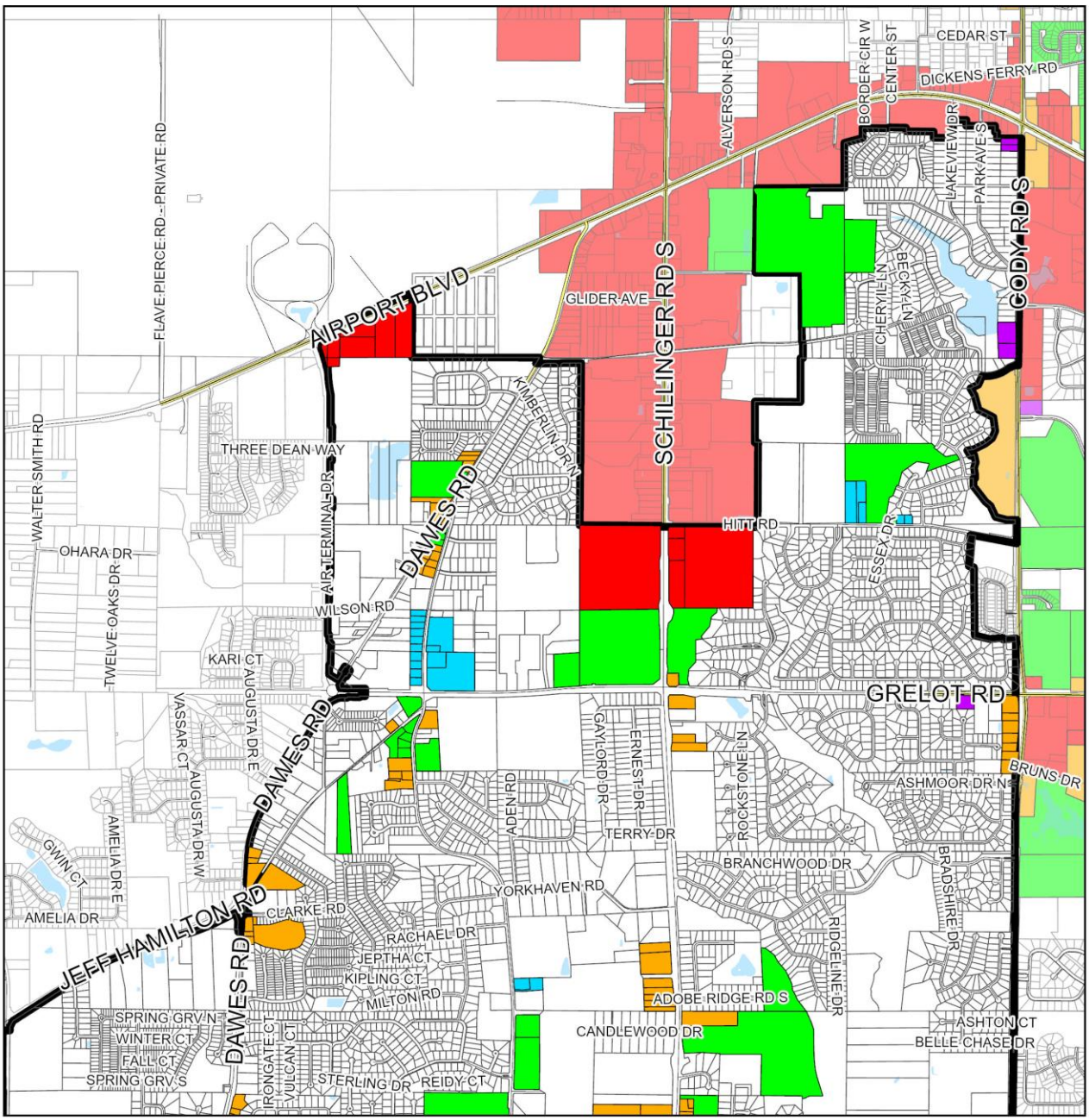
Zoning Districts

- R-1 Single-Family Residential
- R-3 Multi-Family Residential
- B-3 Community Business
- CW Commercial Warehouse

N

NTS

PROPOSED ZONING MAP



Cottage Hill
NORTH CORRIDOR

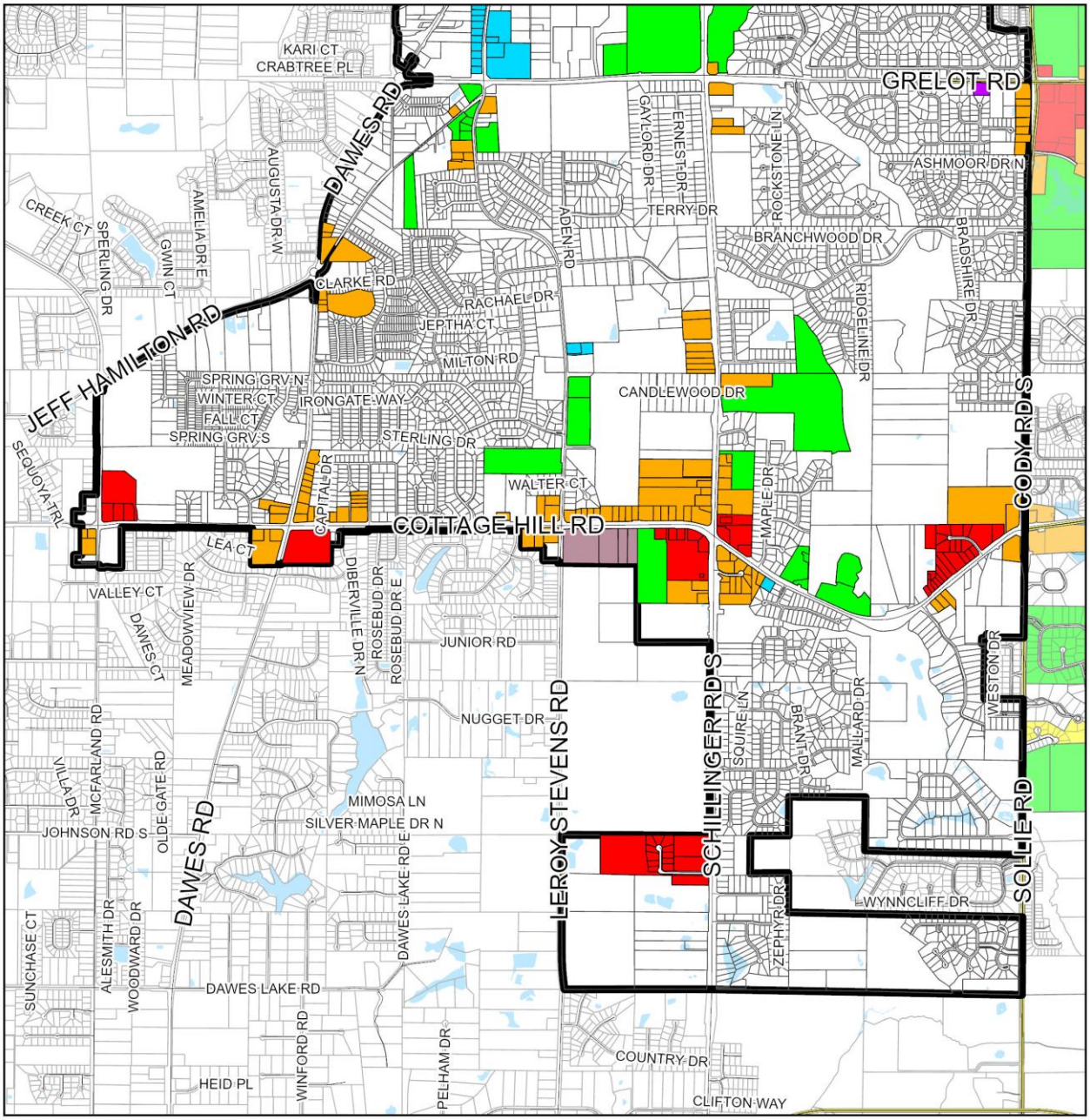
Zoning Districts

- R-1 Single-Family Residential
- R-3 Multi-Family Residential
- B-1 Buffer Business
- LB-2 Limited Neighborhood Business
- B-2 Neighborhood Business
- B-3 Community Business

N

NTS

PROPOSED ZONING MAP



Cottage Hill
SOUTH CORRIDOR

Zoning Districts

- R-1 Single-Family Residential
- R-3 Multi-Family Residential
- B-1 Buffer Business
- LB-2 Limited Neighborhood Business
- B-2 Neighborhood Business
- B-3 Community Business
- CW Commercial Warehouse

N

NTS

Mobile Planning Commission
Results Agenda
November 16, 2023 – 2:00 P.M.

ADMINISTRATIVE

Roll Call

x	Mr. John W. "Jay" Stubbs, Jr., Chairman		Mr. Matt Anderson (MD)
x	Mr. Kirk Mattei, Vice Chairman	x	Mr. Nick Amberger (AO)
	Ms. Jennifer Denson, Secretary	x	Mr. Josh Woods (CC)
	Ms. Shirley Sessions	x	Mr. Harry Brislin, IV (S)
x	Mr. Larry Dorsey	x	Mr. Kenny Nichols (S)
x	Mr. Chad Anderson		
(S) Supernumerary	(MD) Mayor's Designee	(AO) Administrative Official	(CC) City Council Representative

Staff: Jonathan Ellzey, George Davis, Victoria Burch, Doug Anderson, Margaret Pappas, Logan Anderson, Shayla Beaco

Adoption of the Agenda: Motion to adopt by Josh Woods. Second by Nick Amberger. Adopted.

OTHER BUSINESS

Public Hearing

Zoning Amendments for Annexed Areas

Motion to approve by Josh Woods. Second by Kirk Mattei. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R022809312000004.010 from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).

Motion to approve by Josh Woods. Second by Kirk Mattei. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of a portion of Parcel I.D. R022707254000004.000, as described by the revised legal description of the property submitted by the property owner, from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3). The balance of Parcel I.D. R022707254000004.000 is

recommended to be rezoned from Single-Family Residential Suburban District (R-1) to Multi-Family Residential Suburban District (R-3).

- Kirk Mattei recused.

Motion to approve by Nick Amberger. Second by Chad Anderson. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R023401020001048.002 and R023401020001048.003 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Josh Woods. Second by Chad Anderson. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023401020001010.001 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Nick Amberger. Second by Josh Woods. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023401012000010.000 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Josh Woods. Second by Chad Anderson. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023303063000033.000 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R023303073000009.000, R023303073000009.002, and R023303073000009.003 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R022707252000026.002 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Chad Anderson. Second by Josh Woods. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023401020002009.000 from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).

- Kenny Nichols recused.

  Motion to approve by Chad Anderson. Second by Nick Amberger. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R023303061000010.000 and R023303061000011.000 from R-1, Single-Family Residential Suburban District to Community Business Suburban District (B-3).

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R022707350000051.002, R022707350000051.168, R022707350000051.169, R022707350000051.170, R022707350000051.171, R022707350000051.172, R022707350000051.173, R022707350000051.174, R022707350000051.175, R022707350000051.176, R022707350000051.177, R022707350000051.178, and R022707350000055.000 from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R022707361000029.000, aka 7805 Terry Drive, from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Nick Amberger. Second by Larry Dorsey. Approved.