AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, November 21, 2023, 10:30 AM

1. **CALL TO ORDER**

2. **INVOCATION**

   Public Safety Chaplain Margaret Richie

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

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

   November 8, 2023

6. **COMMUNICATIONS FROM THE MAYOR**

7. **ADOPTION OF THE AGENDA**

8. **APPEALS**

   Request of April Sheffield for a waiver of the Noise Ordinance at The Bragg Mitchell Mansion on December 2, 2023, from 7:00 p.m. - 10:30 p.m. (District 1).

9. **PUBLIC HEARINGS**

   Public hearing to declare the structure at 475 E. Ridge Road a public nuisance and order it demolished (District 1).

   Public hearing to declare the structure at 206 Norman Street a public nuisance and order it demolished (District 2).

   Public hearing to declare the structure at 660 St. Anthony Street a public nuisance and order it demolished/repaired/secured (District 2)

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

Reverend David Edwards, Jr. - Share solutions to help children in Mobile, and give an update on Dr. MLK Jr. celebration.

Vandlyn Pierre - Give an update about the Mobile City-County Youth Council.

Reverend Tonny Algood - Address the need for transparency and accountability from the Mobile Police Department.

Alex Lofton - Comments regarding Mobile Police Department's misconduct.

Marvin Lue - Express concerns about the culture and practices of policing in Mobile.

James Jackson, Jr. - Concerns about the police officers involved with the death of Jawan Dallas still being out in the field.

Slyvester Cheatham- Comments about the family of Jawan Dallas not being able to view the bodycam footage before it went to grand jury.

Betty Martin - Comments regarding the death of Jawan Dallas.

Carolina Dallas - Comments regarding the death if Jawan Dallas.

Carrie Williams - Comments regarding the use of force law enforcement used dealing with Jawan Dallas.

LaTanga Thomspon - Comments about the video of Jawan Dallas.

James Williams - Concerns about the excessive amount of information not discussed at the Council meeting. Also, does not think that speaker forms should be on the agenda and available to the public.

Timothy Hollis - Asking the Council and Mayor to petition our local State Delegation to support the creation/amendment to the body camera policy set across the State of Alabama. The legislation calls for more inclusive liberties for victims, stakeholders, and attorneys.

Reggie Hill - Claims, contracts, public safety, and economic development.

Eugene Gilbert - Unethical business practices by the company managing Ladd Stadium

11. ORDINANCES HELD OVER

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

64-056 Consider modification of a previously approved planning approval for property located at 65 North Mobile Street (sponsored by Councilmember Penn).

64-057 Consider a modification of a previously approved Planned Unit Development for property located at 65 North Mobile Street (sponsored by Councilmember Penn).

64-058 Rezone property located at 6137 Todd Acres Drive from B-5 and I-2 to B-5 (sponsored by Councilmember Reynolds).

12. RESOLUTIONS HELD OVER

08-1247 Approve purchase order to Interface Services, Inc. for new flooring on the 4th floor of Government Plaza; $46,541.65 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-1248 Authorize contract with Maurin Architecture, P.C. for design of boathouse, pavilion, and visitor center at Langan Park; $24,000 (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-1249 Authorize contract with 321z Insights, LLC for deployment and management of technical, technology, and consulting services; NTE $92,000.00 (sponsored by Mayor Stimpson) (submitted by Chief Paul Prine, MPD).

21-1250 Authorize contract with Planting Healing for personnel staffing services for the YES intern program; $500,000.00 (sponsored by Mayor Stimpson) (submitted by Kim Carmody, Parks & Rec. Dept.).

21-1251 Authorize contract with American Marine Technical Solutions, LLC for construction of fire boat dock and boat lift; $326,595.00 (sponsored by Councilmember Small and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

25-1252 Grant an easement for transitioning overhead power lines for restroom facilities and pavilion at Langan Park (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept., and Carleen Stout-Clark, REAM Dept.).

31-1253 Authorize the Mayor to apply, accept and receive a grant from the Mobile Metropolitan Planning Organization for the FY23 Transportation Alternative Program; $1,000,000.00 ($250,000.00 local match requirement) (sponsored by Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

60-1254 Authorize Settlement Agreement and Release of Claims; Eager (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

13. CONSENT RESOLUTIONS BEING INTRODUCED

03-1255 Appoint Carlos Chambers to the Mobile Library Board (sponsored by Councilmember Gregory) (submitted by Lisa C. Lambert, City Clerk).

37-1256 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) License to Fastway 1; 4074 Moffett Road (sponsored by Councilmember Penn).

37-1257 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) License to Chevron Montlimar; 950 Montlimar Drive (sponsored by Councilmember Daves).

40-1258 Declare the structure at 475 E. Ridge Road a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-1259 Declare the structure at 206 Norman Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-1260 Declare the structure at 660 St. Anthony Street a public nuisance and order it demolished/repaired/secured (sponsored by Councilmember Carroll).

60-1261 Approve award of special bonus to the Parks & Recreation Dept. Employee of the Month; Booth (sponsored by Mayor Stimpson) (submitted by Kim Carmody, Parks & Rec. Dept.).

60-1262 Approve award of special bonus to the Public Services Employee of the Month; Irby (sponsored by Mayor Stimpson) (submitted by Marc Vassallo, Public Services Dept.).

60-1263 Approve award of special bonus to the Officer of the Month; Johnson (sponsored by Mayor Stimpson) (submitted by Chief Paul Prine, MPD).

60-1264 Approve award of special bonus to the Firefighter of the Month; Haller (sponsored by Mayor Stimpson) (submitted by Chief Morris, Jr., MFRD).

60-1265 Approve award of special bonus to the Firefighter of the Month; Robert (sponsored by Mayor Stimpson) (submitted by Chief Morris, Jr., MFRD).

60-1266 Determine an appropriation to Ariel W. Holloway Elementary School serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-1267 Determine an appropriation to Delta Resource Educational Association Mobile, Inc. serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-1268 Determine an appropriation to World's Ambition serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-1269 Determine appropriations to Housing First, Inc. serves a public purpose and approve payment (sponsored by Councilmembers Carroll, Small, and Reynolds) (submitted by Donna Bryars, Accounting Dept.).

60-1270 Determine an appropriation to Marchfield Property Owners Association serves a public purpose and approve payment (sponsored by Councilmember Reynolds) (submitted by Donna Bryars, Accounting Dept.).

03-1277 Appoint John Williams to the Mobile Sports Authority (sponsored by City Council) (submitted by Lisa C. Lambert, City Clerk).

14. CIP RESOLUTIONS BEING INTRODUCED

21-1271 Authorize contracts with Aeiker Construction Corporation for improvements to the combo fields at Trinity Park and Figures Park; $837,900.00 (sponsored by Councilmember Cory Penn and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-1272 Authorize contract with Harris Contracting Services, Inc. for drainage improvements, new playground installation, walking trail, and parking at Mill Street Park; $358,000 (sponsored by Councilmember Cory Penn and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

15. RESOLUTIONS BEING INTRODUCED

21-1273 Authorize contract with Blue Cross and Blue Shield of Alabama for stating the fees for third party administration of the City's health, dental and flexible spending accounts (sponsored by Mayor Stimpson) (submitted by Leslie Rey, Human Resources Dept.).

21-1274 Authorize contract with Michael Baker International, Inc. for US Hwy 45 Streetscape Improvements; $136,610.61 (sponsored by Councilman Penn and Mayor Stimpson) (Submitted by Nick Amberger Engineering Dept.).

16. CALL FOR PUBLIC HEARINGS

41-1275 Call for public hearing to rezone property located at 4305 and 4315 Halls Mill Road from B-3 and I-1 to I-1 (scheduled for December 19, 2023) (District 4).

41-1276 Call for public hearing to rezone property located at 4354 and 4364 Halls Mill Road from R-1 and B-3 to I-1 (scheduled for December 19, 2023) (District 4).

17. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:11/21/2023

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	11/16/2023 - 9:06 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/21/2023

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	11/17/2023 - 11:24 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/21/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Penn

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Sheffield	Cover Memo	11/16/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	11/16/2023 - 11:39 AM

[redacted]

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: April Sheffield
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-404-2776

Organization (if applicable) _____

Mailing Address of Applicant 774 Dunker Ave. Fairhope, AL 36532

Telephone No. _____ E-mail address aprilsheffield38@gmail.com

Location or address of event where amplification will be used:

Location or address of event where amplification will be used:

The Bragg-Mitchell Mansion

Date of Event: 12/2/23 Starting Time: 7:00pm Ending Time 10:30pm

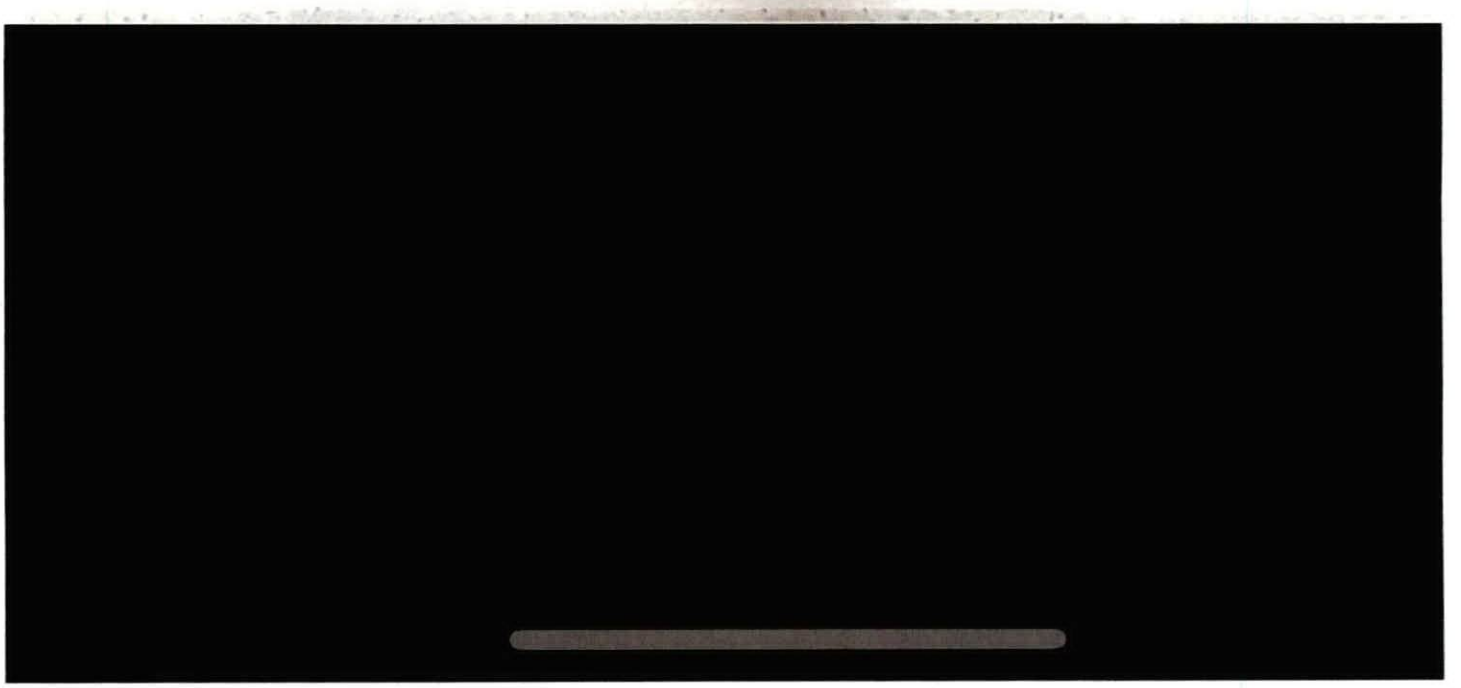
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Wedding

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

Music containing obscene language or profanity is prohibited

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



On Thu, Nov 2, 2023 at 11:02 PM Ginny McElhaney <ginny@namanscatering.com> wrote:

No attachment!

Sent via the Samsung Galaxy S23 Ultra 5G, an AT&T 5G smartphone
Get Outlook for Android

From: Bailey Sheffield <lbsheffield14@gmail.com>
Sent: Thursday, November 2, 2023 5:53:42 PM
To: Ginny McElhaney <ginny@namanscatering.com>
Subject: Noise Waiver

D.1

AGENDA ITEM SUMMARY SHEET

Agenda of:11/21/2023

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

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/16/2023 - 10:22 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/21/2023

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/16/2023 - 10:25 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/21/2023

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/16/2023 - 10:28 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/21/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Edwards	Cover Memo	11/16/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	11/16/2023 - 11:41 AM

ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., on the Thursday **before** the next City Council meeting you would like to speak at. This form must be filled out to speak about a non-agenda item and your topic must concern City of Mobile business.

Please return this form to:

City Clerk's Office
205 Government Street
9th Floor, South Tower
Mobile, Al 36644
Fax: (251) 208-7576
Email: cityclerk@cityofmobile.org

Your comments will be limited to three (3) minutes

Name: REV. DAVID EDWARDS JR. Date: 11/14/23

Address: 670 Fisher ST

Phone: 251-518-8885 Email: PRESIDENT@PUADMOBILE.ORG

Date to Address City Council: 11/21/23

Subject (must complete):
TO SHARE WITH THE COUNCIL SOME SOLUTIONS THAT WILL HELP TO GIVE OUR CHILDREN AN ALTERNATIVE EXPOSURE THAT WILL CAUSE A PARADIGM SHIFT. TO UPDATE ON DR. M.L.K. JR. CELEBRATION

Specific Questions:

Signature:

2023 NOV 14 PM 2:02

AGENDA ITEM SUMMARY SHEET

Agenda of:11/21/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Pierre	Cover Memo	11/16/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	11/16/2023 - 11:42 AM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Wed 11/15/2023 4:46 PM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Vandlyn Pierre

Date To Address Council: 2023-11-21

Address: 3000 Television Avenue, Mobile Alabama 36607

Email: vandlyn@drugeducation.org

Phone: 2514787855

Subject And Specific Questions: The Mobile City-County Youth Council would like to give an update to the Mobile City Council.

Pertain To City Business: The Mobile City-County Youth Council would like to give an update to the Mobile City Council.

Signature: Vandlyn Pierre

Signature Verify: X

Agree: X

Date Submitted: 2023-11-15 16:45:55

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

AGENDA ITEM SUMMARY SHEET

Agenda of:11/21/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Algood	Cover Memo	11/16/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	11/16/2023 - 11:44 AM

ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., on the Thursday **before** the next City Council meeting you would like to speak at. This form must be filled out to speak about a non-agenda item and your topic must concern City of Mobile business.

2023 NOV 15 PM 1:30

Please return this form to:

City Clerk's Office
205 Government Street
9th Floor, South Tower
Mobile, Al 36644
Fax: (251) 208-7576
Email: cityclerk@cityofmobile.org

Your comments will be limited to three (3) minutes

Name: Rev. Tonny Algood Date: 11/15/2023

Address: 214-A De Sales Avenue

Phone: 251-680-4266 Email: tonnyalgood@gmail.com

Date to Address City Council: November 21, 2023

Subject (must complete):

I will address the need for transparency and accountability from the Mobile Police Department in order for the people too that the police are suppose to protecct them and not abuse them.

Specific Questions:

Signature: Rev. Tonny Algood

AGENDA ITEM SUMMARY SHEET

Agenda of:11/21/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Lofton	Cover Memo	11/16/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	11/16/2023 - 12:30 PM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Tue 11/14/2023 1:37 PM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Alex j lofton

Date To Address Council: 2023-11-21

Address: 1811 Blackman st

Email: huggybeardapoet@yahoo.com

Phone: 2513822258

Subject And Specific Questions: Mobile Police Departmnt misconduct

Pertain To City Business: City council has a role.in setting Police policy

Signature: Alex j Lofton

Signature Verify: X

Agree: X

Date Submitted: 2023-11-14 13:37:39

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

2023 NOV 14 PM 2:02

AGENDA ITEM SUMMARY SHEET

Agenda of:11/21/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Lue	Cover Memo	11/16/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	11/16/2023 - 12:33 PM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Thu 11/16/2023 11:01 AM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Marvin Lue

Date To Address Council: 2023-11-21

Address: 2197 Spring Grove West

Email: marvinlue@yahoo.com

Phone: 786.375.1011

Subject And Specific Questions: The Culture and Practices of Policing in the city of Mobile

Pertain To City Business: To express dire concern over recent actions of MPD and their impact upon the black community of Mobile and to demand change in policies and practices

Signature: Pastor Marvin Charles Lue Jr

Signature Verify: X

Agree: X

Date Submitted: 2023-11-16 11:00:56

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

AGENDA ITEM SUMMARY SHEET

Agenda of:11/21/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Jackson	Cover Memo	11/16/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	11/16/2023 - 12:35 PM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Wed 11/15/2023 4:16 PM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: James Louis Jackson Jr.

Date To Address Council: 2023-11-21

Address: 224 Garrison Ave,

Email: ja45ja@gmail.com

Phone: (251) 281-7988

Subject And Specific Questions: I'm concerned about the police officers who are still out in the field after the fact Jawan Dallas died after they confronted him. I do not feel safe with them still on the beat.

Pertain To City Business: To ensure quality equal safety, transparency, accountablity, & integrity for all citizens in the city of Mobile.

Signature: James L Jackson

Signature Verify: X

Agree: X

Date Submitted: 2023-11-15 16:16:26

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

AGENDA ITEM SUMMARY SHEET

Agenda of:11/21/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Cheatham	Cover Memo	11/16/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	11/16/2023 - 12:45 PM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Wed 11/15/2023 10:52 AM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Sylvester Cheatham

Date To Address Council: 2023-11-21

Address: 6955 Simpson Rd

Email: sylvesyer1234cheatham@gmail.com

Phone: 2512092110

Subject And Specific Questions: If it could be released on one family the video why isn't it possible that the Dallas family could have seen theirs before it went to the grand jury

Pertain To City Business: Because of the police department is on the city council jurisdiction

Signature: Sylvester Cheatham

Signature Verify: X

Agree: X

Date Submitted: 2023-11-15 10:52:45

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

AGENDA ITEM SUMMARY SHEET

Agenda of:11/21/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	11/16/2023 - 12:46 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/21/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Carolina Dallas	Cover Memo	11/16/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	11/16/2023 - 12:48 PM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Wed 11/15/2023 12:47 PM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Carolina Dallas

Date To Address Council: 2023-11-21

Address: 71 W GRANT ST

Email: carolinadallas1@gmail.com

Phone: 251-200-7959

Subject And Specific Questions: To obtain information regarding Justice For Jay Movement.

Pertain To City Business: They are the government and have information pertaining to law and citizens rights.

Signature: Carolina Dallas

Signature Verify: X

Agree: X

Date Submitted: 2023-11-15 12:46:59

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

AGENDA ITEM SUMMARY SHEET

Agenda of:11/21/2023

Funding Source

Project #	**Discretionary Funds**
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Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Williams	Cover Memo	11/16/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	11/16/2023 - 12:51 PM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Wed 11/15/2023 3:36 PM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Carrie Williams

Date To Address Council: 2023-11-21

Address: 2854 Thornhill Dr

Email: cdewill03@gmail.com

Phone: (916) 397-2618

Subject And Specific Questions: Jawan Dallas and law enforcement use of force

Pertain To City Business: Mobile City Police Officers use of force policy

Signature: Carrie Williams

Signature Verify: X

Agree: X

Date Submitted: 2023-11-15 15:36:52

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

AGENDA ITEM SUMMARY SHEET

Agenda of:11/21/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Thompson	Cover Memo	11/16/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	11/16/2023 - 12:52 PM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Wed 11/15/2023 7:21 PM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: La Tanga Thompson

Date To Address Council: 2023-11-21

Address: 7211 Old Military Rd

Email: latangat@yahoo.com

Phone: 2514061623

Subject And Specific Questions: Jawan Dallas

Pertain To City Business: Show the video

Signature: La Tanga Thompson

Signature Verify: X

Agree: X

Date Submitted: 2023-11-15 19:21:12

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

AGENDA ITEM SUMMARY SHEET

Agenda of:11/21/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
James Williams	Cover Memo	11/16/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	11/16/2023 - 12:54 PM

Spoke with him on Phone & explained the agenda & attachmen

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Thu 11/16/2023 11:42 AM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: James Williams

Date To Address Council: 2023-11-21

Address: 2504 convy street

Email: Jzwilliam68@icloud.com

Phone: 251-470-8070

Subject And Specific Questions: Format of the city agenda

Pertain To City Business: Unexplained and excessive amount of information not discussed at city council meeting on Tuesday

Also, doesn't think that speaker forms should be on the agenda and available to public.

Signature: James Williams

Signature Verify: X

Agree: X

Date Submitted: 2023-11-16 11:42:34

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

AGENDA ITEM SUMMARY SHEET

Agenda of:11/21/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Hollis	Cover Memo	11/16/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	11/16/2023 - 1:47 PM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Thu 11/16/2023 1:38 PM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Timothy Hollis

Date To Address Council: 2023-11-21

Address: 1924 Seale St

Email: thollis0701@bishop.edu

Phone: 2514026427

Subject And Specific Questions: CALL TO ACTION: Asking the Mobile City Council & Mayor Sandy Stimpson to petition to our local State Delegation. The petition should be, to support the creation/amendment, to the body camera policy set across the state of Alabama. The legislation calls for more inclusive liberties for victims, stakeholders, and attorneys.

Pertain To City Business: This is an avenue at creating more transparency in our community and allowing Mobile, to become a trailblazer for justice & equality.

Signature: TIMOTHY HOLLIS

Signature Verify: X

Agree: X

Date Submitted: 2023-11-16 13:38:21

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

AGENDA ITEM SUMMARY SHEET

Agenda of:11/21/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Hill	Cover Memo	11/16/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/16/2023 - 2:02 PM

From: RJHILL II
To: Gauthier, Lana
Subject: 11/21 Agenda
Date: Thursday, November 16, 2023 1:59:29 PM

CAUTION: External Email

Madam Asst. City Clerk,

Good afternoon. I hope this pleasant Thursday is treating you well.

This is a formal request to be added to the upcoming Agenda. I will address the following:

* Claims
* Contracts
* Public Safety
* Economic Development

Thank you for your attention to this matter. Have a great weekend!

Kindest Regards,

Reginald J. Hill, II - M. Ed.
Founder/Executive Director (Chairman)
"Success 4 the Future"
P. O. Box 395
Mobile, AL 36601
www.s4tf.org
rhills4tf@gmail.com
256.665.6748

AGENDA ITEM SUMMARY SHEET

Agenda of:11/21/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Gilbert	Cover Memo	11/17/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/17/2023 - 10:30 AM

Gauthier, Lana

From: cityofmobile@forms.dwdgo.net
Sent:
To:
Subject: CityofMobile.org: Addressing City Council Submission

CAUTION: External Email

Name: Eugene Gilbert

Date To Address Council: 2023-11-21

Address: 240 Peachtree Street NW BSMT #56692

Email: eugene.gilbert@milestonemdg.com

Phone: 4042936956

Subject And Specific Questions: Unfair and appears to be unethical business practices by Drinkard Consulting, the management company for Ladd-Peebles Stadium.

Pertain To City Business: My event is being hosted at Ladd-Peebles Stadium, Ladd-Peebles Stadium is owned by and under the jurisdiction of the City of Mobile.

Signature: Eugene Gilbert

Signature Verify: X

Agree: X

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

AGENDA ITEM SUMMARY SHEET

Agenda of:11/21/2023

Submitted by:

Michael Linder, Council Attorney

Sponsored by:

Councilmember Small

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

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

REVIEWERS:

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

46-055 2023

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

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

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

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

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

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

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

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

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

SECTION TWO: Miscellaneous.

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

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

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

APPROVED:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/21/2023

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
packet	Cover Memo	10/5/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/5/2023 - 1:24 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 for Property Located at 65 North Mobile Street

Pursuant to Resolution of the Mobile, Alabama City Council adopted December 14, 2021, a public hearing will be held on the 14th day of November, 2023, at 10:30 a.m., to consider adoption of an ordinance to consider a proposed modification of a previously approved Planning Approval for property located at 65 North Mobile Street.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planning Approval was approved on November 21, 2019 to allow for construction of a new cafeteria, modified student drop-off/pick-up lanes, and a reconfigured parking area on property located at 65 North Mobile Street and described as follows:

LOT 1, UMS-WRIGHT SUBDIVISION AND ADDITION TO LOT 1 AS RECORDED IN MAP BOOK 123, PAGE 91 IN THE OFFICE OF JUDGE OF PROBATE COURT MOBILE COUNTY ALABAMA

WHEREAS, the owner of said property applied for a major modification of the Planning Approval on June 19, 2023 to allow the construction of a building addition, practice field, and a 21-space parking lot for an existing private school in an R-1, Single-Family Residential Suburban District.

WHEREAS, the Planning Commission held a public hearing on the requested modification on July 20, 2023 and recommended approval of the major modification of the Planning Approval subject to the following conditions:

1. Relocate the proposed guard shack out of the 25-foot front setback along Mobile Street or approval by Traffic Engineering;
2. Revision of the "Parking Requirements" table to state that the parking ratio for the high school is one (1) parking space per three (3) students;
3. Provision of parking lot lighting compliant with Article 3, 64-3-9.C.;
4. Revision of note 13 to remove the word "frontage";

5. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

A. The request is consistent with all applicable requirements of this Chapter;
B. The request is compatible with the character of the surrounding neighborhood;
C. The request will not impede the orderly development and improvement of surrounding property;
D. The request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

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

E. The request 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.

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. Relocate the proposed guard shack out of the 25-foot front setback along Mobile Street or approval by Traffic Engineering;
2. Revision of the "Parking Requirements" table to state that the parking ratio for the high school is one (1) parking space per three (3) students;
3. Provision of parking lot lighting compliant with Article 3, 64-3-9.C.;
4. Revision of note 13 to remove the word "frontage";
5. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
6. 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 14th day of November, 2023, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 18th day of November, 2023 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 65 North Mobile Street.

The proposed amendment will modify a Planning Approval that was approved for said location on November 21, 2019. The owner of said property has applied for a modification of the Planning Approval to allow the construction of a building addition, practice field, and a 21-space parking lot for an existing private school in an R-1, Single-Family Residential Suburban District. If approved, the modification will allow the construction of a building addition, practice field, and a 21-space parking lot for an existing private school in an R-1, Single-Family Residential Suburban District subject to the following proposed conditions: 1. Relocate the proposed guard shack out of the 25-foot front setback along Mobile Street or approval by Traffic Engineering; 2. Revision of the "Parking Requirements" table to state that the parking ratio for the high school is one (1) parking space per three (3) students; 3. Provision of parking lot lighting compliant with Article 3, 64-3-9.C.; 4. Revision of note 13 to remove the word "frontage"; 5. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and, 6. 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

October 3, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of July 20, 2023 considered the request of Tommy Akridge, UMS-Wright Corporation (McCrory & Williams, Inc., Agent), for a Major Modification of a previously approved Planning Approval to allow the construction of a building addition, practice field, and a 21-space parking lot for an existing private school in an R-1, Single-Family Residential Suburban District for the property located at 65 North Mobile Street.

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

1. Relocate the proposed guard shack out of the 25-foot front setback along Mobile Street or approval by Traffic Engineering;
2. Revision of the "Parking Requirements" table to state that the parking ratio for the high school is one (1) parking space per three (3) students;
3. Provision of parking lot lighting compliant with Article 3, 64-3-9.C.;
4. Revision of note 13 to remove the word "frontage";
5. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
6. 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

July 26, 2023

Carah Vuncannon
McCrory & Williams, Inc.
3207 International Drive
Unit G
Mobile, Alabama 36606

Re: 65 North Mobile Street
MOD-002560-2023
UMS-WRIGHT
Tommy Akridge, UMS-WRIGHT Corporation / McCrory & Williams, Inc., Agent
District 1
Modification of a previously approved Planning Approval to allow the construction of a building addition, practice field, and a 21-space parking lot for an existing private school in an R-1, Single-Family Residential Suburban District

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

At its meeting on July 20, 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:

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

E. The request 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. Relocate the proposed guard shack out of the 25-foot front setback along Mobile Street or approval by Traffic Engineering;
2. Revision of the "Parking Requirements" table to state that the parking ratio for the high school is one (1) parking spaces per three (3) students;
3. Provision of parking lot lighting compliant with Article 3, 64-3-9.C.;
4. Revision of note 13 to remove the word "frontage";
5. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
6. 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 $417.24. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas
Margaret
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION
June 27, 2023
PUBLIC HEARING NOTICE

Re: 65 North Mobile Street
MOD-002560-2023
UMS-Wright Subdivision
Tommy Akridge, UMS-Wright Corporation / McCrory & Williams, Inc., Agent
District 1
Modification of a previously approved Planning Approval to allow the construction of a building addition, practice field, and a 21-space parking lot for an existing private school in an R-1, Single-Family Residential Suburban District.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, July 20, 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, July 19, 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
June 27, 2023
PUBLIC HEARING NOTICE

Re: 65 North Mobile Street
MOD-002560-2023
UMS-Wright Subdivision
Tommy Akridge, UMS-Wright Corporation / McCrory & Williams, Inc., Agent
District 1
Modification of a previously approved Planning Approval to allow the construction of a building addition, practice field, and a 21-space parking lot for an existing private school in an R-1, Single-Family Residential Suburban District.

Dear Property Owner(s):

This letter is to advise property owners within 300 feet, as required by State Law, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, July 20, 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.

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, July 19, 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:	Tommy Akridge	
Firm:	UMS-Wright Corporation	
Phone:	(251) 656-0950	
Email:	takridge@ums-wright.org	
Address:	65 N. Mobile St., Mobile, AL 36607	

	Owner	Design Professional
Name:	Same as applicant	Don Whittington
Firm:		McCrory & Williams, Inc.
Phone:		(251) 476-4720
Email:		dwhitt@mcwinc.com
Address:		3207 International Dr., Ste. G; Mobile, AL 36606

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

65 N. Mobile Street Mobile, AL 36607 — Property Address

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

R022908184002103., R022908184002110., R022908184002100., R022908184002101., R022908173000019., R022907230003358., R022908191001002., and R022907230006185. — Parcel Number(s) or Key Number(s)

R-1 — Present Zoning or Transect District

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

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

This requirement applies to any of the following applications:

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

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

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

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

See attached Letter of Authorization — Owner Signature

Date

Applicant or Agent Signature (if applicable)

Date

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

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

See attached Letter of Authorization — Applicant or Agent Signature

Date

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

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

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

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

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   UMS-Wright has existed and operated as a multi-level school for many years. They are requesting a revision to a previously approved PUD to allow for a building addition to a kindergarten classroom, addition of a practice field and a 21 space parking lot primarily used for faculty and staff.
   They will continue using the remainder of the property in the manner previously used.

   Institutional
   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
   UMS-Wright has operated in an R-1 zoned area for many years, with PUD and Planning Approval. The improvements listed above are intended to enhance the quality of education and fitness for its students.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
   The proposed kindergarten classroom addition will allow the school to provide the early years pre-school education to more students.
   The proposed practice field will provide the students with additional outdoor activity area.
   The addition of the 21 space parking lot will give staff and faculty a more localized area to park.

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)
   UMS-Wright campus addition to Moorer Hall Kindergarten Classroom - 12'.

   ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
   Frontage trees along Old Shell Road and Mobile Street. Multiple trees and landscaping throughout campus.

   ☐ Lighting:
   Existing lighting will be utilized.

   ☐ Hours of operation:
   Typical school hours with additional hours for sporting events.

   ☐ 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.
   All proposed improvements are located away from residential properties.

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.
   Proposed improvements are to enhance already high standards of education and fitness that UMS-Wright already provides.

Application Submission Contact Information

Name of Project Addition to Moorer Hall Building UMS-Wright

Address: 65 North Mobile Street

Owner: UMS-Wright Episcopal School

Address: 161 Dogwood Lane Mobile Al Zip Code 36608

Phone (251) 656-0950 fax _____ Email: takridge@ums-wright.org

Authorized Agent McCrory & Williams Inc.

Address 3207 International Dr Mobile Al Zip Code 36606

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

Contractor _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer _____

Address _____ Zip Code _____ 36606

Phone _____ Fax _____ Email _____

Architect _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submi ed by:

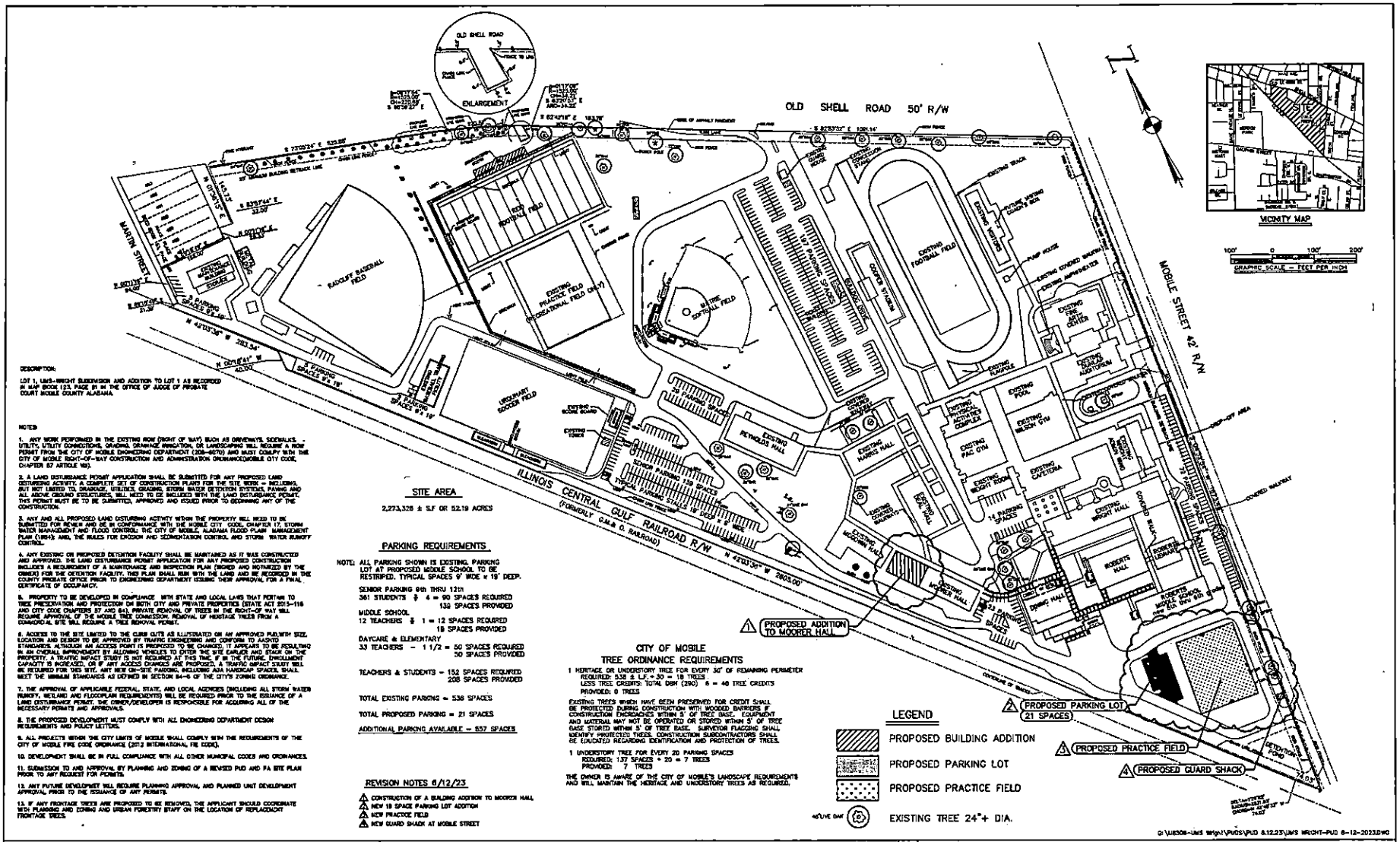
Laura M. Davis

Laura M. Davis Date: 5/15/23 ignature

Print

ZON Description & Justification

UMS-Wright has existed and operated as a multi-level school for many years. They are requesting a revision to a previously approved PUD to allow for a building addition to a kindergarten classroom, addition of a practice field and a 21 space parking lot primarily used for faculty and staff. They will continue using the remainder of the property in the manner previously used.


OLD SHELL ROAD
ENLARGEMENT
OLD SHELL ROAD 50' R/W
MOBILE STREET 42' R/W
MARTIN STREET
ILLINOIS CENTRAL GULF RAILROAD R/W
(FORMERLY G.M.& O. RAILROAD)
RADCLIFF BASEBALL FIELD
EXISTING FOOTBALL FIELD
EXISTING PRACTICE FIELD (NON-REGULATION)
MITRE SOFTBALL FIELD
URQUHART SOCCER FIELD
EXISTING RETHOLDS HALL
EXISTING HARRIS HALL
EXISTING MOORER HALL
EXISTING WRIGHT HALL
EXISTING CAFETERIA
EXISTING PAC GYM
EXISTING WEIGHT ROOM
EXISTING BELOW GYM
EXISTING PHYSICAL ACTIVITIES COMPLEX
EXISTING ARTS CENTER
EXISTING PLAYHOUSE
EXISTING AUDITORIUM
EXISTING POOL
EXISTING BELOW AUDITORIUM
EXISTING DINING HALL
EXISTING MODULAR CLASSROOMS
EXISTING MODULAR CLASSROOMS
EXISTING MODULAR CLASSROOMS

UMS-WRIGHT CORP
ATTN: TOMMY AKRIDGE
65 N. MOBILE ST
MOBILE, AL 36607

UMS ALUMNI & PARENTS,ASSOC, INC
65 N MOBILE ST
MOBILE, AL 36607

UMS-WRIGHT PREPARATORY SCHOOL
65 N MOBILE ST
MOBILE, AL 36607

PARENTS ALUMNI ASSN OF UMS
65 N MOBILE ST
MOBILE, AL 36607

UMS - WRIGHT CORPORATION
65 N MOBILE ST
MOBILE, AL 36607

MCMILLAN GLORIA JEAN
70 MOBILE STREET
MOBILE, AL 36607

TACON BUILDING COMPANY LLC
58 MOBILE ST
MOBILE, AL 36607

51 TACON LLC
51 TACON ST, STE B
MOBILE, AL 36607

OAK RIDGE LLC
2651 CAMERON ST, STE A
MOBILE, AL 36607

ENTRY LEVEL PLAY, LLC
162 CONWAY DR W
MOBILE, AL 36608

SPRINGHILL MEDICAL COMPLEX, INC
1000A CODY ROAD S
MOBILE, AL 36695

ZIMLICHS PATIO & GARDEN CTR
250 N MCGREGOR AVE
MOBILE, AL 36608

XANTE CORPORATION A
2800 DAUPHIN ST, SUITE 100
MOBILE, AL 36606

G & W PROPERTIES AN AL GEN PTNRSHP
P O BOX 185
MOBILE, AL 36601

COX PROPERTIES AL LLC
146 FLORIDA ST S
MOBILE, AL 36606

RAYFORD/DAUPHIN PROP LLC
C/O FORRESS RAYFORD
2701 DAUPHIN ST
MOBILE, AL 36606

DOLPHIN STORAGE LLC
ROBERT KEITH VAUGHAN
150 GOVERNMENT ST, SUITE 1003B
MOBILE, AL 36602

DAUPHINE LLC
PO BOX 961009
FORT WORTH, TX 76161

CARMELDA LLC
PO BOX 91206
MOBILE, AL 36691

RAINWATER THOMAS A & DONNA
P O BOX 7574
MOBILE, AL 36670

MOBILE GAS SERVICE CORP
2828 DAUPHIN ST
MOBILE, AL 36606

MOBILE GAS SERVICE CORP
PO BOX 248
MOBILE, AL 36652

STATE OF ALABAMA
MONTGOMERY, AL 36130

DUMAS-WESLEY COMMUNITY
2732 MILL ST
MOBILE, AL 36607

MELECH HOWARD C & DEBORAH T
2704 OLD SHELL RD
MOBILE, AL 36607

MELECH HOWARD C & DEBORAH
6604 GRELOT RD
MOBILE, AL 36609

BOWEN ERIN EILEEN, AS TRUSTEE OF FAMILY TRUST
1702 DAUPHIN ST
MOBILE, AL 36604

TYLER CLARA MAE
5713 SO 33RD ST
OMAHA, NE 68107

HALE WILSON JR
1104 HOUSTON STREET
MOBILE, AL 36606

ABRAMS ARTHUR JR & MARY ANN
611 RICKARBY ST
MOBILE, AL 36606

K-QUAD LLC
13 S FLORIDA ST
MOBILE, AL 36606

KAHALLEY JAMES
C/O DELFIERRO ROSS & ANICIA
1562 STONE HEDGE DR W
MOBILE, AL 36695

CUSHING FAMILY LTD PTNRSHP
2653B OLD SHELL RD
MOBILE, AL 36607

RASP LLC
PO BOX 1967
MOBILE, AL 36633

UMEJEI OBI ETUMIWE FRANCIS
A/K/A F E UMEJEI
P O BOX 81183
MOBILE, AL 36689

NEESE EUGENE
71 TACON ST
MOBILE, AL 36607

WALLEY DOUGLAS
C/O SRI GANESH CHAKRA ENT LLC
8419 CELESTE RD
SARALAND, AL 36571

JACO CAPITAL IVESTMENTS LLC
1055 DAUPHIN ST
MOBILE, AL 36604

ENLERS CLIFTON
293 WINGSFIELD DR
MOBILE, AL 36617

GOREE KELLEY
PO BOX 262
DAUPHIN ISLAND, AL 36528

GONNER JAQUELINE CANNON
1628 APEX DRIVE
MOBILE, AL 36693

SHARITT JOHN W
11061 LINBAR LN N
SEMMES, AL 36575

HOLSTON PROPERTIES LLC
2952 MARKET ST
PASCAGOULA, MS 39567

ASJL INVESTMENTS LLC
1393 NOEL DR
ATLANTA, GA 30319

E SQUARE LLC
PO BOX 1823
MOBILE, AL 36607

COLEMAN GARY
76 MOBILE ST
MOBILE, AL 36617

BAK INVESTMENTS INC AN UND 1/2
INT & JU CORPORATION AN
13 S FLORIDA STREET
MOBILE, AL 36606

JOHNSON WILLIAM
1956 S. UNIVERSITY BLVD STE
J#168
MOBILE, AL 36609

ENLERS OSWIN J
293 WINGFIELD DR
MOBILE, AL 36607

SPENCER MARIAN F FINCH
2804 OLD SHELL RD
MOBILE, AL 36607

LAWRENCE JEFFREY
36 BLACKLAWN ST
MOBILE, AL 36604

CROSS MARY K D/B/A MARY K CROSS
DVM
2658 OLD SHELL RD
MOBILE, AL 36607

SHILOH MISSIONARY BAPTIST
CHURCH INC
2756 OLD SHELL RD
MOBILE, AL 36607

MCCREARY EUGENE
104 RANDOLPH STREET
MOBILE, AL 36607

AUTREY MARTHA E
3046 ST ANDREWS DR
SYRACUSE, UT 84075

JOY LLC
1285 CARSON ROAD E
MOBILE, AL 36695

DIAMOND LAWRENCE
700 MONTCLAIRE WAY
MOBILE, AL 36609

THOMAS AUGUSTINE H
2814 1/2 LECREN ST
MOBILE, AL 36607

CUMMINGS MARL M III
P O DRAWER 16227
MOBILE, AL 36616

FINCH OSCAR
2804 OLD SHELL ROAD
MOBILE, AL 36607

DOSS SIMON JR & FLORENCE E
1102 JOY LANE
MOBILE, AL 36617

FOX ANGELA LEVERNE
C/O BARGE BRITTANY
306 CLAY ST
MOBILE, AL 36603

COLEMAN FREDERICK & RUTH R
10004C RESEDA BLVD
NORTHRIDGE, CA 91324

DEBURY CARRIE, ET AL
300 INDIAN CREEK DR W
MOBILE, AL 36607

POWELL CHILTON G SR &
% ROBERT K POWELL
4000 SEDGEWICK CT
MOBILE, AL 36693

WALLACE OTHA & CATHERINE
C/O TAREVA HARRIS
6305 BILOXI AVE
MOBILE, AL 36608

HUTCHERSON STARTUS A JR
136 SAGE LANE
FAIRHOPE, AL 36532

GRACE MINISTRIES INC.
P O BOX 1266
FAYETTEVILLE, GA 30214

FELDER HOLDINGS, LLC
PO BOX 70171
MOBILE, AL 36670

LOVETT MARILYN A, A LIFE EST
2772 OLD SHELL RD
MOBILE, AL 36607

ROBERSON FREADRICK & MARY
1813 BLACKMON ST
MOBILE, AL 36617

BARGE L D
1629 PHILLIPS LN
MOBILE, AL 36618

COLEMAN FREDERICK & BRENDA
COLEMAN
10004C RESEDA BLVD
NORTHRIDGE, CA 91324

DUMAS REGINALD A
2805 LECREN ST
MOBILE, AL 36607

BARGE JANICE MARIE & LOUIS D
C/O JONES-WOODS BRENNAN
5260 MAYMONT DR
WINDSOR HILLS, CA 9043

KINNER MARY
223 INGATE ST
MOBILE, AL 36607

WELLS EDWARD C & DELORES A
PO BOX 8178
MOBILE, AL 36689

HARRIS JAMES III
1055 DAUPHIN ST
MOBILE, AL 36604

BPG STORAGE, LLC
PO BOX 16167
MOBILE, AL 36616

HOLLOWAY MICKI
2773 LECREN ST
MOBILE, AL 36607

SIMMONS JOHNNIE & EARNESTINE
2775 LECREN STREET
MOBILE, AL 36607

TOULMINVILLE CRICHTON COMM
DEV CORP
2200 RUE DE LEFLORE DR
MOBILE, AL 36607

PERKINS SAMMIE D & VELMA
5903 SINCLAIR RD
SAN ANTONIO, TX 78222

RHODES VERNALETTE W
429 GLENDALE PL
PRICHARD, AL 36610

THOMAS NINA R
2814 LECREN ST
MOBILE, AL 36607

MCCREARY JERRY
1960 CREEKWOOD PL DR
MOBILE, AL 36695

MOBILE CITY OF
ATTN REAL ESTATE DEPT
P O BOX 1827
MOBILE, AL 36633

BELL ETHEL
C/O OCTAVIA HUDSON
1240 WINDING BRANCH CIR
DUNWOODY, GA 30338

WALKER DELORES & FRANK L
BARLOW JR
340 CEDARCREST LN
DOUBLE OAK, TX 75077

MASSEY MARIA A
2781 LE CREN ST
MOBILE, AL 36607

WELLS JAMAL A
2783 LECREN ST
MOBILE, AL 36607

DENT JENKINS JABARIA MESCHELE
2785 LECREN ST
MOBILE, AL 36607

HARRIS JOANNE
2804 LECREN ST
MOBILE, AL 36607

McCRORY & WILLIAMS, INC.
ATTN: DON WHITTINGTON
3207 INTERNATIONAL DR, STE. G
MOBILE, AL 36606

Agenda Item #: 13

MOD-002559-2023 & MOD-002560-2023

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

Applicant Materials for Consideration – Planned Unit Development Modification

Applicant Materials for Consideration – Planning Approval Modification

DETAILS

Location:
65 North Mobile Street

Applicant / Agent:
Tommy Akridge, UMS-Wright Corporation / McCrory & Williams, Inc.

Property Owner:
UMS-Wright Corporation

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

Future Land Use:
Institutional

Applicable Codes, Policies, and Plans:
- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Schedule for Development:
- Not provided

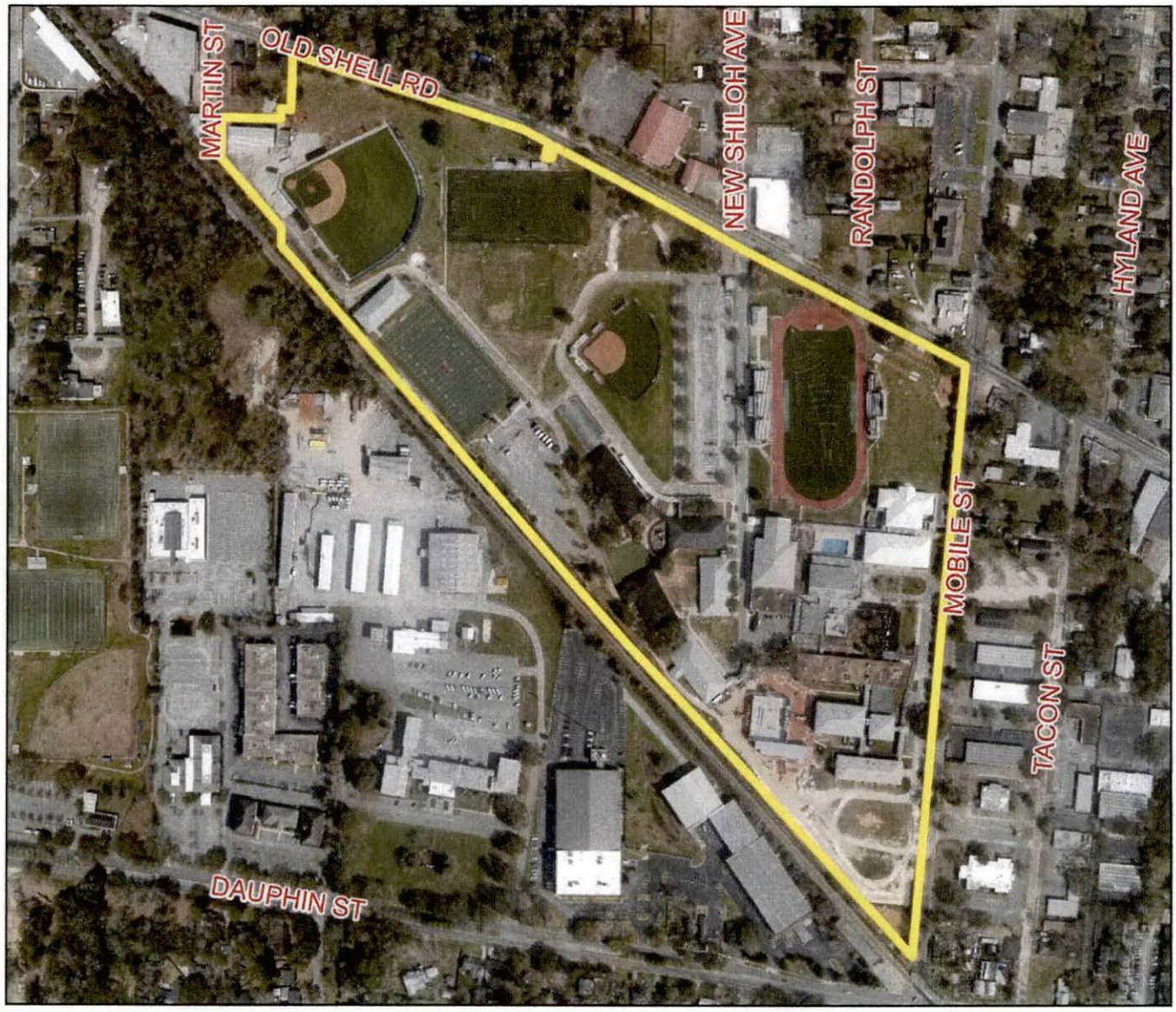
Proposal:
- Modification of a previously approved Planned Unit Development
- Modification of a previously approved Planning Approval

Considerations:
1. Modification of a previously approved Planned Unit Development with six (6) conditions; and
2. Modification of a previously approved Planning Approval with six (6) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 5
Exhibits 7

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential and commercial units.

APPLICATION NUMBER 13 DATE July 20, 2023

APPLICANT UMS-Wright

REQUEST PUD Modification, PA Modification

N

NTS

SITE HISTORY

Since 1988, the subject site has been the subject of numerous Planning Approvals (PAs) to allow a private school in an R-1 district, and Planned Unit Developments (PUDs) to allow multiple buildings on a single building site, with shared access between multiple building sites. The most recent of these applications were approved by the Planning Commission at its November 21, 2019 meeting to allow for construction of a new cafeteria, modified student drop-off/pick-up lanes, and a reconfigured parking area.

STAFF COMMENTS

Engineering Comments:

Planned Unit Development Modification (MOD-002559-2023)
ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:

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

Planning Approval Modification (MOD-002560-2023)

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. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

Planning Comments:

The subject site is developed as an existing private school in an R-1, Single-Family Residential Suburban District. The applicant wishes to construct a an addition to a kindergarten classroom, a practice field, a guard shack, and a parking lot with 21 parking spaces. As PAs and PUDs are site plan specific, and the proposed changes a not considered minor changes, the site is required to obtain Modification approval in order to proceed with the construction.

All of the proposed improvements are contained within the existing boundaries of the school property. It should be noted that the proposed guard shack along Mobile Street is depicted as being located within the front 25-foot setback. If approved, the guard shack should be relocated outside of the front building setback, or the location should be approved by Traffic Engineering to ensure it will not create a visibility issue.

The site plan indicates that with the new parking addition to the site, there will be a total of 557 parking spaces available. It should be noted that the data provided in the "Parking Requirements" table is incorrect, in that it states that the parking ratio for the high school portion of the site is one (1) parking spaces per four (4) students, when it is actually one (1) parking spaces per three (3) students. Regardless of this error, the site is required to have a total of 211 parking spaces, therefore a compliant amount of parking will be provided. It should be noted that Article 3, 64-3-12.A.3.(d)(3) of the UDC requires any parking spaces in excess of the minimum required number shall have an Alternative Parking Surface; therefore, the proposed 21 spaces should be cpnstructed with an approved alternative surface. Moreover, if approved, the "Parking Requirements" table should be corrected. While not illustrated, parking lot lighting compliant with Article 3, 64-3-9.C. should be provided for the new parking area.

It is unclear if the proposed additions to the site will result in the removal of any required trees. If trees are to be removed, the applicant should coordinate with staff to insure the site maintains compliance with the tree plans on file. A note on the site plan references replacing any required frontage trees. If approved, this note should be revised to remove the specific reference to frontage trees.

PLANNING APPROVAL / PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

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

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

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

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

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

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

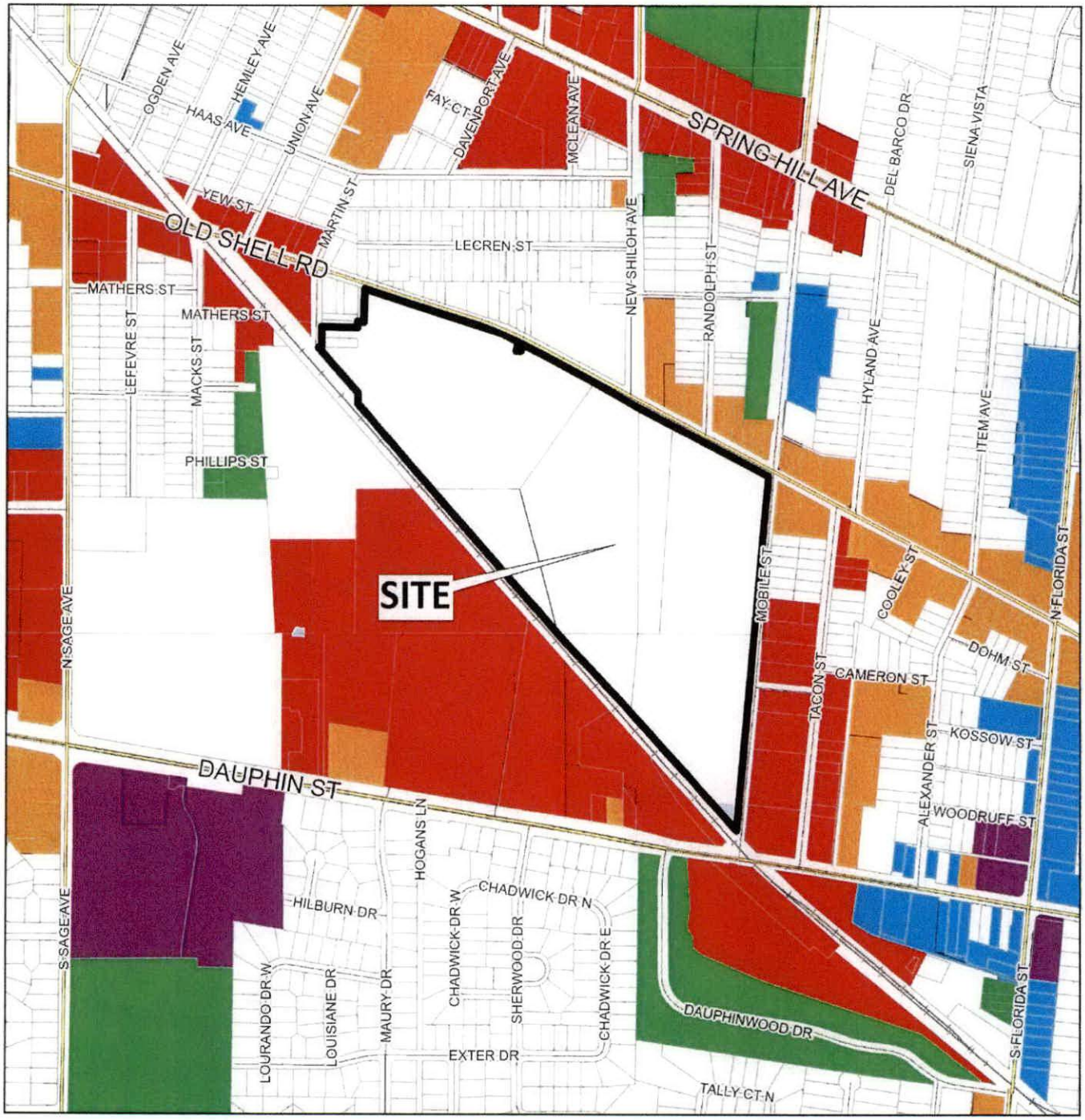
Considerations:

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

1. Relocate the proposed guard shack out of the 25-foot front setback along Mobile Street or approval by Traffic Engineering;
2. Revision of the "Parking Requirements" table to state that the parking ratio for the high school is one (1) parking spaces per three (3) students;
3. Provision of parking lot lighting compliant with Article 3, 64-3-9.C.;
4. Revision of note 13 to remove the word "frontage";

5. 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 provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 13 DATE July 20, 2023

APPLICANT UMS-Wright

REQUEST PUD Modification, PA Modification

N

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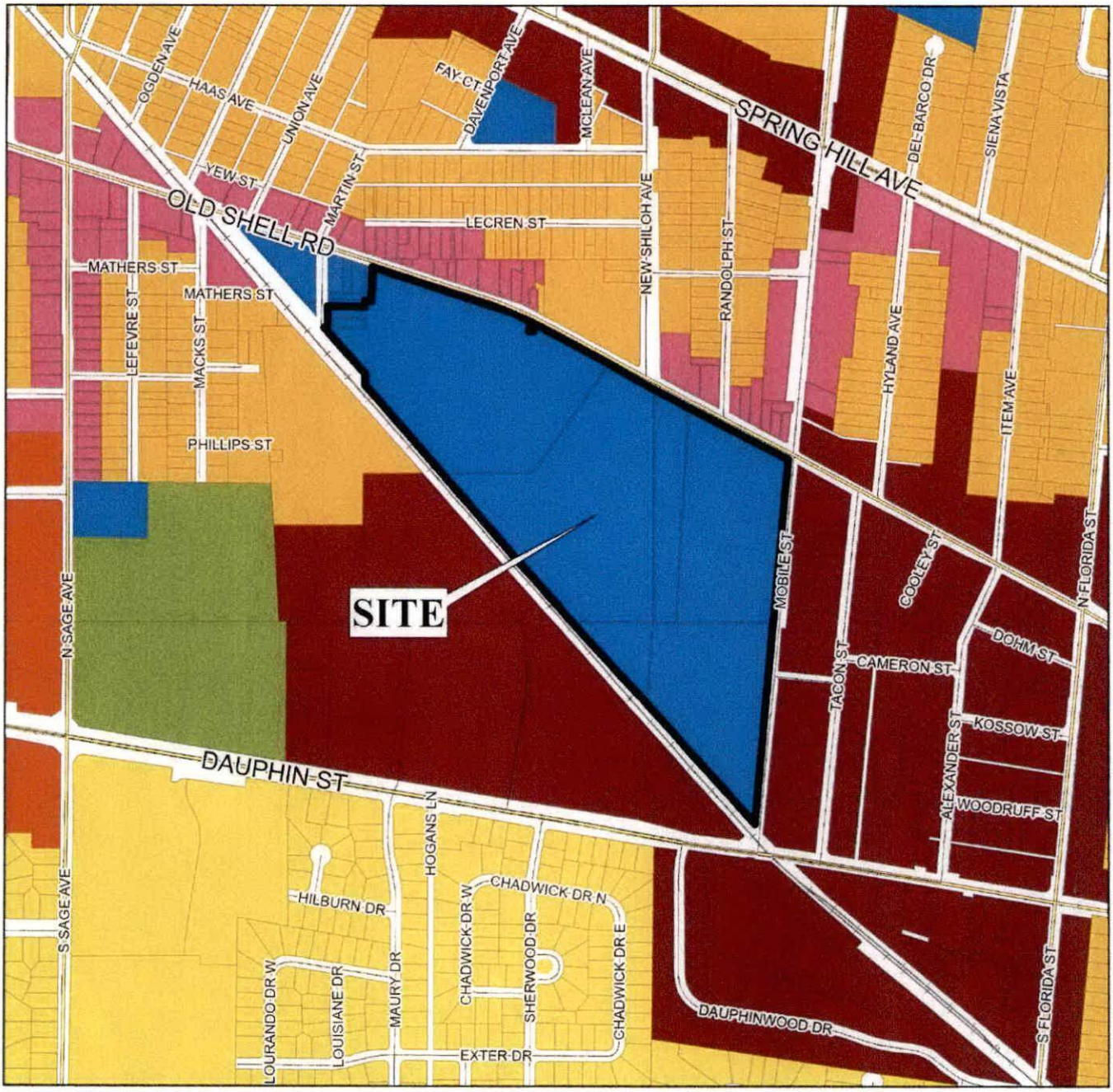
FLUM LOCATOR MAP



APPLICATION NUMBER 13 DATE July 20, 2023

APPLICANT UMS-Wright

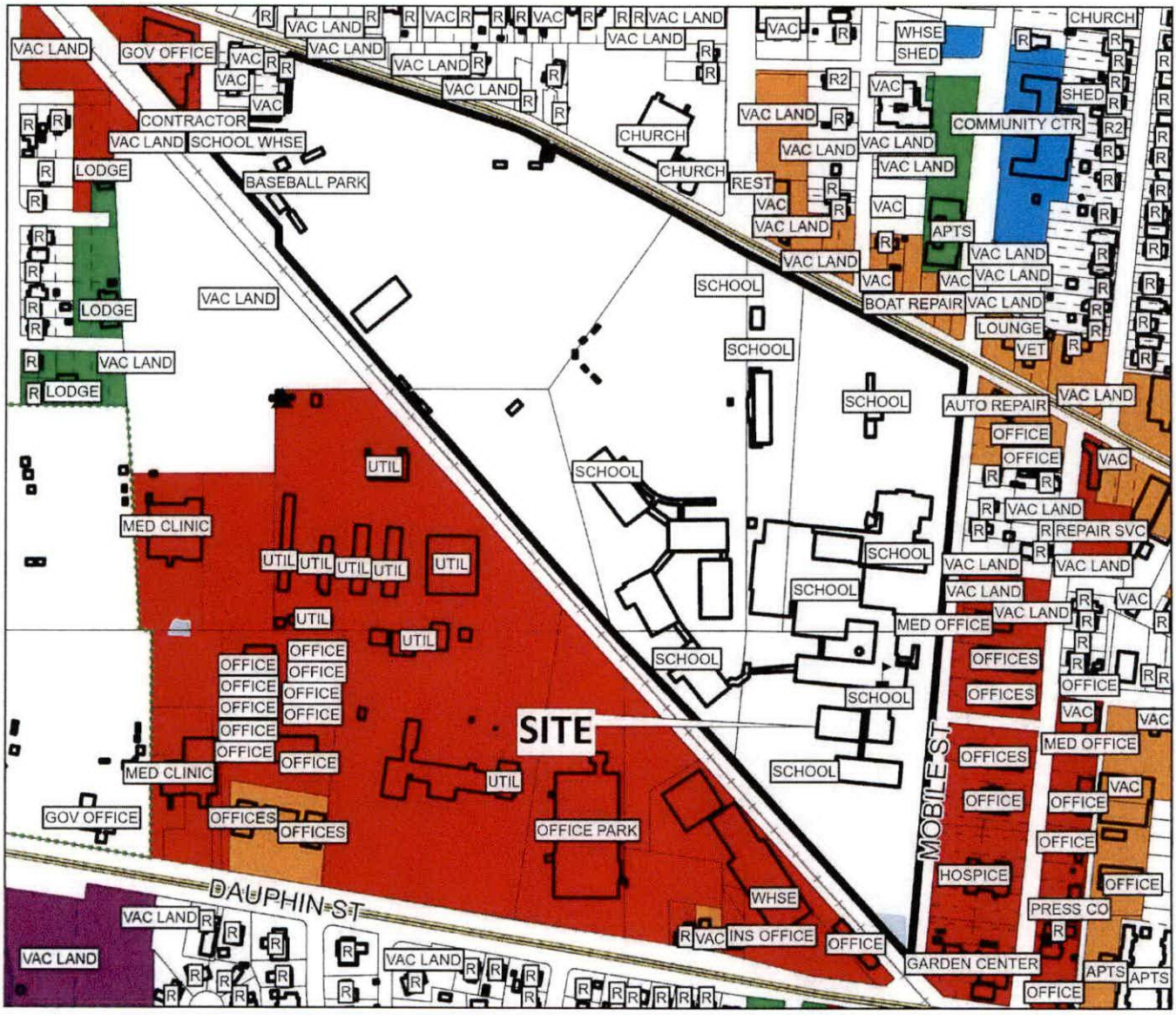
REQUEST PUD Modification, PA Modification

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential and commercial units.

APPLICATION NUMBER 13 DATE July 20, 2023

APPLICANT UMS-Wright

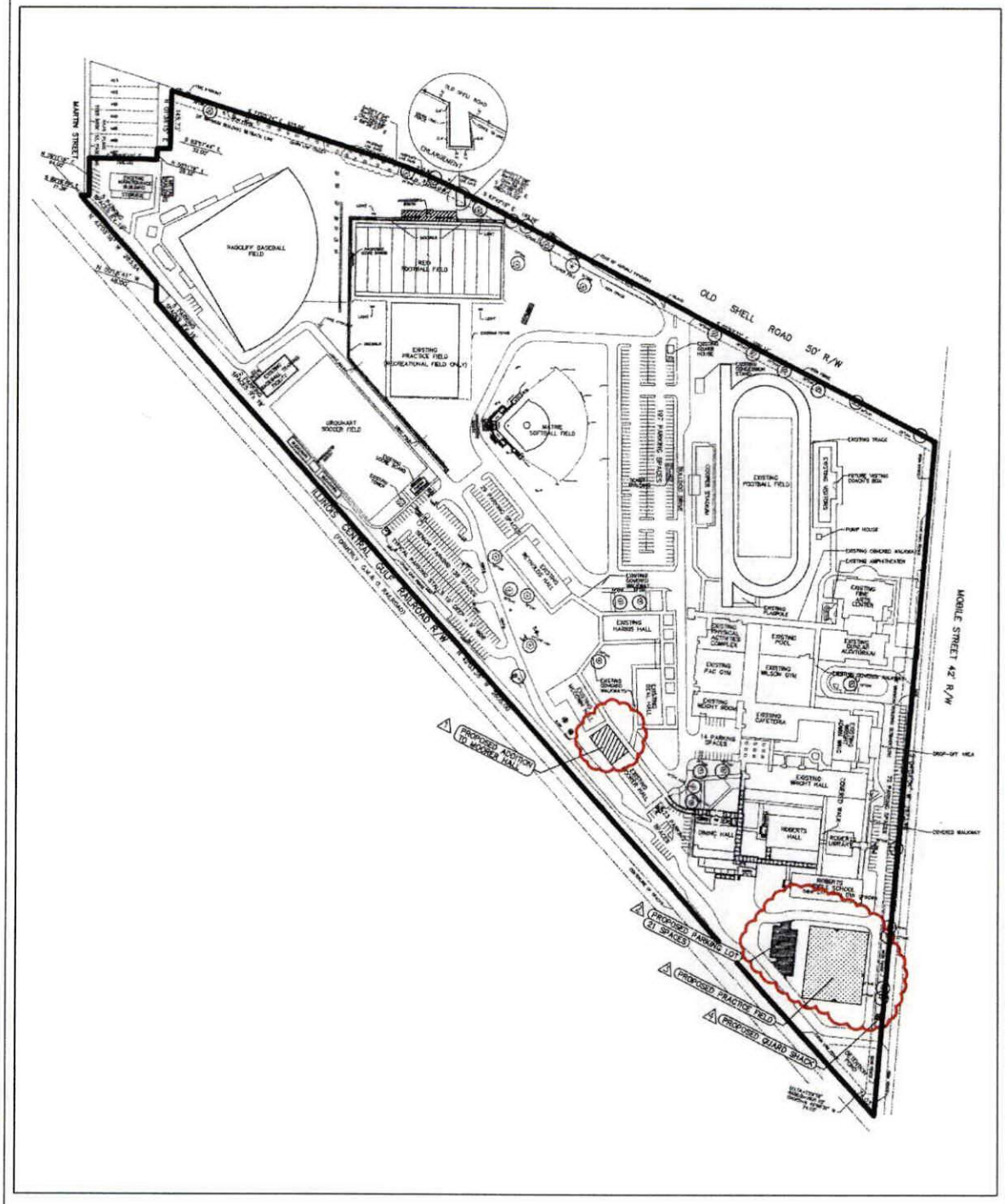
REQUEST PUD Modification, PA Modification

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

N

NTS

SITE PLAN



The site plan illustrates the existing buildings, fields, parking, proposed addition, proposed parking, and proposed field.

APPLICATION NUMBER	13	DATE	July 20, 2023
APPLICANT	UMS-Wright		
REQUEST	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)

Institutional Land Use (INS)

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

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

AGENDA ITEM SUMMARY SHEET

Agenda of:11/21/2023

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

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/5/2023 - 1:26 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/21/2023

Sponsored by:

Councilmember Reynolds

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	10/5/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/5/2023 - 1:22 PM

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 6137 Todd Acres Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted December 14, 2021, a public hearing will be held on the 24th day of January, 2023, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 6137 Todd Acres Drive from B-5, Office Distribution District and I-2, Heavy Industry District, to B-5, Office Distribution District.

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

Lisa C. Lambert
City Clerk

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

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

Commencing at the Southeast corner of Lot 2, The Mobile Commerce Park, Phase II, Resubdivision of Lot 9, as recorded in Map Book 120, Page 49, Probate Court Records, Mobile County, Alabama, run South 00°-00'-00" West, 1627.08 feet to the Point of Beginning of the property herein described; thence continue South 00°-00'-00" West, 404 feet, more or less, to the Northern margin of Rabbit Creek and a point hereinafter known as Point A; thence Northwardly and Eastwardly along the meanders of said creek, 1100 feet, more or less, to a point hereinafter known as Point B (mathematical tie from Point A to Point B bears North 66°-47'-16" East, 782.88 feet); thence North 00°-24'-25" West, 92.11 feet; thence North 89°-43'-31" West, 718.43 feet to the Point of Beginning. Said property contains 4.7 acres, more or less.

TOGETHER WITH: Beginning at the Southeast corner of Lot 2, The Mobile Commerce Park, Phase II, Resubdivision of Lot 9 as recorded in Map Book 120, Page 94, Probate Court Records, Mobile County, Alabama, run North 08°-22'-29" West and along the West line of said Lot 2, a distance of 435.67 feet; thence North 81°-37'-31" East, 100.00 feet to a point on a 732.00 foot radius curve to the right; thence Northwardly and Westwardly along the arc of said curve (chord bears North 09°-34'-38" West, 29.29 feet), a distance of 29.29 feet to a point on the South line of Lot C, Resubdivision of Lots 6, 7, and 8, The Mobile Commerce Park Phase I, as recorded in Map

Book 83, Page 21, said Probate Court Records; thence North 89°-27'-56" East and along the South line of said subdivision, 674.76 feet; thence South 00°-24'-25" East, 116.00 feet, more or less, to the Western margin of Rabbit Creek; thence Southwardly along the meanders of said creek, 994.00 feet, more or less, to a point on the South bank of said creek; thence South 00°-24'-25" East, 1052.89 feet, to a point on the North line of property conveyed by instrument recorded in Real Property Book 5593, Page 595, said Probate Court Records; thence North 89°-43'-31" West and along the North line of said property, 718.43 feet; thence North 00°-00'-00" East, 2031.20 feet to the Point of Beginning. Said property contains 33.6 acres, more or less.

The classification of said property is hereby changed from B-5, Office Distribution District and I-2, Heavy Industry District, to B-5, Office Distribution District and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a B-5, Office Distribution District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-5, Office Distribution District until all of the conditions set forth below have been complied with: 1. Completion of the Subdivision process for proposed Lot 4; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.

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 14th day of November, 2023 at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 18th day of October, 2023 **AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE.**

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

Commencing at the Southeast corner of Lot 2, The Mobile Commerce Park, Phase II, Resubdivision of Lot 9, as recorded in Map Book 120, Page 49, Probate Court Records, Mobile County, Alabama, run South 00°-00'-00" West, 1627.08 feet to the Point of Beginning of the property herein described; thence continue South 00°-00'-00" West, 404 feet, more or less, to the Northern margin of Rabbit Creek and a point hereinafter known as Point A; thence Northwardly and Eastwardly along the meanders of said creek, 1100 feet, more or less, to a point hereinafter known as Point B (mathematical tie from Point A to Point B bears North 66°-47'-16" East, 782.88 feet); thence North 00°-24'-25" West, 92.11 feet; thence North 89°-43'-31" West, 718.43 feet to the Point of Beginning. Said property contains 4.7 acres, more or less.

TOGETHER WITH: Beginning at the Southeast corner of Lot 2, The Mobile Commerce Park, Phase II, Resubdivision of Lot 9 as recorded in Map Book 120, Page 94, Probate Court Records, Mobile County, Alabama, run North 08°-22'-29" West and along the West line of said Lot 2, a distance of 435.67 feet; thence North 81°-37'-31" East, 100.00 feet to a point on a 732.00 foot radius curve to the right; thence Northwardly and Westwardly along the arc

of said curve (chord bears North 09°-34'-38" West, 29.29 feet), a distance of 29.29 feet to a point on the South line of Lot C, Resubdivision of Lots 6, 7, and 8, The Mobile Commerce Park Phase I, as recorded in Map Book 83, Page 21, said Probate Court Records; thence North 89°-27'-56" East and along the South line of said subdivision, 674.76 feet; thence South 00°-24'-25" East, 116.00 feet, more or less, to the Western margin of Rabbit Creek; thence Southwardly along the meanders of said creek, 994.00 feet, more or less, to a point on the South bank of said creek; thence South 00°-24'-25" East, 1052.89 feet, to a point on the North line of property conveyed by instrument recorded in Real Property Book 5593, Page 595, said Probate Court Records; thence North 89°-43'-31" West and along the North line of said property, 718.43 feet; thence North 00°-00'-00" East, 2031.20 feet to the Point of Beginning. Said property contains 33.6 acres, more or less.

The classification of said property is hereby changed from **B-5, Office Distribution District and I-2, Heavy Industry District, to B-5, Office Distribution District** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **B-5, Office Distribution District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-5, Office Distribution District** until all of the conditions set forth below have been complied with: **1. Completion of the Subdivision process for proposed Lot 4; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.** _ in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **6137 Todd Acres Drive.**

The proposed amendment to the Unified Development Code changes the classification of the subject property from **B-5, Office Distribution District and I-2, Heavy Industry District, to B-5, Office Distribution District.** Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-5** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **B-5** districts until the following conditions have been complied with: **1. Completion of the Subdivision process for proposed Lot 4; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.**

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

AN ORDINANCE **2023**

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

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

Commencing at the Southeast corner of Lot 2, The Mobile Commerce Park, Phase II, Resubdivision of Lot 9, as recorded in Map Book 120, Page 49, Probate Court Records, Mobile County, Alabama, run South 00°-00'-00" West, 1627.08 feet to the Point of Beginning of the property herein described; thence continue South 00°-00'-00" West, 404 feet, more or less, to the Northern margin of Rabbit Creek and a point hereinafter known as Point A; thence Northwardly and Eastwardly along the meanders of said creek, 1100 feet, more or less, to a point hereinafter known as Point B (mathematical tie from Point A to Point B bears North 66°-47'-16" East, 782.88 feet); thence North 00°-24'-25" West, 92.11 feet; thence North 89°-43'-31" West, 718.43 feet to the Point of Beginning. Said property contains 4.7 acres, more or less.

TOGETHER WITH: Beginning at the Southeast corner of Lot 2, The Mobile Commerce Park, Phase II, Resubdivision of Lot 9 as recorded in Map Book 120, Page 94, Probate Court Records, Mobile County, Alabama, run North 08°-22'-29" West and along the West line of said Lot 2, a distance of 435.67 feet; thence North 81°-37'-31" East, 100.00 feet to a point on a 732.00 foot radius curve to the right; thence Northwardly and Westwardly along the arc of said curve (chord bears North 09°-34'-38" West, 29.29 feet), a distance of 29.29 feet to a point on the South line of Lot C, Resubdivision of Lots 6, 7, and 8, The Mobile Commerce Park Phase I, as recorded in Map Book 83, Page 21, said Probate Court Records; thence North 89°-27'-56" East and along the South line of said subdivision, 674.76 feet; thence South 00°-24'-25" East, 116.00 feet, more or less, to the Western margin of Rabbit Creek; thence Southwardly along the meanders of said creek, 994.00 feet, more or less, to a point on the South bank of said creek; thence South 00°-24'-25" East, 1052.89 feet, to a point on the North line of property conveyed by instrument recorded in Real Property Book 5593, Page 595, said Probate Court Records; thence North 89°-43'-31" West and

along the North line of said property, 718.43 feet; thence North 00°-00'-00" East, 2031.20 feet to the Point of Beginning. Said property contains 33.6 acres, more or less.

The classification of said property is hereby changed from **B-5, Office Distribution District and I-2, Heavy Industry District, to B-5, Office Distribution District** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **B-5, Office Distribution District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-5, Office Distribution District** until all of the conditions set forth below have been complied with: **1. Completion of the Subdivision process for proposed Lot 4; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.**

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

Adopted:

_____

Lisa Lambert, City Clerk

Todd Acres Industrial Park Subdivision, Resubdivision of Lots 1 and 4 (A. Patrick Dungan, Adams and Reese LLP, Agent)
6137 Todd Acres Drive
Council District 4
Ben Reynolds

THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

October 3, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on September 21, 2023 considered the request of **Todd Acres Industrial Park Subdivision, Resubdivision of Lots 1 and 4 (A. Patrick Dungan, Adams and Reese LLP, Agent)** for a change in zoning from **B-5, Office Distribution District and I-2, Heavy Industry District, to B-5, Office Distribution District** for the property located at **6137 Todd Acres Drive.**

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1. Completion of the Subdivision process for proposed Lot 4; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.**

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

September 22, 2023

A. Patrick Dungan
Adams and Reese LLP
11 N. Water Street
Suite 23200
Mobile, Alabama 36602

Re: 6137 Todd Acres Drive
ZON-002620-2023
Todd Acres Industrial Park Subdivision
A. Patrick Dungan, Adams and Reese LLP
District 4
Rezoning from Office Distribution District (B-5) and Heavy Industry District (I-2), to Office Distribution District (B-5).

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

At its meeting on September 21, 2023, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined that the following criteria prevail to support the rezoning request:

A) Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
B) Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
C) Compatibility. Whether the proposed amendment is compatible with:
    - The current development trends, if any, in the vicinity of the subject property;
    - Surrounding land uses;
    - Would adversely impact neighboring properties; or
    - Cause a loss in property values.
D) Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare.
E) Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and,
F) Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.

G) Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request. As such, the Planning Commission voted to recommend Approval of the rezoning request to the City Council, subject to the following conditions:

As such, the Planning Commission voted to recommend Approval of the rezoning request to the City Council, subject to the following conditions.

1. Completion of the Subdivision process for proposed Lot 4;
2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and,
3. Full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is $435.86. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas
Margaret Pappas
Deputy Director Planning and Zoning

LEGAL DESCRIPTION

STATE OF ALABAMA)
COUNTY OF MOBILE)

Commencing at the Southeast corner of Lot 2, The Mobile Commerce Park, Phase II, Resubdivision of Lot 9, as recorded in Map Book 120, Page 49, Probate Court Records, Mobile County, Alabama, run South 00°-00'-00" West, 1627.08 feet to the Point of Beginning of the property herein described; thence continue South 00°-00'-00" West, 404 feet, more or less, to the Northern margin of Rabbit Creek and a point hereinafter known as Point A; thence Northwardly and Eastwardly along the meanders of said creek, 1100 feet, more or less, to a point hereinafter known as Point B (mathematical tie from Point A to Point B bears North 66°-47'-16" East, 782.88 feet); thence North 00°-24'-25" West, 92.11 feet; thence North 89°-43'-31" West, 718.43 feet to the Point of Beginning. Said property contains 4.7 acres, more or less.

TOGETHER WITH: Beginning at the Southeast corner of Lot 2, The Mobile Commerce Park, Phase II, Resubdivision of Lot 9 as recorded in Map Book 120, Page 94, Probate Court Records, Mobile County, Alabama, run North 08°-22'-29" West and along the West line of said Lot 2, a distance of 435.67 feet; thence North 81°-37'-31" East, 100.00 feet to a point on a 732.00 foot radius curve to the right; thence Northwardly and Westwardly along the arc of said curve (chord bears North 09°-34'-38" West, 29.29 feet), a distance of 29.29 feet to a point on the South line of Lot C, Resubdivision of Lots 6, 7, and 8, The Mobile Commerce Park Phase I, as recorded in Map Book 83, Page 21, said Probate Court Records; thence North 89°-27'-56" East and along the South line of said subdivision, 674.76 feet; thence South 00°-24'-25" East, 116.00 feet, more or less, to the Western margin of Rabbit Creek; thence Southwardly along the meanders of said creek, 994.00 feet, more or less, to a point on the South bank of said creek; thence South 00°-24'-25" East, 1052.89 feet, to a point on the North line of property conveyed by instrument recorded in Real Property Book 5593, Page 595, said Probate Court Records; thence North 89°-43'-31" West and along the North line of said property, 718.43 feet; thence North 00°-00'-00" East, 2031.20 feet to the Point of Beginning. Said property contains 33.6 acres, more or less.

MOBILE CITY PLANNING COMMISSION
August 23, 2023
PUBLIC HEARING NOTICE

Re: 6137 Todd Acres Drive
ZON-UDC-002620-2023
Todd Acres Industrial Park Subdivision, Resubdivision of Lots 1 and 4
A. Patrick Dungan, Adams and Reese LLP
District 4
Rezoning from Office Distribution District (B-5) and Heavy Industry District (I-2), to Office Distribution District (B-5).

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, September 21, 2023, at 2:00 p.m. to consider your above referenced application.

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

The proposed application is Rezoning from Office Distribution District (B-5) and Heavy Industry District (I-2), to Office Distribution District (B-5); however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, September 20, 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
August 23, 2023
PUBLIC HEARING NOTICE

Re: 6137 Todd Acres Drive
ZON-UDC-002620-2023
Todd Acres Industrial Park Subdivision, Resubdivision of Lots 1 and 4
A. Patrick Dungan, Adams and Reese LLP
District 4
Rezoning from Office Distribution District (B-5) and Heavy Industry District (I-2), to Office Distribution District (B-5).

Dear Property Owner(s):

This letter is to advise property owners within 300 feet, as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, September 21, 2023, at 2:00 p.m., to consider the above referenced application.

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

The proposed application is Rezoning from Office Distribution District (B-5) and Heavy Industry District (I-2), to Office Distribution District (B-5); however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

While your presence is not required, this notice is to advise you of the meeting so that you may participate and if you wish, present your views concerning this application to the Planning Commission

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, September 20, 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:	A. Patrick Dungan	
Firm:	Adams and Reese LLP	
Phone:	251-709-8507	
Email:	patrick.dungan@arlaw.com	
Address:	11 N Water St, Ste 23200 Mobile, AL 36602	

	Owner	Design Professional
Name:	Jerry & Terry Lathan	Cecil "Zeke" Hudson
Firm:		Rowe Engineering & Surveying
Phone:	251-443-7663	251-666-2766
Email:	jerry@lathancompany.com	zeke@roweengineering.com
Address:	5450 Rangeline Road 36619	3502 Laughlin Dr, Ste B 36693

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

4435 Commerce Blvd — Property Address

37.7± acres — Property Area (acres or square feet)

R023307351000001.000; R023307354000001.001 R023307353000001.000 — Parcel Number(s) or Key Number(s)

I-2, B-5 — Present Zoning or Transect District

B-5 — Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable. N/A

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.

Owner #2: Industrial Park Board of Mobile County
c/o David Rodgers - 251-431-8657
Mobile Area Chamber of Commerce
drodgers@mobilechamber.com
P.O. Box 2187 36652

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

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

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

Owner Signature — Date

A. Patrick Dungan
Digitally signed by: A. Patrick Dungan
DN: CN = A. Patrick Dungan email = patrick.dungan@arlaw.com C = US O = Adams and Reese LLP
Date: 2023.08.08 08:27:17 -05'00'

Applicant or Agent Signature (if applicable) — Date

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

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

A. Patrick Dungan
Digitally signed by: A. Patrick Dungan
DN: CN = A. Patrick Dungan email = patrick.dungan@arlaw.com C = US O = Adams and Reese LLP
Date: 2023.08.08 08:27:39 -05'00'

Applicant or Agent Signature — Date

CHECKLIST A
Conditional Use Permit

Requirement Checklist A is required for all Conditional Use Permits

The following information is required to evaluate applications for Conditional Use Permits. Please provide a statement for all items.

Please consult the Use Table in Section 64-2-24 of the UDC as the following uses may require supplemental documentation. Select all of the uses that apply.

☐ Bed and Breakfast Establishments	☐ Bar/Lounge
☐ Community Residences	☐ Daycare, Child (Home Based 7-12 Children)
☐ Short-Term Rentals	☐ Private or Parochial School
☐ Above-Ground Oil Storage Tank	☐ Hazardous Substance Storage Tank

Have you provided the required information for the selected uses above? ☐ Yes ☐ No

---

The Following information is required for Conditional Use Permits. Please refer to Section 64-10-6 for a full description of the requirements and verify that the following documentation is provided:

☐ Planning Commission Application
☐ Documentation of compliance with Approval Criteria
☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
☐ Site Plan
☐ Neighborhood Meeting Documentation

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

   _____
   _____
   _____
   _____

   _____
   Future Land Use Map (FLUM) Designation

2. Is the application compliant with Development Standards of Article 3? ☐ Yes ☐ No
   If no, what are the deficiencies?

   _____
   _____
   _____

3. Describe how the application and plan is compatible with the character of the surrounding neighborhood.

   _____
   _____
   _____

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

5. Please provide the following information:
   - ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
   - ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
   - ☐ Lighting:
   - ☐ Hours of operation:
   - ☐ Other conditions that are unique to the use of the property:

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

7. Describe how the proposal is designed to minimize the impact on storm water facilities.

8. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?

9. 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.

10. For Above-Ground Oil Storage Tanks, please include all information required by Section 64-4-7. For Hazardous Substance Storage Tanks, please include all information required by Section 64-4-8.

SUPPLEMENTAL DOCUMENTATION
Bed and Breakfast Establishments

The following information is required to evaluate applications for Conditional Use Permits for a Bed and Breakfast. Please provide a statement for all items.

1. Will the owner of the establishment reside on the site? ☐ Yes ☐ No
   How many nonresident employees are proposed for the business?

   _____

   _____

2. How many guest rooms will be provided?

   _____

   _____

3. Will meals be provided? Are meals or food to be provided to any customers that are NOT overnight guests of the proposed Bed and Breakfast?

   _____

   _____

4. What is the maximum stay for guests?

   _____

   _____

SITE PLAN, BUILDING ELEVATION AND SIGN INFORMATION

The following information is required to evaluate the conditional use application. Please provide all the following information as additional documentation.

☐ Provide elevations of all structure on the property to illustrate that the residential nature of the neighborhood or the character of the dwelling as a residence are maintained.

☐ Illustrate the refuse area on the site plan (be no closer than twenty (20) feet from any property line and 100 feet from any dwelling on an adjacent lot)

☐ Illustrate required parking on the site plan (Minimum of two (2) off-street parking spaces for the principal occupants of the residence, and a minimum of one (1) additional parking space per guest room. The additional parking spaces shall not be located in any required front or side yard setback area and shall be screened from the view of adjacent properties.

☐ No more than one (1) identification sign shall be permitted for the Bed and Breakfast use. Such signs shall state only the name and street address of the establishment. It shall not exceed four (4) square feet in sign face area. No other signage or advertising copy such as Vacancy/No Vacancy, Rent/Lease, etc. is permitted.

SUPPLEMENTAL DOCUMENTATION
Bar/Lounge

The following information is required to evaluate applications for Conditional Use Permits for a Bar/Lounge. Please provide a statement for all items.

1. Is entertainment or music to be provided? ☐ Yes ☐ No
   If yes, how often will entertainment or music be provided? Will sound systems or amplification be used? What hours will entertainment or music be provided?

   _____
   _____
   _____
   _____

2. Describe how the proposal is in the City's, larger community's, or neighborhood's best interest and what needs, benefits, or public purposes it serves.

   _____
   _____
   _____
   _____

3. Describe any potential adverse effects of the proposed use and structure upon the neighborhood and how will they be mitigated.

   _____
   _____
   _____
   _____

SUPPLEMENTAL DOCUMENTATION
Community Residences

The following information is required to evaluate applications for Conditional Use Permits for Community Residences. Please provide a statement for all items.

1. How many unrelated persons will occupy the home?

2. Will the community residence operate as a functional family (also known as emulating a biological family) to foster community gathering?

3. Is there an existing community residence within one thousand linear feet of the proposed community residence location? ☐ Yes ☐ No
   Refer to the Alabama Department of Mental Health, the Alabama Department of Public Health, and the Alabama Department of Human Resources for information regarding existing community residences.
   If yes, provide the address of the existing community residence(s).

4. Describe how the proposed Community Residence will not alter the residential character of the surrounding neighborhood.

5. By how many individuals will the community residence exceed the as of right maximum of four (4) residents? Provide an explanation of the financial and/or therapeutic need to house the proposed number of residents.

6. What is the primary function of the proposed Community Residence? What type of treatment is provided on site?

7. Describe how the requested number of residents in the proposed Community Residence will not interfere with the normalization and community integration of the occupants of any existing Community Residence.

SUPPLEMENTAL DOCUMENTATION
Daycare, Child (Home Based 7-12 children)

The following information is required to evaluate applications for Conditional Use Permits for Home Based Daycare. Please provide a statement for all items.

1. Is the home the primary residence of the daycare operator? ☐ Yes ☐ No

2. Are there additional employees? ☐ Yes ☐ No
   If yes, how many and do they reside at the home?

   _____

   _____

SITE PLAN AND BUILDING INFORMATION

The following are required to evaluate the conditional use application. Please provide all the following information as additional documentation.

☐ The outdoor play area shall be enclosed by a fence or wall at least four (4) feet in height. Please indicate on the site plan.

☐ The outdoor play area shall be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.

☐ All parking shall comply with the Parking Requirements of Article 3, Section 12, except that the parking and driveway may be of an Approved Alternative Paving Surface, and shall comply with the size, location, and other specification requirements set forth in Section 64-3-12.

☐ The following minimum amount of off-street parking must be provided:

- ☐ The minimum number required for residences as set forth in Section 64-3-12 and Table 64-3-12.1 (i.e., two (2) per dwelling unit for a single-family detached dwelling); plus
- ☐ One (1) space for each employee who is not a full-time permanent resident of the home; plus
- ☐ One (1) space for every three (3) children that the home daycare is licensed to serve by the Department of Human Resources.

☐ The indoor floor space of the home must be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.

SUPPLEMENTAL DOCUMENTATION
Short Term Rentals

The following information is required to evaluate applications for Conditional Use Permits for Short Term Rentals. Please provide a statement for all items.

Note: The establishment shall not serve meals. Guest rooms shall not contain cooking facilities.

1. Are any on-site employees proposed?

2. How many guest rooms are proposed?

3. Describe how the short term rental will not alter the surrounding neighborhood or the character of the dwelling.

SITE PLAN AND BUILDING INFORMATION

The following are required to evaluate the conditional use application. Please provide all the following information as additional documentation.

- ☐ Illustrate the refuse collection area, how it is screened from view, and that it is in a compliant location (no closer than twenty (20) feet from any property line and 100 feet from any dwelling on an adjacent lot).
- ☐ Illustrate a minimum of two (2) off-street parking spaces for the principal occupants of the residence (if any), and a minimum of one (1) additional parking space per guest room. Illustrate compliance with the UDC (parking spaces shall not be located in any required front or side yard setback area and shall be screened from the view of adjacent properties by natural or artificial means).
- ☐ Provide a building plan for the site illustrating all accessory structures, outdoor spaces and the floor plans of each.

SUPPLEMENTAL DOCUMENTATION
Private or Parochial Schools

The following information is required to evaluate the conditional use application. Please provide all the following information as additional documentation.

SITE PLAN

- ☐ Building coverage shall not exceed forty (40) percent of the total lot area.

- ☐ Not less than two (2) off-street parking spaces per classroom shall be provided for an elementary school, three (3) per classroom for a junior high school and eight (8) per classroom for a senior high school.

- ☐ Minimum yard dimensions should be: Front Yard depth, thirty (30) feet; Side Yard width, forty (40) feet; Rear Yard depth, forty (40) feet, provided that each of these dimensions should be increased by one foot for every foot by which the height of the building exceeds thirty-five (35) feet.

- ☐ Playgrounds, play fields and other active recreation facilities should not extend into required yards, and no structure for seating spectators at athletic events (except a gymnasium or auditorium completely enclosed within a building) should be located closer than two hundred (200) feet to any residential property line.

    - ☐ One off-street parking space should be provided for every three (3) spectator seats in any such facility.

- ☐ Off-street school bus loading spaces should be provided when school buses are to be used.

- ☐ Fences or planted buffer strips should be provided as determined by the Board to be necessary for safety purposes or to minimize possible adverse effects upon adjacent property.

CHECKLIST B
Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

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

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   As proposed, Lot 4 would be split-zoned, therefore the subdivision of land into building sites makes reclassification of the land necessary and desirable.

   Light Industry/Heavy Industry
   Future Land Use Map (FLUM) Designation

   B-5
   Requested Zoning

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

3. Describe how this proposal promotes the community's health, safety, and welfare.
   Down-zone back to B-5 of property that was zoned B-5 less than 1 year ago to accommodate combining subject property with other property still zoned B-5 to avoid split-zoning.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
   Terms of land conveyance transaction changed such that the southern boundary of Lot 4 will extend south to Rabbit Creek.

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

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

2. Describe the surrounding land uses.
   I-2, B-5, R-1

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

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

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
   It is in the City's best interest to avoid split-zoning.

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

N/A.

CHECKLIST C
Planned Development

The following are required to evaluate applications for Planned Developments. Please provide a statement for all prompts.

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
- ☐ Neighborhood Meeting documentation
- ☐ A Concept Plan
- ☐ Dimensional and Design Standards, per Section 64-2-23.D
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
- ☐ List of Permitted uses, per Section 64-2-23.C

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

   _____

   _____

   _____

   _____

   _____

   Future Land Use Map (FLUM) Designation

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

   _____

   _____

   _____

   _____

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

   _____

   _____

   _____

   _____

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

     _____

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

     _____

     _____
   - ☐ Lighting:

     _____

     _____
   - ☐ Hours of operation:

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

5. Describe how the proposal is designed to minimize the impact on storm water facilities.

6. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?

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.

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.

SITE PLAN AND BUILDING INFORMATION

The following information is required to evaluate the application. Please provide all the following information as additional documentation.

- ☐ Illustrate that the site plan satisfies the minimum continuous acreage requirements of Section 64-2-23.A
- ☐ Illustrate the open space.
- ☐ Illustrate available public utilities, streets, and community facilities.
- ☐ Illustrate that the site has appropriate ingress and egress.
- ☐ Illustrate how the site accommodates existing urban amenities and natural features.

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.
   For Plan Consistency Statement and Zoning Statement, please refer to SUB-002225-2022 & ZON-002226-2022.

   Light Industry/Heavy Industry
   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
   Existing land in Lot 4 is already zoned B-5.

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

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

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

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

     _____

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

     _____

     _____
   - ☐ Lighting:

     _____

     _____
   - ☐ Hours of operation:

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

     _____

     _____

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

   _____

   _____

   _____

   _____

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.

   It is in the City's best interest to avoid split-zoning.

   _____

   _____

   _____

NEIGHBORHOOD MEETING DOCUMENTATION

N/A

The following are required for neighborhood meeting documentation. Please provide a statement for all items. Refer to Section 64-5-4 of the UDC for full requirements.

This section applies to any of the following applications:

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

Please verify the following documentation is provided:

☐ Dated Photograph(s) of the posted sign(s)
☐ The verified address list of surrounding property owners who were notified
☐ A sign-in sheet documenting meeting attendance
☐ Written summary or minutes of the meeting
☐ Copies of any site plans, building elevations or other documents provided or referenced at the meeting

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?

2. What information was presented at the meeting?

3. What concerns were raised during the meeting?

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

July 27, 2023

City of Mobile
Urban Development Department
Planning Section
P.O. Box 1827
Mobile, AL 36633

RE: Todd Acres Parcels
Parcel ID Nos: R023307353000001.000

To Whom it May Concern:

Jerry and Terry Lathan (the "Owners") hereby grant Patrick Dungan of Adams and Reese LLP the right to act as agents on behalf of the Owners with respect to the application to the City of Mobile Planning Commission for resubdivision of Lots 1 and 4 of the Todd Acres Industrial Park Subdivision, and the rezoning of a portion of Lot 1 of said subdivision from I-2 back to B-5.

Sincerely,

Jerry Lathan

Terry Lathan

INDUSTRIAL PARK BOARD OF MOBILE COUNTY

P.O. BOX 2187
MOBILE, ALABAMA 36652-2187

September 9, 2022

City of Mobile
Urban Development Department
Planning Section
P.O. Box 1827
Mobile, AL 36633

RE: Todd Acres Parcels
Parcel ID Nos: R023307352000001.001; R023307353000001.001;
R023307354000001.001; R023307351000001.000

To Whom it May Concern:

The Industrial Park Board of Mobile County (the "Board") hereby grants (i) Charles Tisher and Clark, Geer, Latham, and Associates; (ii) Clay Smith and Kimley-Horn; and (iii) Patrick Dungan of Adams and Reese LLP the right to act as an agent on behalf of the Board concerning the application to the City of Mobile Planning Commission for subdivision and rezoning to I-2 for the above-referenced properties.

Sincerely,

Lowell J. Friedman
Chairman
Industrial Park Board of Mobile County

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project: Todd Acres Industrial Park Resubdivision

Address: 4435 Commerce Blvd

Owner #2: Industrial Park Board of Mobile County
c/o David Rodgers - 251-431-8657
Mobile Area Chamber of Commerce
drodgers@mobilechamber.com
P.O. Box 2187 36652

Owner: Jerry & Terry Lathan

Address: 5450 Rangeline Road Zip Code: 36619

Phone: 251-443-7663 Fax: _____ Email: jerry@lathancompany.com

Authorized Agent: A. Patrick Dungan (Adams and Reese LLP)

Address: 11 N Water St, Ste 23200 Mobile, AL Zip Code: 36602

Phone: 251-709-8507 Fax: _____ Email: patrick.dungan@arlaw.com

Contractor: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Civil Engineer: Cecil "Zeke" Hudson

Address: 3502 Laughlin Dr, Ste B Zip Code: 36693

Phone: 251-666-2766 Fax: _____ Email: zeke@roweengineering.com

Architect: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Submitted by:

A. Patrick Dungan
Signature

Digitally signed by: A. Patrick Dungan
DN: CN = A. Patrick Dungan email = patrick.dungan@arlaw.com C = US O = Adams and Reese LLP
Date: 2023.08.08 09:17:59 -05'00'

A. Patrick Dungan
Print

Date

Agent
Affiliation to project/Organization

For Plan Consistency Statement and Zoning Statement, please refer to SUB-002225-2022 & ZON-002226-2022.

We request to rezone the southern portion of Lot 4 of the proposed Todd Acres Industrial Park Resubdivision. This area was previously rezoned from B-5 to I-2, but the lot lines of Lots 1 and 4 of the Todd Acres Industrial Park Subdivision need to be changed per Owners' request. Because Lot 4 was not previously rezoned, it remains B-5, and the portion of land being added to Lot 4 from Lot 1 should revert back to B-5 to avoid a split-zoned parcel.

AN ORDINANCE 2022

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

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

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

LOT 1

Commencing at the Northwest corner of Section 35, Township 5 South, Range 2 West, Mobile County, Alabama, run South 89°-58'-56" East and along the North line of said Section, 2039.36 feet to the Point of Beginning of the property herein described, said point being the Northeast corner of Lot 5, Crigler Industrial Park, as recorded in Map Book 128, Page 89, Probate Court Records, Mobile County, Alabama; thence South 89°-58'-56" East and along the North line of said Section 35, a distance of 1100.68 feet to the Northeast corner of Lot 16, The Mobile Commerce Park Phase I, as recorded in Map Book 46, Page 42, said Probate Court Records; thence along said Lot 16 as follows: South 00°-39'-18" East, 177.81 feet to the PC of a 75.00 foot radius curve to the right; thence Southwardly and Westwardly along the arc of said curve (chord bears South 45°-08'-35" West, 108.27 feet), a distance of 120.95 feet; thence South 89°-56'-35" West, 165.09 feet; thence South 00°-07'-03" East and along the West line of Lot 15, said subdivision, a distance of 490.29 feet; thence North 89°-55'-17" East and along the South line of said lot, 141.63 feet; thence South 14°-33'-19" East, 100.30 feet to a point on the Western line of Lot 11, The Mobile Commerce Park Phase II, as recorded in Map Book 62, Page 72, said Probate Court Records; said point being in the arc of 449.91 foot radius curve to the left; thence Southwardly and Westwardly along the arc of said curve (chord bears South 37°-34'-10" West, 549.93 feet), a distance of 591.65 feet; thence North 89°-53'-09" East and along the South line of said lot, 396.41 feet to a point on the West line of Lot 10, said The Mobile Commerce Park Phase II; thence South 00°-01'-43" West, 326.34 feet; thence North 89°-41'-59" East and along the South line of Lot 10, The Mobile Commerce Park Phase II and Lot 2, The Mobile Commerce Park Phase II Resubdivision of Lot 9, as recorded in Map Book 120, Page 94, said Probate Records, a distance of 1486.84 feet; thence South 00°-00'-00" West, 1047.10 feet; thence South 89°-43'-31" East, 712.57 feet;

thence South 00°-24'-25" East, 580.00 feet; thence continue South 00°-24'-25" East, 92.00 feet, more or less, to the centerline of Rabbit Creek, said point hereinafter referred to as Point A; thence Southwardly and Westwardly along the meanders of said creek, 4572.00 feet, more or less, to a point hereinafter referred to as Point B (mathematical tie from Point A to Point B bears South 44°-24'-53" West, 2651.72 feet); thence North 89°-35'-36" West, along the North line of property conveyed by instrument recorded in Land Records Book 7288, Page 303 and property recorded in Instrument No. 2020071069, said Probate Records, a distance of 2333 feet; thence South 00°-03'-18" East, 1327.26 feet to a point on the North line of property now or formerly of Waste Management of Alabama, said point being on the South line of the Northwest Quarter of the Northwest Quarter of Section 2, Township 6 South, Range 2 West; thence North 89°-20'-25" West and along the South line of aid Northwest Quarter of Northwest Quarter and a projection thereof, a distance of 2815.98 feet; thence North 02°-13'-44" East, 611.24 feet; thence South 90°-00'-00" East, 1415.30 feet; thence North 00°-45'-49" West, 60.00 feet; thence South 90°-00'-00" East, 45.00 feet; thence North 00°-00'-00" East, 100.00 feet; thence South 90°-00'-00" West, 100.00 feet; thence South 00°-00'-00" West 100.00 feet to a point on the Northern right-of-way line of Giblin Road (60 foot right-of-way); thence North 90°-00'-00" West and along said North right-of-way line, 1357.17 feet; thence North 02°-13'-44" East, 644.15 feet; thence South 89°-35'-36" East, 1415.82 feet to the Southwest corner of Section 35, Township 5 South, Range 2 West; thence North 02°-15'-47" East and along the East line of property by instrument recorded in Land Records Book 7309, Page 985, said Probate Records, a distance of 1089.90 feet; thence South 89°-47'-19" West, 413.91 feet to a point on the Eastern right-of-way line of Todd Acres Road (100 foot right-of-way); thence North 44°-17'-45" East and along said East right-of-way line, 213.94 feet; thence North 89°-47'-19" East, 270.53 feet; thence North 02°-15'-47" East, 288.15 feet to a point on the South line of said Todd Acres Road; thence North 44°-17'-45" East and along said East right-of-way line, 286.34 feet to the PC of a 2914.93 foot radius curve to the left; thence Northwardly and Eastwardly along the arc of said curve (chord bears North 29°-14'-08" East, 1502.31 feet), a distance of 1519.45 feet; thence North 14°-18'-39" East 1610.39 feet to a point on the South line of Lot 7, said Crigler Industrial Park; thence along the South line of said Lot 1, run South 75°-38'-03" East, 466.20 feet; North 89°-55'-06" East, 399.98 feet; thence North 00°-04'-59" West, 695.31 feet to the Point of Beginning. Said property contains 492.2 acres, more or less.

And

LOT 2

Commencing at the Northwest corner of Section 35, Township 5 South, Range 2 West, Mobile County, Alabama, run South 02°-13'-14" West and along the West line of said Section 35, a distance of 1376.75 feet to the Point of Beginning of the property herein described, said point being on the South right-of-way line of the Louisville and Nashville Railroad (100 foot right-of-way); thence South 02°-13'-49" West and along the West line of said Section 35, a distance of 925.00 feet; thence South 89°-53'-35" East, 30.02 feet; thence South 02°-13'-49" West, 1128.00 feet; thence South 42°-46'-

11" East, 33.55 feet to a point on the Northern right-of-way line of Todd Acres Road (100 foot right-of-way); thence North 44°-18'-07" East and along said North right-of-way line, 94.77 feet to the PC of a 2814.93 foot radius curve to the left; thence Northwardly and Eastwardly along the arc of said curve (chord bears North 29°-14'-07" East, 1449.13 feet), a distance of 1465.63 feet; thence North 14°-20'-42" East and along said Northern right-of-way line, 1555.21 feet to a point on the South line of Crigler Industrial Park, as recorded in Map Book 128, Page 89, Probate Court Records, Mobile County, Alabama; thence North 75°-38'-46" West and along the South line of said subdivision, 649.42 feet to a point on the Eastern right-of-way line of said Louisville and Nashville Railroad; thence South 28°-33'-54" West and along said Eastern right-of-way line, 1052.01 feet to the Point of Beginning.

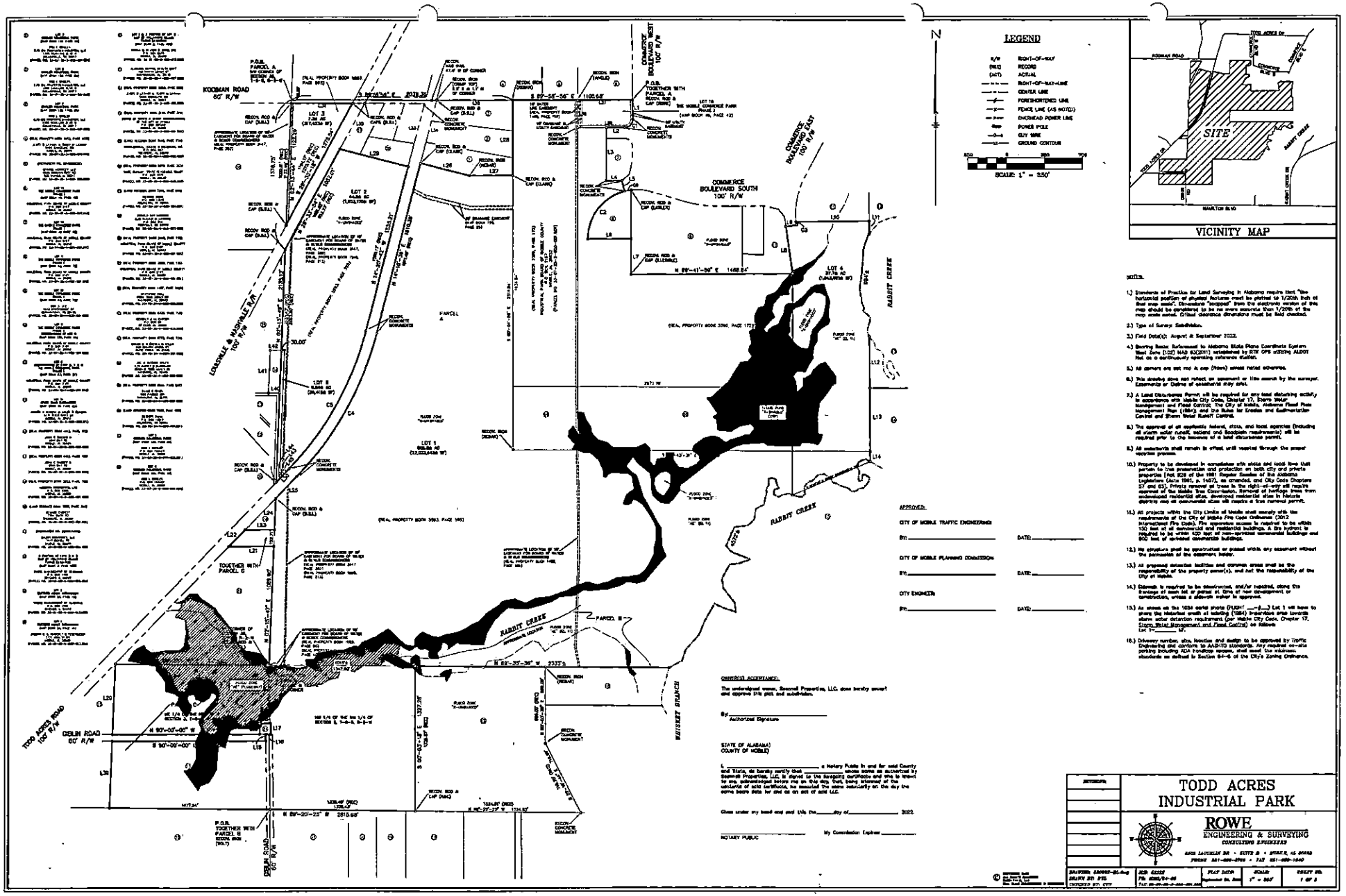
The classification of said property is hereby changed from **R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in **I-2, Heavy Industrial District,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **I-2, Heavy Industrial District** until all of the conditions set forth below have been complied with: **1) completion of the Subdivision process; and, 2) full compliance with all municipal codes and ordinances.**

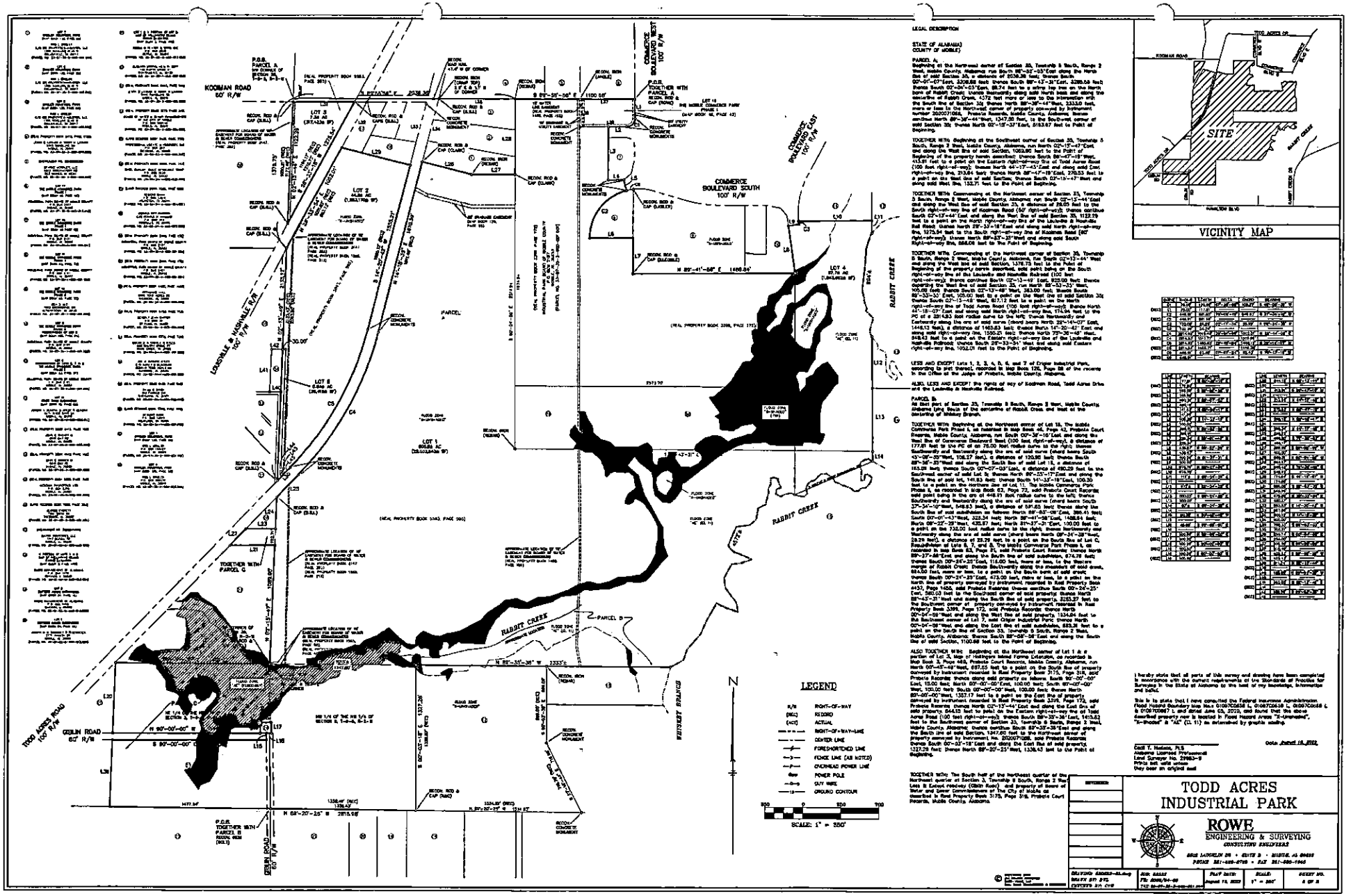
Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

Adopted: JAN 0 3 2023

Lisa Lambert, City Clerk

Todd Acres Industrial Park Subdivision
6137 Todd Acres Drive
West and East side of Todd Acres Drive; extending to the South side of Kooiman Road, 680' ± West of Todd Acres Drive
Council District 4
Ben Reynolds


TODD ACRES INDUSTRIAL PARK
ROWE
ENGINEERING & SURVEYING
CONSULTING ENGINEERS
VICINITY MAP
SITE
LEGEND
NOTES:
OWNERS ACCEPTANCE:
APPROVED:
CITY OF MOBILE TRAFFIC ENGINEERING
CITY OF MOBILE PLANNING COMMISSION
CITY ENGINEER
KOOMAN ROAD
60' R/W
TODD ACRES ROAD
100' R/W
GERLIN ROAD
60' R/W
LOUISVILLE & NASHVILLE R/W
100' R/W
COMMERCE BOULEVARD SOUTH
100' R/W
COMMERCE BOULEVARD EAST
100' R/W
RABBIT CREEK
WHISKEY BRANCH
LOT 1
LOT 2
LOT 3
LOT 4
LOT A
LOT B
PARCEL A
PARCEL B
PARCEL C
TOGETHER WITH PARCEL C
TOGETHER WITH PARCEL B
P.O.B. PARCEL A
P.O.B. TOGETHER WITH PARCEL A
P.O.B. TOGETHER WITH PARCEL B



LEGAL DESCRIPTION

STATE OF ALABAMA
COUNTY OF MOBILE)

PARCEL A:
Beginning at the Northwest corner of Section 35, Township 5 South, Range 2 West, Mobile County, Alabama; run South 89°-52'-05" East along the North line of said Section 35, a distance of 2638.38 feet; thence South 00°-07'-07" East, 3288.66 feet; thence South 89°-42'-36" East, 3288.56 feet; thence South 00°-04'-03" East, 88.74 feet to a point on the North bank of Rabbit Creek; thence Northeasterly along said North bank and along the meanders of Rabbit Creek, 1372 feet more or less to the intersection with the South line of Section 30; thence North 89°-36'-44" West, 2333.0 feet, more or less, to the Northwest corner of property conveyed by Instrument Number 2620031066, Probate Records, Mobile County, Alabama; thence continue North 89°-36'-44" West, 1347.00 feet, to the Southeast corner of said Section 25; thence North 00°-10'-37" East, 5183.87 feet to Point of Beginning.

TOGETHER WITH: Beginning at the Southeast corner of Section 25, Township 5 South, Range 2 West, Mobile County, Alabama, run North 02°-15'-47" East along the West line of said Section, 1082.80 feet to the Point of Beginning of the property herein described; thence South 89°-41'-58" West, 1486.84 feet to a point on the Eastern right-of-way line of Todd Acres Road (100 foot right-of-way); thence North 44°-17'-43" East and along said East right-of-way line, 213.64 feet; thence North 89°-41'-58" East, 2763.53 feet to a point on the West line of said Section; thence South 02°-15'-47" West and along said West line, 1332.71 feet to the Point of Beginning.

TOGETHER WITH: Commencing at the Northwest corner of Section 25, Township 5 South, Range 2 West, Mobile County, Alabama; run South 02°-15'-44" East and along the West line of said Section 25, a distance of 2615.59 feet to the South right-of-way line of Kooiman Road (60' right-of-width); thence continue South 02°-15'-44" East and along the West line of said Section 25, 1122.29 feet to a point on the Eastern right-of-way line of the Louisville & Nashville Railroad; thence North 29°-33'-18" East and along said North right-of-way line, 1275.84 feet to the South right-of-way line of Kooiman Road (60' right-of-way); thence North 89°-52'-05" West and along said South right-of-way line, 1664.06 feet to Point of Beginning.

TOGETHER WITH: Commencing at the Northwest corner of Section 25, Township 5 South, Range 2 West, Mobile County, Alabama; run South 02°-13'-44" East and along the West line of said Section, 1378.75 feet to the Point of Beginning of the property herein described, said point being on the South right-of-way line of the Louisville and Nashville Railroad (100 foot right-of-way); thence continue South 02°-13'-44" East, 823.00 feet; thence departing the West line of said Section 25, run North 89°-53'-33" West, 1676.08 feet; thence South 02°-10'-49" West, 383.00 feet; thence South 89°-53'-33" East, 125.00 feet to a point on the West line of said Section 30; thence South 02°-13'-49" West, 67.12 feet to a point on the North right-of-way line of Todd Acres Road (100 foot right-of-way); thence North 83°-18'-07" East and along said North right-of-way line, 174.94 feet to the PC of a 2814.93 foot radius curve to the left; thence Northeasterly and Easterly along the arc of said curve (chord bears North 75°-14'-07" East, 1446.13 feet), a distance of 1460.63 feet; thence North 14°-49'-43" East and along said right-of-way line, 1500.23 feet; thence North 75°-36'-48" West, 948.62 feet to a point on the Eastern right-of-way line of the Louisville and Nashville Railroad; thence South 29°-33'-34" West and along said Eastern right-of-way line, 1092.01 feet to the Point of Beginning.

LESS AND EXCEPT Lots 1, 2, 3, 4, 5, 6, and 7 of Draper Industrial Park, according to plat thereof, recorded in Map Book 126, Page 58 of the records in the Office of the Judge of Probate, Mobile County, Alabama.

ALSO, LESS AND EXCEPT the rights of way of Kooiman Road, Todd Acres Drive and the Louisville & Nashville Railroad.

PARCEL B:
All that part of Section 25, Township 5 South, Range 2 West, Mobile County, Alabama lying South of the centerline of Rabbit Creek and West of the centerline of Wetwest Branch.

TOGETHER WITH: Beginning at the Northwest corner of Lot 1B, The Mobile Commerce Park Phase 4, as recorded in Map Book 46, Page 42, Probate Court Records, Mobile, Alabama, run South 00°-36'-16" West along the West line of Commerce Boulevard West (100 foot right-of-way), a distance of 177.81 feet to the PC of an 11.50 foot radius curve to the right; thence Southwesterly and Southerly along the arc of said curve (chord bears South 53°-06'-00" West, 108.27 feet), a distance of 153.98 feet; thence South 89°-35'-36" West and along the South line of said Lot 1B, a distance of 185.08 feet; thence South 00°-07'-03" East, a distance of 180.29 feet to the Southwest corner of said Lot 1B; thence North 89°-35'-17" East and along the South line of said lot, 741.83 feet; thence South 14°-37'-18" East, 100.30 feet to a point on the Northwest line of Lot 1J, The Mobile Commerce Park Phase 5, as recorded in Map Book 67, Page 72, said Probate Court Records; said point being in the arc of a 418.31 foot radius curve to the left; thence Southwesterly and Westerly along the arc of said curve (chord bears South 37°-34'-10" West, 548.63 feet), a distance of 591.03 feet; thence along the South line of said subdivision as follows: North 89°-53'-33" West, 399.41 feet; South 00°-07'-03" West, 323.34 feet; North 89°-41'-58" East, 1486.84 feet; North 89°-52'-28" West, 425.87 feet; North 84°-37'-30" West, 100.00 feet to a point on the 732.00 foot radius curve to the right; thence Northwesterly and Westerly along the arc of said curve (chord bears North 08°-24'-38" West, 29.29 feet), a distance of 29.29 feet to a point on the South line of Lot C, Resubdivision of Lots 2-A, 3-A and 4-A, The Mobile Commerce Park Phase 5, as amended in said Book 67, Page 72, said Probate Court Records; thence North 89°-37'-58" East and along the South line of said subdivision, 674.78 feet; thence North 00°-24'-25" East, 114.00 feet; thence North 89°-37'-58" West along the centerline of Rabbit Creek (meanderly) along the southeast of said creek, 1814.00 feet, more or less, to a point on the South bank of said creek; thence South 00°-24'-25" East, 473.00 feet, more or less, to a point on the North line of property conveyed by Instrument to Real Property Book 6437, Page 1405, said Probate Records; thence continue South 00°-24'-25" East, 2612.03 feet to the Southeast corner of said property; thence North 89°-43'-31" West and along the South line of said property, 2253.37 feet to the Southwest corner of property conveyed by Instrument recorded in Real Property Book 3205, Page 172, said Probate Records; thence North 00°-11'-09" West and along the West line of said property, 1334.64 feet to the Southeast corner of Lot 1, Block 1, Wetwest Subdivision; thence North 00°-04'-58" West and along the East line of said subdivision, 853.36 feet to a point on the South line of Section 33, Township 5 South, Range 2 West, Mobile County, Alabama; thence South 89°-08'-08" East and along the South line of said Section, 1100.68 feet to the Point of Beginning.

ALSO TOGETHER WITH: Beginning at the Northwest corner of Lot 1 A, a portion of Lot 3, Map of Washington Island Farms Extension, as recorded in Map Book 3, Page 46, Probate Court Records, Mobile County, Alabama, run North 00°-43'-49" West, 697.55 feet to a point on the South line of property conveyed by Instrument recorded in Real Property Book 3175, Page 318, said Probate Records; thence North 89°-52'-05" East and along said South line, 1100.54 feet; thence South 00°-07'-00" East, 15.00 feet; thence North 89°-52'-05" East, 100.00 feet; thence South 00°-07'-00" West, 1050.00 feet; thence South 89°-52'-05" West, 100.00 feet; thence North 00°-07'-00" West, 1327.17 feet to a point on the East line of property conveyed by Instrument recorded in Real Property Book 2304, Page 172, said Probate Records; thence North 02°-15'-44" East and along the East line of said property, 1332.71 feet to a point on the Eastern right-of-way line of Todd Acres Road (100 foot right-of-way); thence South 44°-17'-43" West, 1413.63 feet to the Southwestern corner of Section 25, Township 5 South, Range 2 West, Mobile County, Alabama; thence continue South 89°-36'-36" West and along the South line of said Section, 1347.00 feet to the Northwest corner of property conveyed by Instrument No. 2020071085, said Probate Records; thence South 00°-03'-18" East and along the East line of said property, 1327.26 feet; thence North 89°-20'-25" West, 1338.43 feet to the Point of Beginning.

TOGETHER WITH: The South half of the Northeast quarter of the Northwest quarter of Section 3, Township 6 South, Range 2 West, Less & Except Hackney (CR60 Road), and property of board of Water and Sewer Commissioners of the City of Mobile as described in Real Property Book 3179, Page 518, Probate Court Records, Mobile County, Alabama.

VICINITY MAP

I hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief.

This is to state that I have consulted the Federal Insurance Administration Flood Hazard Boundary Map No.: 0100700658 L, 0100700638 L, 0100700658 L & 0100700967 L and dated June 05, 2020, and found that the above described property now is located in Flood Hazard Areas "X-Unshaded", "X-Shaded" & "AE" (EL 11) as determined by graphic scaling.

Date: August 15, 2022

Scott T. Rowe, PLS
Alabama Licensed Professional
Land Surveyor No. 29983-S
Prints not valid unless
they bear an original seal

REVISIONS

TODD ACRES INDUSTRIAL PARK

ROWE
ENGINEERING & SURVEYING
CONSULTING ENGINEERS

3838 LAGOON DR. • SUITE 3 • MOBILE, AL 36693
PHONE 251-666-9799 • FAX 251-666-1965

DRAWING #20022-SLdwg	JOB #2022	FIELD DATE: August 15, 2022	SCALE: 1" = 350'	SHEET NO. 1 OF 1
SURVEY BY STP. CONTROL BY CVR	FB: 2022/94-99			

BAUMHAUER STEPHEN THERRELL
C/O SALLY WAGNER, CPA
5409 W 134TH PL
HAWTHORNE, CA 90250

MCKINLEY SPARKS LLC
4825 OBSERVATORY RD
DES MOINES, IA 50311

TWILLEY BUILDERS INC
PO BOX 850669
MOBILE, AL 36685

GOODWIN WILLIE B & LINDA F
PO BOX 1019
THEODORE, AL 36590

INDUSTRIAL PARK BOARD OF MOB
ATTN ECONOMIC DEV.
PO BOX 2187
MOBILE, AL 36652

CRIGLER ROD L
PO BOX 190457
MOBILE, AL 36619

WACKER JOHN C III
6641 BAY RD
MOBILE, AL 36605

MOBILE AL GROUP LLC, A GEORGIA
LLC C/O: ROBERT W WILLIS JR
6675 JONES MILL CT
NORCROSS, GA 30092

NGUYEN HUON THI A/K/A HUON T
NGUYEN & BILLY BUI HILL
5790 RIVERCHASE DR N
MOBILE, AL 36619

MEADOWS KIM
5675 RIVERVIEW OAKS DR
THEODORE, AL 36582

GARRETT GREGORY LEE
3998 BYRONELL DR N
MOBILE, AL 36693

KYLES OSCAR D & CREOLA M
605 CHERRY GROVE PT
WHITES CREEK, TN 37189

CARTER LENELL & CLARA BELL
CARTER
6026-D TODD ACRES DR
THEODORE, AL 36582

CARTER OLIVETTE C/O ASHLEY
CARTER
PO BOX 1091
THEODORE, AL 36590

VALHALLA MEMORIAL GARDENS INC
PO BOX 205
SEMMES, AL 36575

HALL ARTHURINE WOODARD
6066 TODD ACRES RD
THEODORE, AL 36582

TAYLOR JAMES E
5406 ALEXANDER AVE
TUSCALOOSA, AL 35406

HAWKINS DONALD RAY C/O
RONALD M HAWKINS
P O BOX 349
TIGERVILLE, SC 29688

WASTE MANAGEMENT OF ALABAMA
PO BOX 1450
CHICAGO, IL 60690

WEAVER HOSEA O & SONS INC
P O BOX 8039
MOBILE, AL 36689

FESENMEIER JOSEPH M & KIMBERLY D
3771 AMRUTH DR
MOBILE, AL 36608

PROFESSIONAL LOCATE &
RECOVERY INC
P O BOX 262
THEODORE, AL 36590

WARD-LEYTHAM REBECCA LYNN &
WILLIAM CHRISTIAN LEYTHAM
4712 KIRKWELL DR
MOBILE, AL 36619

PROFESSIONAL LOCATE &
RECOVERY INC
P O BOX 262
THEODORE, AL 36590

ALABAMA MENTAL HEALTH DEPT
100 NORTH UNION ST
MONTGOMERY, AL 36130

WHITE ALBERTA F & MAURICE WHITE
P O BOX 961
THEODORE, AL 36590

INGE DAISY E
1865 LUCKIE AVE
MOBILE, AL 36617

BRYANT DONNICE
2850 WOODMERE ST W
MOBILE, AL 36693

LATHAN JERRY D & TERRY M
LATHAN
5460 RANGELINE RD
MOBILE, AL 36619

MAZER INDUSTRIES LLC
1617 REPOLL RD
MOBILE, AL 36695

CRIGLER ROD L
PO BOX 190457
MOBILE, AL 36619

KYLES JOE & AUTHINE KYLES C/O
NANCY BLACKMON
6066G TODD ACRES RD
THEODORE, AL 36582

SAUCIER NICK JR
208 OLD SPANISH TRAIL
WAVELAND, MS 39576

CARTER WILLIE
6026-D TODD ACRES RD
THEODORE, AL 36582

CARTER BEVERLY JEAN
P O BOX 56
ST ELMO, AL 36568

CINTAS SALES CORPORATION C/O
ACCTG ASST - 90C SCG
6800 CINTAS BLVD
MASON, OH 45040

GEN 3 LLC ATTN: CHARLIE
ANDREWS
1883 BROOKSEDGE DR
GERMANTOWN, TN 38138

WACKER JOHN C III
6641 BAY RD
MOBILE, AL 36605

BD OF WATER & SEWER COMM OF
THE CITY OF MOBILE
P O BOX 180249
MOBILE, AL 36618

DONALD RANDALL N & JOANNA N
DONALD
5810 RIVERCHASE DR N
MOBILE, AL 36619

HAMMONTREE ANTHONY W & MITZI
5830 RIVERCHASE DR N
MOBILE, AL 36619

MORROW BILLY RONALD &
LYNNELL C
5840 RIVERCHASE DR N
MOBILE, AL 36619

DEES FRANK M & SHEREE L
5860 RIVERCHASE DR N
MOBILE, AL 36619

LITTLE BRIAN HEITH & ALLISON
NELSON LITTLE
5870 RIVERCHASE DR N
MOBILE, AL 36619

WITT CHANCE & HEATHER WITT
5880 RIVERCHASE DR N
MOBILE, AL 36619

PATRICIA COOPER, ANTHONY COOPER,
ET AL; TRUSTEES OF THE REV LIV TRUST
OF PATRICIA V COOPER
900 HILLCREST RD STE A5
MOBILE, AL 36695

HARTIN CHARLES WILLIAM JR
6060 RIVERCHASE DR S
MOBILE, AL 36619

ALLEN DIANA L
6070 RIVERCHASE DR S
MOBILE, AL 36619

FOWLER CREIGHTON A & KELLY D
FOWLER
6094 RIVERCHASE DR S
MOBILE, AL 36619

SAGE DUNLAP CHASE REVOCABLE
TRUST ET AL; REGIONS BANK C/O NAT
RSRCS ATTN: CHRIS JEFFERY
PO DRAWER 1628
MOBILE, AL 36633

EVERETT GEORGE A
7551 SMITH RD
THEODORE, AL 36582

MOORE MOSES & RUBY
6475 TODD ACRES ROAD
THEODORE, AL 36582

REGIONS BANK AS TRUSTEE
SPRINGHILL COLLEGE FOUND ET AL
PO BOX 13519
ARLINGTON, TX 76094

LATHAN JERRY & TERRY M
4998 KOOIMAN RD
THEODORE, AL 36582

ROACH KYLE A & JENNIFER T ROACH
4301 RIVER OAKS LN
MOBILE, AL 36619

DIXON DAVID B
203 PAWNEE CIRCLE
SARALAND, AL 36571

GEGZNA JOSEPH V & ARLEE S GEGZNA
4371 RIVER OAKS LN
MOBILE, AL 36619

MCGOWIN PROPERTIES LTD
PO BOX 2265
MOBILE, AL 36652

REGIONS BANK AS TRUSTEE
PO BOX 13519
ARLINGTON, TX 76094

HALL ARTHURINE
6066 TODD ACRES
THEODORE, AL 36582

INDUSTRIAL PARK BOARD OF MOB
ATTN: ECONOMIC DEV.
PO BOX 2187
MOBILE, AL 36652

JERRY LATHAN & TERRY LATHAN
ONE CYPRESS LAKE
THEODORE, AL 36582

ADAMS AND REESE LLP
A. PATRICK DUNGAN
11 N WATER ST, STE 23200
MOBILE, AL 36602

Agenda Item # 3

SUB-002612-2023 & ZON-UDC-002620-2023

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Rezoning

DETAILS

Location:
6137 Todd Acres Drive

Subdivision Name:
Todd Acres Industrial Park Subdivision, Resubdivision of Lots 1 and 4

Applicant / Agent:
A. Patrick Dungan, Adams and Reese LLP

Property Owner:
Jerry Lathan and Terry Lathan, and Industrial Park Board of Mobile

Current Zoning:
B-5, Office Distribution, and I-2, Heavy Industry

Proposed Zoning:
B-5, Office Distribution

Future Land Use:
Light Industry and Heavy Industry

Applicable Codes, Policies, and Plans:
- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

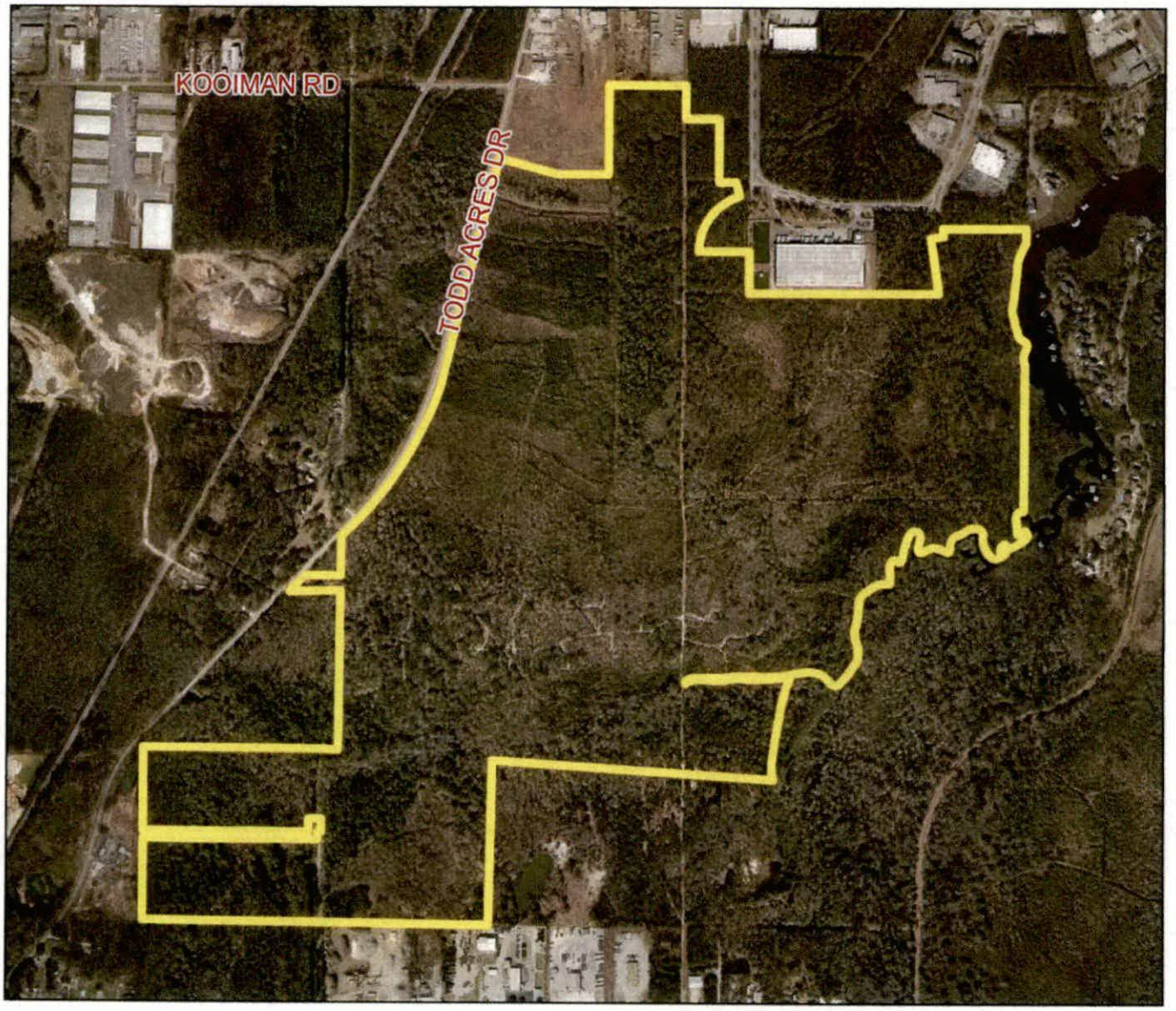
Proposal:
- Subdivision approval to create two (2) legal lots of record.
- Rezoning from B-5 and I-2 to B-5
  - Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:
1. Subdivision proposal with eleven (11) conditions; and
2. Rezoning with three (3) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 5
Exhibits 8

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial, industrial, and residential units.

APPLICATION NUMBER 3 DATE September 21, 2023

APPLICANT Todd Acres Industrial Park Subdivision, Re-subdivision

REQUEST Subdivision, Rezoning from B-5 and I-2 to B-5

N

NTS

SITE HISTORY

The subject site was annexed into the City in 2009, and portions were subsequently assigned R-A, Residential Agricultural, B-5, Office Distribution, I-1, Light Industry, and I-2, Heavy Industry zoning classifications.

On October 20, 2022, the Commission approved Todd Acres Industrial Park Subdivision, a five (5)-lot subdivision with an associated Rezoning to I-2 for portions of the site. That subdivision has yet to be signed and recorded. The Rezoning has been completed.

STAFF COMMENTS

Engineering Comments:

SUBDIVISION:

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Provide a detail of LOT 5 at the Todd Acres Road ROW.
C. Provide a bearing and distance for the chord of the two (2) points on/in Rabbit Creek (south end of line L14 and the east end of the 2333' E-W line). Set reference monuments as needed.
D. The 611' (line L39) x1477' portion at the SE corner of LOT 1 appears to be separated by Giblin Road ROW (60' wide) from the rest of LOT 1. If this ROW exists then this area should be labeled as a separate LOT (LOT 6?) and provided a separate written legal description.
E. Show and label the Rabbit Creek centerline.
F. Show and label the AE and X(S) areas on the south side of Rabbit Creek and west of Whiskey Branch.
G. National Wetlands Inventory (NWI) mapping, as shown on City of Mobile GIS information, indicates that there is potential for wetlands within the property or properties shown on this plat. Show and label the delineated wetlands, or provide a note stating that the wetlands shown on this plat are scaled from the NWI data and have not been delineated.
H. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an AE, V, or X (shaded) flood zone designation. The BFE for LOT 1 is 18' and the BFE for LOT 4 is 11'.
I. Provide reference, on the map and the description, to a monumented corner.
J. Provide a written legal description and matching bearing and distance labels for the proposed subdivision. Due to existing ROW (Road and RR) you will need to provide a separate written legal description for the subdivision of LOT 1& 4, LOT 2 & 5, LOT 3, and LOT 6.
K. Provide a note that a 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
L. Revise NOTES #13 from "All proposed detention..." to "All existing and proposed detention...".
M. Revise NOTES #15 to read "As shown on the 1984 aerial LOTS 1-5 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, LOT 2 – NONE, LOT 3 – NONE, LOT 4 – NONE, LOT 5 – NONE, LOT 6 - NONE.
N. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

REZONING:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
5. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
6. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
7. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

Planning Comments:

Subdivision

The applicant is proposing a two (2)-lot resubdivision of proposed Lots 1 and 4 of the previously-mentioned Todd Acres Industrial Park Subdivision. As that subdivision has not yet been signed and recorded, should the application at hand be approved, only Lots 2, 3 and 5 of that subdivision can be recorded.

The area of the current application consists of the East portion of proposed Lot 1, and the South portion of proposed Lot 4. The applicant proposes to shift the common lot line between the two proposed lots to the South in order to expand proposed Lot 4 while decreasing the area of proposed Lot 1. Both lots would exceed the minimum lot sizes for newly platted property in B-5, Office Distribution, and I-2, Heavy Industry districts. If approved, the lot sizes should be retained in both square feet and acres on the Final Plat.

The site has frontage on Todd Acres Drive along proposed Lot 1, and at the South terminus of Commerce Boulevard East for proposed Lot 4. Both rights-of-way are a compliant 100 feet, and the widths should be retained on the Final Plat. The plat should be corrected to label Todd Acres Drive as such instead of Todd Acres Road. The plat should be revised to indicate a 25-foot minimum building setback line along Todd Acres Drive, and a 25-foot minimum building setback line "blocked-out" at the South terminus of Commerce Boulevard East.

The plat indicates various easements within proposed Lot 1; therefore, a note should be placed on the Final Plat stating that no structures are allowed in any easement without permission of the easement holder.

As proposed Lot 4 is currently zoned B-5 and is proposed to be expanded into proposed Lot 1, which is currently zoned I-2, rezoning of proposed Lot 4 from B-5 and I-2, to B-5 must be completed (to eliminate split zoning) before the Final Plat can be signed.

Rezoning

The area of proposed Lot 4 of Todd Acres Industrial Park Subdivision is currently zoned B-5. With the proposed expansion of Lot 4 into proposed Lot 1, currently zoned I-2, a split-zoned situation would occur. In order to eliminate split zoning, the applicant proposes to rezone the expanded proposed Lot 4 from B-5 and I-2 to B-5. In this instance, the subdivision of land into building sites makes reclassification necessary and desirable to eliminate split zoning.

SUBDIVISION CONSIDERATIONS

Standards of Review:

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

Considerations:

If the Planning Commission considers approving the Subdivision request, the following conditions could apply:

1. Completion of the Rezoning process for proposed Lot 4 prior to signing the Final Plat;
2. Retention of the lot sizes in both square feet and acres, or the furnishing of a table on the Final Plat providing the same information;
3. Retention of all right-of-way widths as depicted on the preliminary plat;

4. Correction of the plat to label Todd Acres Drive as such, instead of Todd Acres Road;
5. Revision of the plat to illustrate a 25-foot minimum building setback line along Todd Acres Drive;
6. Revision of the plat to illustrate a 25-foot minimum building setback line on Lot 4 "blocked-out" at the South terminus of Commerce Boulevard East;
7. Placement of a note on the Final Plat stating that no structures are allowed in any easement without permission of 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.

REZONING CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that Rezonings are intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

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

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

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

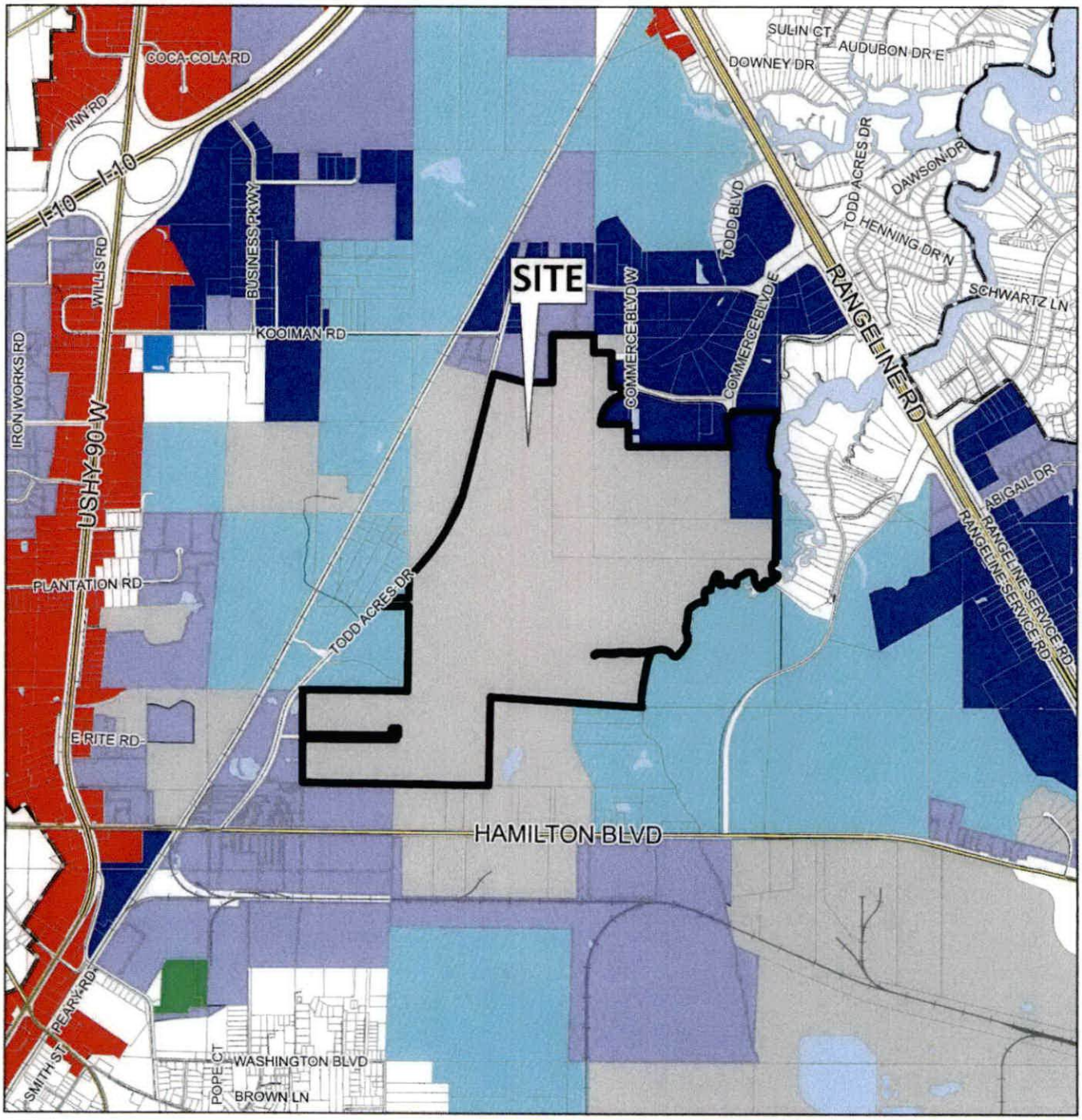
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

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

1. Completion of the Subdivision process for proposed Lot 4;
2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and,
3. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 3 DATE September 21, 2023

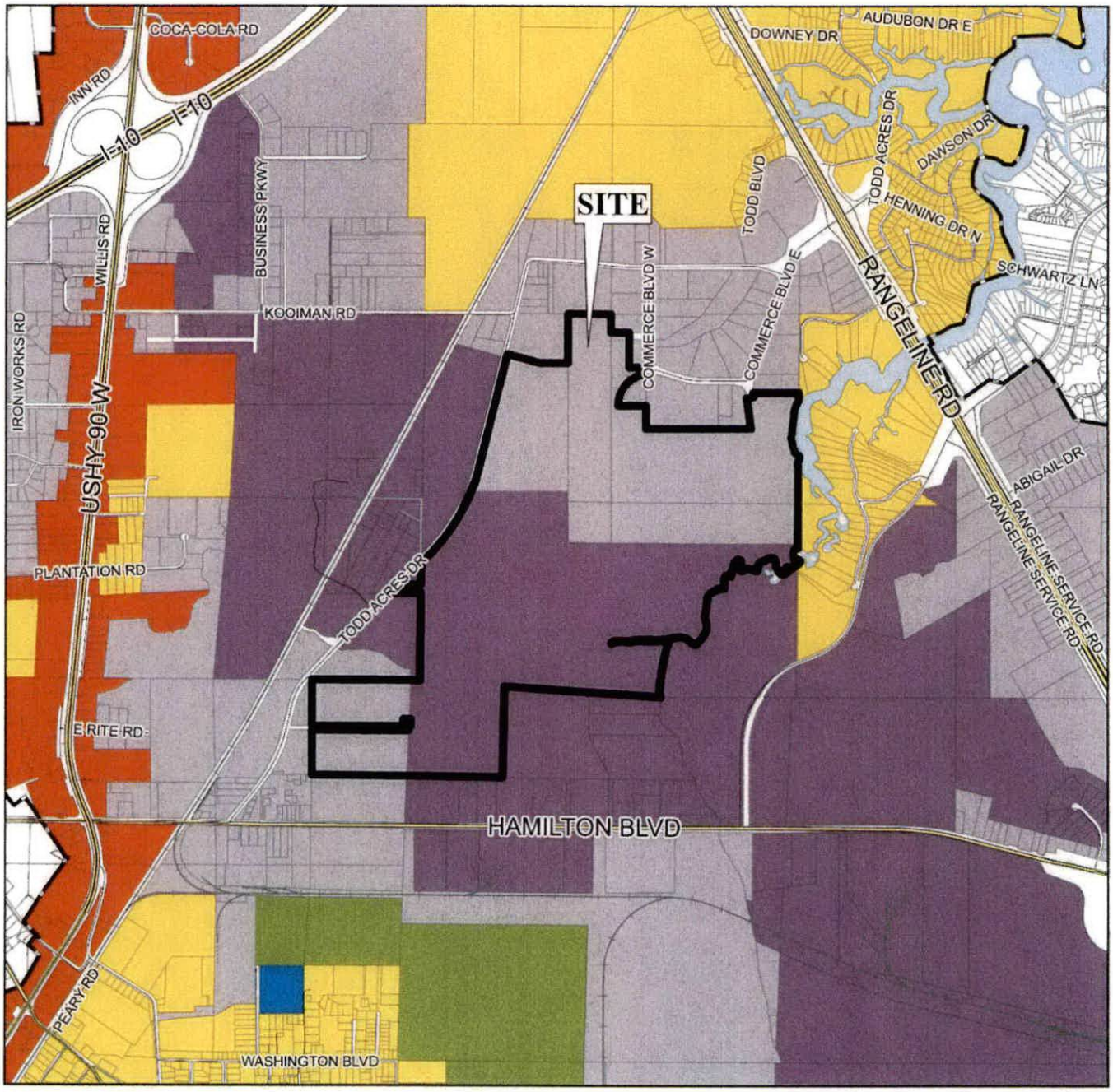
APPLICANT Todd Acres Industrial Park Subdivision, Re-subdivision

REQUEST Subdivision, Rezoning from B-5 and I-2 to B-5

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 3 DATE September 21, 2023

APPLICANT Todd Acres Industrial Park Subdivision, Re-subdivision

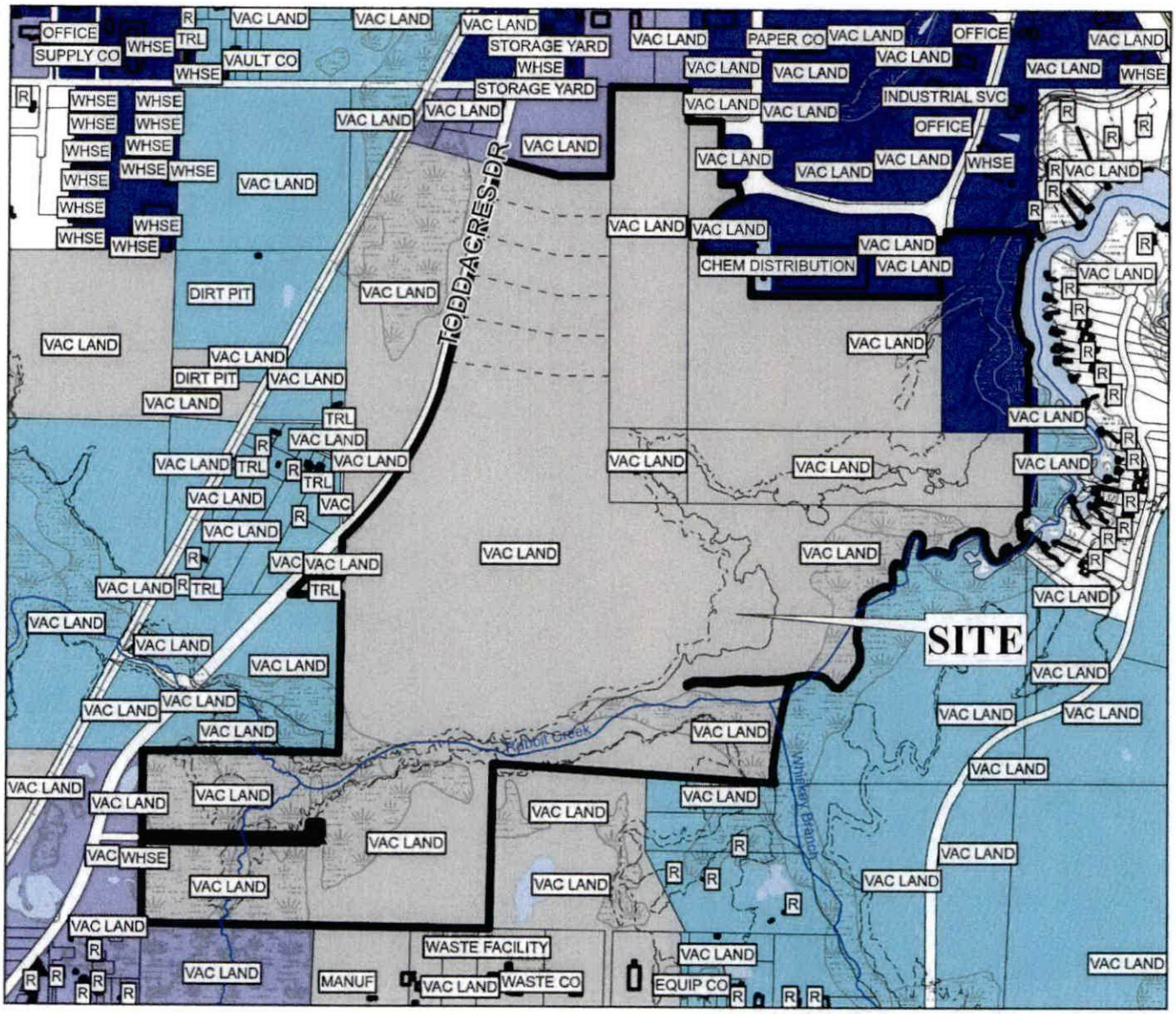
REQUEST Subdivision, Rezoning from B-5 and I-2 to B-5

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial, industrial, and residential units.

APPLICATION NUMBER 3 DATE September 21, 2023

APPLICANT Todd Acres Industrial Park Subdivision, Re-subdivision of Lots 1 and 4

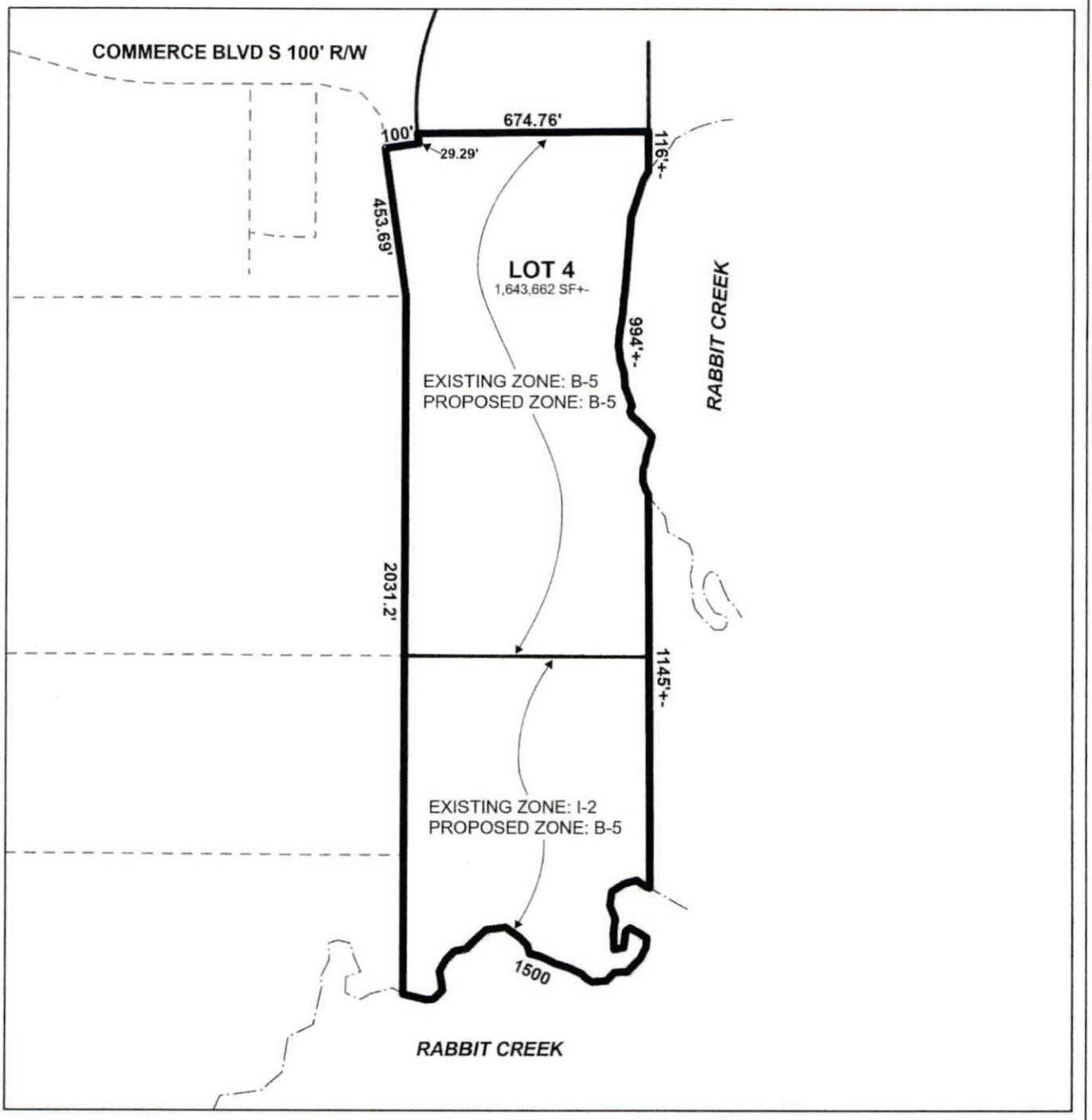
REQUEST Subdivision, Rezoning from B-5 and I-2 to B-5

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

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 3 DATE September 21, 2023

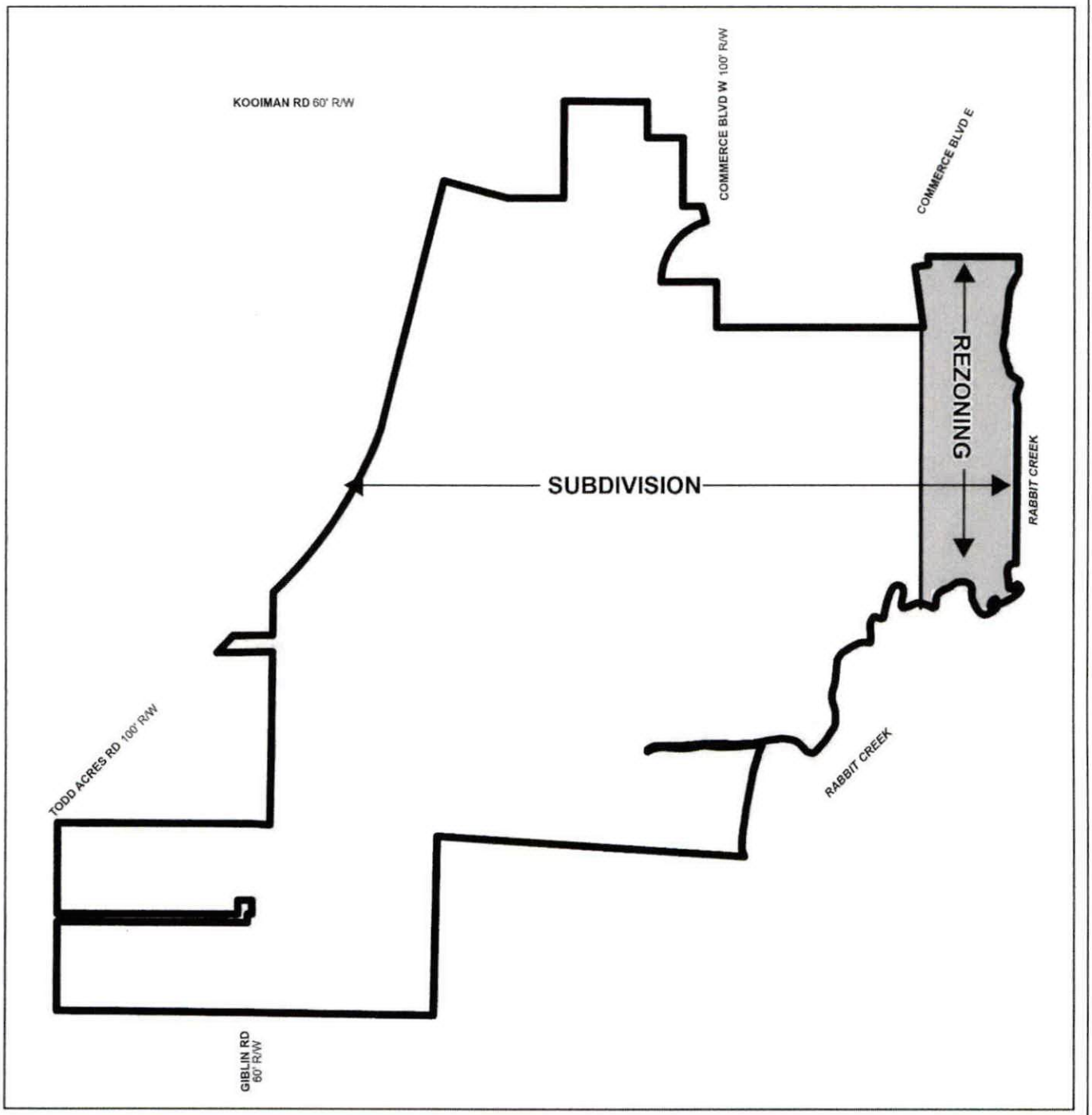
APPLICANT Todd Acres Industrial Park Subdivision, Re-subdivision

REQUEST Subdivision, Rezoning from B-5 and I-2 to B-5

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 3 DATE September 21, 2023

APPLICANT Todd Acres Industrial Park Subdivision, Re-subdivision

REQUEST Subdivision, Rezoning from B-5 and I-2 to B-5

N

NTS

ZONING DISTRICT CORRESPONDENCE MATRIX

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

Zoning District Correspondence Matrix

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

LIGHT INDUSTRY (LI)

This land use designation applies to an array of modern, low-impact industrial uses that include assembly and processing, warehousing, distribution and wholesaling facilities. The bulk of the light industrial use must be contained within a building or facility. If a light industrial use requires outside storage, the storage must be limited in area and appropriately screened from view in accordance to specific zoning requirements. This designation may also include uses such as complementary offices and retail.

LI also includes areas that may be regarded as "industrial business", where the land uses include business administration and logistics operations for industrial concerns, building trade contractors facilities and advance research facilities, as well as stand-alone educational, scientific and industrial research facilities, or any combination of those facilities located in light industrial and technology parks. Many parcels used for industrial business are smaller and scattered throughout Mobile. For this reason, these parcels are not singled out in the FLUM, but rather are addressed through zoning.

Light industrial uses are characterized by attractive, accessible and connected development, compatible with the character of surrounding neighborhoods. Development may take the form of planned campuses in park-like settings or unified design corridors, with consideration to factors such as site and building orientation, building design, landscaping and buffering, lighting, continuity of pedestrian networks, access and connectivity to transit and to freight transportation.

Heavy commercial and, in some cases, high-density residential land uses may serve as transitions between LI and other, lower-intensity land use designations. Protection buffers may also be required by zoning.

HEAVY INDUSTRY (HI)

This designation applies to larger parcels primarily devoted to high-impact industrial activity which is preferably removed from residential and commercial uses. Light industry, industrial business or heavy commercial lands may separate heavy industry from other land uses.

Heavy industrial areas include collection, treatment, and manufacturing processes which use raw materials, are distinguished by the presence of noise, vibration, and/or odors, and benefit from easy access to a multimodal freight transportation network. Certain types of heavy industry are characterized by low building coverage and activities that rely on large areas of outdoor storage of raw material stockpiles and/or waste-product disposal areas, storage tanks, pipelines, and transportation yards to handle the transfer of heavy materials. The outdoor storage areas should be screened as much as possible by the nature of the stored materials.

Land designated as HI may be underdeveloped due to the presence of wetlands on portions of the parcel. In these cases, the wetlands may serve to buffer surrounding uses from the potential impacts of the heavy industrial use. Undeveloped areas of HI parcels that have tree cover may be used as buffering between the heavy industrial use and other uses. Where buffers do not exist naturally, they should be provided as spelled out in the zoning and subdivision regulations. Open areas reserved for dredge disposal are also designated as HI and may contain wetlands.

In Mobile, port terminal facilities, docks, shipyards, drydocks, etc., are mostly owned by the State of Alabama. Although not subject to local zoning, these facilities are shown as heavy industrial uses in the FLUM.

AGENDA ITEM SUMMARY SHEET

Agenda of:11/21/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Interface Services, Inc for flooring for Govt Plaza 4th floor.
Capital equipment -not CIP

Amount of Contract:

$46,541.65

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

ATTACHMENTS:

Description	Type	Upload Date
20231107 Interface Agenda Package POs	Cover Memo	11/7/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	11/9/2023 - 2:33 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
1161	2024	(3032) ARCHITECTURAL ENGINEERING	NEW FLOORING FOR GOVT PLAZA 4TH FLOOR (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$46,541.65	(297869) INTERFACE SERVICES, INC

Adopted:

_____
City Clerk

Bill To	Requisition 00001161-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910519540
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
INTERFACE SERVICES, INC.	GRANTS ADMINISTRATION
106 NORTHPOINT PARKWAY SUITE 3	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644
ACWORTH, GA 30102	
Tel#800.336.0225	Delivery Reference
	BRENDA PARKER
	Deliver To
	GRANTS ADMINISTRATION
	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/26/23	297869				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER QUOTE 35973			
	SOURCEWELL CONTRACT 080819-IFA			
001	B703.2497NORTH SEA.103962	125.58	41.84000	5254.27
	INCLUDES 11.96 SY OVERAGE	SQUAREYARD		
	Additional Description Notes			
	PER YOUR QUOTE#35973			
	FOR QUESTIONS OR CONCERNS CONTACT			
	B. JORDAN @251.208.7878			
1	2000.80.00.0000.0000.0000.0000.0000.48010.			
	E E0011 .CONSTRUCTN. .			5254.27
	Ship To			
	GRANTS ADMINISTRATION			
	205 GOVERNMENT STREET			
	4TH FLOOR SOUTH TOWER ROOM 454			
	MOBILE, AL 36644			
	Delivery Reference			
	BRENDA PARKER			
	Deliver To			
	GRANTS ADMINISTRATION			
	205 GOVERNMENT STREET			
	4TH FLOOR SOUTH TOWER ROOM 454			

Bill To	Requisition 00001161-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910519540
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
INTERFACE SERVICES, INC.	GRANTS ADMINISTRATION
106 NORTHPOINT PARKWAY SUITE 3	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644
ACWORTH, GA 30102	
Tel#800.336.0225	Delivery Reference
	BRENDA PARKER
	Deliver To
	GRANTS ADMINISTRATION
	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/26/23	297869				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36644			
002	B701.2656 INCLUDES 11.96 SY	77.74	48.31000	3755.62
	OVERAGENORTH SEA.102889	SQUAREYARD		
1	2000.80.00.0000.0000.0000.0000.0000.48010.			
	E E0011 .CONSTRUCTN. .			3755.62
	Ship To			
	GRANTS ADMINISTRATION			
	205 GOVERNMENT STREET			
	4TH FLOOR SOUTH TOWER ROOM 454			
	MOBILE, AL 36644			
	Delivery Reference			
	BRENDA PARKER			
	Deliver To			
	GRANTS ADMINISTRATION			
	205 GOVERNMENT STREET			
	4TH FLOOR SOUTH TOWER ROOM 454			
	MOBILE, AL 36644			
003	B702.2662 INCLUDES 11.96 SY	95.68	45.53000	4356.31
	OVERAGENORTH SEA.102897	SQUAREYARD		
1	2000.80.00.0000.0000.0000.0000.0000.48010.			
	E E0011 .CONSTRUCTN. .			4356.31

Bill To	Requisition 00001161-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910519540
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
INTERFACE SERVICES, INC.	GRANTS ADMINISTRATION
106 NORTHPOINT PARKWAY SUITE 3	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644
ACWORTH, GA 30102	
Tel#800.336.0225	Delivery Reference
	BRENDA PARKER
	Deliver To
	GRANTS ADMINISTRATION
	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/26/23	297869				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644			
004	CRITERION CLASSIC WOVENS1WINE INCLUDES 80.73 SF OVERAGE	527.38 SQ FT	2.35000	1239.34
1	2000.80.00.0000.0000.0000.0000.0000.48010. E E0011 .CONSTRUCTN. .			1239.34
	Ship To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To			

Bill To	Requisition 00001161-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 910519540 Status: Approved Page 4

Vendor	Ship To
INTERFACE SERVICES, INC. 106 NORTHPOINT PARKWAY SUITE 3 ACWORTH, GA 30102 Tel#800.336.0225	GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/26/23	297869				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644			
005	ADH,XL BRANDS HM99 4GL	6.00 EACH	177.10000	1062.60
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E E0011 .CONSTRUCTN. .			1062.60
	Ship To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644			
006	TRISEAL4GL	3.00 EACH	161.70000	485.10
	1 2000.80.00.0000.0000.0000.0000.0000.48010.			

Bill To	Requisition 00001161-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 910519540 Status: Approved Page 5

Vendor	Ship To
INTERFACE SERVICES, INC. 106 NORTHPOINT PARKWAY SUITE 3 ACWORTH, GA 30102 Tel#800.336.0225	GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/26/23	297869				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	E E0011 .CONSTRUCTN. .			485.10
	Ship To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644			
007	FREIGHT & CONTAINER SURCHG	1.00 EACH	812.08000	812.08
1	2000.80.00.0000.0000.0000.0000.0000.48010. E E0011 .CONSTRUCTN. .			812.08
	Ship To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644 Delivery Reference BRENDA PARKER			

Bill To	Requisition 00001161-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910519540
vendorinvoices@cityofmobile.org	Status: Approved Page 6

Vendor
INTERFACE SERVICES, INC.
106 NORTHPOINT PARKWAY SUITE 3

ACWORTH, GA 30102

Tel#800.336.0225

Ship To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
4TH FLOOR SOUTH TOWER ROOM 454
MOBILE, AL 36644

Delivery Reference
BRENDA PARKER

Deliver To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
4TH FLOOR SOUTH TOWER ROOM 454
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/26/23	297869				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644			
008	DEM_Q, EXIST'G CARPET TILE	299.00 SQUAREYARD	3.35000	1001.65
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E E0011 .CONSTRUCTN. .			1001.65
	Ship To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644 Delivery Reference BRENDA PARKER			
	Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644			
009	DEMOVCT	430.00 SQ FT	0.75000	322.50

Bill To	Requisition 00001161-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910519540
vendorinvoices@cityofmobile.org	Status: Approved Page 7

Vendor	Ship To
INTERFACE SERVICES, INC.	GRANTS ADMINISTRATION
106 NORTHPOINT PARKWAY SUITE 3	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644
ACWORTH, GA 30102	
Tel#800.336.0225	Delivery Reference
	BRENDA PARKER
	Deliver To
	GRANTS ADMINISTRATION
	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/26/23	297869				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.48010.			
	E E0011 .CONSTRUCTN. .			322.50
	Ship To			
	GRANTS ADMINISTRATION			
	205 GOVERNMENT STREET			
	4TH FLOOR SOUTH TOWER ROOM 454			
	MOBILE, AL 36644			
	Delivery Reference			
	BRENDA PARKER			
	Deliver To			
	GRANTS ADMINISTRATION			
	205 GOVERNMENT STREET			
	4TH FLOOR SOUTH TOWER ROOM 454			
	MOBILE, AL 36644			
010	DEMO, EXIST'G WALL BASE	2000.00 LINEARFOOT	0.60000	1200.00
1	2000.80.00.0000.0000.0000.0000.0000.48010.			
	E E0011 .CONSTRUCTN. .			1200.00
	Ship To			
	GRANTS ADMINISTRATION			
	205 GOVERNMENT STREET			
	4TH FLOOR SOUTH TOWER ROOM 454			
	MOBILE, AL 36644			
	Delivery Reference			
	BRENDA PARKER			

Bill To	Requisition 00001161-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 910519540 Status: Approved Page 8

Vendor
INTERFACE SERVICES, INC.
106 NORTHPOINT PARKWAY SUITE 3

ACWORTH, GA 30102

Tel#800.336.0225

Ship To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
4TH FLOOR SOUTH TOWER ROOM 454
MOBILE, AL 36644

Delivery Reference
BRENDA PARKER

Deliver To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
4TH FLOOR SOUTH TOWER ROOM 454
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/26/23	297869				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644			
011	DISPOSAL, FLOOR'G MTRLS (LABR)	360.00 SQUAREYARD	2.40000	864.00
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E E0011 .CONSTRUCTN. .			864.00
	Ship To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644 Delivery Reference BRENDA PARKER			
	Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644			
012	DISPOSAL RESILIENT	430.00 SQ FT	0.30000	129.00

Bill To	Requisition 00001161-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910519540
vendorinvoices@cityofmobile.org	Status: Approved Page 9

Vendor	Ship To
INTERFACE SERVICES, INC.	GRANTS ADMINISTRATION
106 NORTHPOINT PARKWAY SUITE 3	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644
ACWORTH, GA 30102	
Tel#800.336.0225	Delivery Reference
	BRENDA PARKER
	Deliver To
	GRANTS ADMINISTRATION
	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/26/23	297869				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.48010. E E0011 .CONSTRUCTN. .			129.00
	Ship To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644			
013	INSTALL CPT+OVERTIME	360.00 SQUAREYARD	9.38000	3376.80
1	2000.80.00.0000.0000.0000.0000.0000.48010. E E0011 .CONSTRUCTN. .			3376.80

Bill To	Requisition 00001161-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910519540
vendorinvoices@cityofmobile.org	Status: Approved Page 10

Vendor	Ship To
INTERFACE SERVICES, INC.	GRANTS ADMINISTRATION
106 NORTHPOINT PARKWAY SUITE 3	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644
ACWORTH, GA 30102	
Tel#800.336.0225	Delivery Reference
	BRENDA PARKER
	Deliver To
	GRANTS ADMINISTRATION
	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/26/23	297869				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644			
014	INSTALL LVT+OVERTIME	430.00 SQ FT	2.63000	1130.90
1	2000.80.00.0000.0000.0000.0000.0000.48010. E E0011 .CONSTRUCTN. .			1130.90
	Ship To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To			

Bill To	Requisition 00001161-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910519540
vendorinvoices@cityofmobile.org	Status: Approved Page 11

Vendor	Ship To
INTERFACE SERVICES, INC.	GRANTS ADMINISTRATION
106 NORTHPOINT PARKWAY SUITE 3	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644
ACWORTH, GA 30102	
Tel#800.336.0225	Delivery Reference
	BRENDA PARKER
	Deliver To
	GRANTS ADMINISTRATION
	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/26/23	297869				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644			
015	FLOOR PREP, MINOR	3661.00 SQ FT	0.75000	2745.75
1	2000.80.00.0000.0000.0000.0000.0000.48010. E E0011 .CONSTRUCTN. .			2745.75
	Ship To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644			
016	FLOOR PREP, SELF LEVEL	500.00 SQ FT	1.75000	875.00
1	2000.80.00.0000.0000.0000.0000.0000.48010.			

Bill To	Requisition 00001161-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910519540
vendorinvoices@cityofmobile.org	Status: Approved Page 12

Vendor
INTERFACE SERVICES, INC.
106 NORTHPOINT PARKWAY SUITE 3

ACWORTH, GA 30102

Tel#800.336.0225

Ship To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
4TH FLOOR SOUTH TOWER ROOM 454
MOBILE, AL 36644

Delivery Reference
BRENDA PARKER

Deliver To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
4TH FLOOR SOUTH TOWER ROOM 454
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/26/23	297869				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	E E0011 .CONSTRUCTN. .			875.00

Ship To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
4TH FLOOR SOUTH TOWER ROOM 454
MOBILE, AL 36644
Delivery Reference
BRENDA PARKER

Deliver To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
4TH FLOOR SOUTH TOWER ROOM 454
MOBILE, AL 36644

017	S & I COVE BASE	2000.00 LINEARFOOT	3.05000	6100.00
1	2000.80.00.0000.0000.0000.0000.0000.48010. E E0011 .CONSTRUCTN. .			6100.00

Ship To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
4TH FLOOR SOUTH TOWER ROOM 454
MOBILE, AL 36644
Delivery Reference
BRENDA PARKER

Bill To	Requisition 00001161-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910519540
vendorinvoices@cityofmobile.org	Status: Approved Page 13

Vendor	Ship To
INTERFACE SERVICES, INC.	GRANTS ADMINISTRATION
106 NORTHPOINT PARKWAY SUITE 3	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644
ACWORTH, GA 30102	
Tel#800.336.0225	Delivery Reference
	BRENDA PARKER
	Deliver To
	GRANTS ADMINISTRATION
	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/26/23	297869				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644			
018	S & I TRANSITIONS	12.00 LINEARFOOT	5.75000	69.00
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E E0011 .CONSTRUCTN. .			69.00
	Ship To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644 Delivery Reference BRENDA PARKER			
	Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644			
019	FURNITURE, MOVING	260.00 SQUAREYARD	8.75000	2275.00

Bill To	Requisition 00001161-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910519540
vendorinvoices@cityofmobile.org	Status: Approved Page 14

Vendor	Ship To
INTERFACE SERVICES, INC.	GRANTS ADMINISTRATION
106 NORTHPOINT PARKWAY SUITE 3	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644
ACWORTH, GA 30102	
Tel#800.336.0225	Delivery Reference
	BRENDA PARKER
	Deliver To
	GRANTS ADMINISTRATION
	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/26/23	297869				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.48010.			
	E E0011 .CONSTRUCTN. .			2275.00

Ship To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
4TH FLOOR SOUTH TOWER ROOM 454
MOBILE, AL 36644
Delivery Reference
BRENDA PARKER

Deliver To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
4TH FLOOR SOUTH TOWER ROOM 454
MOBILE, AL 36644

020	LIFT SYSTEM	100.00 SQUAREYARD	16.60000	1660.00
1	2000.80.00.0000.0000.0000.0000.0000.48010.			
	E E0011 .CONSTRUCTN. .			1660.00

Ship To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
4TH FLOOR SOUTH TOWER ROOM 454
MOBILE, AL 36644
Delivery Reference
BRENDA PARKER

Bill To	Requisition 00001161-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910519540
vendorinvoices@cityofmobile.org	Status: Approved Page 15

Vendor
INTERFACE SERVICES, INC.
106 NORTHPOINT PARKWAY SUITE 3

ACWORTH, GA 30102

Tel#800.336.0225

Ship To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
4TH FLOOR SOUTH TOWER ROOM 454
MOBILE, AL 36644

Delivery Reference
BRENDA PARKER

Deliver To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
4TH FLOOR SOUTH TOWER ROOM 454
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/26/23	297869				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644			
021	HRLY RATE SVCS NOT LISTED	30.00 EACH	89.70000	2691.00
1	2000.80.00.0000.0000.0000.0000.0000.48010. E E0011 .CONSTRUCTN. .			2691.00
	Ship To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644 Delivery Reference BRENDA PARKER			
	Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644			
022	MOISTURE TESTING	2.00 EACH	126.50000	253.00

Bill To	Requisition 00001161-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910519540
vendorinvoices@cityofmobile.org	Status: Approved Page 16

Vendor	Ship To
INTERFACE SERVICES, INC.	GRANTS ADMINISTRATION
106 NORTHPOINT PARKWAY SUITE 3	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644
ACWORTH, GA 30102	
Tel#800.336.0225	Delivery Reference
	BRENDA PARKER
	Deliver To
	GRANTS ADMINISTRATION
	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/26/23	297869				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.48010. E E0011 .CONSTRUCTN. .			253.00

Ship To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
4TH FLOOR SOUTH TOWER ROOM 454
MOBILE, AL 36644
Delivery Reference
BRENDA PARKER

Deliver To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
4TH FLOOR SOUTH TOWER ROOM 454
MOBILE, AL 36644

023	HEAD OVER HEELS.2670CUSTOM 270798 002.190988	101.66 SQUAREYARD	48.03000		4882.73
1	2000.80.00.0000.0000.0000.0000.0000.48010. E E0011 .CONSTRUCTN. .				4882.73

Bill To	Requisition 00001161-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910519540
vendorinvoices@cityofmobile.org	Status: Approved Page 17

Vendor	Ship To
INTERFACE SERVICES, INC.	GRANTS ADMINISTRATION
106 NORTHPOINT PARKWAY SUITE 3	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644
ACWORTH, GA 30102	
Tel#800.336.0225	Delivery Reference
	BRENDA PARKER
	Deliver To
	GRANTS ADMINISTRATION
	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/26/23	297869				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
4TH FLOOR SOUTH TOWER ROOM 454
MOBILE, AL 36644
Delivery Reference
BRENDA PARKER

Deliver To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
4TH FLOOR SOUTH TOWER ROOM 454
MOBILE, AL 36644

Requisition Link

Requisition Total 46541.65

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

Account	Amount	Remaining Budget
E E0011 .CONSTRUCTN. .	46541.65	206719.47

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.48010.	46541.65	

CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION

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

Activity	Date	Clerk	Comment
Approved	10/26/23	BRENDA RHODES	

Bill To	Requisition 00001161-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910519540
vendorinvoices@cityofmobile.org	Status: Approved Page 18

Vendor	Ship To
INTERFACE SERVICES, INC.	GRANTS ADMINISTRATION
106 NORTHPOINT PARKWAY SUITE 3	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644
ACWORTH, GA 30102	
Tel#800.336.0225	Delivery Reference
	BRENDA PARKER
	Deliver To
	GRANTS ADMINISTRATION
	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/26/23	297869				ARCHITECTURAL ENGINEERING

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	10/26/23	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	10/26/23	RELYA MALLORY		Auto approved by: 910511034	
	Approved	11/06/23	DONALD ROSE		Auto approved by: 910519540	
	Approved	11/06/23	SANDRA LEWIS		Auto approved by: 910519540	
	Approved	11/06/23	STEVEN KRONINGER			
	Approved	11/06/23	SAMANTHA COOLEY		Auto approved by: 910519540	
	Approved	11/06/23	JOHN PAINE		Auto approved by: 910519540	
	Approved	11/06/23	MICHAEL SPAFFORD		Auto approved by: 910519540	

Authorized By: _____ Date: _____
Signature

DocuSign Envelope ID: E5FDA888-A0A5-4A4F-92A4-BCBBCF3B7303

CONTRACT EXTENSION

Contract Number: #080819-IFA

Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Interface Americas Inc., 1503 Orchard Hill Road, LaGrange, GA 30240 (Vendor) have entered into Contract #080819-IFA for the procurement of Flooring Materials, with Related Supplies and Services. The Contract has an expiration date of October 11, 2023, but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of October 11, 2024. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 6/7/2023 | 1:18 PM CDT

Interface Americas Inc.

By: DocuSigned by: Jim McKeon 145C81ACBCB7403...

Jim McKeon

Title: VP of Sales

Date: 6/7/2023 | 2:02 PM CDT

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

September 1, 2023

State Departments, Boards, and Commissions
Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Section 39-2-2(d)(2), *Ala. Code* 1975 as amended by Act No. 2023-497, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded herein below. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2024**. This approval authorizes the purchase of air conditioning or heating units and systems from an Alabama vendor who has been granted approved vendor status as part of the following contract award:

- Sourcewell RFP #070121

*****This approval does not authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.**

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. See Section 39-2-2(d)(2)b, *Ala. Code* 1975. Further, upon request, the vendor is required to provide the governmental entity with a report of sales made during the previous 12-month period. See Section 39-2-2(d)(2)d, *Ala. Code* 1975.

Should the Department receive notice that Sourcewell or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Sourcewell's competitive bid process approval will subject to immediate revocation by the Department.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:11/21/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Gina Gregory and Mayor Stimpson

Purpose and Scope of Project:

The work of this contract consists of developing conceptual designs for boathouse, pavilion, and visitor center at Langan Park.

Amount of Contract:

$24,000.00

Funding Source

Project # Langan Park - Boathouse, Pavilion, and Visitor Center - Conceptual Design Services PR-055-23 **Discretionary Funds**

Project String C0717 Langan Park– Boathouse, Pavilion, & Visitor Center –Conceptual Design Services(20002000-42200) **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
corrected resolution	Cover Memo	11/9/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	11/7/2023 - 9:47 AM
Capital	Hollins, Tiffany	Approved	11/8/2023 - 11:14 AM
			11/8/2023 -

Legal	Kern, Chris	Approved	12:38 PM
Mayors Office	Montgomery, Brandi	Approved	11/9/2023 - 2:31 PM

RESOLUTION

2023

Sponsored by:
Mayor William S. Stimpson and Councilmember Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, 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:	Maurin Architecture, P.C.
Project Name:	Langan Park – Boathouse, Pavilion, & Visitor Center – Conceptual Design Services
Project Number:	PR-055-23
Amount:	$24,000.00

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/21/2023

Submitted by:
Chief Paul Prine, MPD

Sponsored by:
Mayor Stimpson

Purpose and Scope of Project:
A three year contract, by and between the City of Mobile and 321z Insights, LLC., in an amount not to exceed $92,000 for a period ending October 31, 2026, to begin upon execution, renewable, for the provision of professional services in the deployment and management of technical services, technology services, and consulting services.

Amount of Contract:
NTE $92,000

Effective Date of Contract:
10/31/2023

Renewal Date of Contract:
10/31/2025

Funding Source

Project #	**Discretionary Funds**
Project String C0499 - Cyber Capital Account	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Cover Sheet-Capital	Cover Memo	10/30/2023
Resolution 321z Insights	Resolution Letter	10/30/2023

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Rejected	10/26/2023 - 2:26 PM
Capital	Mallory, Relya	Approved	11/6/2023 - 5:16 PM
Legal	Kern, Chris	Approved	11/7/2023 - 4:21 PM
Mayors Office	Montgomery, Brandi	Approved	11/9/2023 - 2:32 PM
Legal	Kern, Chris	Approved	11/7/2023 - 4:21 PM

CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #

(2 COPIES REQUIRED)

Cyber Capital Account : C0499

PROJECT NAME: Professional Services Contract: 321z Insights, LLC. (Cyber)

CAPITAL PROJECT #_____ **DATE OF RECEIPT**_____

DEPT. PROJECT #_____

PROJECT DESCRIPTION Enter into a professional services contract for training, consulting, and peer review services.

CONTRACT AMOUNT $ 92,000.00

VENDOR NAME 321z Insights, LLC

VENDOR NUMBER 298808

DEPT # 1545 **DEPT NAME** Cyber Division

CONTRACT ADMINISTRATOR Cmdr. Kevin R . Levy

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	NonContractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ **N** X ; 5% of the 1st 50% _____ or If different, indicate special rate_____

***Unit Price Contracts are estimates per F. Kessler - do not require Change Orders**

****General Construction requires Change Order for 10% overages.**

Prepared by: _____ **Date** 10-30-23

Revised 5/16/2022 Tiffany Hollins

23- **2023**

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a one year contract, by and between the City of Mobile and **321z Insights, LLC**., in an amount not to exceed $92,000 for a period ending October 31, 2024, to begin upon execution, renewable, for the provision of professional services in the deployment and management of technical services, technology services, and consulting services A Copy of said contract is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/21/2023

Submitted by:

Kim Carmody, Parks & Recreation

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

One-year contract, renewable for two additional one-year periods, with Planting Healing to provide payroll services for interns for the City YES program, NTE $500,000.00 per yer. Capital project for YES.

Amount of Contract:

NTE $500,000 per year

Funding Source

Project # P0101 CONTR-THE YES INITIATIVE **Discretionary Funds**

Project String 20002000-42200 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
2023 Agenda Package YES Planting Staffing	Cover Memo	10/31/2023

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Rejected	11/2/2023 - 3:26 PM
Purchasing	Rose, Donald	Approved	11/6/2023 - 10:41 AM
Capital	Hollins, Tiffany	Approved	11/6/2023 - 3:43 PM
Legal	Kern, Chris	Approved	11/7/2023 - 4:29 PM

Legal	Kern, Chris	Approved	11/7/2023 - 4:29 PM
Mayors Office	Montgomery, Brandi	Approved	11/9/2023 - 2:33 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.*

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME:_____

CAPITAL PROJECT #_____ **DATE OF RECEIPT**_____

DEPT. PROJECT #_____

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**	ROW (Acquisitions)	
Performance-Contributed	Contractual	NonContractual	

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: _____ **Date** _____

Revised 5/16/2022 Tiffany Hollins

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, a contract, by and between the City of Mobile and Planting Healing, in an amount not to exceed $500,000 per year, for a one year period, and renewable without further Council approval for two additional one-year periods, for personnel staffing services for the Youth Empowered for Success intern program, attached hereto and made a part hereof as though set forth in full, and to approve the supporting bid award. A copy of said contract is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

City of Mobile

Project: Personnel Payroll/Staffing Services

AGREEMENT

THIS AGREEMENT (this "Agreement") made and entered into this ____day of _____, 2023 (the "Effective Date"), by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and Planting Healing, (hereinafter "Contractor"), a non-profit corporation organized under the laws of the State of Mississippi.

WHEREAS, the City requires personnel staffing services for the City "Youth Empowered for Success" intern program, and

WHEREAS, the City has requested that Contractor provide these services and Contractor has agreed to provide such.

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

ARTICLE 1. **Scope of the Work; Term.** The location, frequency and lump sum cost or unit price of the Services are as set out in **Exhibit A**, Scope of Work, Typical YES Intern Locations, and Additional Terms Relating to Purchases with Federal Grant Awards, from City of Mobile Bid number 5843 and Addendum 1 to that Bid, and **Exhibit B**, Contractor's bid submission in response to City of Mobile Bid number 5843, which are attached to this Agreement and incorporated by reference herein. Contractor shall provide all payroll and staffing tasks as defined in **Exhibit A** related to the YES program and associated City youth internships during the performance period. City shall pay Contractor the City-determined hourly rate plus a markup rate of 19.9 percent for every authorized and documented hour of work performed by covered YES interns. The term of this Agreement shall begin on the Effective Date and shall continue for one year. The Agreement may be renewed with the consent of both parties for two additional one-year program periods. The total cost of this agreement shall not exceed $500,000 per year. The City does not guarantee any minimum number of covered internships, compensable hours, fees, or amount, and retains the sole discretion to scope the program to meet the City's requirements.

ARTICLE 2. **Insurance**: For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, insurance as required in **Exhibit A**. Evidence of such insurance shall be included as **Exhibit C** to this contract.

ARTICLE 3. **Breach of Contract**: In the event of any breach or apparent breach by Vendor of any of its obligations under the terms of this Agreement, if Contractor fails to cure such breach within ten (10) days of written notice from the City of such breach, the

City has the right to terminate the Agreement and pay only for Services successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation. In the event of any breach by the City of any of its obligations under the terms of this Agreement, if the City fails to cure such breach within ten (10) days of written notice from Contractor, the Contractor has the right to terminate the Agreement.

ARTICLE 4. Indemnification: Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees (collectively, the "City Indemnitees"), whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) (collectively, "Claims") arising in any way out of the Contractor's negligence or willful misconduct in the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable, except to the extent that such Claims arise out of the City Indemnitees' negligence or willful misconduct. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

ARTICLE 5. Entire Agreement: This Agreement, including the Exhibits hereto, 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. If there is any conflict, discrepancy, or inconsistency between the terms of this Agreement and the Exhibits, the terms of this Agreement will control.

ARTICLE 6. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama. Both parties agree to waive any right to have a jury participate in the resolution of the dispute or claim, whether sounding in contract, tort or otherwise, between any of the parties or any of their respective affiliates arising out of, connected with, related to or incidental to this Agreement to the fullest extent permitted by law.

ARTICLE 7. Licenses, permits, etc.: Vendor 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. At a minimum, Contractor will maintain a City of Mobile Business License and a certificate of qualification to transact business in Alabama, in addition to requirements of **Exhibit A**.

ARTICLE 8. No Agency Relationship Created: 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 Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

ARTICLE 9. Nondiscrimination: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

ARTICLE 10. Method of Payment: Contractor shall be paid in arrears for services rendered, within thirty (30) days of the City's receipt of Contractor's invoice. Vendor shall submit electronic copies of invoices as directed by the City. The City will remit payment for such invoices upon satisfactory completion of service, as verified by the Director, City of Mobile YES Program. Inquiries regarding payment may be made to the Accounting Department, City of Mobile, P.O. Box 1827, Mobile, AL 36633.

ARTICLE 11. Termination of Contract: Either party may terminate the Agreement if the other party defaults in the material performance of any of its obligations under this Agreement and does not cure such default within thirty (30) days' written notice from the other party. Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to City Attorney, City of Mobile, P.O. Box 1827, Mobile, AL 36633. The City shall not be liable for payment to the Contractor for lost profit or damages, as the result of its termination of this Agreement. The City may terminate this Agreement on 30 days' written notice for any reason, but will pay Contractor for all services successfully provided prior to termination.

ARTICLE 12. 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.

ARTICLE 13. Notices. Notice for the City shall be mailed to:
City Attorney
City of Mobile
P.O. Box 1827
Mobile, AL 36633

Notices to Vendor shall be mailed to:
Kenneth Ferrell, Director
Planting Healing

17201 C E Nall Road
Moss Point, MS 39562

ARTICLE 14. Compliance with Alabama Immigration Law
By signing this Agreement, the contracting parties affirm, for the duration of this 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 this Agreement and shall be responsible for all damages resulting therefrom.

ARTICLE 15. Boycotts
By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ARTICLE 16. Signatures:
IN WITNESS WHEREOF, the parties to this Agreement 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.

CONTRACTOR, Planting Healing

Kenneth Ferrell, II, Its Director (title)
On behalf of Contractor

10-25-2023 Date

State of Alabama

Mobile County

I, Rebecca Bullock, a Notary public in and for said County, in said State, hereby certify that Kenneth Ferrell, whose name as Director of Planting Healing, a corporation, is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day, that being informed of the contents of said Agreement, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as Director (corporate title) as aforesaid. Given under my hand this the 25 day of October, 2023

REBECCA BULLOCK MY COMMISSION EXPIRES NOTARY PUBLIC 04-18-2027 ALABAMA STATE AT LARGE

Rebecca Bullock
Notary Public
My Commission expires on: 4-18-2027

CITY

Its Mayor Date

ATTEST:

City Clerk Date

EXHIBIT A Scope of Work, Intern Locations, and Federal Terms
EXHIBIT B Contractor Submission to City of Mobile Bid 5502
EXHIBIT C Contractor Evidence of Insurance

EXHIBIT A

SCOPE OF WORK

TYPICAL CITY YES INTERN LOCATIONS

ADDITIONAL TERMS RELATING TO PURCHASES WITH FEDERAL GRANT AWARDS

SCOPE OF WORK – PERSONNEL PAYROLL/STAFFING SERVICES
CITY OF MOBILE YOUTH EMPOWERED FOR SUCCESS PROGRAM

A. For a fixed amount per hour, per employee, stated as a percentage markup of the hourly wage of the employee, Contractor will provide the following services:

1) Hire as temporary employees ("Interns") up to approximately 185 persons, aged 16-24, inclusive, as participants in a City of Mobile ("City") "Youth Empowered for Success" Intern program. Most Interns will work for 6 to 8 consecutive program weeks throughout the year broken into spring, summer, and fall timeframes.

2) Provide staffing services ("Services") to the City, to include enrollment, set up of pay accounts, withholding, tracking of hours worked (as provided by City supervisors), and weekly payroll. Contractor must employ secure web-based software tools and processes with web user access for Interns and City in enrollment and payroll management functions. Contractor will pay Interns on a mutually agreed upon schedule consistent with program objectives.

3) Provide a spreadsheet two business days before the final submission of payroll hours to the Teen Coordinator to approve hours.

4) Provide Interns statutory worker's compensation coverage and program management, to include making all payments for such coverage from a provider licensed to provide coverage in Alabama.

5) Inform contractor employees that they are required to adhere to the policies and procedures of the City. Contractor and/or its designee shall promptly notify the applicable City Intern program coordinator of any human-resource-type issue raised by an Intern that may affect the City, such as threats of violence, harassment, discrimination or retaliation.

6) Provide Interns all of City's safety, drug/alcohol, work policies, anti- harassment, anti-discrimination and anti-retaliation policies and informing them that they are required to adhere to such policies. Contractor shall establish a complaint and/or reporting procedure for violations of policies and instruct Interns on the use of the procedure. Contractor shall obtain written acknowledgement from each Intern provided under this contract that she or he has read, understood and agrees to abide by those policies and procedures.

7) Provide quality initial entry training and enrollment support for all newly enrolled interns. The training will be live, on-site in Mobile, Alabama, initial entry training and payroll enrollment support for summer Interns, suitable for high-school-level new entrants to the work environment regarding payroll services being provided, as well as harassment, discrimination, and retaliation training for all contractor employees

provided under this contract. Such training and support for the spring, summer, and fall program period will be for a minimum of two days at a site determined by the City.

8) Provide I-9 immigration verification for all Interns, to include inspection of identity documents and submission and federal verification of I-9 information.

9) Inform Interns in writing that they are employed by Contractor, not the City.

10) Notify Interns in writing that the only benefits they will receive will be from Contractor, and that they are not entitled to any benefits from the City.

11) Prepare and distribute an Employee Handbook to Interns that identifies and explains Contractor's policies and procedures that will be followed during the course of Intern employment with Contractor.

12) Inform Interns in writing that job-related illness/injury reports are to be made to Contractor. Contractor and/or its designee shall notify the City within 24 hours of receipt of any such reports.

13) Be solely responsible for, and holding City harmless from, all administrative employment matters regarding Interns including, but not limited to, all payroll and payroll income tax withholding matters; payment of workers' compensation premiums; funding of appropriate fringe benefit programs; and taking responsibility for and complying with (including offering coverage, if required) the Affordable Care Act with respect to the Interns. Interns will accrue no time off or sick time.

14) Pay Interns at the hourly rate directed by the City in compliance with applicable wage and hour laws including, but not limited to, the Fair Labor Standards Act ("FLSA") and Alabama Labor Code. Contractor will maintain required Child Labor certificates. Contractor shall maintain complete and accurate records of all wages paid to Interns. Contractor shall be exclusively responsible for and will comply with applicable law governing the reporting and payment of wages, and payroll-related and unemployment taxes attributable to wages paid to its employees assigned to provide services to City.

15) Remove employees as directed by the City.

16) Designate a coordinator as a single, local point of contact (SPOC), as well as a backup, that will be accessible during normal work hours 8:00 a.m. until 5:00 p.m. Monday through Friday, with the exception of the designated holidays to receive employment requests, handle and assist in any and all inquiries regarding scheduling, billing, status of orders, availability, contract pricing, contract compliance requirements, reports, and problem solving. Contractor's SPOC shall be available via a toll-free telephone number or email.

17) In the event PHI is inadvertently transmitted to Contractor, Contractor shall immediately inform the City and the Parties shall work cooperatively to take all necessary action to address compliance with HIPAA and state privacy laws. The services to be provided by Contractor do not involve any access, use or disclosure by Contractor of any of the City's protected health information ("PHI"), as that term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Contractor is not a "business associate" of the City, as defined in HIPAA.

18) Provide detailed invoices to the City at agreed upon intervals.

19) Cooperate with the City in promotion of the program and acknowledge that Intern images, names, and comments may be featured in promotional releases, including through social media, by the City.

20) At its sole cost and expense, procure and maintain in effect at all times throughout the Term of this Agreement, and for a minimum period of one (1) year thereafter, the following insurance coverages or their equivalent by a company authorized to issue insurance in the State of Alabama:
(i) Commercial General Liability written on an occurrence basis, including products/completed operations liability coverage with respect to the Services provided under this Agreement, contractual liability coverage with respect to this Agreement, broad form property damage/bodily injury and personal/advertising injury liability coverage, with limits of not less than $1,000,000 per occurrence limit and $1,000,000 general aggregate limit;
(ii) Automobile Liability Insurance covering owned, leased or non-owned vehicles with a combined single limit for bodily injury and property damages of at least $1,000,000 per accident;
(iii) Full statutory coverage for Workers' Compensation in accordance with applicable state or country law; and
(iv) An Umbrella Liability policy with limits not less than $3,000,000.

B. City will provide the following:

1) Define desired Intern requirements.

2) Recruit, interview, screen, and select the Intern program participants. The City shall perform background checks on each potential intern prior to the beginning of their assignment.

3) Provide name, background, and contact information for each Intern to Contractor at least 30 calendar days prior to start of the program.

4) Define the hourly rate of pay for each Intern. The expected rate for all Interns will be approximately $12.00 per hour.

5) Reimburse (pay) the contractor for Intern documented hourly work performed at the designated hourly rate plus the agreed upon percentage markup. Rates are inclusive of all travel costs incurred by Contractor in administration of the Services, to include travel as necessary for initial orientation. The City is not responsible for additional travel expenses

6) Provide contractor a list of employee work sites and job descriptions where employees will be located not later than two months prior to the start of the program. For bid purposes, attached at the end of this Exhibit is the anticipated annual list of site locations and job descriptions.

7) Coordinate with the contractor adequate onboarding training and entry processing, including providing facility and access to City selected Interns to be employed by contractor.

8) Notify contractor of the specific work assignment and location of each employee.

9) Notify contractor of any changes in job locations or job descriptions, with the recognition that the City will not make a substantial change in a job description or job location that would impact workers compensation rates or child labor compliance without consultation and agreement of contractor.

10) Set workplace behavior, dress, performance, and work hour requirements and communicate them to employees. Break and lunch periods will be at the discretion of individual City supervisors.

11) Supervise the employees in the work assigned, to include training, guidance, safety oversight, correction, commendation, counseling, and report performance or behavior concerns to contractor. City will have direct authority over employees.

12) Track and report work and absence hours necessary for the contractor's provision of payroll service. Work with contractor on a mutually agreeable, convenient, and efficient reporting system, but Contractor must provide a software tool that allows for Intern online entry of hours and City online certification of hours.

13) Obtain necessary parental waivers or permissions for participation in activities or use in promotional media.

14) City will not be liable for any conversion fees or direct hire fees.

Typical City YES Intern Locations and Job Descriptions (will be adjusted annually)

Program	Department Name	Department Address	Hours of Operation	Department Summary (brief description of services provided)	Approx. Number of Positions available.	Description of duties and the skills the intern will acquire.
Teen Advisory Board	Parks and Recreation Office	48 N Sage Ave. (Parks and Rec HQ)	Max of 25 hours a month	A teen or young adult that represents a Mobile County high school or college.	17	Help the Teen Mentor Coordinator plan and create new programs, activities, and events for teens and young adults throughout the city of Mobile. Also, help promote/advertise created events at school and social media.
Spring YES Program	Mobile Museum of Art	4850 Museum Drive, Mobile, AL 36608 (Langan Park/Municipal Park	Tues - Fri 10:00 am - 5:00 pm	Fine Arts Education	2	Assist art educators in planning, facilitating, and conducting, summer art camp class.
Spring YES Program	Community Affairs	205 Government Blvd. Mobile, AL 36602 (2nd floor)	Mon - Fri 8:00am - 5:00pm	Community engagement and outreach	2	Assist Community Affairs team with community engagement, data entry, filing, and more.
Spring YES Program	Architectural Engineering Department	205 Government Blvd. Mobile, AL 36602 (5th floor)	Mon - Fri 8:00am - 5:00pm	Architectural design and construction oversight for City of Mobile facilities and parks.	2	Provide assistance with project recordkeeping, on-site documentation of conditions, and, depending on youth experience with computer programs (AUTOCAD and Excel), possible assistance with drawing production.

Spring YES Program	Mobile Parks and Recreation	48 N Sage Ave. (Parks and Rec HQ)	Mon - Fri 8:00am - 5:00pm	Maintaining all parks in the city and provide recreational opportunities to the citizens of Mobile.	4	Minimum clerical and computer skills, and assist facility supervisors with managing community centers.
Spring YES Program	MIT	651 Church ST	Mon - Fri 9:00am - 5:00pm	Maintain software and hardware in all city departments	2	Assist voice/data technicians in repairing computers and printers.
Summer YES Program	Build Mobile	205 Government Plaza,	Weekdays 7:00 am - 4:00 pm	Build Mobile lays the foundation to serve everyone who wants to do business, create jobs and grow Mobile. Planning & Zoning, Permitting, Inspection Services, Historical Development, and Long-Range Planning all fall under the umbrella of Build Mobile.	4	Filing, scanning, structural site visits (Plumbing, Mechanical, Electrical, and Building), attend meetings (i.e., Plan Review, City Council, etc.), and other office duties as assigned.
Summer YES Program	Mobile Museum of Art	4850 Museum Drive, Mobile, AL 36608 (Langan Park/Mun. Park)	Tues-Sun 10:00 am – 5:00 pm (Thurs to 9:00 pm)	Fine Arts Education	4	Assist Art educators in planning, facilitating, conducting summer art camp class

Summer YES Program	Police Department	2460 Govt Blvd	Weekdays 8:00 am – 5:00 pm	Public safety	10	Administrative duties, organizational skills, strategic planning, and community involvement. Will not respond to emergency calls.
Summer YES Program	Innovation-team	200 Government St	Weekdays 9:00 am to 5:00 pm	Working with multiple internal and external stake holders to improve and enhance the City of Mobile	2	Team work/design thinking concepts/data/graphics/multiple other skills/
Summer YES Program	Motor Pool	745 S. Broad Street	Weekdays 7:00 am - 4:30 pm	The Motor Pool tracks and replace motorized vehicles and equipment for the City of Mobile, schedule and detail travel vehicle for city employees.	2	The youth will be doing a variety of duties such as typing, filing, detailing vehicles, picking up trash on and around the compound, preparing vehicles and equipment for auction, assetting vehicles and equipment, etc. The skills the intern will acquire is learning general office skills, customer service skills, vehicle detailing and minor maintenance practices.
Summer YES Program	Equipment Services	770 Gayle Street, Mobile, AL 36604	Weekdays 6:00 am to 3:00 pm	Litter & Recycling, Repair Shop for City Vehicles	30	Administrative duties as well as litter & recycling, clean up of work areas in repair shop

Summer YES Program	Mobile Fire Rescue Department	701 St Francis St	Weekdays 7:00 am to 4:00 pm	Fire-Rescue	6	Working in several divisions to include Training, Admin, Supply, Communications, EMS, and Fire Operations. Will give them a good understanding of what the department does and what is necessary to become a Firefighter. Will NOT respond on emergency calls. May participate in hydrant or alarm inspections.
Summer YES Program	Engineering & Development - REAM Department	Government Plaza - 5th floor (but may also be at Public Buildings on Owen Street)	Weekdays 7:00 am - 4:00 pm	HVAC and facility management as well as repairs and maintenance.	2	Maintenance and facilities management work such as carpentry, mechanical systems (HVAC) and overall facility improvements. Ride along on projects and building work.
Summer YES Program	Neighborhood Development	Multiple, including local non-profits funded through CDBG	Weekdays 8:00 am-5:00 pm	HUD funded public services and housing assistance	30	Available positions are 1 with Community and Housing Development, 1 with Municipal Enforcement, and 28 to be placed with non-profits that are funded with CDBG. Most will need basic office skills, including phone etiquette and computer ability. Having knowledge of Excel and Word would be helpful.
Summer YES Program	MIT	651 Church St	Weekdays 9:00 am to 5:00 pm	Maintain software and hardware in all city departments	2	Assist voice/data technicians in repairing computers, printers and setting up phones, tablets, and other technology needed within the City.

Summer YES Program	Architectural Engineering	5th Floor Admin Tower, Government Plaza, 205 Government Street, Mobile, AL	Weekdays 8:00 am - 5:00 pm	Architectural design and construction oversight for City of Mobile facilities and parks	2	Provide assistance with project recordkeeping, on-site documentation of conditions, and, depending on youth experience with computer programs (AUTOCAD and Excel), possible assistance with drawing production.
Summer YES Program	Civic Engagement	Government Plaza 5th Floor	Weekdays 8:00 am-5:00 pm	Coordination of Arts and Culture/ Special Events and Homeless Initiative	2	Intern will be involved in meetings, development of work plans, working with various agencies in the community. The skills they will learn taking minutes/notes in meetings, development of meeting agendas, scheduling, learning to work with teams, overview or arts and culture and special events in the city.
Summer YES Program	Parks and Recreation	4851 Sage Avenue	Varies	We maintain all parks in the City and provide recreational opportunities to the citizens of Mobile.	25	Positions at the Tennis Center which will require minimum landscape skills, in our Community Centers which will require the interns to act as camp counselors and positions at park headquarters which will require minimum clerical and computer skills.
Fall YES Program	Mobile Museum of Art	4850 Museum Drive, Mobile, AL 36608 (Langan Park/Municipal Park	Tues - Fri 10:00 am - 5:00 pm	Fine Arts Education	2	Assist art educators in planning, facilitating, and conducting, summer art camp class.
Fall YES Program	Community Affairs	205 Government Blvd. Mobile, AL 36602 (2nd floor)	Mon - Fri 8:00am - 5:00pm	Community engagement and outreach	2	Assist Community Affairs team with community engagement, data entry, filing, and more.

Fall YES Program	Architectural Engineering Department	205 Government Blvd. Mobile, AL 36602 (5th floor)	Mon - Fri 8:00am - 5:00pm	Architectural design and construction oversight for city of Mobile facilities and parks.	2	Provide assistance with project recordkeeping, on-site documentation of conditions, and, depending on youth experience with computer programs (AUTOCAD and Excel), possible assistance with drawing production.
Fall YES Program	Mobile Parks and Recreation	48 N Sage Ave. (Parks and Rec HQ)	Mon - Fri 8:00am - 5:00pm	Maintaining all parks in the city and provide recreational opportunities to the citizens of Mobile.	4	Minimum clerical and computer skills, and assist facility supervisors with managing community centers.
Fall YES Program	MIT	651 Church ST	Mon - Fri. 9:00am - 5:00pm	Maintain software and hardware in all city departments	2	Assist voice/data technicians in repairing computers and printers.

Additional Terms Relating to Purchases with Federal Grant Awards

1. FEDERAL GRANT FUNDING. This procurement may be funded in whole or part with federal grant funds.

2. LOCAL VENDOR PREFERENCE. No local vendor preference will be considered or granted in evaluating bids which are funded in whole or part by federal grant awards.

3. NON-DEBARMENT CERTIFICATION. Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

4. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

(a) Immediate Termination - This bid award is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the bid award for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the bidder or bid awardee ("contractor") is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;

(ii) the City determines that the actions, or failure to act, of the bid awardee, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

(iii) the City determines that the bid awardee furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

(b) Termination for Cause- The occurrence of any one or more of the following events shall constitute cause for the City to declare the bid awardee in default of its obligation under the bid award:

(i) the bid awardee fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the bid awardee;

(ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(iii) the bid awardee fails to make substantial and timely progress toward performance

of the bid requirements;

(iv) the bid awardee becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the bid awardee terminates or suspends its business; or the City reasonably believes that the bid awardee has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the bid awardee has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the bid awardee has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

(c) Notice of Default- If there is a default event caused by the bid awardee; the City shall provide written notice to the bid awardee requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the bid awardee. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

(i) Immediately terminate the bid award without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting bid awardee, and/or,

(iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

(d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the bid awardee. Following termination upon notice, the bid awardee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

(e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the bid awardee for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the bid awardee's claim. This provision in no way limits the remedies available to the City in the event of termination.

(f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the bid awardee shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination,

describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the bid awardee;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product by the bid awardee under the bid award;

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the bid awardee.

5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

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

(b) During the performance of this contract, the bid awardee agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions

discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Bid awardee will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

7. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over $100k)

Bid awardee will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Bidder certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Bid awardee will immediately notify the City of the receipt of any communication indicating that any of bid awardee's facilities are under consideration to be listed on the EPA List of Violating Facilities.

8. BID PROTEST PROCEDURES

(a) Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of bids, or by email to Purchasing@CityofMobile.org. Bids may be protested as solicited or as awarded. A protest of a bid solicitation process shall be filed and received by the City individual before the bid due date. This type of protest would include, among others, any claim that the solicitation contained exclusionary or discriminatory specifications or conditions, any challenge to the basis of award, any claim that the solicitation documents or the solicitation process violated applicable federal or state law, or any claim that City of Mobile failed to follow the material terms of the solicitation process in the bid. Protests of bid award must be filed within seven (7) calendar days after the City's notice of intent to award, but prior to actual award. All protests shall include the following information:

(i) The name, address, and telephone number of the protestor;

(ii) The signature of the protestor or an authorized representative of the protestor;

(iii) Identification of the bid being protested;

(iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents:

(v) The form of relief requested

(b) The City Purchasing Agent will provide a written response to the protest within 14 calendar days from receipt of the protest.

(c) Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting parting in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days

of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing

9. CODE OF CONDUCT

(a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family, partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

10. ANTI-LOBBYING CERTIFICATION (For bid awards over $100,000).

(a). 2 CFR 200 – Appendix II, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards" is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

(i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and

not more than $100,000, for each such failure.

11. ADDITIONAL PROVISIONS RELATING TO FEDERAL HOUSING AWARDS: Should HUD funds be utilized, compliance with Section 3 of the Housing Act will also apply when appropriate.

EXHIBIT B

Contractor’s Bid Submission in Response to City of Mobile Bid Number 5843

City of Mobile Bid No.5843
Personnel Payroll/Staffing Services

EXHIBIT C BID SUBMISSION FORM

PLEASE COMPLETE THE BELOW TWO PAGES AND SUBMIT AS YOUR BID

Business Entity ID Number, Alabama Secretary of State Office 001-103-562

City of Mobile Business License Number 126919

Federal E-Verify Enrollment Number 2295735

Alabama Department of Labor, Child Labor Certificate No. 181321-2

City will need insurance documentation for contract. Can Contractor provide Certificate of Insurance meeting City coverage requirements 5 business days after notification? YES X NO ____

City requires Contractor to have at least 5 years of experience in providing exceptional payroll and staffing services for Government and public institutions. Does Contractor have the minimum required experience? YES X NO ____

Please provide at least two customers for whom you have provided this service:

Name	Location	Dates
Jacksonville International Airport	Jacksonville, FL	August 2021 - Current
Arizona Department of Transportation	Phoenix, AZ	Jan 2016 - Current

City requires Contractor to have the capacity and expertise to manage simultaneously the payroll services for up to 185 summer interns during June and July, 2024, and flexible numbers and duration of payroll support for interns throughout the year? . Does Contractor have this capacity to perform these services? YES X NO ____

City requires Contractor to use secure, web-based payroll administration software for access by Interns (employees) and the City for enrollment, hourly tracking, and management. Does Contractor use such software? YES X NO ____

Please provide the name of the software product(s) you use: ADP

City requires Contractor to observe appropriate internal security in handling sensitive personnel information. Does Contractor hold a current, clean SSAE SOC 1, Type 2, or SSAE SOC 2 report?

YES X NO ____

If not, what other assurance of software and process security can the Contractor provide?

Please provide any clarification or exception to your answers (use additional pages if needed).

City of Mobile Bid No.5843
Personnel Payroll/Staffing Services

Please state your BID percentage markup here: 19.9 **%**

Please calculate and write below your total hourly rate based on your BID markup, assuming the City directs $12.00 as the hourly Intern pay:

$14.39

PLEASE SIGN YOUR BID BELOW. UNSIGNED BIDS WILL NOT BE CONSIDERED.

Attest: I have read and understood the requirements stated by the City in this Bid package. I certify that all representations I have made herein are true an accurate. I have authority to make representations and sign bid documents on behalf of this Bidder.

Kenneth Ferrell
Signature

10/12/2023
Date

Kenneth Ferrell, Director
Your Printed Name & Title

Planting Healing
Official Corporate Name

Bidder's Point of Contact (Name, Email, Phone, Mailing Address) for this Bid:

POC: Kenneth Ferrell - Kenneth@PlantingHealing.com Ph: 843-628-9575

Mailing Address: 17201 C E Nall Road Moss Point, MS 39562

KF

City of Mobile
Request for Bids (RFB)
Addendum 1 to RFB Number 5843
Personnel Payroll/Staffing Services
"YES" Youth Intern Program

The City of Mobile is seeking sealed bids to provide Personnel Payroll/Staffing Services for the City Youth Empowered for Success (YES) Intern Program.

The City is providing this Addendum 1 in response to questions received regarding the original RFB.

The due date for submitted written proposals remains 11:30 am, October 13, 2023.

The full contents of the original RFB, and this and any subsequent Addenda to this RFB may be found on the City Bid page at https://www.cityofmobile.org/bids.

QUESTIONS AND ANSWERS:

The following are questions that have been received and City responses to those questions. The questions are included generally verbatim as received relating to the overall RFB requirements where the City determined that an answer to all potential proposers was merited. Where you remain unclear or uncertain of the City's requirements, please use your judgment as to the City's intent.

1. Is there a local vendor preference for this bid?

Answer: No. See paragraph IV.G..

2. Is this a new initiative?

Answer: No. This is a recurring annual program.

3. If not, who are the current vendors?

Answer: The current program vendor is Laine Federal Solutions.

4. What is their current pricing?

Answer: The bid tabulation for the previous bid award can be found here: https://www.cityofmobile.org/bids_files/5502_2021YESBidTab.pdf

5. What are the historical annual spending volumes in the project?

Answer: Spending has ranged between $150,000 and $450,000 per year. The City expects to pay the vendor $400,000- $500,000 annually including salary reimbursement and markup.

6. What is the estimated budget for this project?

Answer: See answer to question 5.

7. What would be the number of awards you intend to give(approximate number)?

Answer: 1.

8. Please provide us with an estimated NTE budget allocated for this contract.

Answer: See answer to question 5.

9. Is this an old contract or new contact?

Answer: See answer to question 2.

10. What is the tentative start date of this engagement?

Answer: November 2023.

11. What is the work location of the proposed candidates?

Answer: See Exhibit A, paragraph B.6, and Representative Intern Positions spreadsheet.

12. Please provide the evaluation criteria for evaluating the bids for this ITB.

Answer: See paragraph IV.E.

13. Is this a new contract or are there any incumbents? If there is an incumbent, could you please let us know the incumbent name and pricing and are the incumbents eligible to submit the proposal again?

Answer: See answers to questions 3 and 4. Yes.

14. Are there any pain points or issues with the current vendor(s)?

Answer: No.

15. Could you please share the previous spending on this contract, if any?

Answer: See answer to question 5.

16. Is there any mandatory subcontracting requirement for this contract? If yes, Is there any specific goal for the subcontracting?

Answer: See paragraph III.C.

17. How many positions were used in the previous contract?

Answer: See paragraph II.A.

18. How many requisitions will be required per year or throughout the contract?

Answer: Uncertain.

19. If the proposed candidates are not available at the time of award, will the agency allow us to provide replacement personnel with similar or more skill sets?

Answer: No. See Exhibit A, paragraph B.2.

20. Can we provide hourly rate ranges for the given positions?

Answer: No. See Exhibit A, paragraph B.4.

21. Is it entirely onsite work or can it be done remotely to some extent / Does the services need to be delivered onsite or is there a possibility for remote operations and performance?

Answer: Most work may be done remotely, but see Exhibit A, paragraph A.7.

22. Are resumes required at the time of proposal submission? If yes, Do we need to submit the actual resumes for proposed candidates or can we submit the sample resumes?

Answer: No. See Exhibit A, paragraph B.2.

23. Could you please provide the list of holidays?

Answer: See attached list of City holidays that will be observed by Interns.

24. Are there any mandated Paid Time Off, Vacation, etc.?

Answer: No.

25. Who is your current vendor?

Answer: See answer to question 3.

26. What is your current vendor's markup rate?

Answer: See answer to question 4.

27. How much did you spend on these services last year? The last five years?

Answer: See answer to question 5.

28. What are any challenges or pain points with the present contract vendor?

Answer: None.

29. What improvements would you like to see with the vendor on the new contract?

Answer: None.

30. Must any of the following be submitted with the proposal?
a. Alabama Secretary of State Certificate
b. City of Mobile Business License
c. E-Verify
d. Child Labor Certificate

Answer: No, other than the information required in Exhibit C. Certificates will be required of the selected vendor at contract formation.

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY CLERK

HOLIDAY SCHEDULE
2023 – 2024

TO: All City Departments
FROM: Lisa C. Lambert, City Clerk
DATE: August 31, 2023

New Year's	Monday, January 1, 2024
Dr. Martin Luther King, Jr. Holiday	Monday, January 26, 2024
Mardi Gras	Monday, February 12, 2024 Tuesday, February 13, 2024
Memorial Day	Monday, May 27, 2024
Juneteenth	Wednesday, June 19, 2024
Independence Day	Thursday, July 4, 2024
Labor Day	Monday, September 2, 2024
Veterans Day	Monday, November 11, 2024
Thanksgiving	Thursday, November 28, 2024 Friday, November 29, 2024
Christmas	Tuesday, December 24, 2024 Wednesday, December 25, 2024

TOTAL: 13 DAYS

P.O. BOX 1827 • MOBILE, ALABAMA 36633-1827 • PHONE (251) 208-7411

PLANTING HEALING

843-628-9575
Kenneth@PlantingHealing.com
www.PlantingHealing.com
11 North Water Street Mobile, AL 36602

October 13, 2023

Ref: City of Mobile **Bid No. 5843** *Personnel Payroll/Staffing Services*

City of Mobile,

I have thoroughly inspected the bid documents for the Payroll/Staffing Services Bid No. 5843. Planting Healing can comply with all aspects of the bid, including exhibits A, B, C & D and Addendum #1, in its entirety without exceptions.

- Acknowledged Addendum # 1

Qualifications to Bid:

- Planting Healing is enrolled as a business entity with the AL Secretary of State,
- Planting Healing has a current City of Mobile Business license,
- Planting Healing is enrolled in the federal E-Verify program, and
- Planting Healing has a current Child Labor Certificate issued by the AL-DOL.

Respectfully Submitted,

Kenneth Ferrell

Kenneth Ferrell, Director

PLANTING HEALING

POINT OF CONTACT

- **PH: 843-628-9575**
- **Kenneth@PlantingHealing.com**
- **www.PlantingHealing.com**
- **313 Hwy 90 Gautier, MS 39553**

NAICS CODES:

- **561320 Temporary Help Services**
- **561311 Employment Placement Agencies**
- **561312 Executive Search Services**
- **541214 Payroll Services**

PAST PERFORMANCE:

- **Department of Transportation**
- **Huntington Ingalls Industries**
- **Austal Shipbuilding USA**
- **Jacksonville International Airport**

SET-ASIDE

- **Small, Disabled-Owned Corporation**

- **EIN # 87-1424626**
- **DUNS # 118164777**
- **CAGE CODE 9P7Y7**
- **SAM EXPIRATION 8/30/24**

Capabilities Statement

OVERVIEW:

We provide the right people, right when you need them. Our motto is Recruit, Retain and Rarefy which is lived out in how we conduct business.

1. **Recruit**! We prioritize the candidate's experience to recruit top talent.
2. **Retain**! We retain employees by providing opportunities for growth and training.
3. **Rarefy**! We help fill in the gaps to employment barriers to help individuals meet their career goals, achieving jobs in career fields they never thought possible.

DIFFERENTIATORS:

As a 501(c)(3) nonprofit organization our resources go into providing supportive services to individuals with barriers to employment, which in turn opens up opportunities for a wider range of applicants for your open positions.

We help your business:

- Minimize ramp-up time.
- Maintain a stable and productive workforce.
- Reduce turnover.
- Save time and money.

SERVICES:

- Temporary Staffing
- Recruiting
- Contract Labor
- Payrolled Services
- Employee Leasing

YOUR IMPACT MATTERS!

"For every candidate hired, supportive services are provided to bridge gaps to employment barriers to individuals with socio-economic challenges. "
Ken Ferrell, Director

Child Labor Certificate - Class II

(FOR THE EMPLOYMENT OF MINORS AGE 16/17)

Alabama Department of Labor Child Labor Enforcement
Kay Ivey Governor

Secretary of Labor
Fitzgerald Washington

Fitzgerald Washington

Child Labor Inspector
Adam Strickland, Supvr.

Name of Business: Planting Healing

Type of Business: Staffing Agency

Address: 11 North Water Street, 10th Floor; Mobile, AL 36602

Name of Corporate Owner: Planting Healing

Certificate Number:	Date Issued:	Expiration Date:
181321-2	10/12/2023	10/31/2024

MUST BE PLACED IN A CONSPICUOUS PLACE

Wes Allen
Secretary of State

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

STATE OF ALABAMA

I, Wes Allen, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

Planting Healing

This name reservation is for the exclusive use of Kenneth Ferrell, 17201 C E Nall Road, Moss Point, MS 39562 for a period of one year beginning October 12, 2023 and expiring October 12, 2024

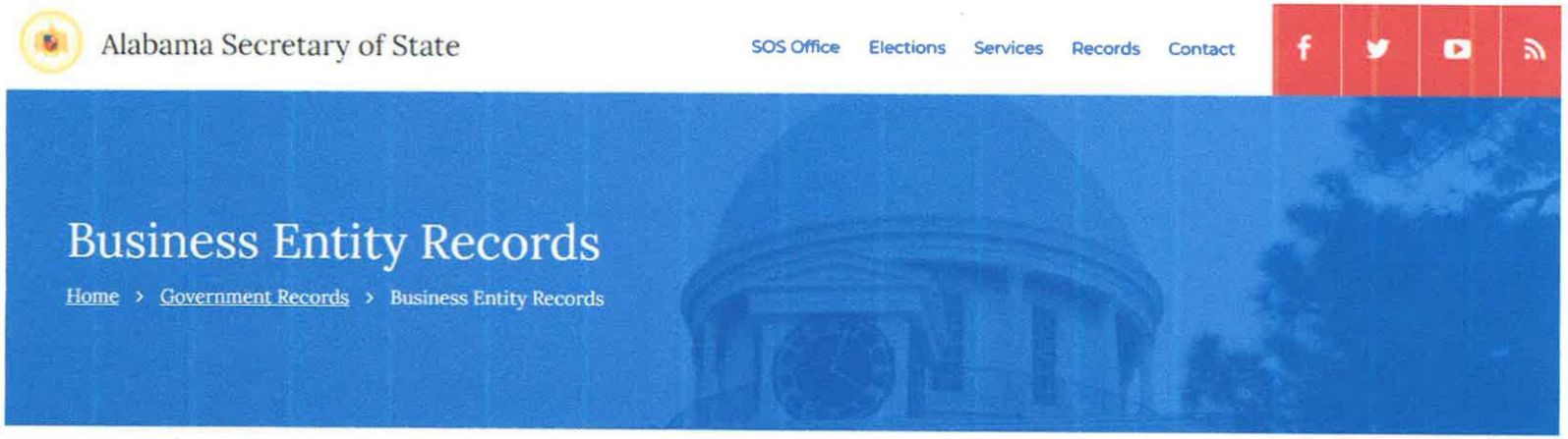
In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

October 12, 2023

Date

RES119529

Wes Allen **Secretary of State**



Entity ID	Entity Name	City	Type	Status
001 - 103 - 562	Planting Healing	Mobile, AL	Foreign Non-Profit Corporation	Exists

1

An official website of the United States government Here's how you know

E-Verify

Menu

My Company Account

My Company Profile

Company Information

Company Name
Planting Healing

Doing Business As (DBA) Name
Planting Healing

Company ID
2295735

Enrollment Date
[redacted]

Employer Identification Number (EIN)
871424626

Unique Entity Identifier (UEI)
DRD4QHU89MX5

DUNS Number
118164777

Total Number of Employees
100 to 499

NAICS Code
561

Sector
Administrative and Support and Waste Management and Remediation Services

Subsector
Administrative and Support Services

Edit Company Information

Employer Category

EXHIBIT C

Contractor’s Evidence of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/27/2023

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: Matt Hasting
GULFCOAST INSURANCE AGENCY INC PO BOX 7750 BEAUMONT, TX, 77726	PHONE (A/C, No, Ext): 833-744-5550 FAX (A/C, No): 833-744-5550 E-MAIL ADDRESS: certificate@gulfcoastagency.org

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Next Insurance US Company	16285
INSURER B : Progressive	42412
INSURER C : American Guarantee & Liability Ins Co	26247
INSURER D : Employers Insurance of Nevada	10640
INSURER E :	
INSURER F :	

INSURED
Planting Healing
11 N. Water Street, 10th Floor
Mobile, AL 36602

COVERAGES **CERTIFICATE NUMBER:** Master as of 10.27.2023 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	NXT4D9TTL4-00-GL	08/23/2023	08/23/2024	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	15,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	00546120-0	09/01/2023	09/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$	2,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	UMB036976600	09/01/2023	09/01/2024	EACH OCCURRENCE	$	5,000,000
							AGGREGATE	$	5,000,000
								$	
D	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	Y	WC75325P2023 WC76277P2023	08/24/2023	08/24/2024	X PER STATUTE OTH-ER		
							E.L. EACH ACCIDENT	$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
							EACH OCCURENCE: AGGREGATE		

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

IF REQUIRED BY WRITTEN CONTRACT; ALL POLICIES ARE ENDORSED TO INCLUDE WAIVER OF SUBROGATION. ALL POLICIES ARE ENDORSED TO INCLUDE THE CITY OF MOBILE, ITS DEPARTMENTS, AGENCIES, BOARDS, COMMISSIONS, AND ITS OFFICERS, OFFICIALS, AGENTS AND EMPLOYEES AS ADDITIONALLY INSUREDS. LIABILITY INSURANCE IS PRIMARY & NON-CONTRIBUTORY.

CERTIFICATE HOLDER

City of Mobile
205 Government Street
Mobile, AL 36644

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Matt Hasting

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Bid Tabulation

Bid 5843 YES Payroll Staffing Services

Oct 13, 2023

Vendor Name	Point of Contact	Total Bid amount	Terms	Experience	Insurance	Capacity	Licenses	Web Software	Security
Planting Healing	Kenneth Ferrell Kenneth@PlantingHealing.com	19.9% $14.39	none	Yes	Yes	Yes	Yes	Yes ADP	Yes
Arch Staffing and Consulting LLC	Jamal Allen Jamal.allen@archstaffing.us	19.93% $14.39	none	Yes	Yes	Yes	Yes	Bullhorn ATB & Bullhorn Time and Expense	Yes
Blue Arbor, Inc.	Lucine Moffett Lmoffet@bluerbor.com	20.0% $14.40	none	Yes	Yes	Yes	Yes	Yes Tempworks	Yes
Laine Federal Solutions	Chasidy Privett cprivett@lainefederal.com	21.25% $14.55	none	Did not check.	Yes	Yes	Yes	Yes Paychex	Yes
LanceSoft, Inc.	Prashant Arni marketing@Lancesoft.com	22% $14.64	none	Yes	Yes	Yes	No (only gave EVerify)	Yes Home grown AI enabled CPX system	Yes
Diskriter, Inc.	Laveena Yadav Business.coordinator@ Diskriter.com	24.0% $14.88	none	Yes	Yes	Yes	Did not provide	Yes Did not name	Yes
A & Associates, Inc	Evelyn Looney Evelyn@AAServices.co	27.50% $15.30	none	Yes	Yes	Yes	Yes	Yes PEO Website	No (but explained)
Clark Personnel Inc.	Angela Tunstall atunstall@clarkpersonnel.com	35% $16.20	none	Yes	Yes	Yes	Yes	Yes Tempworks	Yes

City of Mobile

Request for Bids (RFB)

Addendum 1 to RFB Number 5843

Personnel Payroll/Staffing Services

"YES" Youth Intern Program

The City of Mobile is seeking sealed bids to provide Personnel Payroll/Staffing Services for the City Youth Empowered for Success (YES) Intern Program.

The City is providing this Addendum 1 in response to questions received regarding the original RFB.

The due date for submitted written proposals remains 11:30 am, October 13, 2023.

The full contents of the original RFB, and this and any subsequent Addenda to this RFB may be found on the City Bid page at https://www.cityofmobile.org/bids.

QUESTIONS AND ANSWERS:

The following are questions that have been received and City responses to those questions. The questions are included generally verbatim as received relating to the overall RFB requirements where the City determined that an answer to all potential proposers was merited. Where you remain unclear or uncertain of the City's requirements, please use your judgment as to the City's intent.

1. Is there a local vendor preference for this bid?

Answer: No. See paragraph IV.G..

2. Is this a new initiative?

Answer: No. This is a recurring annual program.

3. If not, who are the current vendors?

Answer: The current program vendor is Laine Federal Solutions.

4. What is their current pricing?

Answer: The bid tabulation for the previous bid award can be found here: https://www.cityofmobile.org/bids_files/5502_2021YESBidTab.pdf

5. What are the historical annual spending volumes in the project?

Answer: Spending has ranged between $150,000 and $450,000 per year. The City expects to pay the vendor $400,000- $500,000 annually including salary reimbursement and markup.

6. What is the estimated budget for this project?

Answer: See answer to question 5.

7. What would be the number of awards you intend to give(approximate number)?

Answer: 1.

8. Please provide us with an estimated NTE budget allocated for this contract.

Answer: See answer to question 5.

9. Is this an old contract or new contact?

Answer: See answer to question 2.

10. What is the tentative start date of this engagement?

Answer: November 2023.

11. What is the work location of the proposed candidates?

Answer: See Exhibit A, paragraph B.6, and Representative Intern Positions spreadsheet.

12. Please provide the evaluation criteria for evaluating the bids for this ITB.

Answer: See paragraph IV.E.

13. Is this a new contract or are there any incumbents? If there is an incumbent, could you please let us know the incumbent name and pricing and are the incumbents eligible to submit the proposal again?

Answer: See answers to questions 3 and 4. Yes.

14. Are there any pain points or issues with the current vendor(s)?

Answer: No.

15. Could you please share the previous spending on this contract, if any?

Answer: See answer to question 5.

16. Is there any mandatory subcontracting requirement for this contract? If yes, Is there any specific goal for the subcontracting?

Answer: See paragraph III.C.

17. How many positions were used in the previous contract?

Answer: See paragraph II.A.

18. How many requisitions will be required per year or throughout the contract?

Answer: Uncertain.

19. If the proposed candidates are not available at the time of award, will the agency allow us to provide replacement personnel with similar or more skill sets?

Answer: No. See Exhibit A, paragraph B.2.

20. Can we provide hourly rate ranges for the given positions?

Answer: No. See Exhibit A, paragraph B.4.

21. Is it entirely onsite work or can it be done remotely to some extent / Does the services need to be delivered onsite or is there a possibility for remote operations and performance?

Answer: Most work may be done remotely, but see Exhibit A, paragraph A.7.

22. Are resumes required at the time of proposal submission? If yes, Do we need to submit the actual resumes for proposed candidates or can we submit the sample resumes?

Answer: No. See Exhibit A, paragraph B.2.

23. Could you please provide the list of holidays?

Answer: See attached list of City holidays that will be observed by Interns.

24. Are there any mandated Paid Time Off, Vacation, etc.?

Answer: No.

25. Who is your current vendor?

Answer: See answer to question 3.

26. What is your current vendor's markup rate?

Answer: See answer to question 4.

27. How much did you spend on these services last year? The last five years?

Answer: See answer to question 5.

28. What are any challenges or pain points with the present contract vendor?

Answer: None.

29. What improvements would you like to see with the vendor on the new contract?

Answer: None.

30. Must any of the following be submitted with the proposal?
a. Alabama Secretary of State Certificate
b. City of Mobile Business License
c. E-Verify
d. Child Labor Certificate

Answer: No, other than the information required in Exhibit C. Certificates will be required of the selected vendor at contract formation.

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY CLERK

HOLIDAY SCHEDULE
2023 - 2024

TO: All City Departments
FROM: Lisa C. Lambert, City Clerk
DATE: August 31, 2023

New Year's	Monday, January 1, 2024
Dr. Martin Luther King, Jr. Holiday	Monday, January 26, 2024
Mardi Gras	Monday, February 12, 2024 Tuesday, February 13, 2024
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Christmas	Tuesday, December 24, 2024 Wednesday, December 25, 2024

TOTAL: 13 DAYS

P.O. Box 1827 • Mobile, Alabama 36633-1827 • Phone (251) 208-7411

City of Mobile
Bid Number 5843
PERSONNEL PAYROLL/STAFFING SERVICES
"YES" YOUTH INTERN PROGRAM

Advertised:	September 28, 2023
Questions Due:	October 5, 2023
Bids Due/Opened:	October 13, 2023

Mailing Address:	**Package Delivery:**
City of Mobile	City of Mobile
Procurement Department	Procurement Department
P.O.Box 1948	Government Plaza
Mobile AL 36633	4th Floor, Room S-408
	205 Government St
	Mobile, AL 36644
Phone: (251) 208-7434	**Email:** Purchasing@cityofmobile.gov

I. The City of Mobile ("City") is seeking SEALED BIDS from Personnel Payroll/Staffing Service vendors (Contractor) who can provide payroll services to support the City "Youth Empowered for Success" (YES) Intern program, as per these specifications.

II. Background

A. The City's YES Intern program annually employs approximately 185 Mobilians, 16-24 years old, mostly in concentrated periods during traditional school breaks, but also in smaller numbers throughout the year. YES is designed to teach the Interns how to participate in the workforce through experience, training, and placement in City departments and partner non-profit agencies in Mobile. The City selects Interns after the City conducts an application, screening, and interview process. The summer break work period, which employs the largest cohort of interns, begins annually on or about the first week of June, and runs for 6-8 weeks until on or about the end of July. Some of the interns selected for the summer program may continue for longer periods. The City also may select and employ Interns for other focus periods such as during the fall and spring. Finally, the City employs a year-round leadership cadre of approximately 17 YES interns.

B. Contractor's role will be to relieve the City of hiring, onboarding, insurance, and payroll management responsibilities for these Interns, and provide an important learning experience for Interns in online workforce enrollment, timekeeping, and payment. Contractors must be a full-service staffing company that uses web-based enrollment and management systems and can provide in-person, on-site instruction and onboarding support. City will supervise and will track and report Intern work hours to Contractor.

C. The City intends to award this contract for a one-year period, to begin in the fall of 2023, then renewable annually with the consent of both parties for two additional one-year periods.

D. The City intends to reimburse and compensate contractor each intern's hourly wages plus a fixed percentage markup of that hourly rate. The contract value for each year is not to exceed $500,000 but may be substantially less than that amount. The actual amount to be paid to Contractor each year will depend upon the number of program participants, the number of hours worked, the hourly wage rate the City selects (expected to be approximately $12.00 per hour), and the Contractor's markup rate. Program size and scope is also dependent upon the availability of appropriations for the program.

E. The Scope of Work for the Contractor, to include a representative sample of the types of positions in which Interns will be placed, can be found as **Exhibit A**.

F. A sample contract document the Contractor will be expected to execute can be found as **Exhibit B**.

G. The documents to submit as your bid can be found as **Exhibit C**.

H. Federal funds may in some part be used to support this program. The additional terms in **Exhibit D** are applicable to this solicitation.

III. Qualifications to Bid

A. The City expects the selected Contractor to execute a contract with the City that will include these bid specifications and a standard service agreement (see enclosed sample), shortly after bid selection. Contractors wishing to bid on this contract must be prepared to fully, efficiently, and effectively complete the contract requirements, and be properly qualified to do business with the City of Mobile. To that end the City is requiring specific information, qualifications, and assurances from bidders to be eligible to bid. Failure to meet these requirements will result in rejection of a bid.

B. The City will require the selected Contractor to have the following licenses and enrollment at the time of bid submission:
   i. Be properly enrolled as a business entity with the Alabama Secretary of State (either as a foreign (out of state) or domestic (in-state) business),
   ii. Have a current City of Mobile Business license,
   iii. Be enrolled in the federal E-Verify program, and
   iv. Have a Child Labor Certificate issued by the Alabama Department of Labor.

C. The City encourages the application of small and disadvantaged businesses for this opportunity. In accordance with the requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprises), and 12138 (concerning Women's Business Enterprises), the City of Mobile is conducting outreach to minority and women owned businesses to ensure, to the maximum extent possible, opportunities exist for minorities and women, and entities owned by minorities and women to participate.

IV. Bid Amount

A. City will pay Contractor a fixed hourly rate per hour of documented Intern work for Contractor's provision of all of the services described in this Scope of Services. This will include City-designated intern salary, all insurance, payroll services, participation in training, and support services.

B. City can pay contractor based on bi-monthly (every two week) invoices. Payment terms will be net 30.

C. The City does not require a bid or performance bond.

D. Bids will be stated as a percentage increase (markup) the City will pay Contractor above the hourly rate to be paid to Interns.

E. The City will intend to award a contract to the responsive and responsible Bidder offering the lowest markup rate.

F. For example, if the City desires Contractor to pay Interns $12.00 per hour, City will pay Contractor $12.00, plus a fixed percentage of $12.00, for every hour. If Contractor's bid is for a 20% compensation markup, the City would pay Contractor: $12.00 + (0.20 x $12.00) = $12.00 + $2.40 = $14.40 per hour per Intern hour worked.

G. Federal grants funds may be used to pay for some or all of this program. The additional clauses found in Exhibit D are incorporated by reference into this bid solicitation and award. Because federal funds may be used, the local vendor preference provisions of Ala Code 41-16-50(a) are not applicable to this award.

V. Other Guidance on Submitting your Bid

A. Please use **Exhibit C**, or a facsimile of **Exhibit C**, to submit your bid. Provide all information required by the form. Sign your bid. Also make sure your business name is consistently represented on all documents.

B. Submit bids in a sealed envelope with the Bid Number on the outside and/or with the date and time of the bid opening 11:30 A.M., Friday, October 13, 2023, and send to the address indicated on the first page of this form. Please note that package delivery and U.S. mail addresses differ.

C. All bids must be received and date-stamped in the Procurement Department not later than 11:30 A.M., Friday, October 13, 2023.

D. Any bids delivered after the due date will be returned unopened. It is the responsibility of the Vendor to have their bid package delivered to the Purchasing Department office and date-stamped prior to the date for the bid.

E. Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date may be delayed or rejected.

F. Please submit questions about this bid, its terms or conditions, by E-mail, NOT LATER THAN 4:00 P.M. October 5, 2023, to Purchasing@cityofmobile.org .

G. Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: http://www.cityofmobile.org/bids/ . Answers to submitted questions will be made, and if necessary, posted as an addendum not later than 4:00 P.M., October 6, 2023.

H. It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or consider in their bid an Addendum or changes in the bid specifications.

I. All bids become property of the City of Mobile and are subject to public inspection.

J. The City reserves the right to award some, all, or none of the bids received on this bid. The City also reserves the right to waive any irregularities, and to reject bid submissions for any reason, including failure to provide any required documentation, or if the bidder is in arrears or in default upon any debt or contract to the City , or has failed to perform faithfully any previous contract with the City or with other governmental jurisdictions.

Exhibits: **A** Scope of Work & Representative Intern Position Table
B Sample Contract
C Bid Form (to be submitted as part of your Bid)
D Additional Terms Relating to Purchases with Federal Grant Awards

EXHIBIT A Scope of Work

SCOPE OF WORK – PERSONNEL PAYROLL/STAFFING SERVICES
CITY OF MOBILE YOUTH EMPOWERED FOR SUCCESS PROGRAM

A. For a fixed amount per hour, per employee, stated as a percentage markup of the hourly wage of the employee, Contractor will provide the following services:

1) Hire as temporary employees ("Interns") up to approximately 185 persons, aged 16-24, inclusive, as participants in a City of Mobile ("City") "Youth Empowered for Success" Intern program. Most Interns will work for 6 to 8 consecutive program weeks throughout the year broken into spring, summer, and fall timeframes.

2) Provide staffing services ("Services") to the City, to include enrollment, set up of pay accounts, withholding, tracking of hours worked (as provided by City supervisors), and weekly payroll. Contractor must employ secure web-based software tools and processes with web user access for Interns and City in enrollment and payroll management functions. Contractor will pay Interns on a mutually agreed upon schedule consistent with program objectives.

3) Provide a spreadsheet two business days before the final submission of payroll hours to the Teen Coordinator to approve hours.

4) Provide Interns statutory worker's compensation coverage and program management, to include making all payments for such coverage from a provider licensed to provide coverage in Alabama.

5) Inform contractor employees that they are required to adhere to the policies and procedures of the City. Contractor and/or its designee shall promptly notify the applicable City Intern program coordinator of any human-resource-type issue raised by an Intern that may affect the City, such as threats of violence, harassment, discrimination or retaliation.

6) Provide Interns all of City's safety, drug/alcohol, work policies, anti- harassment, anti-discrimination and anti-retaliation policies and informing them that they are required to adhere to such policies. Contractor shall establish a complaint and/or reporting procedure for violations of policies and instruct Interns on the use of the procedure. Contractor shall obtain written acknowledgement from each Intern provided under this contract that she or he has read, understood and agrees to abide by those policies and procedures.

7) Provide quality initial entry training and enrollment support for all newly enrolled interns. The training will be live, on-site in Mobile, Alabama, initial entry training and payroll enrollment support for summer Interns, suitable for high-school-level new

entrants to the work environment regarding payroll services being provided, as well as harassment, discrimination, and retaliation training for all contractor employees provided under this contract. Such training and support for the spring, summer, and fall program period will be for a minimum of two days at a site determined by the City.

8) Provide I-9 immigration verification for all Interns, to include inspection of identity documents and submission and federal verification of I-9 information.

9) Inform Interns in writing that they are employed by Contractor, not the City.

10) Notify Interns in writing that the only benefits they will receive will be from Contractor, and that they are not entitled to any benefits from the City.

11) Prepare and distribute an Employee Handbook to Interns that identifies and explains Contractor's policies and procedures that will be followed during the course of Intern employment with Contractor.

12) Inform Interns in writing that job-related illness/injury reports are to be made to Contractor. Contractor and/or its designee shall notify the City within 24 hours of receipt of any such reports.

13) Be solely responsible for, and holding City harmless from, all administrative employment matters regarding Interns including, but not limited to, all payroll and payroll income tax withholding matters; payment of workers' compensation premiums; funding of appropriate fringe benefit programs; and taking responsibility for and complying with (including offering coverage, if required) the Affordable Care Act with respect to the Interns. Interns will accrue no time off or sick time.

14) Pay Interns at the hourly rate directed by the City in compliance with applicable wage and hour laws including, but not limited to, the Fair Labor Standards Act ("FLSA") and Alabama Labor Code. Contractor will maintain required Child Labor certificates. Contractor shall maintain complete and accurate records of all wages paid to Interns. Contractor shall be exclusively responsible for and will comply with applicable law governing the reporting and payment of wages, and payroll-related and unemployment taxes attributable to wages paid to its employees assigned to provide services to City.

15) Remove employees as directed by the City.

16) Designate a coordinator as a single, local point of contact (SPOC), as well as a backup, that will be accessible during normal work hours 8:00 a.m. until 5:00 p.m. Monday through Friday, with the exception of the designated holidays to receive employment requests, handle and assist in any and all inquiries regarding scheduling, billing, status of orders, availability, contract pricing, contract compliance requirements, reports, and problem solving. Contractor's SPOC shall be available via a toll-free telephone number

or email.

17) In the event PHI is inadvertently transmitted to Contractor, Contractor shall immediately inform the City and the Parties shall work cooperatively to take all necessary action to address compliance with HIPAA and state privacy laws. The services to be provided by Contractor do not involve any access, use or disclosure by Contractor of any of the City's protected health information ("PHI"), as that term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Contractor is not a "business associate" of the City, as defined in HIPAA.

18) Provide detailed invoices to the City at agreed upon intervals.

19) Cooperate with the City in promotion of the program and acknowledge that Intern images, names, and comments may be featured in promotional releases, including through social media, by the City.

20) At its sole cost and expense, procure and maintain in effect at all times throughout the Term of this Agreement, and for a minimum period of one (1) year thereafter, the following insurance coverages or their equivalent by a company authorized to issue insurance in the State of Alabama:
(i) Commercial General Liability written on an occurrence basis, including products/completed operations liability coverage with respect to the Services provided under this Agreement, contractual liability coverage with respect to this Agreement, broad form property damage/bodily injury and personal/advertising injury liability coverage, with limits of not less than $1,000,000 per occurrence limit and $1,000,000 general aggregate limit;
(ii) Automobile Liability Insurance covering owned, leased or non-owned vehicles with a combined single limit for bodily injury and property damages of at least $1,000,000 per accident;
(iii) Full statutory coverage for Workers' Compensation in accordance with applicable state or country law; and
(iv) An Umbrella Liability policy with limits not less than $3,000,000.

B. City will provide the following:

1) Define desired Intern requirements.

2) Recruit, interview, screen, and select the Intern program participants. The City shall perform background checks on each potential intern prior to the beginning of their assignment.

3) Provide name, background, and contact information for each Intern to Contractor at least 30 calendar days prior to start of the program.

4) Define the hourly rate of pay for each Intern. The expected rate for all Interns will be approximately $12.00 per hour.

5) Reimburse (pay) the contractor for Intern documented hourly work performed at the designated hourly rate plus the agreed upon percentage markup. Rates are inclusive of all travel costs incurred by Contractor in administration of the Services, to include travel as necessary for initial orientation. The City is not responsible for additional travel expenses

6) Provide contractor a list of employee work sites and job descriptions where employees will be located not later than two months prior to the start of the program. For bid purposes, attached at the end of this Exhibit is the anticipated annual list of site locations and job descriptions.

7) Coordinate with the contractor adequate onboarding training and entry processing, including providing facility and access to City selected Interns to be employed by contractor.

8) Notify contractor of the specific work assignment and location of each employee.

9) Notify contractor of any changes in job locations or job descriptions, with the recognition that the City will not make a substantial change in a job description or job location that would impact workers compensation rates or child labor compliance without consultation and agreement of contractor.

10) Set workplace behavior, dress, performance, and work hour requirements and communicate them to employees. Break and lunch periods will be at the discretion of individual City supervisors.

11) Supervise the employees in the work assigned, to include training, guidance, safety oversight, correction, commendation, counseling, and report performance or behavior concerns to contractor. City will have direct authority over employees.

12) Track and report work and absence hours necessary for the contractor's provision of payroll service. Work with contractor on a mutually agreeable, convenient, and efficient reporting system, but Contractor must provide a software tool that allows for Intern online entry of hours and City online certification of hours.

13) Obtain necessary parental waivers or permissions for participation in activities or use in promotional media.

14) City will not be liable for any conversion fees or direct hire fees.

Program	Department Name	Department Address	Hours of Operation	Department Summary (brief description of services provided)	Approx. Number of Positions available.	Description of duties and the skills the intern will acquire.
Teen Advisory Board	Parks and Recreation Office	48 N Sage Ave. (Parks and Rec HQ)	Max of 25 hours a month	A teen or young adult that represents a Mobile County high school or college.	17	Help the Teen Mentor Coordinator plan and create new programs, activities, and events for teens and young adults throughout the city of Mobile. Also, help promote/advertise created events at school and social media.
Spring YES Program	Mobile Museum of Art	4850 Museum Drive, Mobile, AL 36608 (Langan Park/Municipal Park	Tues - Fri 10:00 am - 5:00 pm	Fine Arts Education	2	Assist art educators in planning, facilitating, and conducting, summer art camp class.
Spring YES Program	Community Affairs	205 Government Blvd. Mobile, AL 36602 (2nd floor)	Mon - Fri 8:00am - 5:00pm	Community engagement and outreach	2	Assist Community Affairs team with community engagement, data entry, filing, and more.
Spring YES Program	Architectural Engineering Department	205 Government Blvd. Mobile, AL 36602 (5th floor)	Mon - Fri 8:00am - 5:00pm	Architectural design and construction oversight for City of Mobile facilities and parks.	2	Provide assistance with project recordkeeping, on-site documentation of conditions, and, depending on youth experience with computer programs (AUTOCAD and Excel), possible assistance with drawing production.

Spring YES Program	Mobile Parks and Recreation	48 N Sage Ave. (Parks and Rec HQ)	Mon - Fri 8:00am - 5:00pm	Maintaining all parks in the city and provide recreational opportunities to the citizens of Mobile.	4	Minimum clerical and computer skills, and assist facility supervisors with managing community centers.
Spring YES Program	MIT	651 Church ST	Mon - Fri 9:00am - 5:00pm	Maintain software and hardware in all city departments	2	Assist voice/data technicians in repairing computers and printers.
Summer YES Program	Build Mobile	205 Government Plaza,	Weekdays 7:00 am - 4:00 pm	Build Mobile lays the foundation to serve everyone who wants to do business, create jobs and grow Mobile. Planning & Zoning, Permitting, Inspection Services, Historical Development, and Long-Range Planning all fall under the umbrella of Build Mobile.	4	Filing, scanning, structural site visits (Plumbing, Mechanical, Electrical, and Building), attend meetings (i.e., Plan Review, City Council, etc.), and other office duties as assigned.
Summer YES Program	Mobile Museum of Art	4850 Museum Drive, Mobile, AL 36608 (Langan Park/Mun. Park)	Tues-Sun 10:00 am – 5:00 pm (Thurs to	Fine Arts Education	4	Assist Art educators in planning, facilitating, conducting summer art camp class

			9:00 pm)			
Summer YES Program	Police Department	2460 Govt Blvd	Weekdays 8:00 am – 5:00 pm	Public safety	10	Administrative duties, organizational skills, strategic planning, and community involvement. Will not respond to emergency calls.
Summer YES Program	Innovation-team	200 Government St	Weekdays 9:00 am to 5:00 pm	Working with multiple internal and external stake holders to improve and enhance the City of Mobile	2	Team work/design thinking concepts/data/graphics/multiple other skills/
Summer YES Program	Motor Pool	745 S. Broad Street	Weekdays 7:00 am - 4:30 pm	The Motor Pool tracks and replace motorized vehicles and equipment for the City of Mobile, schedule and detail travel vehicle for city employees.	2	The youth will be doing a variety of duties such as typing, filing, detailing vehicles, picking up trash on and around the compound, preparing vehicles and equipment for auction, assetting vehicles and equipment, etc. The skills the intern will acquire is learning general office skills, customer service skills, vehicle detailing and minor maintenance practices.
Summer YES Program	Equipment Services	770 Gayle Street, Mobile, AL 36604	Weekdays 6:00 am to 3:00 pm	Litter & Recycling, Repair Shop for City Vehicles	30	Administrative duties as well as litter & recycling, clean up of work areas in repair shop

Summer YES Program	Mobile Fire Rescue Department	701 St Francis St	Weekdays 7:00 am to 4:00 pm	Fire-Rescue	6	Working in several divisions to include Training, Admin, Supply, Communications, EMS, and Fire Operations. Will give them a good understanding of what the department does and what is necessary to become a Firefighter. Will NOT respond on emergency calls. May participate in hydrant or alarm inspections.
Summer YES Program	Engineering & Development - REAM Department	Government Plaza - 5th floor (but may also be at Public Buildings on Owen Street)	Weekdays 7:00 am - 4:00 pm	HVAC and facility management as well as repairs and maintenance.	2	Maintenance and facilities management work such as carpentry, mechanical systems (HVAC) and overall facility improvements. Ride along on projects and building work.
Summer YES Program	Neighborhood Development	Multiple, including local non-profits funded through CDBG	Weekdays 8:00 am-5:00 pm	HUD funded public services and housing assistance	30	Available positions are 1 with Community and Housing Development, 1 with Municipal Enforcement, and 28 to be placed with non-profits that are funded with CDBG. Most will need basic office skills, including phone etiquette and computer ability. Having knowledge of Excel and Word would be helpful.
Summer YES Program	MIT	651 Church St	Weekdays 9:00 am to 5:00 pm	Maintain software and hardware in all city departments	2	Assist voice/data technicians in repairing computers, printers and setting up phones, tablets, and other technology needed within the City.

Summer YES Program	Architectural Engineering	5th Floor Admin Tower, Government Plaza, 205 Government Street, Mobile, AL	Weekdays 8:00 am - 5:00 pm	Architectural design and construction oversight for City of Mobile facilities and parks	2	Provide assistance with project recordkeeping, on-site documentation of conditions, and, depending on youth experience with computer programs (AUTOCAD and Excel), possible assistance with drawing production.
Summer YES Program	Civic Engagement	Government Plaza 5th Floor	Weekdays 8:00 am- 5:00 pm	Coordination of Arts and Culture/ Special Events and Homeless Initiative	2	Intern will be involved in meetings, development of work plans, working with various agencies in the community. The skills they will learn taking minutes/notes in meetings, development of meeting agendas, scheduling, learning to work with teams, overview or arts and culture and special events in the city.
Summer YES Program	Parks and Recreation	4851 Sage Avenue	Varies	We maintain all parks in the City and provide recreational opportunities to the citizens of Mobile.	25	Positions at the Tennis Center which will require minimum landscape skills, in our Community Centers which will require the interns to act as camp counselors and positions at park headquarters which will require minimum clerical and computer skills.
Fall YES Program	Mobile Museum of Art	4850 Museum Drive, Mobile, AL 36608 (Langan Park/Municipal Park	Tues - Fri 10:00 am - 5:00 pm	Fine Arts Education	2	Assist art educators in planning, facilitating, and conducting, summer art camp class.
Fall YES Program	Community Affairs	205 Government Blvd. Mobile, AL 36602 (2nd floor)	Mon - Fri 8:00am - 5:00pm	Community engagement and outreach	2	Assist Community Affairs team with community engagement, data entry, filing, and more.

Fall YES Program	Architectural Engineering Department	205 Government Blvd. Mobile, AL 36602 (5th floor)	Mon - Fri 8:00am - 5:00pm	Architectural design and construction oversight for city of Mobile facilities and parks.	2	Provide assistance with project recordkeeping, on-site documentation of conditions, and, depending on youth experience with computer programs (AUTOCAD and Excel), possible assistance with drawing production.
Fall YES Program	Mobile Parks and Recreation	48 N Sage Ave. (Parks and Rec HQ)	Mon - Fri 8:00am - 5:00pm	Maintaining all parks in the city and provide recreational opportunities to the citizens of Mobile.	4	Minimum clerical and computer skills, and assist facility supervisors with managing community centers.
Fall YES Program	MIT	651 Church ST	Mon - Fri. 9:00am - 5:00pm	Maintain software and hardware in all city departments	2	Assist voice/data technicians in repairing computers and printers.

Exhibit B Sample Contract

City of Mobile

Project: Personnel Payroll/Staffing Services

AGREEMENT

THIS AGREEMENT (this “Agreement”) made and entered into this ____day of _____, 20__ (the “Effective Date”), by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and
, (hereinafter “Contractor”), a for profit company organized under the laws of the State of
.

WHEREAS, the City requires personnel staffing services for the City “Youth Empowered for Success” summer intern program, and

WHEREAS, the City has requested that Contractor provide these services and Contractor has agreed to provide such.

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

ARTICLE 1. Scope of the Work; Term. The location, frequency and lump sum cost or unit price of the Services are as set out in **Exhibit A**, Contractor’s bid submission in response to City of Mobile Bid number 5235, which is attached to this Agreement and incorporated by reference herein. The term of this Agreement shall begin on the Effective Date and shall continue until all tasks associated with the 2023-24 YES program are complete. The Agreement may be renewed with the consent of both parties for two additional one-year program periods, the 2024-25 program and the 2025-26 program. The total cost of this agreement shall not exceed $500,000 per program year.

ARTICLE 2. Insurance: For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, insurance as required in **Exhibit A**. Evidence of such insurance shall be included as **Exhibit B** to this contract.

ARTICLE 3. Breach of Contract: In the event of any breach or apparent breach by Vendor of any of its obligations under the terms of this Agreement, if Contractor fails to cure such breach within ten (10) days of written notice from the City of such breach, the City has the right to terminate the Agreement and pay only for Services successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation. In the event of any breach by the City of any of its obligations under the terms of this Agreement, if the City fails to cure such breach within ten (10) days of written notice from Contractor, the Contractor has the right to terminate the Agreement.

ARTICLE 4. Indemnification: Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees (collectively, the "City Indemnitees"), whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) (collectively, "Claims") arising in any way out of the Contractor's negligence or willful misconduct in the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable, except to the extent that such Claims arise out of the City Indemnitees' negligence or willful misconduct. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

ARTICLE 5. Entire Agreement: This Agreement, including the Exhibits hereto, 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.

ARTICLE 6. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama. Both parties agree to waive any right to have a jury participate in the resolution of the dispute or claim, whether sounding in contract, tort or otherwise, between any of the parties or any of their respective affiliates arising out of, connected with, related to or incidental to this Agreement to the fullest extent permitted by law.

ARTICLE 7. Licenses, permits, etc.: Vendor 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. At a minimum, Contractor

SAMPLE

will maintain a City of Mobile Business License and a certificate of qualification to transact business in Alabama, in addition to requirements of Exhibit A.

ARTICLE 8. No Agency Relationship Created: 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 Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

ARTICLE 9. Nondiscrimination: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities

ARTICLE 10. Method of Payment: Contractor shall be paid in arrears for services rendered, within thirty (30) days of the City's receipt of Contractor's invoice. Vendor shall submit electronic copies of invoices as directed separately by the City. The City will remit payment for such invoices upon satisfactory completion of service, as verified by the Director, City of Mobile YES Program. Inquiries regarding payment may be made to the Accounting Department, City of Mobile, P.O. Box 1827, Mobile, AL 36633.

ARTICLE 11. Termination of Contract: Either party may terminate the Agreement if the other party defaults in the material performance of any of its obligations under this Agreement and does not cure such default within thirty (30) days' written notice from the other party. Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to City Attorney, City of Mobile, P.O. Box 1827, Mobile, AL 36633. The City shall not be liable for payment to the Contractor for lost profit or damages, as the result of its termination of this Agreement.

ARTICLE 12. 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.

ARTICLE 13. Notices. Notice for the City shall be mailed to:
City Attorney
City of Mobile
P.O. Box 1827
Mobile, AL 36633

Notices to Vendor shall be mailed to:

SAMPLE

ARTICLE 14. Compliance with Alabama Immigration Law
By signing this Agreement, the contracting parties affirm, for the duration of this 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 this Agreement and shall be responsible for all damages resulting therefrom.

ARTICLE 15. Boycotts
By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ARTICLE 16. Signatures:
IN WITNESS WHEREOF, the parties to this Agreement 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.

CONTRACTOR, NAME

_____ , Its _____ (title)
On behalf of Contractor

_____ Date

State of Alabama

_____ County

I, _____, a Notary public in and for said County, in said State, hereby certify that _____, whose name as _____ of _____, a corporation is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day, that being informed of the contents of said Agreement, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as _____ (corporate title) as aforesaid. Given under my hand this the _____ day of _____, 2023.

_____
Notary Public
My Commission expires on: _____

SAMPLE

CITY

_____
Its Mayor

_____ Date

ATTEST:

_____
City Clerk

_____ Date

EXHIBIT A Contractor City of Mobile Bid Submission
EXHIBIT B Certificate of Insurance

SAMPLE

EXHIBIT C BID SUBMISSION FORM

PLEASE COMPLETE THE BELOW TWO PAGES AND SUBMIT AS YOUR BID

Business Entity ID Number, Alabama Secretary of State Office _____

City of Mobile Business License Number _____

Federal E-Verify Enrollment Number _____

Alabama Department of Labor, Child Labor Certificate No. _____

City will need insurance documentation for contract. Can Contractor provide Certificate of Insurance meeting City coverage requirements 5 business days after notification? YES_____ NO _____

City requires Contractor to have at least 5 years of experience in providing exceptional payroll and staffing services for Government and public institutions. Does Contractor have the minimum required experience? YES _____ NO _____

Please provide at least two customers for whom you have provided this service:

_____

Name Location Dates

_____

Name Location Dates

City requires Contractor to have the capacity and expertise to manage simultaneously the payroll services for up to 185 summer interns during June and July, 2024, and flexible numbers and duration of payroll support for interns throughout the year? . Does Contractor have this capacity to perform these services? YES_____ NO _____

City requires Contractor to use secure, web-based payroll administration software for access by Interns (employees) and the City for enrollment, hourly tracking, and management. Does Contractor use such software? YES_____ NO _____

Please provide the name of the software product(s) you use: _____

City requires Contractor to observe appropriate internal security in handling sensitive personnel information. Does Contractor hold a current, clean SSAE SOC 1, Type 2, or SSAE SOC 2 report?

YES_____ NO _____

If not, what other assurance of software and process security can the Contractor provide?

Please provide any clarification or exception to your answers (use additional pages if needed).

Please state your BID percentage markup here: _____%

Please calculate and write below your total hourly rate based on your BID markup, assuming the City directs $12.00 as the hourly Intern pay:

_____

PLEASE SIGN YOUR BID BELOW. UNSIGNED BIDS WILL NOT BE CONSIDERED.

Attest: I have read and understood the requirements stated by the City in this Bid package. I certify that all representations I have made herein are true an accurate. I have authority to make representations and sign bid documents on behalf of this Bidder.

_____ _____
Signature Date

_____
Your Printed Name & Title

_____
Official Corporate Name

Bidder's Point of Contact (Name, Email, Phone, Mailing Address) for this Bid:

_____

_____

_____

EXHIBIT D Additional Terms Relating to Purchases with Federal Grant Awards

1, FEDERAL GRANT FUNDING. This procurement may be funded in whole or part with federal grant funds.

2. LOCAL VENDOR PREFERENCE. No local vendor preference will be considered or granted in evaluating bids which are funded in whole or part by federal grant awards.

3. NON-DEBARMENT CERTIFICATION. Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

4. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

(a) Immediate Termination - This bid award is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the bid award for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the bidder or bid awardee ("contractor") is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;

(ii) the City determines that the actions, or failure to act, of the bid awardee, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

(iii) the City determines that the bid awardee furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

(b) Termination for Cause- The occurrence of any one or more of the following events shall constitute cause for the City to declare the bid awardee in default of its obligation under the bid award:

(i) the bid awardee fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the bid awardee;

(ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(iii) the bid awardee fails to make substantial and timely progress toward performance

of the bid requirements;

(iv) the bid awardee becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the bid awardee terminates or suspends its business; or the City reasonably believes that the bid awardee has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the bid awardee has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the bid awardee has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

(c) Notice of Default- If there is a default event caused by the bid awardee; the City shall provide written notice to the bid awardee requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the bid awardee. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

(i) Immediately terminate the bid award without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting bid awardee, and/or,

(iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

(d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the bid awardee. Following termination upon notice, the bid awardee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

(e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the bid awardee for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the bid awardee's claim. This provision in no way limits the remedies available to the City in the event of termination.

(f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the bid awardee shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of

notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the bid awardee;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product by the bid awardee under the bid award;

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the bid awardee.

5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

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

(b) During the performance of this contract, the bid awardee agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any

employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of

the United States.

6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Bid awardee will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

7. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over $100k)

Bid awardee will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Bidder certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Bid awardee will immediately notify the City of the receipt of any communication indicating that any of bid awardee's facilities are under consideration to be listed on the EPA List of Violating Facilities.

8. BID PROTEST PROCEDURES

(a) Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of bids, or by email to Purchasing@CityofMobile.org. Bids may be protested as solicited or as awarded. A protest of a bid solicitation process shall be filed and received by the City individual before the bid due date. This type of protest would include, among others, any claim that the solicitation contained exclusionary or discriminatory specifications or conditions, any challenge to the basis of award, any claim that the solicitation documents or the solicitation process violated applicable federal or state law, or any claim that City of Mobile failed to follow the material terms of the solicitation process in the bid. Protests of bid award must be filed within seven (7) calendar days after the City's notice of intent to award, but prior to actual award. All protests shall include the following information:

(i) The name, address, and telephone number of the protestor;

(ii) The signature of the protestor or an authorized representative of the protestor;

(iii) Identification of the bid being protested;

(iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents:

(v) The form of relief requested

(b) The City Purchasing Agent will provide a written response to the protest within 14 calendar days from receipt of the protest.

(c) Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney

must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting parting in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing

9. CODE OF CONDUCT

(a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family, partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

10. ANTI-LOBBYING CERTIFICATION (For bid awards over $100,000).

(a). 2 CFR 200 – Appendix II, “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards” is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

(i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

11. ADDITIONAL PROVISIONS RELATING TO FEDERAL HOUSING AWARDS: Should HUD funds be utilized, compliance with Section 3 of the Housing Act will also apply when appropriate.

AGENDA ITEM SUMMARY SHEET

Agenda of:11/21/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Small and Mayor Stimpson

Purpose and Scope of Project:

Construction of Mobile Fire-Rescue Department fire boat dock and boat lift

Amount of Contract:

$326,595

Funding Source

Project # MFRD Boat Lift & Dock Improvements FD-040-23	**Discretionary Funds**
Project String C0851 MFRD Boat Lift & Dock Improvements (20002000-48010)	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
FD-040-23 Routing Package	Cover Memo	10/31/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	11/7/2023 - 9:37 AM
Capital	Hollins, Tiffany	Approved	11/8/2023 - 12:07 PM
Legal	Kern, Chris	Approved	11/8/2023 - 12:51 PM
Mayors Office	Montgomery, Brandi	Approved	11/9/2023 - 2:35 PM

RESOLUTION

2023

Sponsored by:
Mayor William S. Stimpson and Councilmember C.J. Small

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

Name of Company:	American Marine Technical Solutions, LLC
Project Name:	MFRD Boat Lift & Dock Improvements
Project Number:	FD-040-23
Amount:	$326,595.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: MFRD Boat Lift & Dock Improvements

CAPITAL PROJECT #: C0851 (20002000-48010)

CONTRACT AMOUNT: $326,595.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: FD-040-23

PROJECT DESCRIPTION: The fund will be used to purchase the needed items to provide the new Mobile Fire-Rescue Department fire boat with dock space to include a boat lift (1500 15th Street).

VENDOR NAME: American Marine Technical Solutions, LLC

VENDOR NUMBER: 298625

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N ___ ; 5% of the 1st 50% X or

If different, indicate special rate _____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

****General Construction requires Change Order for 10% overages.***

Prepared by: Emma Dean – Office Assistant I **Date:** 10/31/2023

_____

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

This Agreement made and entered into this_____.

BETWEEN the **Owner**: CITY OF MOBILE
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633

And the **Contractor**: American Marine Technical Solutions, LLC
660 Dunlap Drive
Mobile, Alabama 36602

City Business License No.: 117967

Secretary of State Registration No.: 000-867-746

For the following **Project**: MFRD Boat Lift & Dock Improvements
U.S. Coast Guard Sector Mobile
1500 15th Street
Mobile, Alabama 36615

Project Number: FD-040-23

The Owner and Contractor agree as set forth below:

1.0 CONTRACTOR'S SERVICE

1.1 The Contractor's Services consist of those described in the Scope of Work which is attached hereto as "Exhibit 1" and is hereby incorporated as a part of this Agreement and as provided in the Request for Quotes documents dated June 28, 2023, that are hereby incorporated by reference as a part of this Agreement as though fully set out herein. The total contract amount is Three Hundred Twenty-Six Thousand, Five Hundred Ninety-Five and 00/100 Dollars ($326,595.00), which includes a Contingency Allowance of Ten Thousand and 00/100 Dollars ($10,000.00).

1.2 If Additional Services are required due to circumstances beyond the Contractor's control, the Contractor shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Contractor's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.

1.3 ALLOWANCE

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional Work as required for a complete, functional project. Contractor shall provide an itemized proposal including same for all Work. Contractor's charges for overhead and profit are limited to 10% of labor, materials and equipment costs on subcontractor's work; and 15% on work of Contractor's own forces.

B. Contingency Allowance shall be used for unforeseen circumstances not covered in the construction documents. All extra work under this section must be authorized by the Owner, in writing, prior to ordering materials or undertaking work.

C. Upon completion of the Work, the unused portion of the Contingency Allowance shall be credited back to the Owner in the form of a Change Order.

2.0 OWNER'S REPRESENTATIVE

2.1 The Owner's Representative, authorized to act on the Owner's behalf with respect to the Project, is the Director of Real Estate Asset Management or the Director's designated representative. The Owner's liaison with the Contractor is the Owner's Representative.

3.0 GENERAL REQUIREMENTS

3.1 The Contractor shall deliver the Work complete within **Ninety (90)** calendar days from the date of the written Notice to Proceed.

3.2 The Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, with respect to all covenants of this Agreement. Contractor shall not assign, sublet, or transfer its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.

3.3 This Agreement represents the entire and integrated agreement between the Owner and Contractor and supersedes all prior negotiations, understandings or agreements either written or oral. The Owner and Contractor may amend this Agreement only by written instrument signed by both parties.

3.4 All covenants, agreements, and stipulations of this Agreement (except warranties) shall remain in full force until completion of the Project or for a period of two (2) years from the date of this Agreement, whichever occurs first. By mutual agreement, the Owner and the Contractor may extend the Agreement time.

3.5 LIQUIDATED DAMAGES

A time charge equal to Two Hundred Fifty and 00/100 Dollars ($250.00) per calendar day will be made against the Contractor as liquidated damages, and not as a penalty, for the entire period that any part of the Work remains incomplete or any closeout requirements are not acceptably submitted for more than thirty (30) calendar days after the time specified for the Substantial Completion of the Work. Contractor's maximum liability for liquidated damages shall be limited to five percent (5%) of the contract amount.

3.6. INSURANCE

For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall be endorsed to name the City of Mobile as an additional insured to the extent of the indemnity obligations assumed herein***, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Workers' Compensation/Employer's Liability:

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama and the United States of

America, including the U.S. Longshore & Harbor Workers Act and the Jones Act, if applicable.

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. United States Longshoreman's Harbor Worker's Act

4. Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.

B. Comprehensive General Liability Insurance and Marine General Liability:

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor. Marine General Liability shall include Premises and Operations, Personal & Advertising Injury, Products & Completed Operations, Protection & Indemnity including vessel and crew (if applicable).

2. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage. /$2,000,000 Aggregate on a "Per Project" Basis.

3. Deletion of watercraft exclusion with respect to non-owned vessels and contractual liability for watercraft exposure not covered by Protection and Indemnity policy.

4. The Marine General Liability policy must include an endorsement to cover "Sudden and Accidental Pollution."

C. Automobile Liability Insurance:

1. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

D. Excess/Umbrella Liability Insurance

1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

2. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

E. Builder's Risk Coverage (Property Insurance):

The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication, or erection of any equipment.

1. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent

policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

2. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

3. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of 3% of insured value.

4. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

5. A "named storm" endorsement is required. The deductible shall be a maximum of 3% of insured value.

Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile to the extent of the indemnity obligations assumed herein.

Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured to the extent of the indemnity obligations assumed herein.

Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances to the extent of the indemnity obligations assumed herein are primary and non-contributing with any other insurance maintained by City of Mobile.

Notice of Cancellation – Certificates shall provide that such insurance shall not be subject to cancellation, without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

Certificates of Insurance – General – Within ten (10) calendar days from date of Contract execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be cancelled unless City shall have been given written notice of such cancellation delivered to City not less than thirty (30) days before the effective date of such cancellation.

3.7 In the event of any breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of an attorney to protect or to enforce its rights with respect to said breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

3.8 INDEMNIFICATION: The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, and related expenses (including without limitation, settlement costs and any reasonable legal expenses for investigating or defending any actions or threatened actions) arising from or in connection with the Contractor's performance under this Agreement, including but not limited to direct indemnity for any claim of City against Contractor, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this Agreement.

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

3.10 Contractor shall obtain, at his own expense, all necessary licenses, inspections, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City of Mobile department permits, when required, shall be obtained by the Contractor at no cost.

3.11 Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

3.12 BEST MANAGEMENT PRACTICES (BMPs): The Contractor shall be responsible for providing, implementing, and maintaining BMPs for sediment and erosion control, and all other applicable regulations, in full compliance with Local, State, and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act, the Alabama Water Pollution Control Act, the current version of the Alabama Handbook for Erosion Control, Sediment Control and Storm Water Management on Construction Sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm Water Management and Flood Control. All waste water with oils, grease, etc., shall be properly contained and disposed of.

3.13 METHOD of PAYMENT: Contractor shall provide two notarized original signature copies of invoices to the Architectural Engineering Department on a monthly basis and/or upon successful completion of service. Contractor invoices shall be provided on AIA Document G702 and AIA Document G703. Owner shall pay Contractor's invoices within thirty (30) days of receipt of an approved invoice. Final payment shall not be processed until all required Close-out Documents are submitted to and approved by the Owner.

3.14 TERMINATION of CONTRACT: The City may terminate the contract upon thirty (30) days written notice. Notice from the City shall be mailed to the address provided by the Contractor on this form. The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract.

3.15 LABOR AND MATERIAL PAYMENT BOND and PERFORMANCE BOND
Shall each be for one hundred percent (100%) of the Contract Price if the Contract Price is greater than $10,000.00.

1. Cost of the bonds shall be included in the bid.
2. Bond shall be submitted with the executed agreement on provided form(s).
3. Power of Attorney is required for both bonds.
4. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
5. A Surety licensed to do business in the State of Alabama must execute the bonds.

3.16 RETAINAGE
For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage. The net amount of the Retainage shall be equal to two- and one-half percent (2.5%) of the total Contract Sum, as increased or decreased by Change Order. All retainage shall be released to Contractor no later than thirty (30) days after accepted completion of Work and Proof of Advertisement of Completion has been submitted to owner in accordance with Section 3.17.

3.17 PROOF OF ADVERTISEMENT of COMPLETION
(a) Contractor shall provide proof of publication of Notice of Completion in a locally published newspaper of general circulation, in accordance with Title 39, Section 39-1-1 of the Code of Alabama. For final Contract Sums less than Fifty Thousand and 00/100 Dollars ($50,000.00), the Contractor shall also provide, at the same time notice is sent to the newspaper, an electronic or hard copy of notice verbiage on Contractor letterhead to the City of Mobile for public posting for one week. This Notice of Completion shall not begin until the project has been accepted by the City of Mobile.

(b) Notice of Completion advertisement shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION
In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that American Marine Technical Solutions, LLC has completed the contract for MFRD Boat Lift and Dock Improvements, FD-040-23, 1500 15th Street, Mobile, Alabama 33315. All persons having any claim for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, AL 36633-1827.

3.18 CONTRACTOR WARRANTY and CERTIFICATION

A. Upon completion of the contract the Contractor shall certify under oath that all bills have been or will be paid in full in accordance with applicable terms.

B. In addition to manufacturer warranties required by the Bid Documents, Contractor shall provide a one (1) year Labor and Materials Warranty on company letterhead at completion of the Contract.

4.0 CONTRACT DOCUMENTS

A. The contract documents consist of this Agreement, the Request for Proposal (RFP) documents, Exhibit "1" Scope of Work, Addenda issued prior to the execution of the Contract, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are fully a part of the Contract as if attached to this Agreement or repeated herein. The contract documents are intended to agree, and if clarification of a conflict has not been made via Addendum, then the most restrictive or costly interpretation by the Director of Real Estate Asset Management will apply.

B. An enumeration of the Contract Documents, other than a Modification, appears below:

1. This Instrument (Agreement);
2. Request for Proposal documents, dated June 28, 2023, as prepared by the City of Mobile Architectural Engineering Department;
3. Addendum No. 1, dated 7/12/2023, and Addendum No. 2, dated 7/18/2023; and Addendum No. 3, dated 7/18/2023;
4. E-Verify Documentation;
5. Subcontracting and Major Supplier Plan; and
6. Certificate of Insurance with endorsements.

5.0 DISPUTE RESOLUTION

Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.

6.0 FORCE MAJEURE

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

7.0 NONDISCRIMINATION

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

B. Contractor shall abide by provisions of Mobile Ordinance No. 02-050 which prohibits discrimination in employment by Contractors and Subcontractors performing work for the City of Mobile.

8.0 NON-ASSIGNMENT: Neither this Agreement nor any rights under this Agreement may be assigned, by any party, without the prior written consent of the other party.

9.0 SEVERABILITY CLAUSE

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

10.0 IMMIGRATION LAWS

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

11.0 PUBLIC CONTRACTS WITH ENTITIES IN CERTAIN BOYCOTT ACTIVITIES

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHERE OF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority and the Contractor by such duly authorized officers or individuals as may be required by law.

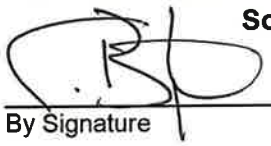
This Agreement entered into as of the day and year first written above.

OWNER: City of Mobile

_____
Signature

William S. Stimpson, Mayor
Printed Name and Title

Legal Name of Party to Contract:
CONTRACTOR: American Marine Technical Solutions, LLC



By Signature

Tom Boynton, President
Printed Name and Title

(Corporate Seal if applicable)

ATTEST: City of Mobile

_____
City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE
Before me, the undersigned a Notary Public in and for said County and State, personally appeared Tom Boynton as President of American Marine Technical Solutions, LLC and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 30 day of October, 2023.

Blanca A. Wakeland
NOTARY PUBLIC
My Commission Expires: 1-7-26

BLANCA A. WAKELAND
Notary Public, Alabama State At Large
My Commission Expires Jan 7, 2026

EXHIBIT 1 – SCOPE OF WORK
MFRD BOAT LIFT & DOCK IMPROVEMENTS
FD-040-23

June 28, 2023

Basic Services:

General Requirements

- Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies, and equipment necessary to properly install a 40,000 lbs. capacity, electric, cable drawn, shafted beam, cradle-type boat lift and construct a stern walkway and access catwalk that ties into the existing boat dock located at the U.S. Coast Guard Sector Mobile, 1500 15th Street, Mobile, AL 36615.
- Contractor shall provide drawings and plans, signed and sealed by an engineer residing and working in the state of Alabama.
- Engineer shall be licensed to do business in the state of Alabama.
- Contractor shall verify all pile capacities.
- All pilings to be 2.5 C.C.A. pressure treated wood.
- All structural members to be 6061-T6 aluminum.
- The cradle type lift shall have an aluminum frame and bunks designed for use around salty and brackish water.
- Drive pilings to support minimum lift capacity of 40,000 lbs. to provided boat lift.
- Contractor to provide and install lift to pilings.
- The boat lift and pilings shall be next to but not attached to an existing pier and slip at this location.
- Lift shall be able to be activated by a fixed button location as well as a remote control. Boat lift shall be provided with 4 remotes.
- Contractor to provide and install all wiring and controls.
- Contractor to run electrical supply line to power source and to make connections.
- Contractor shall test lift once electrical connections are made.
- Contractor will be required to lift actual boat prior to acceptance.
- Contractor to install stern walkway and access catwalk that ties into the existing boat dock. Decking to be injection molded polypropylene with UV protection.
- Boat lift will be located at the U. S. Coast Guard base in Mobile located at 1500 15th Street, Brookley Complex, Mobile, Alabama. As this is a Federal installation, Contractors will need to go to the main gate, provide identification, and then will be escorted to the location.
- Contractors will need to provide appropriate insurance documents to meet the requirements for working on the waterfront.
- BID ALTERNATE NO.1: This shall consist of furnishing all labor, materials, insurance, tools, supplies, and equipment necessary to properly install a roof structure (boathouse) over the boat lift to provide protection against environmental extremes. Roof structure to have metal roof on wood trusses on independent wood pilings (as required). Vessel H.A.O. = 17'-8". Structure shall to comply with all associated codes regarding wind speed.

Additional Services:

If, during the course of the work, an unforeseen condition arises, the Contractor will immediately provide the Owner's Project Manager with a written report to include detailed description and cost estimate for additional work required. No work may be performed without written approval by Owner.

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

CITY OF MOBILE

REQUEST FOR PROPOSAL (RFP)

June 28, 2023

The City of Mobile will receive quotes for the following Project:

Project Name: **MFRD BOAT LIFT & DOCK IMPROVEMENTS**

Project Location: **U.S. COAST GUARD SECTOR MOBILE**
1500 15TH STREET
MOBILE, AL 36615

Project Number: **FD-040-23**

The City of Mobile will receive sealed bids from licensed and qualified contractors capable of performing construction and installation of a new boat lift and boat dock improvements to include all equipment, materials, labor, and supervision. Bids will be received in the Office of the City Clerk, 9th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602 until **Wednesday, July 19, 2023, not later than 2:00 PM local time**. The same will be publicly opened and read at 2:30 PM local time in the Atrium Lobby of Government Plaza.

This is a tax-exempt project. Quotes shall NOT include any applicable sales and use taxes.

Scope of Work:
BASE BID:
Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies, and equipment necessary to properly install a 40,000 lbs. capacity, electric, cable drawn, shafted beam, cradle-type boat lift and construct a stern walkway and access catwalk that ties into the existing boat dock located at the U.S. Coast Guard Sector Mobile, 1500 15th Street, Mobile, AL 36615, as specified in the Scope of Work – MFRD Boat Lift & Dock Improvements, dated June 28, 2023 (attached as Exhibit 1).

ALTERNATE NO.1
Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies, and equipment necessary to properly install a roof structure (boathouse) over the boat lift to provide protection against environmental extremes. Roof structure to have metal roof on wood trusses on independent wood pilings (as required). Vessel H.A.O. = 17'-8". Structure shall to comply with all associated codes regarding wind speed.

Pre-Bid Conference:
A **mandatory** pre-bid conference shall be held on **Monday, July 10, 2023 at 10:00am**, commencing at the main gate at U.S. Coast Guard Sector Mobile, 1500 15th Street, Mobile, AL 36615. Contractors are required to have a representative present and sign-in in order to qualify to submit a Bid. Contractor shall view and verify all existing conditions during the pre-bid conference. No additional site visits are scheduled at this time.

The pre-bid conference will start in the parking lot outside the main gate. We will then work our way through the security checkpoint. As this is a Federal installation, Contractors will need to provide identification, and will then be escorted to the project location.

Examination of Documents:
Before submitting a Bid, Contractors should carefully examine this Request for Proposal, visit the site of the Work, including attendance at the Pre-Bid Conference, fully inform themselves as to existing conditions and limitations, and include in the Bid a sum to cover the cost of all items included in the Request for Proposal as necessary to perform the work. The submission of the Bid will be considered as conclusive evidence that the Bidding Company has made such examination.

Term of Agreement:
The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The term of the Contract shall extend for ~~Thirty (30)~~ NINETY (90) calendar days from the date of the Notice to Proceed. JMC

Contractor's Use of Premises:
Coordinate all work with the City of Mobile, Architectural Engineering Department, Capital Improvement Project Manager, or other Architectural Engineering Department authorized representative. All Work shall take place during normal business hours and shall be scheduled to minimize the disturbance and interruption of the facility, staff, and the general public. For purposes of this provision, normal business hours shall be defined as Monday through Friday, between 7:00 AM and 4:00 PM.

Bid Security (If Bid is greater than $15,000.00):
A Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, made payable to the City of Mobile or Bid bond in the amount of 5% of the Bid Amount, but in no case more than $10,000, is required to accompany Bid if Total Bid is $15,000 or more. By submitting a Bid Security, the quoting Company pledges to enter into a Contract with the City of Mobile on the terms stated

in the Bid, and will, if required, furnish bonds covering faithful performance of the Contract and required insurance certificate. Should the Bidding Company refuse to enter into such Contract or fail to furnish such bonds or insurance, the amount of the Bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. Bid Bond shall be valid for a minimum of sixty (60) days from the date of Quote. The Owner reserves the right to retain the security of all Bidders until the successful Contractor enters into the Contract or until sixty (60) days after Quote opening, whichever is sooner. Power of Attorney is required for all Bonds.

Quality Assurance:
The Contractor shall establish and maintain a system for documenting, monitoring, inspecting, verifying, and testing of the work and that of his subcontractors (if applicable) to ensure that all applicable requirements of the Work are met. The Contractor shall be diligent to ensure that the quality of workmanship is satisfactory, that the installation meets all manufacturer requirements, that dimensional requirements are met, that defective materials are not used, and that all required protection and control procedures are effected.

Hours of Work:
The Owner shall not prohibit Contractor from performing work herein during a normal work day. For the purpose of this provision a "normal work day" is defined as any business day between the hours of 7:00 a.m. and 4:00 p.m.

Payments:
The Owner shall pay the Contractor for actual work performed. Payment shall be made in full upon completion of the Work and receipt of all required Closeout Documents.

Termination:
The Owner may terminate the Contract upon thirty (30) days written notice. The Owner shall pay only for work executed and proven loss with respect to materials, equipment, tools and reasonable overhead. The Owner shall not make payment to the Contractor for profit or damages as a result of terminating the Contract.

Form of Agreement:
The "Standard Contract Agreement between the City of Mobile and Contractor" (attached as Exhibit 2) shall be used.

Submittals
Make and deliver all submittals required by the Owner/Project Manager in a timely manner. Submittals required may include, but are not limited to, post bid submittals, product data, change order proposals, payment requests, affidavits of payment for labor and materials, material samples, mock-ups, proof of advertisement of completion, and punch list.

General:
Requests for information (RFI's) shall be submitted in writing to the Capital Improvement Project Manager no later than three (3) business day prior to the Bid submittal date. Responses shall be in the form of a written Addendum issued to all Contractors. Receipt of all addenda shall be acknowledged by the Contractor on the Bid Forms. Failure to acknowledge Addenda may result in disqualification of the Bid.

Cleaning
Contractor shall keep premises occupied in a neat condition, and free from unsightly accumulation of rubbish. No boat slips, pathway, or sidewalk shall be completely obstructed during service. Upon completion of the work and before the final written acceptance, the Contractor shall, at his own cost and expense, satisfactorily dispose of or remove from the vicinity of the work all rubbish, unused material, and other equipment belonging to company or

used under his direction during the service period. Failure to do so may result in cleaning, removal, and disposal by the City at the Contractor's expense.

Performance Test
Contractor is responsible for conducting a scheduled "Performance Test" with Project Manager and any designated personnel to demonstrate proper start and functioning of installed boat lift equipment prior to turnover use and final invoice submission before full acceptance by City of Mobile.

Training
Contractor shall provide training for City of Mobile end users, to include Mobile Fire-Rescue Department, City staff, and boat personnel responsible for operating and accessing the equipment.

- Location: Training will be conducted onsite at USCG Sector Mobile City of Mobile Boat Dock, 1500 15th Street, Mobile, Alabama 36615
- Supervisory and boat personnel shall receive detailed instructions of the boat lift setup, operation procedures, recommended routine preventive maintenance, and authorized service provider contact information.
- Training shall be conducted by experienced, knowledgeable personnel, and shall utilize the actual equipment and/or parts supplied with special emphasis on the "features" and routine operational use. Training session shall be coordinated and may take several hours to complete within the specified day.
- Contractor should provide manuals and warranty documentation for all equipment provided in a binder as part of the final transfer of the completed unit to the Project Manager. This binder should contain key vendor contact information and documentation for the entire project with equipment, parts, and repair service information.

Inspection & Work Performance
Failure to fully perform to the requirements specified herein in an effective and timely fashion will be unacceptable to the City of Mobile Architectural Engineering Department and Contractor, upon notice from the Project Manager or designee agrees to implement immediate corrective measures.

A. The Project Manager has authority to point out to Contractor incomplete or defective work but does not have the authority to alter the terms or conditions of the agreement without written authority from the City of Mobile Contracting Administrator and agreed to in writing by Contractor.
B. Contractor shall, at all times provide adequate supervision of personnel to ensure completed and satisfactory performance of all work in accordance with the specifications in the Scope of Work in addition, the terms of the agreement.

A City of Mobile Business License is required and must be current at time of submitting a Bid, and throughout contract period.

Contact the Project Manager, David M. Cordingly, at the City of Mobile, Architectural Engineering Department, by phone at 251-802-2436 or email david.cordingly@cityofmobile.org for further clarification regarding this Request for Proposal.

Boat Lift & Walkway Specifications

Vessel (for reference)
The vessel to be stored on lift will be a Metal Craft Firestorm 38.
L.O.A. 42' 9" B.O.A. 13' 1"

Electrical power to be completed by electrical contractor for installation of boat lift.

Pilings
Pilings to be 4 OR 8 - 12" 2.5 C.C.A pressure treated wood.
Piling Penetration to be minimum of 10' into stand bottom or 5' into rock strata. Sub- surface conditions can vary greatly. The contractor shall verify all pile capacities.

Lift attachment to Pilings
Lift shall be attached to 12" wood pilings with stainless steel mounting bracket and hardware.

Structure
Structure should be designed for loads associated with an ultimate wind speed of 180 MPH, Exposure "D", risk category I. Structure to be manufactured out of 6061-T6 aluminum with 300 series stainless hardware.

Top Beam Channel (2)
Shall be C10 x 8.64 LB/FT 10H x .526 2.88 W x .437 x 206 OAL
All structural members to be 6061-T6 Aluminum.

Cradle I-Beam (2)
2 Double 10H x .29 6W x .50 216" Long.
All structural members to be 6061-T6 Aluminum.

Bunk Boards
10 x 6 x 25' ~~Carpeted~~. SYNTHETIC STRIPS
All structural members to be 6061-T6 Aluminum.

Cable
Cable to 3/8" x 60' 300 series stainless steel.

Cable Spread (Between Cradle Beams)
Cable spread shall be 134".

Guide Posts
Guide posts to be 120" tall.

Bearings
Cable winder bearings to be 2" H.D. extruded 6061-T6 Aluminum. Bearing to have stainless steel grease fittings.

Shaft Drive
Shaft Drive to be 1-15/16" diameter Schedule 80 galvanized pipe.

Cable Winder
Cable winder shall be 3-1/2" diameter schedule 80 aluminum pipe with cable grooves. Shall include stainless steel cable keeper.

Motors/Drive
Lift motors to have 3450 rpm high-speed 1-1/2 HP motors and be able to lift at 9.90" per minute (min.). Drive to be dual worm gear driven with 350:1 ratio making 8,000 inch pounds of torque.

Platform
Stern walkway to be installed in the boat lift 8' wide and 23'- 10" long and an access catwalk 5' wide and 45'-2" long to allow crews to walk around the vessel for maintenance, inspection and cleaning. Decking to be injection molded polypropylene with UV protection.

Additional Information

What is needed for the boat lift?

Capacity	40,000 lbs.
Post Type	4-8 2.5 C.A.A. P.T. wood piling (12" dia. min.)
Cradle, Sling, or Fork type lift?	CRADLE type lift
What does lift need?	Power, Control Box, Remote Control
Any adapters or special framing needed for lift?	No
Any shore serviced needed?	Yes, Electricity (38'-4" to breaker)
Type of access needed?	By Land and Sea
How high out of the water do we need to Lift the boat?	Approximately 2-3 feet above high tide line
Will dock need modifications to reach boat?	No, but additional walkways are wanted for maintenance, inspection, and cleaning.

Dimensions of Location:

Current Pier	See Drawings. Current pilings in place are 12" in diameter. (3'2" Circumference) and stand 7'-0" above top of pier deck.
Depth of Water	At low tide (Lowest point 4'4", Deepest point 6' 11")
Type of Bottom Material	62% Sand, 4% Clay, 24% Dirt, 10% Unknown. (Estimates)
Mean Depth	Mean low tide - 3'
How far will boat be from shore?	Low tide - 20' High tide - 45'6"
Type of dry land for access	Grass / Gravel parking

What we want to happen:

How high to lift boat?	2 feet above high tide on average. (max. keel to be lifted 3' From bottom of lift frame.)
How high for pier access to boat?	2 feet above high tide.
Do we want power and water at this location?	Yes, Power to be run 38'-4" from breaker
Do we want a cover over the lift/boat?	Yes (As a Bid Alternate No.1)

Identify the accessing of the site for construction:

Equipment	Either by barge or through security gate during normal business hours.
Deliveries of items and equipment	Either by barge or through security gate during normal business hours.
Access for persons doing construction	Either by barge or through security gate during normal business hours.

NORTH

MOBILE ALABAMA
ARCHITECTURAL ENGINEERING DEPARTMENT
GOVERNMENT PLAZA, 5TH FLOOR SOUTH TOWER
MOBILE, ALABAMA 36633
(251) 208-7454

Title: MOBILE FIRE-RESCUE DEPARTMENT
BOAT LIFT + DOCK IMPROVEMENTS

Sheet Title: VICINITY MAP

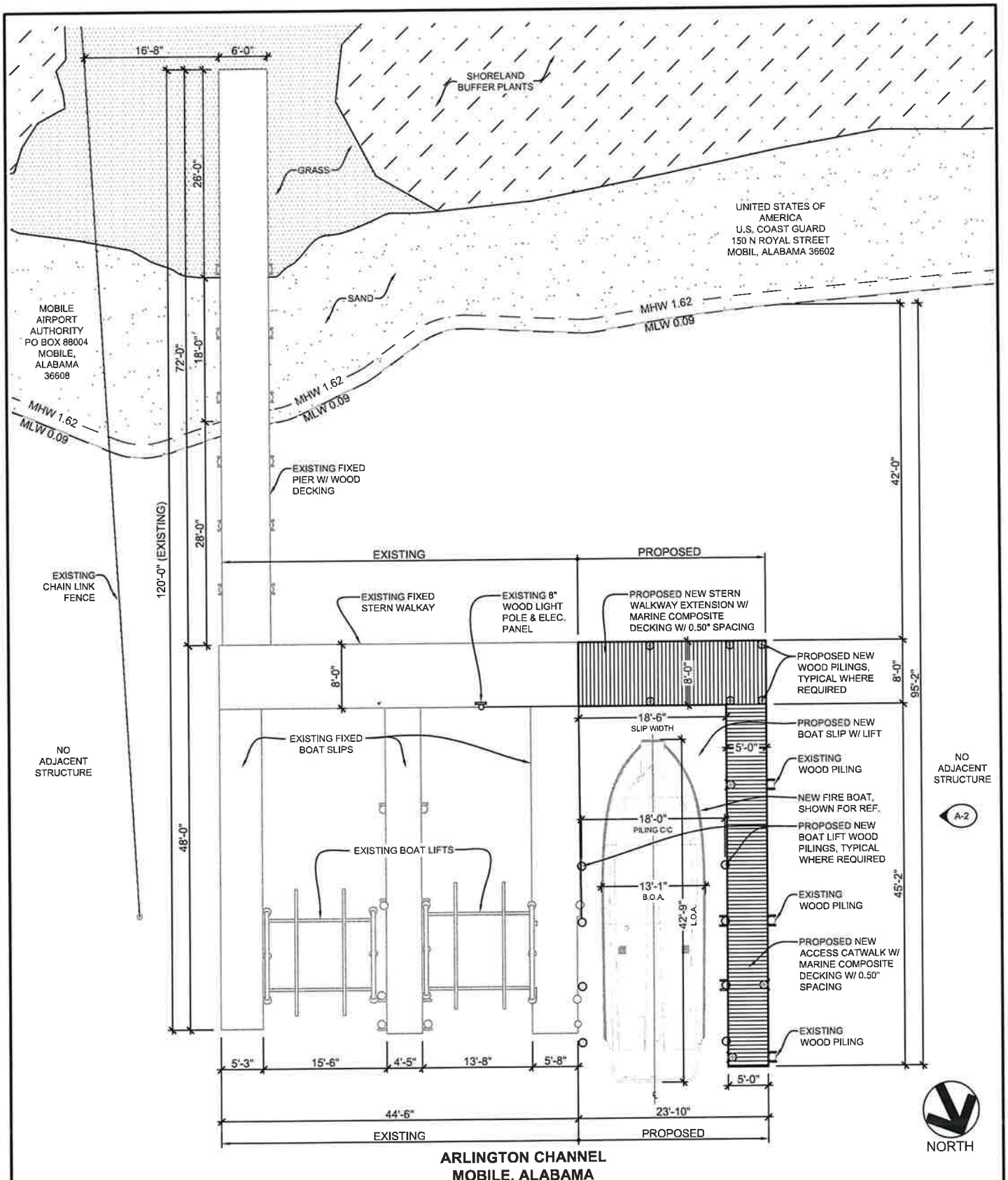
Revised Date: 06/16/2023

Scale: N.T.S.

Revised Date:

A-1

1 of 3



MOBILE ALABAMA
ARCHITECTURAL ENGINEERING DEPARTMENT
GOVERNMENT PLAZA, 5TH FLOOR SOUTH TOWER
MOBILE, ALABAMA 36633
(251) 208-7454

Title: **MOBILE FIRE-RESCUE DEPARTMENT**
BOAT LIFT + DOCK IMPROVEMENTS

Sheet Title: **OVERHEAD PLAN VIEW**

Revised Date: 06/16/2023

Scale: 1/16" = 1'-0"

Revised Date:

A-2

2 of 4

MOBILE ALABAMA
ARCHITECTURAL ENGINEERING DEPARTMENT
GOVERNMENT PLAZA 5TH FLOOR SOUTH TOWER
MOBILE, ALABAMA 36633
(251) 208-7454

Title:

MOBILE FIRE-RESCUE DEPARTMENT
BOAT LIFT + DOCK IMPROVEMENTS

Sheet Title:

SECTION & WEST ELEVATION VIEW

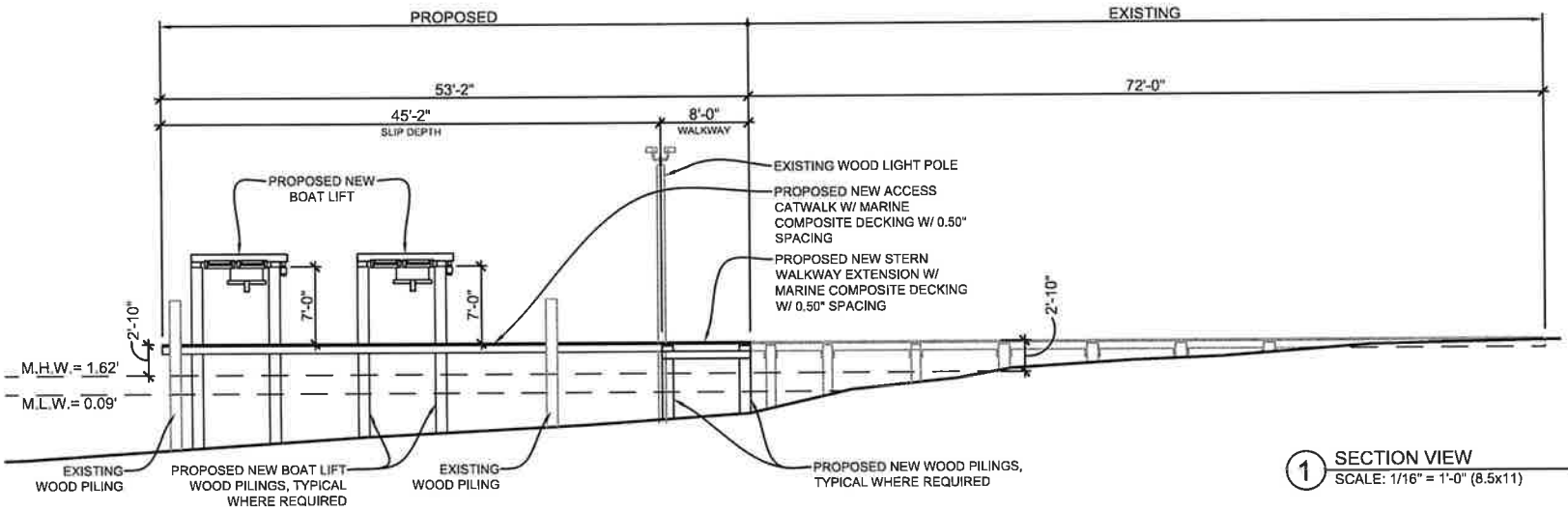
Revised Date: 06/16/2023

Scale: SEE SHEET

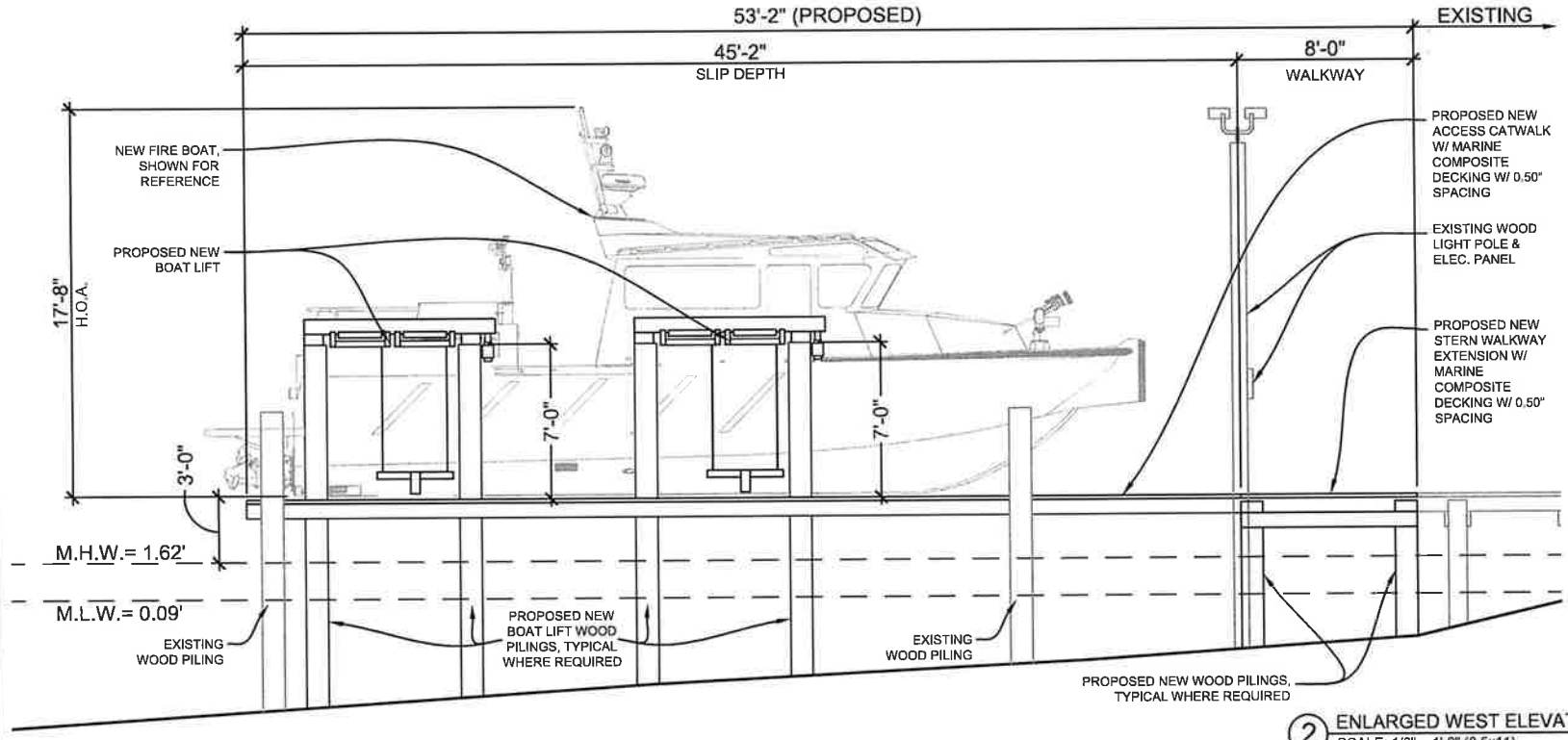
Revised Date:

A-3

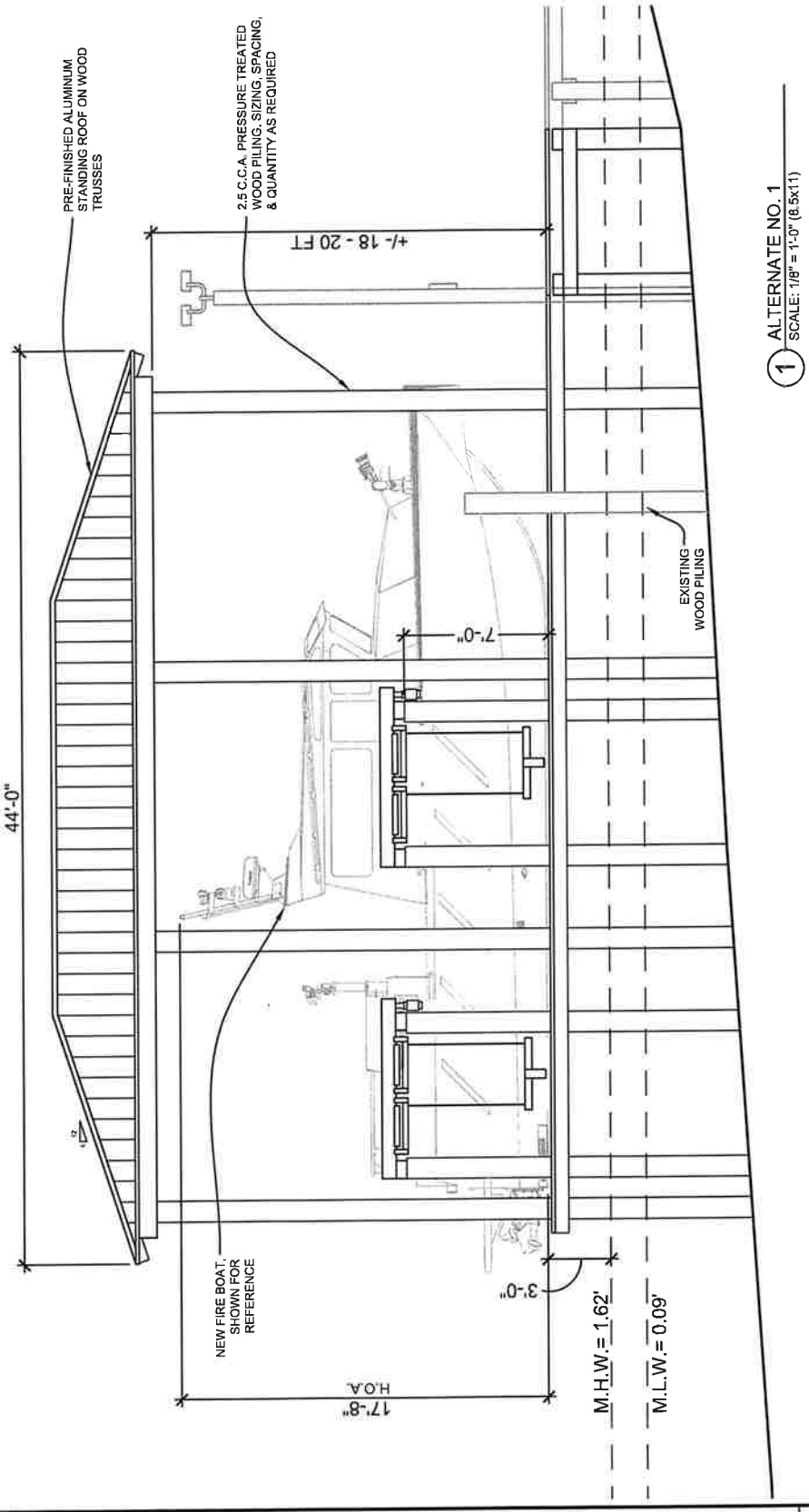
3 of 4



1 SECTION VIEW
SCALE: 1/16" = 1'-0" (8.5x11)



2 ENLARGED WEST ELEVATION
SCALE: 1/8" = 1'-0" (8.5x11)



MOBILE ALABAMA
ARCHITECTURAL ENGINEERING DEPARTMENT
GOVERNMENT PLAZA, 5TH FLOOR SOUTH TOWER
MOBILE, ALABAMA 36633
(251) 208-7454

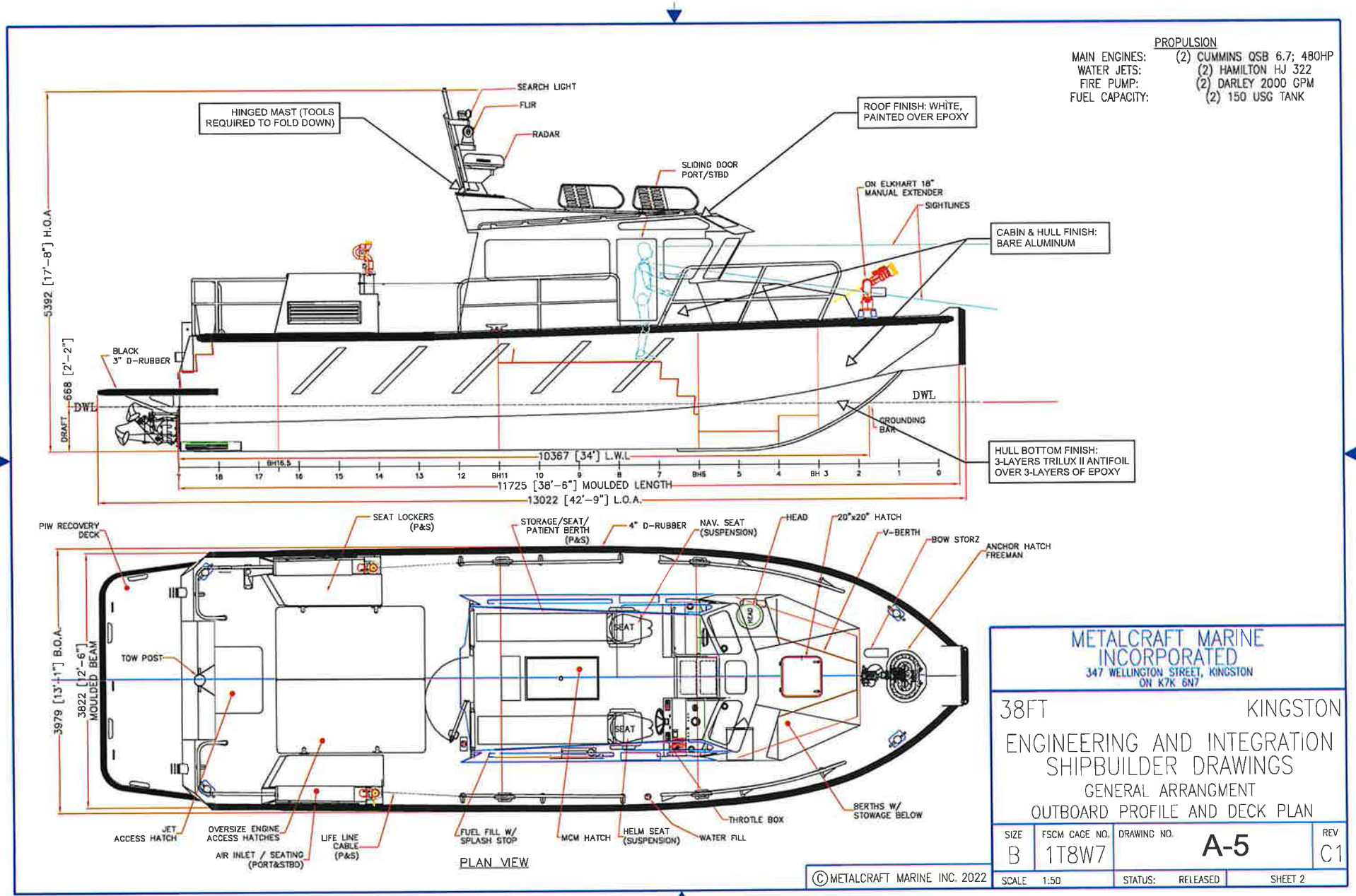
Title: **MOBILE FIRE-RESCUE DEPARTMENT**
BOAT LIFT + DOCK IMPROVEMENTS

Sheet Title: **ALTERNATE NO.1 - BOATHOUSE**
WEST ELEVATION VIEW

Revised Date: 06/16/2023

Scale: SEE SHEET

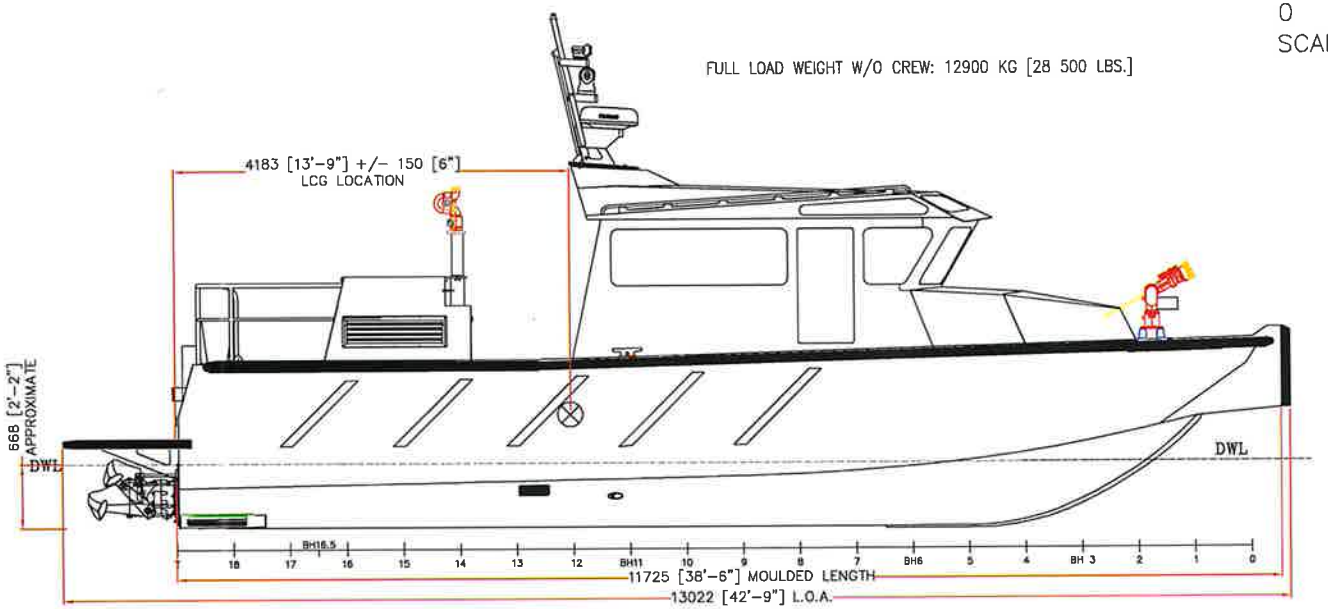
Revised Date: A-4 4 of 4


PROPULSION
MAIN ENGINES: (2) CUMMINS QSB 6.7; 480HP
WATER JETS: (2) HAMILTON HJ 322
FIRE PUMP: (2) DARLEY 2000 GPM
FUEL CAPACITY: (2) 150 USG TANK
HINGED MAST (TOOLS REQUIRED TO FOLD DOWN)
SEARCH LIGHT
FLIR
RADAR
ROOF FINISH: WHITE, PAINTED OVER EPOXY
SLIDING DOOR PORT/STBD
ON ELKHART 18" MANUAL EXTENDER
SIGHTLINES
CABIN & HULL FINISH: BARE ALUMINUM
5392 [17'-8"] H.O.A
668 [2'-2"]
DRAFT
DWL
BLACK 3" D-RUBBER
GROUNDING BAR
HULL BOTTOM FINISH: 3-LAYERS TRILUX II ANTIFOIL OVER 3-LAYERS OF EPOXY
10367 [34'] L.W.L
11725 [38'-6"] MOULDED LENGTH
13022 [42'-9"] L.O.A.
PIW RECOVERY DECK
SEAT LOCKERS (P&S)
STORAGE/SEAT/ PATIENT BERTH (P&S)
4" D-RUBBER
NAV. SEAT (SUSPENSION)
HEAD
20"x20" HATCH
V-BERTH
BOW STORZ
ANCHOR HATCH FREEMAN
3979 [13'-1"] B.O.A.
3822 [12'-6"] MOULDED BEAM
TOW POST
SEAT
JET ACCESS HATCH
OVERSIZE ENGINE ACCESS HATCHES
AIR INLET / SEATING (PORT&STBD)
LIFE LINE CABLE (P&S)
FUEL FILL W/ SPLASH STOP
MCM HATCH
HELM SEAT (SUSPENSION)
WATER FILL
THROTLE BOX
BERTHS W/ STOWAGE BELOW
PLAN VIEW
METALCRAFT MARINE INCORPORATED
347 WELLINGTON STREET, KINGSTON ON K7K 6N7
38FT KINGSTON
ENGINEERING AND INTEGRATION SHIPBUILDER DRAWINGS
GENERAL ARRANGMENT
OUTBOARD PROFILE AND DECK PLAN
SIZE B
FSCM CAGE NO. 1T8W7
DRAWING NO. A-5
REV C1
SCALE 1:50
STATUS: RELEASED
SHEET 2
© METALCRAFT MARINE INC. 2022

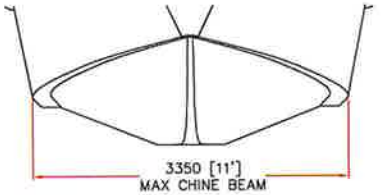
0 1000 2000 3000 4000 5000

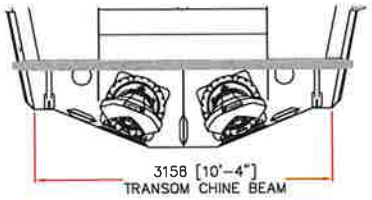
SCALE: 1:50

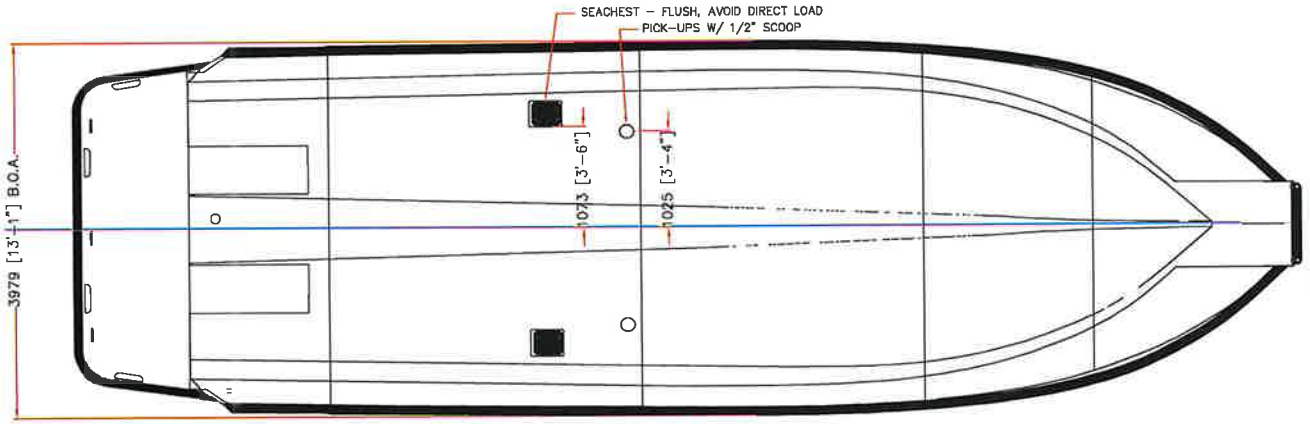
FULL LOAD WEIGHT W/O CREW: 12900 KG [28 500 LBS.]



PROFILE VIEW







PLAN VIEW

METALCRAFT MARINE INCORPORATED
347 WELLINGTON STREET, KINGSTON
ON K7K 6N7

38FT KINGSTON

ENGINEERING AND INTEGRATION
SHIPBUILDER DRAWINGS

GENERAL ARRANGMENT
HOIST/TRAILER INFORMATION

SIZE	FSCM CAGE NO.	DRAWING NO.	REV
B	1T8W7	A-6	C0

SCALE	STATUS	SHEET
1:50	RELEASED	5

© METALCRAFT MARINE INC. 2023

MOBILE
ALABAMA

Addendum No. 1

To: Pre-Quote Meeting Attendees and Registered Plan holders

From: David M. Cordingly
City of Mobile Architectural Engineering Department

Re: MFRD Boat Lift & Dock Improvements
Project #FD-040-23

Date: July 12, 2023

This Addendum forms a part of, and modifies, the Request for Quotes for the above referenced project. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Quote Form. Failure to do so may subject Contractor to disqualification.

General:
Item #1
After site visit, bidder brought to attention the possible need for more electrical work to increase the capacity of the existing breaker panel and possibly needing additional runs to the transformer. This electrical scope is currently being defined and this information will be provided in a subsequent Addendum.

Drawings: N/A

RFI's: N/A

Attachments:

The following shall be included as part of the Contract Documents for this project:

1. The Pre-Bid Conference Agenda ***with Modifications***
2. Attendance Roster, dated July 10, 2023

END OF ADDENDUM NO. 1

MOBILE FIRE-RESCUE DEPARTMENT
BOAT LIFT & DOCK IMPROVEMENTS

PRE-BID CONFERENCE

10:00 am July 10, 2023
U.S. Coast Guard Sector Mobile
1500 15th Street, Mobile, Alabama 36615

AGENDA

1. Attendance roster. Include a contact person and an e-mail address where any Addenda should be sent. Please write legibly.

2. Introductions - Owner Contacts, Architect & Consultants, AE Project Manager.

3. Pre-Bid requirements: In order to submit a bid, contractors shall be required to sign-in to be on the bidder's list.

4. Discussion of Scope of Work.
   A. BASE BID:
   Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies, and equipment necessary to properly install a 40,000 lbs. capacity, electric, cable drawn, shafted beam, cradle-type boat lift and construct a stern walkway and access catwalk that ties into the existing boat dock located at the U.S. Coast Guard Sector Mobile, 1500 15th Street, Mobile, AL 36615, as specified in the Scope of Work – MFRD Boat Lift & Dock Improvements, dated June 28, 2023 (attached as Exhibit 1).

   B. ALTERNATE NO.1:
   Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies, and equipment necessary to properly install a roof structure
   (boathouse) over the boat lift to provide protection against environmental extremes. Roof structure to have metal roof on wood trusses on independent wood pilings (as required). Vessel H.A.O. = 17'-8". Structure shall to comply with all associated codes regarding wind speed.
   C. There is a $10,000.00 Contingency Allowance. Allowances shall be utilized only after advance written approval by the Owner. At the end of the project, remaining contingency will be returned to the City via Change Order.
   D. Protect all existing non-moveable items through the course of construction. Verify with Project Manager if non-moveable item is in conflict with work areas.
   E. Contractor must obtain permits and arrange for all permit inspections required by the City of Mobile. There is no charge for the Permit. Subcontractors will need to obtain their own permits.
   F. Before Bidding, Contractor shall verify their license classification of their General Contractors license with the State of Alabama Licensing Board.
   G. Contractor shall have access to the site Monday-Friday, 6:00 am until 4:00 pm unless approved differently by Project Manager.
   H. Contractor shall keep an exceptionally clean site. The U.S. Coast Guard Sector Mobile will continue to operate during normal business hours. All Construction and lay down areas must be protected from public and U.S.C.G. staff.

I. Contractor may utilize, without cost: power, electricity, toilet, and handwashing facilities, etc. if available in moderation.
J. Protect all concrete sidewalks, pads and paving. Contractor shall be responsible for re-pouring any concrete cracked or damaged through the course of the work. It is advised that the Contractor document the area before beginning Construction.
K. Remove waste, spoils, surplus materials, rubbish, and construction facilities from the site. On-Site Dumpster location to be coordinated with Owner Contact. Do not use facilities waste bins or dumpsters. Site must be kept clean.
L. Storm and Wastewater:
    i. Comply with City of Mobile and Alabama Department of Environmental Management requirements. Pay attention to Water Regulations and Allowable Discharges.
    ii. See City of Mobile Code, Chapter 17, Storm Water Management and Flood Control.
M. Any observed ambiguities, discrepancies, omissions or errors in any part of the contract documents shall be submitted as written RFIs to David Cordingly at **david.cordingly@cityofmobile.org**
N. Cut off time for submission of RFIs is by ***5:00*** pm on Friday, July 14th, 2023. All requests are to be submitted via e-mail to David Cordingly.
O. Cut off time for substitution requests is by ***5:00*** pm on Friday, July 14th, 2023. Substitution approvals are Pre-Bid only. All requests are to be submitted via e-mail to David Cordingly.
P. Official clarifications or corrections will be made by written addendum sent to all registered prospective bidders via e-mail. Only clarifications immortalized in Addendums are valid.
Q. The City of Mobile will provide utility line locations within the work area of the ***boat dock***. Contractor shall still be responsible to contact line locators for verification.

5. Special Instructions or conditions.

A. Equal Opportunity:
    i. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Contractors comply with the Equal Employment Opportunity laws and the provisions of the Bid Documents in this regard.
    ii. The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on these and all other publicly solicited Bids and shall be in compliance with the City of Mobile's Minority Utilization Plan as adopted by the City Council.
    iii. The Contractor shall provide an appropriately completed copy of the "City of Mobile Subcontracting and Major Supplier Plan" in the envelope with their Bid Form. Form shall document DBE Subcontractors participating in the project and, should the total % of DBE participation not meet the 15% minimum, all efforts to obtain DBE Subcontractors shall be documented on or attached to the DBE Form when submitted.
    iv. During construction, contractors are required to submit a "DBE Utilization Report" with every Pay Application.
    v. Contractors should contact the City of Mobile, Supplier Diversity Manager for assistance with DBE Subcontractor information and any questions regarding the DBE Compliance Forms. Contact Archnique Kidd at 251-208-7967.

b. City of Mobile permits are required for the construction, but are available without cost to the Contractor. General Contractor, Plumbing Contractor, and Electrical Contractor shall have a current $10,000 Surety Bond on file with the City of Mobile Permitting Division prior to issuance of permits and throughout the contract duration.

6. Bidding instructions, forms, special requirements and time.
   a. Sealed Bids will be received and clocked in until 2:00 PM local time, **Wednesday, the 19th day of July 2023.**
      i. Due to restricted access to Government Plaza offices, it is recommended that Bids be sent by U.S. Postal Service to Office of the City Clerk, PO Box 1827, 36633-1827, if sent by regular mail. Bidders are responsible for ensuring their bids arrive by the bid time and date.
      ii. Or, if sent by another carrier, addressed to the City Clerk, 9TH floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602. Bidders are responsible for ensuring their bids arrive by the bid time and date.
      iii. Bidders delivering Bids in person shall enter Government Plaza at the Joachim Street doors and insert Sealed Bid in the receptacle marked "CITY of MOBILE BIDS", located within the security check point, for pickup by the City Clerk, no later than 2:00 PM local time.
   b. All Bids not clocked in by the City Clerk's Office prior to the time specified, or Bids received after the specified time, will be automatically rejected, and returned immediately, unopened.
   c. Bids will be publicly opened and read at 2:30 PM local time, in the Atrium Lobby of Government Plaza.
   d. This is a tax-exempt project. As per the State of Alabama ACT 2013-205, the Alabama Department of Revenue (ADOR) has been granted the authority to issue a "Certificate of Exemption from Sales and Use Tax for Governmental Entities" on construction projects. Therefore, this project shall qualify for State of Alabama Sales and Use Tax Exemptions under this ACT. It is the responsibility of the Bidder to confirm the potential tax exempt status of their bid with the ADOR and include any such savings in their bid, as well as accounting for same on their bid form attachment Sales Tax Form C-3A.

7. Additional Requirements at time of Contract execution:
   a. A valid City of Mobile business license for the duration of the contract period
   b. E-verify Documentation: The Beason-Hammond Taxpayer Protection Act applies to this project. Contractor shall comply with the requirements of this Act and show proof of enrollment in the E-verify program by submitting the electronically generated Federal E-verify document prior to signing of the construction contract. (see RFP)
   c. Performance Bond and Labor & Material Payment Bond are required.
   d. Certificate of Insurance in amounts and with endorsements as required by the City of Mobile (see Project Manual or Request for Quotes documents).
   e. Builder's Risk and Marine General Liability Insurance:
      i. ALL RISK Builder's Risk coverage shall be provided for the Contractor, Owner and all SubContractors for the full amount of the Contract during construction, fabrications, storage, transport and erection of any equipment.

ii. Policy provisions and the Certificate of Insurance shall be provided to the Owner.

8. Payment requirements.
   a. Retainage withheld at 5% of the first 50% of Construction Completed until the amount equals 2.5% of the full contract amount.
   b. The final 2.5% of the full contract amount is withheld as retainage until all close out requirements are met, proof of advertisement, warranties, Consent of Surety, and release of liens, etc. By State of Alabama Law, notice of final completion of the contract shall be published four times in a local newspaper of general circulation.
   c. The City of Mobile is unable to issue payment or deposits on materials that are not on the project site, or in the City of Mobile stored in a climate controlled, bonded warehouse where a City representative can verify their presence and proper storage.

9. Owner/City of Mobile contacts and phone numbers:
   a. David Cordingly: 251-802-2436 (City of Mobile Project Manager)
   b. Cassie Boatwright: 251-208-7627 (Director of REAM)

10. Walk of Site

11. Adjourn

ATTENDANCE ROSTER

MEETING	PROJECT	LOCATION	DATE
Pre-Bid Conference	MFRD BOAT LIFT & DOCK IMPROVEMENTS	U.S. COAST GUARD SECTOR MOBILE 1500 15th Street, Mobile, Alabama 36615	Monday, July 10, 2023

FD-040-23

NAME	ORGANIZATION	PHONE	FAX	CELL PHONE	E-MAIL
DAVID CORDINGLY	COM AE Department	251-802-2436		SAME	david.cordingly@cityofmobile.org
JAKE SMITH	Bill Smith Electric	850-324-2806		SAME	Jake@billsmithelectric.com
TAYLOR LEMACKS	Synergy Marine & Environmental	251-776-2959		SAME	taylor@synergymec.com
TOM BOYNTON	AM-TECH	713-295-1961		SAME	tboynton@americanmtech.com
JASON BROWNE	COM MFRD				brownej@cityofmobile.org
JAMES FRANK	COM MFRD				frankj@cityofmobile.org

MOBILE
ALABAMA

Addendum No. 2

To: Pre-Quote Meeting Attendees and Registered Plan holders

From: David M. Cordingly
City of Mobile Architectural Engineering Department

Re: MFRD Boat Lift & Dock Improvements
Project #FD-040-23

Date: July 18, 2023

This Addendum forms a part of, and modifies, the Request for Quotes for the above referenced project. Acknowledge the receipt of this Addendum No. 2 and all subsequent Addenda, if any, in the space provided on the Quote Form. Failure to do so may subject Contractor to disqualification.

General:
Item #1
Boat lift bunk boards are to have synthetic bunk covers in lieu of carpeted.
Basis of Design: Gatorbak XP Synthetic Bunk Cover

Item #2
Additional electrical work is needed. The current electrical panel is not adequate for servicing the new boat lift. Install new 200-amp service from the transformer to the existing electrical panel (240-FT); upgrade existing electrical panel to a 200-amp breaker box; upgrade wiring for the (2) existing boat lifts to tie into new panel; and wire the new boat lift to the upgraded panel.

Drawings: N/A

RFI's: N/A

Attachments:

1. N/A

END OF ADDENDUM NO. 2

MOBILE
ALABAMA

Addendum No. 3

To: Pre-Quote Meeting Attendees and Registered Plan holders

From: David M. Cordingly
City of Mobile Architectural Engineering Department

Re: MFRD Boat Lift & Dock Improvements
Project #FD-040-23

Date: July 18, 2023

This Addendum forms a part of, and modifies, the Request for Quotes for the above referenced project. Acknowledge the receipt of this Addendum No. 3 and all subsequent Addenda, if any, in the space provided on the Quote Form. Failure to do so may subject Contractor to disqualification.

Clarifications:

A. Bid Date/Time: Please note that the Bid Date has been revised. Bids will now be received until **Wednesday, July 26, 2023 until 2:00 PM local time** in the Office of the City Clerk, 9th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602. The same will be publicly opened and read at 2:30 PM local time in the Atrium Lobby of Government Plaza.

B. Base Bid:
Additional electrical scope: In addition to the original Base Bid Scope of Work for the boat lift and dock improvements, Contractor is to furnish all labor, materials, tools, supplies, and equipment necessary to properly install two (2) 30-Amp RV style Power Outlet Boxes for shore power. Boxes are to be enclosed, lockable, and weatherproof. Contractor is to coordinate final locations with Owner.

C. Alternate No. 1:
Additional electrical scope: In addition to the original Alternate No. 1 Scope of Work for the boathouse, Contractor is to furnish all labor, materials, tools, supplies, and equipment necessary to properly install four (4) exterior grade LED light fixtures flush mounted to the underside of the boathouse, and an exterior grade light switch. Fixtures need to adequately light the underside of the boathouse, which will be located approximately 18-20 feet above the walkway. Contractor is to coordinate final light switch location with Owner.

Drawings: N/A
RFI's: N/A
Attachments: N/A

END OF ADDENDUM NO. 3

MFRD BOAT LIFT & DOCK IMPROVEMENTS
FD-040-23

BID FORM

Company (Legal Registered Name): American Marine Technical Solutions, LLC

Company Address: 660 Dunlap Drive, Mobile, AL 36602

Office Phone #: 251 301 0652 **Email:** tboynton@americanmtech.com

City of Mobile Business License No.: 117967

In compliance with the Request for Proposal prepared by the City of Mobile, Architectural Engineering Department, dated June 28,2023, and all Addendum(a) No(s) 1, 2, & 3 dated 7/12/23, 7/18/23, 7/18/23, the undersigned does hereby propose 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. The Contractor shall deliver the work complete within Thirty (30) calendar days from the written Notice to Proceed.

- **Bids shall NOT include any applicable sales and use taxes.**
- **Bids shall be provided in whole dollar amount with no cents.**

Base Bid Amount: Two hundred fifty-nine thousand, one hundred ninety-five
(Amount in Words)
& 00/100 Dollars ($ 259,195.00)
(Amount in Numbers)

Alternate No.1 Amount: Fifty seven thousand, four hundred
(Amount in Words)
& 00/100 Dollars ($ 57,400.00) — ACCEPTED
(Amount in Numbers)

Contingency Allowance: *Ten Thousand* & 00/100 Dollars ($ 10,000.00)
(Amount in Numbers)

Total Proposal Amount: Three hundred twenty-six thousand, five hundred ninety-five
(Amount in Words)
& 00/100 Dollars ($ 326,595.00)
(Amount in Numbers)

During the term of the Agreement, if any unforeseen circumstances/conditions are discovered, Contractor must notify the Service Contracts Administrator immediately. Repairs not covered by the Scope of Work will require written authorization by the City, prior to ordering materials or undertaking work.

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

DOCUMENTS TO BE SUMITTED AT TIME OF BID:

- Bid Form
- Bid Bond or Cashier's Check if applicable
- Subcontracting and Major Supplier Plan
- Any additional information, as required by the "Standard Contract Agreement Between City of Mobile and Contractor" (attached as Exhibit 2).
- CONTRACT REDLINED
- E-VERIFY DOCUMENT + CERTIFICATE OF INSURANCE

INSTALLAION: Will Proposer be responsible for installation work? ☑ YES ☐ NO
(If "NO", please provide Sub-Contractor information below)

Name: _____ **Address:** _____

Phone No.: _____ **Email:** _____

PROPOSAL SUBMITTED BY:

Company (Legal Registered Name): American Marine Technical Solutions, LLC

Contact Phone No: (251) 301-0652 **Cell No:** (713) 295-1961

E-mail Address: TBoynton@americanmtech.com

Signature: TB **Date:** 7/26/23

Printed Name: Tom Boynton **Title:** Vice President

END OF SECTION

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, American Marine Technical Solutions, LLC, hereinafter called the Principal, and XL Specialty Insurance Company, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of Three Hundred Twenty-Six Thousand, Five Hundred Ninety-Five and 00/100 Dollars ($326,595.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2023 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete MFRD Boat Lift & Dock Improvements – U.S. Coast Guard Sector Mobile (FD-040-23) 1500 15th Street, Mobile, Alabama, 36615 a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 24th day of October, 2023.

CONTRACTOR AS PRINCIPAL

Company: American Marine Technical Solutions, LLC
(Corporate Seal)

By: _____
(Signature)

Name and Title: THOMAS BOYNTON PRESIDENT

SURETY

Company: XL Specialty Insurance Company
(Corporate Seal)

By: _____
(Signature)

Name and Title: Sarah Murtha, Attorney-in-Fact

Resident Agent: N/A
(Signature)

Name and Title: N/A
Company Name: Willis Towers Watson Southeast, Inc.
Address: 2101 6th Ave N #1200
Birmingham, AL 35203
Phone and Fax: +1 (205) 868-0295

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, American Marine Technical Solutions, LLC, as Principal, and XL Specialty Insurance Company, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of Three Hundred Twenty-Six Thousand, Five Hundred Ninety-Five and 00/100 Dollars ($326,595.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2023 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete MFRD Boat Lift & Dock Improvements – U.S. Coast Guard Sector Mobile (FD-040-23) 1500 15th Street, Mobile, Alabama, 36615, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED,** however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint Sarah Murtha, **Attorney-In-Fact,** as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 24th day of October, 2023

CONTRACTOR AS PRINCIPAL
Company: American Marine Technical Solutions, LLC
(Corporate Seal)

By: _____
(Signature)
Name and Title: THOMAS BOYNTON PRESIDENT

SURETY
Company: XL Specialty Insurance Company
(Corporate Seal)

By: _____
(Signature)
Name and Title: Sarah Murtha, Attorney-in-Fact

Resident Agent: N/A
(Signature)
Name and Title: N/A
Company Name: Willis Towers Watson Southeast, Inc.
Address: 2101 6th Ave N #1200
Birmingham, AL 35203
Phone and Fax: +1 (205) 868-0295

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

DocuSign Envelope ID: DAE4BAFC-FC71-4363-9CE2-A9E9D8AE7986

Power of Attorney
XL Specialty Insurance Company
XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER
LIMITED POWER OF ATTORNEY
XL 1624584

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 677 Washington Blvd., 10th Floor, Stamford, CT 06901, do hereby nominate, constitute, and appoint:

Kathryn Pryor, Jennifer Godere, Gentry Stewart, Michelle Anne McMahon, Sarah Murtha, Connor Wolpert, Jonathan Gleason, Nicholas Miller, Doritza Mojica, Richard Hackner, Robyn Salley

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed $100,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this October 3rd, 2023.

XL SPECIALTY INSURANCE COMPANY

XL SPECIALTY INSURANCE COMPANY CORPORATE SEAL DELAWARE

by: Gregory Boal, VICE PRESIDENT

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

Attest: Kevin M. Mirsch, ASSISTANT SECRETARY

On this 3rd day of October, 2023, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.

Commonwealth of Pennsylvania - Notary Seal
S Grace Freed-Brown, Notary Public
Chester County
My commission expires March 5, 2026
Commission number 1322812
Member, Pennsylvania Association of Notaries

S. Grace Freed-Brown, NOTARY PUBLIC

Commercial Bond – Contact Information

All correspondence in conjunction with this bond must be directed to the following address or Email:

XL Specialty Insurance Company
Surety Administrative Office
677 Washington Blvd
10th Floor
Stamford CT, 06901
For general inquiries please contact: XL-Surety-General@axaxl.com
For claims inquiries please contact: AXAXL-BondClaims@axaxl.com

FRAUD NOTICE

Arkansas	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Colorado	**It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.**
District of Columbia	**WARNING:** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
Florida	Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
Kansas	A "fraudulent insurance act" means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.
Kentucky	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.
Louisiana	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Maine	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.
Maryland	Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
New Jersey	Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.
New Mexico	ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

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New York	**General: All applications for commercial insurance, other than automobile insurance:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation. **All applications for automobile insurance and all claim forms:** Any person who knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation. **Fire:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime. The proposed insured affirms that the foregoing information is true and agrees that these applications shall constitute a part of any policy issued whether attached or not and that any willful concealment or misrepresentation of a material fact or circumstances shall be grounds to rescind the insurance policy.
Ohio	Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
Oklahoma	**WARNING**: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.
Pennsylvania	**All Commercial Insurance, Except As Provided for Automobile Insurance:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. **Automobile Insurance:** Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and the payment of a fine of up to $15,000.
Puerto Rico	**Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars ($5,000) and not more than ten thousand dollars ($10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.**

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Rhode Island	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Tennessee	**All Commercial Insurance, Except As Provided for Workers' Compensation** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits. **Workers' Compensation:** It is a crime to knowingly provide false, incomplete or misleading information to any party to a workers' compensation transaction for the purpose of committing fraud. Penalties include imprisonment, fines and denial of insurance benefits.
Utah	**Workers' Compensation:** Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.
Virginia	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
Washington	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
West Virginia	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
All Other States	Any person who knowingly and willfully presents false information in an application for insurance may be guilty of insurance fraud and subject to fines and confinement in prison. (In Oregon, the aforementioned actions may constitute a fraudulent insurance act which may be a crime and may subject the person to penalties).

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U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Policyholder Notice provides information concerning possible impact on your insurance coverage due to the impact of U.S. Trade Sanctions[1]. Please read this Policyholder Notice carefully.

In accordance with the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") regulations, or any other U.S. Trade Sanctions applied by any regulatory body, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law, is a Specially Designated National and Blocked Person ("SDN"), or is owned or controlled by an SDN, this insurance will be considered a blocked or frozen contract. When an insurance policy is considered to be such a blocked or frozen contract, neither payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

[1] "U.S Trade Sanctions" may be promulgated by Executive Order, act of Congress, regulations from the U.S. Departments of State, Treasury, or Commerce, regulations from the State Insurance Departments, etc.

PN CW 05 1017

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PRIVACY POLICY

The XL Catlin insurance group (the "Companies"), believes personal information that we collect about our customers, potential customers, and proposed insureds (referred to collectively in this Privacy Policy as "customers") must be treated with the highest degree of confidentiality. For this reason and in compliance with the Title V of the Gramm-Leach-Bliley Act ("GLBA"), we have developed a Privacy Policy that applies to all of our companies. For purposes of our Privacy Policy, the term "personal information" includes all information we obtain about a customer and maintain in a personally identifiable way. In order to assure the confidentiality of the personal information we collect and in order to comply with applicable laws, all individuals with access to personal information about our customers are required to follow this policy.

Our Privacy Promise

Your privacy and the confidentiality of your business records are important to us. Information and the analysis of information is essential to the business of insurance and critical to our ability to provide to you excellent, cost-effective service and products. We understand that gaining and keeping your trust depends upon the security and integrity of our records concerning you. Accordingly, we promise that:

1. We will follow strict standards of security and confidentiality to protect any information you share with us or information that we receive about you;
2. We will verify and exchange information regarding your credit and financial status only for the purposes of underwriting, policy administration, or risk management and only with reputable references and clearinghouse services;
3. We will not collect and use information about you and your business other than the minimum amount of information necessary to advise you about and deliver to you excellent service and products and to administer our business;
4. We will train our employees to handle information about you or your business in a secure and confidential manner and only permit employees authorized to use such information to have access to such information;
5. We will not disclose information about you or your business to any organization outside the XL Catlin insurance group of Companies or to third party service providers unless we disclose to you our intent to do so or we are required to do so by law;
6. We will not disclose medical information about you, your employees, or any claimants under any policy of insurance, unless you provide us with written authorization to do so, or unless the disclosure is for any specific business exception provided in the law;
7. We will attempt, with your help, to keep our records regarding you and your business complete and accurate, and will advise you how and where to access your account information (unless prohibited by law), and will advise you how to correct errors or make changes to that information; and
8. We will audit and assess our operations, personnel and third party service providers to assure that your privacy is respected.

Collection and Sources of Information

We collect from a customer or potential customer only the personal information that is necessary for (a) determining eligibility for the product or service sought by the customer, (b) administering the product or service obtained, and (c) advising the customer about our products and services. The information we collect generally comes from the following sources:

- Submission – During the submission process, you provide us with information about you and your business, such as your name, address, phone number, e-mail address, and other types of personal identification information;
- Quotes – We collect information to enable us to determine your eligibility for the particular insurance product and to determine the cost of such insurance to you. The information we collect will vary with the type of insurance you seek;

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- Transactions – We will maintain records of all transactions with us, our affiliates, and our third party service providers, including your insurance coverage selections, premiums, billing and payment information, claims history, and other information related to your account;
- Claims – If you obtain insurance from us, we will maintain records related to any claims that may be made under your policies. The investigation of a claim necessarily involves collection of a broad range of information about many issues, some of which does not directly involve you. We will share with you any facts that we collect about your claim unless we are prohibited by law from doing so. The process of claim investigation, evaluation, and settlement also involves, however, the collection of advice, opinions, and comments from many people, including attorneys and experts, to aid the claim specialist in determining how best to handle your claim. In order to protect the legal and transactional confidentiality and privileges associated with such opinions, comments and advice, we will not disclose this information to you; and
- Credit and Financial Reports – We may receive information about you and your business regarding your credit. We use this information to verify information you provide during the submission and quote processes and to help underwrite and provide to you the most accurate and cost-effective insurance quote we can provide.

Retention and Correction of Personal Information

We retain personal information only as long as required by our business practices and applicable law. If we become aware that an item of personal information may be materially inaccurate, we will make reasonable effort to re-verify its accuracy and correct any error as appropriate.

Storage of Personal Information

We have in place safeguards to protect data and paper files containing personal information.

Sharing/Disclosing of Personal Information

We maintain procedures to assure that we do not share personal information with an unaffiliated third party for marketing purposes unless such sharing is permitted by law. Personal information may be disclosed to an unaffiliated third party for necessary servicing of the product or service or for other normal business transactions as permitted by law.

We do not disclose personal information to an unaffiliated third party for servicing purposes or joint marketing purposes unless a contract containing a confidentiality/non-disclosure provision has been signed by us and the third party. Unless a consumer consents, we do not disclose "consumer credit report" type information obtained from an application or a credit report regarding a customer who applies for a financial product to any unaffiliated third party for the purpose of serving as a factor in establishing a consumer's eligibility for credit, insurance or employment. "Consumer credit report type information" means such things as net worth, credit worthiness, lifestyle information (piloting, skydiving, etc.) solvency, etc. We also do not disclose to any unaffiliated third party a policy or account number for use in marketing. We may share with our affiliated companies information that relates to our experience and transactions with the customer.

Policy for Personal Information Relating to Nonpublic Personal Health Information

We do not disclose nonpublic personal health information about a customer unless an authorization is obtained from the customer whose nonpublic personal information is sought to be disclosed. However, an authorization shall not be prohibited, restricted or required for the disclosure of certain insurance functions, including, but not limited to, claims administration, claims adjustment and management, detection, investigation or reporting of actual or potential fraud, misrepresentation or criminal activity, underwriting, policy placement or issuance, loss control and/or auditing.

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Access to Your Information

Our employees, employees of our affiliated companies, and third party service providers will have access to information we collect about you and your business as is necessary to effect transactions with you. We may also disclose information about you to the following categories of person or entities:

- Your independent insurance agent or broker;
- An independent claim adjuster or investigator, or an attorney or expert involved in the claim;
- Persons or organizations that conduct scientific studies, including actuaries and accountants;
- An insurance support organization;
- Another insurer if to prevent fraud or to properly underwrite a risk;
- A state insurance department or other governmental agency, if required by federal, state or local laws; or
- Any persons entitled to receive information as ordered by a summons, court order, search warrant, or subpoena.

Violation of the Privacy Policy

Any person violating the Privacy Policy will be subject to discipline, up to and including termination.

For more information or to address questions regarding this privacy statement, please contact your broker.

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OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

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

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1**), you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on **Form 2** will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	American Marine Technical Solutions, LLC
Address	660 Dunlap Dr, Mobile Alabama 36602
Telephone	(251) 301-0652
E-Mail	TBoynton@americanmtech.com

RFP/RFQ Solicitation Number	FD-040-23
Project Description	MFRD Boat Lift + Dock Improvements
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 11 Female 1 Minority 2 Non-minority 9 Vets _____ Total #of Employees 12

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Tom Boynton

Signature: T. Boynton Date: 7/26/23

Title: Vice President

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: STACEY JORDAN Title: SR PLANNER

E-mail:_ Phone: SJORDAN@ALABAMASHIPYARD.COM 251 301 1613

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # FD-040-23 Your Bid/Proposal Amount $ 331,817. Date: 7 / 26 / 23

Description MFRD Boat Lift + Dock Improvements

Name of Bidder/Proposer: American Marine Technical Solutions, LLC

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
BILL SMITH ELECTRIC	8509686500	ELECTRIC DISTRIBUTION	$75,587	29%	MBE	
GREENCO	2519712210	PILINGS, DECK, LIFT INSTALL	$162,525	61%		

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: American Marine Technical Solutions, LLC

Contact Person: Tom Boynton Phone (713) 295-1961 Email TBoynton@americanmtech.com

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

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

✓		**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	✓	**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	✓	**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
✓		**CONTRACT RECORDS:** The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

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

✓ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. WE LOCATED A QUALIFIED MBE COMPANY FOR 29% OF THE BASE PROJECT. QUALIFICATION PAPERS FOR BILL SMITH ELECTRIC ARE INCLUDED.

Suggestions or comments to improve this program. _____

From: Kidd, Archnique
To: Cordingly, David
Cc: Boatwright, Cassie; Nixon, Alexondria
Subject: Re: FD-040-23 MFRD Boat Dock – Boat Lift Installation & Dock Improvements
Date: Wednesday, August 16, 2023 10:33:28 AM

Please allow this email to serve as the approval of the Subcontractor and Major Supplier Plan for FD-040-24 MFRD Boat Dock.

Archnique Kidd, Supplier Diversity Manager
City of Mobile
(251)208-7967

> On Aug 16, 2023, at 10:06 AM, Cordingly, David <david.cordingly@cityofmobile.org> wrote:
>
> No ma'am, this is funded with capital funds from MFRD.
>
> **David M. Cordingly**
> Capital Improvement Project Manager
> Architectural Engineering Department
> City of Mobile
> 251-208-7637
>
> **From:** Kidd, Archnique
> **Sent:** Wednesday, August 16, 2023 10:05 AM
> **To:** Cordingly, David <david.cordingly@cityofmobile.org>
> **Cc:** Boatwright, Cassie <boatwright@cityofmobile.org>
> **Subject:** Re: FD-040-23 MFRD Boat Dock – Boat Lift Installation & Dock Improvements
>
> Good morning David,
> Is this project being funded with capital funds or grant funds? If it is grant funding, what type of grant is it being funded with?
>
> Archnique Kidd, Supplier Diversity Manager
> City of Mobile
> (251)208-7967
>
> > On Aug 16, 2023, at 9:50 AM, Cordingly, David <david.cordingly@cityofmobile.org> wrote:
> >
> > Archnique,
> > Good morning. I have been working with the Mobile Fire-Rescue

Department on a project to extend their current boat dock and add an additional boat lift in preparation for the delivery of their new 43-ft fireboat. While there were three Contractors at the pre-bid, only one Contractor submitted a bid (two of them paired up).

Attached is the Bid Package submitted by the Contractor for your review. I am intending to get this on council's agenda for next week, unless you see any issues. Please let me know.

Thank you,

David M. Cordingly
Capital Improvement Project (CIP) Manager

Architectural Engineering Department
City of Mobile
205 Government Street
Mobile, Alabama 36602
Office: 251-208-7637 | Cell: 251-802-2436

<image001.png>

<Am-Tech Bid Package.pdf>

Alabama Secretary of State

American Marine Technical Solutions, LLC	
Entity ID Number	000 - 867 - 746
Entity Type	Foreign Limited Liability Company
Principal Address	660 Dunlap Drive Mobile, AL 36602
Principal Mailing Address	660 Dunlap Drive Mobile, AL 36602
Status	Exists
Place of Formation	Delaware
Formation Date	01/05/2021
Qualify Date	06/15/2021
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	
Doing Business in AL Since	06/16/2021
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	2022 2023
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	06/15/2021 Certificate of Formation 2 pgs.

Browse Results New Search

Company ID Number: 1842804

Approved by:

Employer AMERICAN MARINE TECHNICAL SOLUTIONS	
Name (Please Type or Print) AMY FRESH	Title
Signature Electronically Signed	Date 06/07/2022
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature Electronically Signed	Date

Company ID Number: 1842804

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	AMERICAN MARINE TECHNICAL SOLUTIONS
Company Facility Address	660 DUNLAP DR MOBILE, AL 36602
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	863108868
North American Industry Classification Systems Code	237
Parent Company	ALABAMA SHIPYARD LLC
Number of Employees	1 to 4
Number of Sites Verified for	1

Company ID Number: 1842804

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

Name	AMY M FRESH
Phone Number	(251) 216 - 7788
Fax Number	
Email Address	afresh@alabamashipyard.com

Name	AMY M FRESH
Phone Number	(251) 216 - 7788
Fax Number	
Email Address	afresh@alabamashipyard.com

CERTIFICATE OF MARINE / ENERGY INSURANCE 03/01/2024

DATE (MM/DD/YYYY) 10/31/2023

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:	
LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
200194 American Marine Technical Solutions, LLC 660 Dunlap Dr. Mobile AL 36601	INSURER A : --- SEE ATTACHMENT ---	
	INSURER B : Manufacturers Alliance Insurance Company	36897
	INSURER C : American Longshore Mutual Association	
	INSURER D : XL Specialty Insurance Company	37885
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 202197 **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	
	HULL AND MACHINERY			NOT APPLICABLE			☐ PER SCHEDULE ON FILE	
							☐ INSURED VALUE	$ XXXXXXX
	☐ COLLISION LIABILITY						COLLISION (Ea occurrence)	$ XXXXXXX
	☐ TOWERS LIABILITY						TOWERS (Ea occurrence)	$ XXXXXXX
	☐							$ XXXXXXX
	PROTECTION AND INDEMNITY			NOT APPLICABLE			☐ PER CLUB RULES	
	☐ CREW LIABILITY ☐ JONES ACT						☐ EA OCCURRENCE PER VESSEL, CSL	$ XXXXXXX
	☐ COLLISION LIABILITY						COLLISION (Ea occ), CSL	$ XXXXXXX
	☐ TOWERS LIABILITY						TOWERS (Ea occ), CSL	$ XXXXXXX
	☐ REMOVAL OF WRECK						REMOVAL OF WRECK (Ea occurrence)	$ XXXXXXX
	☐ IN REM							$ XXXXXXX
	☐							$ XXXXXXX
	☐							$ XXXXXXX
	POLLUTION LIABILITY			NOT APPLICABLE			EA OCCURRENCE	$ XXXXXXX
	☐ OPA 90							$ XXXXXXX
	☐ CERCLA							$ XXXXXXX
	☐ NON-OPA / NON-CERCLA							$ XXXXXXX
	☐							$ XXXXXXX
	MARITIME EMPLOYERS LIABILITY			NOT APPLICABLE			ANY ONE PERSON	$ XXXXXXX
	☐ ALTERNATE EMPLOYER						ANY ONE ACCIDENT	$ XXXXXXX
	INCLUDES ☐ CREW ☐ EMPS							$ XXXXXXX
	☐ JONES ACT	N / A						$ XXXXXXX
	☐ DEATH ON THE HIGH SEAS							$ XXXXXXX
	☐ IN REM ENDORSEMENT							$ XXXXXXX
	☐							$ XXXXXXX
D	Builders Risk	Y	Y	UM00167102MA23A	10/26/2023	10/26/2024	$326,595	$ See Below
								$ XXXXXXX
								$ XXXXXXX

CERTIFICATE HOLDER

202197
City of Mobile
205 Government Street
PO Box 1827
Mobile AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE NUMBER: 202197

COVERAGES

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY [ ] MARINE GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] SRLL [ ] GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	LME146806	03/01/2023	03/01/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS-COMP / OP AGG	$ 2,000,000
								$ XXXXXXX
								$ XXXXXXX
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [X] SCHEDULED AUTOS [ ] OWNED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [X] HIRED AUTOS ONLY	Y	Y	648978746 00	03/10/2023	03/10/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below [X] ALTERNATE EMPLOYER [ ] USL&H ENDORSEMENT [ ] MARITIME EMPLOYERS LIABILITY [ ] OCSL ACT	N/A	Y	1114594Y	07/22/2023	07/22/2024	[X] PER STATUTE [ ] OTH-ER	
							E.L. (Each accident)	$ 1,000,000
							E.L. DISEASE (Ea employee)	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
								$ XXXXXXX
								$ XXXXXXX
								$ XXXXXXX
								$ XXXXXXX
C	U.S. LONGSHORE & HARBOR WORKERS COMPENSATION ACT [X] ALTERNATE EMPLOYER [ ] MARITIME EMPLOYERS LIABILITY [ ] OCSL ACT	N/A	Y	ALMA02312-04	07/22/2023	07/22/2026	[X] PER STATUTE [ ] OTH-ER	
							E.L. (Each accident)	$ 1,000,000
							E.L. DISEASE (Ea employee)	$ 1,000,000
							E.L. DISEASE - ANN AGG	$ 1,000,000
								$ XXXXXXX
	AIRCRAFT LIABILITY [ ] OWNED AIRCRAFT [ ] NON-OWNED AIRCRAFT [ ] PASSENGER LIABILITY			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							AGGREGATE	$ XXXXXXX
								$ XXXXXXX
								$ XXXXXXX
								$ XXXXXXX
A	UMBRELLA / EXCESS LIAB / BUMBERSHOOT [ ] UMBRELLA [X] BUMBERSHOOT [ ] EXCESS [ ] CLAIMS MADE [ ] OCCUR [ ] DED [ ] RETENTION $	Y	Y	LME146808	03/01/2023	03/01/2024	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$ XXXXXXX
								$ XXXXXXX
								$ XXXXXXX
	ENERGY CONTROL OF WELL / OPERATORS EXTRA EXPENSE [ ] CARE, CUSTODY AND CONTROL (CCC) OFFSHORE OIL AND GAS PROPERTY [ ] PLATFORMS [ ] PIPELINES [ ] [ ] ONSHORE OIL AND GAS PROPERTY [ ] OIL & GAS PROPERTY [ ] CONTRACTORS EQUIPMENT [ ] NAMED WINDSTORM [ ] CCC [ ] OFF-SHORE [ ] ON-SHORE			NOT APPLICABLE			CSL, ANY ONE OCCURRENCE (100% interest)	$ XXXXXXX
							ANY ONE OCCURRENCE (100% interest)	$ XXXXXXX
							XXXXXXX	
							VALUES AS SCHEDULED	$ XXXXXXX
							VALUES AS SCHEDULED	$ XXXXXXX
								$ XXXXXXX
								$ XXXXXXX
							VALUES AS SCHEDULED	$ XXXXXXX
							VALUES AS SCHEDULED	$ XXXXXXX
								$ XXXXXXX
							AGGREGATE	$ XXXXXXX

VESSEL(S): [ ] AS PER ATTACHED SCHEDULE [ ] AS DETAILED IN THE DESCRIPTION OF OPERATIONS

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

Per Project Aggregate of $2,000,000 applies.
Builders' Risk- Policy #UM00167102MA23A-Limit- $326,595- AOP Deductible $2,500 and 3% Wind/Hail. RE: MFRD Boat Lift & Dock Improvements, U.S. Coast Guard Sector Mobile, 1500 15th Street, Mobile, AL 36615; FD-040-23. The Marine General Liability policy includes Watercraft Exclusion Deletion and Sudden and Accidental Pollution.

Marine General Liability and Ship Repairers Legal Liability Policy Insurers:

XL Specialty Insurance Company	50.0000
Mitsui Sumitomo Insurance Co. of America	15.0000
Samsung Fire & Marine Insurance Co, Ltd. (US Branch)	15.0000
Ascot Insurance Company	10.0000
National Union Fire Ins. Company of Pittsburgh, PA, Pittsburgh, PA	10.0000
Total	**100.0000**

Bumbershoot Insurers:

Canopius Insurance Services on behalf of Samsung Fire & Marine Insurance Co., Ltd. (US Branch)	25.0000
Ascot Insurance Company	25.0000
Liberty Insurance Underwriters, Inc.	25.0000
Ascot Insurance Company	25.0000
Navigators Insurance Company	25.0000
Total	**100.0000**

All policies (except Workers' Compensation/EL) include a blanket automatic additional insured [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy.

All policies include a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.

All policies (except Workers' Compensation/EL) contain a special endorsement with "primary and noncontributory" wording.

All policies include a blanket notice of cancellation to certificate holders endorsement, providing for 30 days' advance notice if the policy is cancelled by the company other than for nonpayment of premium, 10 days' notice if the policy is cancelled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

AGENDA ITEM SUMMARY SHEET

Agenda of:11/21/2023

Submitted by:

Nick Amberger, Director of Engineering and Carleen Stout-Clark, Deputy Director, Real Estate Asset Management

Sponsored by:

Mayor William S. Stimpson and Councilmember Gina Gregory

Purpose and Scope of Project:

Grant an Easement for transitioning overhead power lines to underground service for new restroom facilities and the existing pavilion, located at Langan Park, City of Mobile property, 4901 Zeigler Blvd., south of Zeigler Blvd. and east of Max McGill Drive, as shown in yellow on the attached drawing.

Amount of Contract:

N/A

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

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	11/8/2023
Easement	Exhibit	11/8/2023

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate	Stout, Carleen	Approved	11/8/2023 - 9:48 AM
Legal	Kern, Chris	Approved	11/8/2023 - 12:57 PM
Mayors			11/9/2023 - 2:32

Office	Montgomery, Brandi	Approved	PM
Legal	Kern, Chris	Approved	11/8/2023 - 12:58 PM

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the 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, an easement to ALABAMA POWER COMPANY as set out in W.E. # A6554-06-B923, a copy of which is attached hereto and made a part hereof as though fully set forth herein, for and in consideration of the sum of ONE AND NO/100 ($1.00) DOLLARS, as needed for transitioning overhead power lines to underground service for new restroom facilities and the existing pavilion, located at Langan Park, City of Mobile property, 4901 Zeigler Blvd., south of Zeigler Blvd. and east of Max McGill Drive, as shown in yellow on the attached drawing.

Adopted:

_____

City Clerk

APC NO. _____

EASEMENT - DISTRIBUTION FACILITIES

STATE OF ALABAMA

COUNTY OF MOBILE

W.E. # A6554-06-B923

Parcel No. 28 02 10 4 000 115.000

THIS AGREEMENT, made and entered into on this the ____ day of _____, 2023, by and between the City of Mobile, Mobile, Alabama, a municipal corporation, hereinafter known as Grantor and Alabama Power Company, a corporation, hereinafter known as Grantee:

W I T N E S S E T H :

WHEREAS, the City, being the owner of the land or easements and rights of way with respect thereto more particularly described as follows:

All that property in the Southeast Quarter (SE ¼) of Section 10 Township 4 South, Range 2 West, being South of Zeigler Boulevard and East of Max McGill Drive. The Property is further identified as Tax Parcel Number 28 02 10 4 000 115.000 in the property tax records in the office of the Revenue Commissioner of Mobile County, Alabama. The location of the right of way conveyed herein is generally shown on the Company's drawing attached hereto and made a part hereof but shall be more precisely determined by the actual location(s) as installed. **New facilities as highlighted in yellow on the Engineer's drawing.**

WHEREAS, the City, to the extent of its interest, is willing to grant such easement along and across a portion of its property and easements upon the terms and conditions hereinafter set out;

NOW, THEREFORE,

In consideration of the sum of One and No/100 ($1.00) Dollar, in hand paid to the City by the Power Company, the receipt whereof is hereby acknowledged and other good and valuable considerations, the City, to the extent of its interest, does hereby grant to the Power Company, subject to the terms, conditions and reservations hereinafter set forth, an easement for, **Overhead and/or Underground.** The right from time to time to construct, install, operate and maintain, upon, over, under and across the Property described below, all poles, towers, wires, conduits, fiber optics, cables, communication lines, transclosures, transformers, anchors, guy wires, and other facilities useful or necessary in connection therewith (collectively, "Facilities"), for the overhead and/or underground transmission and distribution of electric power and communications, along a route selected by the Company, as determined by the location(s) in which the Company's facilities are to be installed. The width of the Company's right of way will depend on whether the Facilities are underground or overhead: for underground, the right of way will extend five (5) feet on all sides of said Facilities as and where installed; for overhead Facilities, the right of way will extend fifteen (15) feet on all sides of said Facilities as and where installed.

Location of the easements herein granted shall be as shown marked in yellow on **Alabama Power Company Drawing No. # A655406B923** marked as Exhibit "A" attached hereto and made a part hereof.

Together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof, including the right of ingress and egress to and from said facilities and the right to excavate for installation, replacement, repair and removal thereof, and also the right to cut and keep clear all trees, underbrush, shrubbery, roots and other growth, and to keep clear any and all obstructions or obstacles of whatever character on, under or above said facilities.

Subject to the following conditions, the Power Company shall construct, operate and maintain said electric power transmission lines and communication service at the location hereinabove designated in accordance with the following:

A. Grantee shall defend, indemnify and hold Grantor harmless from any loss, damage or judgments incurred as a result of injury or damage to persons or property to the extent caused by Grantee's negligence in performing the above described work on the premises.

B. The said facilities shall be constructed, operated and maintained in accordance with the adopted procedure of well-regulated business and undertakings of same or similar kind, and in such manner as not to cause the facilities of the Power Company or the City's property to be in conflict with the specifications

of the National Electrical Safety Code, or any other specifications prescribed by laws of the United States or of the State of Alabama, or any regulatory body having jurisdiction with respect to such facilities or property. At any time, such specifications are not being met because of the construction, operation and maintenance or presence of said electric power facilities and communication service, then the Power Company shall within 30 days after notice that such specifications are not being met, construct, operate, and maintain said facilities in accordance with such specifications or pay to the City the cost of rebuilding such electrical facilities and improving the City's property so that such specifications are being met.

C. The Power Company shall construct, operate and maintain said electric power facilities and communication facilities in order to prevent any erosion or washing away of the lands of the City upon which said electric power facilities and communication facilities are constructed. If at any time such facilities are the underlying cause of any erosion or washing, then Power Company will immediately take necessary steps to prevent same.

D. The Power Company and the City shall use extreme caution in operating machinery and equipment across said lands in order to assure adequate clearance between the machinery and the high voltage conductors.

E. Upon completion of the construction of said electric facilities and communication facilities, the Power Company shall remove and cause to be removed all equipment used in the construction and all debris and refuse resulting from the construction of said facilities and communication service and shall leave the premises in a condition satisfactory to the City.

F. The City specifically reserves unto itself the right of ingress and egress to and from its land and facilities at all times and should any of the Power Company's facilities so constructed, hinder, or interfere with the City's ingress and egress for the proper use of its land, easements and rights of way or for the operation and maintenance of its facilities, then the Power Company shall make the necessary provisions to eliminate same.

G. The Power Company shall promptly notify the City of any unusual or hazardous condition relating to the construction, maintenance or existence of the easement herein granted the Power Company.

H. It is understood and agreed that if service is no longer required across land covered in this instrument and the Power Company has removed its facilities, all rights granted herein shall revert to the City.

I. Grantee agrees that in the event it shall cause material disturbance to the property, Grantee will restore the affected area to a like condition immediately prior to such disturbance.

J. Grantee shall repair any damage to Grantor's drainage system to the extent such damage is caused by Grantee's use of said Easement.

K. Grantee, during the construction or maintenance of its facilities, shall not materially interfere with maintenance operations of Grantor.

L. Grantee, acting pursuant to this Easement, shall comply with all laws, rules and regulations, Federal, State or local, applicable to Grantee's use of said Easement.

M. Any notice to be given by the Power Company shall be deemed as given when posted in the United States Mail and addressed to the City of Mobile, City Hall, P. O. Box 1827, Mobile, Alabama 36633-1827. Any notice to be given by the City of Mobile shall be deemed as given when posted in the United States Mail and addressed to

Alabama Power Company, P. O. Box 2247, Mobile, Alabama 36652-2247.

TO HAVE AND TO HOLD the same to the said Power Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the said City of Mobile, a Municipal Corporation, has caused this instrument to be executed in its name by **WILLIAM S. SIMPSON**, as its Mayor and attested by _____ _____, as its City Clerk, and its corporate seal to be hereto affixed and the Alabama Power Company, a corporation, has caused this instrument to be executed by Blake Jarrett, as its Team Leader, on this the _____ day of _____, 2023.

W.E. # A655406B923

Attest:

CITY OF MOBILE,
A MUNICIPAL CORPORATION

_____
It's City Clerk

By: _____
Its: Mayor

ALABAMA POWER COMPANY

_____

By: _____
Its: Team Leader

STATE OF ALABAMA
COUNTY OF MOBILE

I, Erica Maize, a Notary Public, in and for said County in said State, hereby certify that BLAKE JARRETT, whose name as Team Leader of Alabama Power Company, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 2nd day of November, 2023.

ERICA C MAIZE
Notary Public
Alabama State at Large

Notary Public, State at Large
My Commission Expires:

My Commission Expires
August 11, 2025

SKETCH OF PROPOSED WORK - SIMPLIFIED W.E.

Map Center UTM: 1275400 11147618 | Map Center LatLon: 30.707847 -88.161847 | 1 inch = 67 feet

Customer	Location	Cmted. Svc Date	County	Section	Township	Range	Add'l Info.	Estimate No.
City of Mobile	4901 ZEIGLER BLVD	10/31/2023	Mobile	10	04S	02W	Jake Magnin 251-581-0017	A655406B923
Division	**District**	**Town**	**UserID**	**Created:**	**Substation: Alpine D.S.**			**MISSALL#**
Mobile	Hillcrest	Mobile	jmagnin	10/10/2023	X- 36066	Y- Y3845		

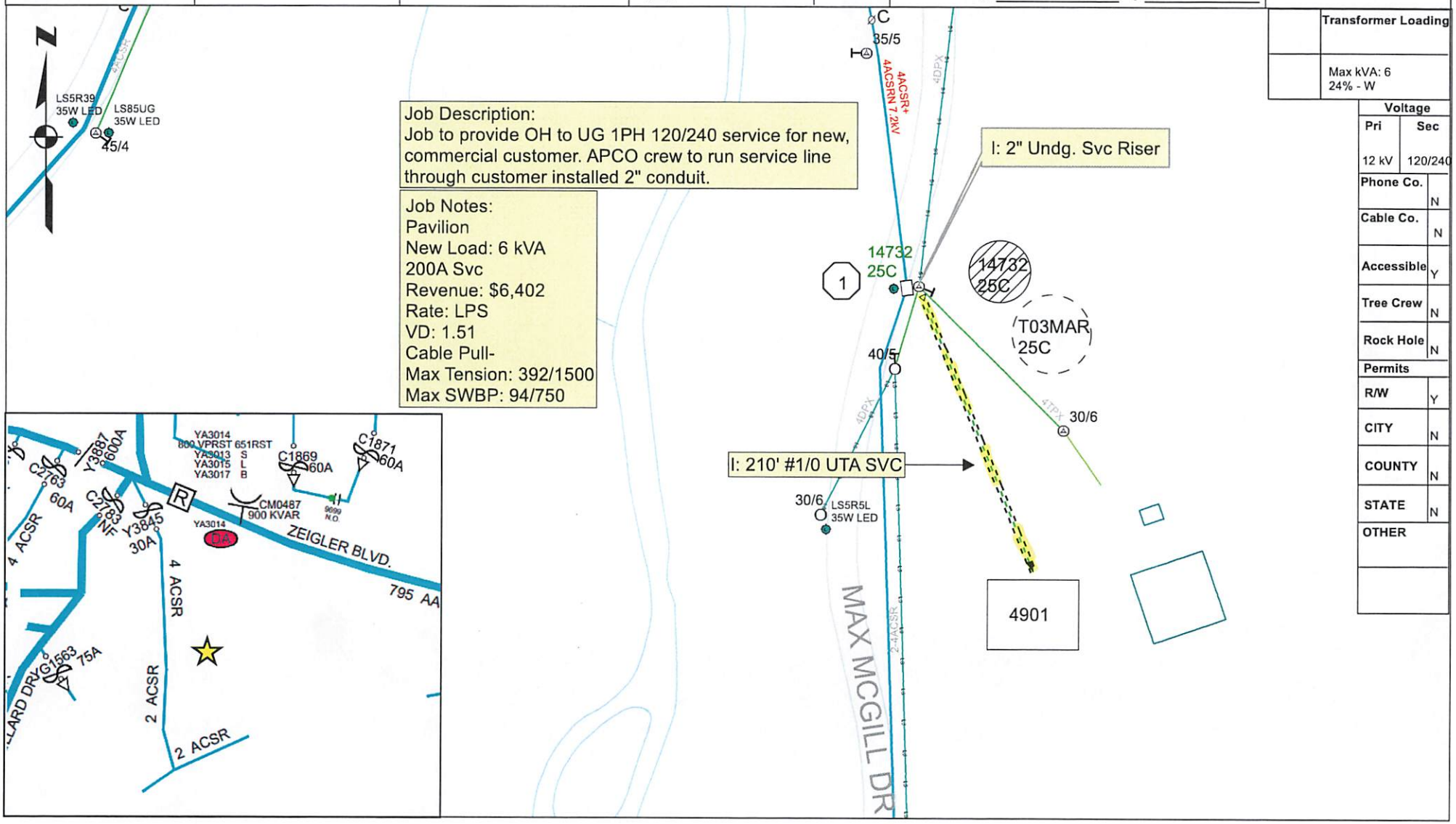
Job Description:
Job to provide OH to UG 1PH 120/240 service for new, commercial customer. APCO crew to run service line through customer installed 2" conduit.

Job Notes:
Pavilion
New Load: 6 kVA
200A Svc
Revenue: $6,402
Rate: LPS
VD: 1.51
Cable Pull-
Max Tension: 392/1500
Max SWBP: 94/750

Transformer Loading	
	Max kVA: 6 24% - W

Voltage	
Pri	Sec
12 kV	120/240

Phone Co.	N
Cable Co.	N
Accessible	Y
Tree Crew	N
Rock Hole	N
Permits	
R/W	Y
CITY	N
COUNTY	N
STATE	N
OTHER	



AGENDA ITEM SUMMARY SHEET

Agenda of:11/21/2023

Submitted by:

Nick Amberger, City Engineer

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize a grant application to the Mobile Metropolitan Planning Organization for grant assistance in the amount of $1,000,000.00 for the FY23 Transportation Alternative Program (TAP). There is a $250,000.00 local match requirement, if awarded, for a total project cost of $1,250,000.00.

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds $1,000,000.00 **Matching Funds** $250,000.00

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	11/6/2023

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Angle, Laura	Approved	11/9/2023 - 2:01 PM
Legal	Kern, Chris	Approved	11/9/2023 - 2:37 PM
Legal	Kern, Chris	Approved	11/9/2023 - 2:37 PM
Mayors Office	Montgomery, Brandi	Approved	11/9/2023 - 4:07 PM

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the Mobile Metropolitan Planning Organization, a Notice of Award for grant assistance in the amount of $1,000,000.00 for the FY23 Transportation Alternative Program (TAP). There is a $250,000.00 match requirement.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the Mobile Metropolitan Planning Organization. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

BE IT FURTHER RESOLVED that the Mobile City Council authorizes the expenditure of $250,000.00 if said grant is awarded for a total project cost of $1,250,000.00.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/21/2023

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 Kimberley Eager

Amount of Contract:

n/a

Effective Date of Contract:

11/21/2023

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 - Eager	Resolution Letter	11/7/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	11/7/2023 - 12:34 PM
			11/7/2023 - 3:35

Legal	Kern, Chris	Approved	PM
Mayors Office	Montgomery, Brandi	Approved	11/9/2023 - 2:34 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 Kimberley Eager, 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\00121009.doc

AGENDA ITEM SUMMARY SHEET

Agenda of:11/21/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Gregory

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	11/16/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/16/2023 - 1:12 PM

R E S O L U T I O N

Sponsored by: Councilmember Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that Carlos Chambers is appointed to the Mobile Library Board effective immediately for a term ending November 21, 2025.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/21/2023

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
packet	Cover Memo	11/16/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/16/2023 - 1:35 PM

R E S O L U T I O N

Sponsored by: Councilmember Cory Penn

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Retail Beer/Table Wine (Off Premises Only) License
Submitted by:	Ashapuri MAA 2, LLC
Location:	Fastway 1 4074 Moffett Road Mobile, AL 36618

Adopted:

_____

City Clerk

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
SCOTT JONES
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
November 16, 2023	NEW APPLICATION	2023 - 5611	127154	November 21, 2023

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL WINE (OFF PREMISES ONLY)

Legal Business Name

ASHAPURI MAA 2 LLC

Trade Name (DBA)

FASTWAY 1

Location Address

4074 MOFFETT ROAD MOBILE AL 36618

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
SCOTT JONES
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
November 16, 2023	NEW APPLICATION	2023 - 5611	127154	November 21, 2023

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL WINE (OFF PREMISES ONLY)

Legal Business Name

ASHAPURI MAA 2 LLC

Trade Name (DBA)

FASTWAY 1

Location Address

4074 MOFFETT ROAD MOBILE AL 36618

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

City of Mobile Alcoholic Beverage License Approval Request

TO: City of Mobile City Council
FROM: City of Mobile Revenue Department
RE: Alcoholic Beverage License Request

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
November 16, 2023	NEW APPLICATION	2023 - 5611	127154	November 21, 2023

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits.

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL WINE (OFF PREMISES ONLY)

Legal Business Name

ASHAPURI MAA 2 LLC

Trade Name (DBA)

FASTWAY 1

Location Address

4074 MOFFETT ROAD **MOBILE** **AL 36618**

Business Contact Person Information			
Name	Title	Phone	Email
ROMITBHAI K PATEL	OWNER		

Has any outstanding license and tax issues been addressed and corrected with this business? **YES**

What is/was the start date of this business? **11.07.2023**

The alcohol license will not be issued until two (2) letters of approval and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department

R Shawn Skinner

Revenue Department Representative

City of Mobile Alcoholic Beverage License Application

Application Date	Application Type	Application Number	License Number Assigned	City Council Agenda Date
November 16, 2023	NEW APPLICATION	2023 - 5611	127154	November 21, 2023

License Type applied for with Alabama ABC Board	2nd License Type applied for with Alabama ABC Board
050 - RETAIL BEER (OFF PREMISES ONLY)	070 - RETAIL WINE (OFF PREMISES ONLY)

Business Information

Legal Business Name	Trade Name (DBA)
ASHAPURI MAA 2 LLC	FASTWAY 1

Business Structure Type	Incorporation Date	Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	10.25.2023	001-105-217	AL	MOBILE

Federal Tax ID (FEIN)	AL State Tax ID
93-4084139	R011932862

Physical Address of Business (Street Address, Suite #)	City	State	Zip Code
4074 MOFFETT ROAD	MOBILE	AL	36618

Mailing Address for Business (PO Box, Street Name, Suite #)	City	State	Zip Code
4074 MOFFETT ROAD	MOBILE	AL	36618

Primary Business Activity at this location	If Location Transfer, Previous Street Address and Zip Code
CONVENIENCE STORE	N/A

Business Contact Person Information

Name	Title	Phone	Email
ROMITBHAI K PATEL	OWNER ☐ POA		

If TRANSFER of license, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
VO, MICHAEL VAN	MINI MART #2

License Type	License Number	Any ABC Pending Actions
050/070 - RETAIL BEER & WINE (OFF PREMISES)	000737949	NO PENDING ACTIONS

Land/Building Information

Do you own or rent/lease the property? **OWN - DEED ATTACHED**

Property Owner Name	Prop Owner Phone	Property Owner Email
ASHAPURI MAA 2 LLC		

Property Owner Address	City	State	Zip Code
		AL	

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure	License Covers
1,511	N/A	YES	NO	SINGLE	ENTIRE STRUCTURE

Do the premises have a fully equipped and operational kitchen? **NO**

Is the business used to habitually and principally provide food to the public? **NO**

Is the business equipped with services and facilities for on premises consumption? **NO**

Will the business be operated primarily as a package store? **NO**

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers — Copy of Driver's License Must Be Provided for each Person

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
PATEL, ROMITBHAI K	OWNER		
Home Street Address	**City**	**State**	**Zip Code**
	SARALAND	AL	36571
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**
	INDIA		

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC License(s) with any entity in your name?

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
YES	ASHAPURI MAA 2 LLC	ROADWAY #3	521 SARALAND BLVD SOUTH SARALAND 36571

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
Home Street Address	**City**	**State**	**Zip Code**
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, Violation	Arresting Agency	Arrest Date	Disposition

Do you have any existing State of Alabama ABC License(s) with any entity in your name?

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)

Power of Attorney (POA) Information — Copy of Driver's License Must Be Provided

Full Name (Last, First, Middle)	Title	Date of Birth	Drivers License (State, Number)	
N/A				
Home Street Address	**City**	**State**	**Zip Code**	**Phone Number**

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? **NO**

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? **NO**

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? **YES**

KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY

201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115
334.676.6000 | WWW.ALEA.GOV

HAL TAYLOR
SECRETARY

November 9th, 2023

Dear Mr. Patel,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-353-4340 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

xxxxxxxxxxxx STATE ABI SEARCH RESULT AND RAP SHEET xxxxxxxxxxxx
TCN:
NAME:PATEL,ROMITBHAI K
SOC:
ABI RESULT:NON-IDENT
SID:

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

RP The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

RP The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the licensed premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling or not, at any time.

RP The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

RP The undersigned understands that the City reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed without prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

RP Applicant for the Alcoholic Beverage license, requested by the foregoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated herein, the applicant is the only person interested in the business for which license is requested.

RP In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Owner/Applicant Printed Name	Date
Ramitbhai Patel	11/16/23
Owner/Applicant Signature	**Title**
RKPatel	Owner

Sworn to and subscribed before me this 16th day of NOVEMBER 20 23

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
R SHAWN SKINNER	R Shawn Skinner	November 19, 2025

Notary Stamp

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

Signature Page

CITY OF MOBILE

REVENUE DEPARTMENT

November 16, 2023

FASTWAY 1

4074 MOFFETT ROAD

MOBILE, AL 36618 USA

ACCOUNT NUMBER: TERRITORY 1

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
1677137	12/2023	ALCOHOL APPLICATION FEE APPLICATION FEE	$50.00	$0.00	$0.00	$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

$50.00*

***Additional penalties may apply when payment is rendered**

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

11/16/2023 11:49AM SHAWN S.
037013-0025

BUSINESS LICENSE
ASHAPURI MAA 2 LLC
127154
2023 Item: 1677137
ALCOHOL APPLICATION FEE $50.00

$50.00

Subtotal	**$50.00**
Total	**$50.00**
CASH	$50.00
Change due	**$0.00**

Paid by: ASHAPURI MAA 2 LLC

Comments: ABC APPLICATION FEE

Thank you for your payment

CUSTOMER COPY

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY
REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork

Ownership Type	Company Name

The above described property is ☒ Owned ☐ Leased to/by Romitbhai Patel

Who has applied for an *ALABAMA ALCOHOLIC BEVERAGE LICENSE* at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this _____ day of _____ 20____

Notary Printed Name	Notary Signature	My (Notary) Commission Expires

Notary Stamp

Owner of Property (Print Name)	Applicant Name (Print Name)
Romitbhai Patel	Romitbhai Patel
Owner of Property (Signature)	Applicant Name (Signature)
R12Patel	
Street Address	Street Address
mobile	
City, State, Zip	City, State, Zip
Date Agreement Signed	Date Agreement Signed

STATE OF ALABAMA
COUNTY OF MOBILE

VENDOR'S LIEN DEED

KNOW ALL MEN BY THESE PRESENTS that **MICHAEL VO and LAN LU, a married couple** (the "Grantors), for and in consideration of **THREE HUNDRED SEVENTY FIVE THOUSAND AND 00/100 DOLLARS ($375,000.00)**, of which **SEVENTY FIVE THOUSAND AND 00/100 DOLLARS ($75,000.00)** is hereby acknowledged to have been paid to the said Grantors by **ROMITBHAI K. PATEL** (the "Grantee"), does hereby GRANT, BARGAIN, SELL AND CONVEY unto the said Grantee, his heirs and assigns, subject to the provisions hereinafter contained, all that real property in the County of Mobile, State of Alabama, described as follows:

Lot 2, Revised Plat, Bassett Subdivision, according to plat thereof recorded in Map Book 76 page 55 of the records in the office of the Judge of Probate, Mobile County, Alabama.

Property Address: 4074 Moffett Road, Mobile, AL 36618

TOGETHER WITH all and singular the rights, privileges, hereditaments and appurtenances thereunto belonging, or in anywise appertaining.

EXCEPTING THEREFROM such oil, gas and other minerals, in, on and under said real property, together with all rights in connection therewith, as have previously been reserved by or conveyed to others; it being the intention of the Grantors to convey to Grantee only the interest Grantors own therein, if any;

TO HAVE AND TO HOLD the same unto the said Grantee, his heirs and assigns, forever.

THIS CONVEYANCE IS MADE SUBJECT TO:

1. Right of way granted to Alabama Power Company by instrument recorded in Real Property Book 150 page 229.
2. Right of way granted to Mobile County as recorded in Real Property Book 869 page 326.
3. Condemnation for widening of Moffatt Road as contained in lis pendens recorded June 7, 1977 and recorded in Real Property Book 1752 page 991.
4. Terms and conditions of the lease agreement by and between Robert H. Bassett as Executor, etal and Kenneth Stanley dated June 15, 1985 and recorded in Real Property Book 2796 page 686.
5. Areas dedicated for widening as shown on Map Book 11 page 74.
6. Notes on record plat.
7. Any portion of subject property lying within the right of way of any public road or utility.

And, except as to the above and the taxes hereafter falling due, the said Grantors, for themselves and their personal representatives, heirs and assigns, hereby covenant with the said Grantee, and his heirs and assigns, that Grantors are seized of an indefeasible estate in fee simple in and to said property; that Grantors have a good and lawful right to sell and convey the same in fee simple; that said property is free and clear of all liens and encumbrances; that Grantors are in the quiet and peaceable possession of said property; and that they do hereby WARRANT AND WILL FOREVER DEFEND the title to said property, and the possession thereof, unto the said Grantee, his heirs and assigns, against the lawful claims of all persons, whomsoever.

The unpaid balance of said purchase money, to-wit: the sum of **THREE HUNDRED THOUSAND AND 00/100 DOLLARS ($300,000.00),** to secure the payment of which a lien upon the property above described is hereby reserved, is represented by promissory note of even date herewith in said principal sum, plus the interest thereon, at the rate of **SIX and ONE-HALF (6.5%) PERCENT PER ANNUM,** made by the Grantee payable to the Grantors, or order, according to the tenor and effect of said promissory note.

By accepting this conveyance, the Grantee hereby agrees, for himself, and for his heirs and assigns, so long as any part of said purchase money, or the interest thereon, remains unpaid, as follows:

1. To pay any and all indebtedness secured hereby, together with the interest thereon, promptly as same becomes due and payable.

2. To keep any buildings or other improvements now or which may hereafter be erected upon said property in good repair and insured against fire, lightning, windstorm, water, flood damage, where applicable, and other hazards covered by the form of insurance contract generally known as "extended coverage", and also the form of coverage known as "all physical loss" by policies issued by good and solvent insurance companies approved by the Grantors which policies shall be deposited with the Grantors and shall provide that loss, if any, shall be payable to the Grantors as the Grantors' interest may appear, such policies to be in such amounts, not exceeding the insurable value of the said buildings or other improvements, as may be required by the Grantors.

3. To neither commit, permit, consent to, nor otherwise allow the commission of waste to or upon any of said property including any buildings or other improvements now, or which may hereafter be erected upon the same, but at all times to keep the same in a clean and neat condition and in a good and sound state of repair.

4. To pay promptly, and before the same become delinquent, all taxes, assessments, liens or other charges which may hereafter become effective against said property, together with all penalties, costs and other expenses incurred, or which may accrue, in connection therewith. Evidence verifying payment of annual ad valorem taxes shall be furnished to Grantors by January 31st of each year.

5. That if the Grantors shall, upon the happening of any default hereunder, foreclose this loan or resort to litigation for the recovery of the indebtedness hereby secured, the Grantee will pay all reasonable costs, expenses and the attorney's fees incurred in connection therewith; and said costs, expenses and attorney's fees, and any other sums due the Grantors by virtue of any of the special liens herein declared, shall be included in any judgment or decree rendered in connection with said litigation.

said sale, together with a description of the property to be sold, by an advertisement published once a week for three consecutive weeks in a newspaper published in said county; and to make proper conveyance to the purchaser in the name of the Grantee. The proceeds of said sale shall be applied first to the payment of the costs of said sale, including a reasonable attorney's fee; second to the payment of the amount of the principal indebtedness due under the terms of said promissory note, together with the unpaid interest thereon to the date of sale, and any amount that may be due the Grantors by virtue of any of the special liens herein declared; and third, the balance, if any, to pay over to the said Grantee.

8. That at any sale under the powers herein the Grantors may bid for and purchase said property like a stranger hereto, and in the event the Grantors should become the purchaser at said sale, either the auctioneer conducting the sale or the Grantors may execute a deed to the Grantors in the name of the Grantee.

9. The provisions hereof shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, personal representatives, successors and assigns.

10. Throughout this document, unless otherwise provided herein, the use of the masculine gender shall also be deemed to include the feminine and the neuter; the singular the plural, and vice versa.

11. So long as the debt secured by the within vendor's lien remains unpaid, Grantee shall not sell the within described property without the prior written consent of the Grantors and any sale without such consent shall constitute a default hereunder.

12. Grantors reserve the right to assign the within Vendor's Lien and the Promissory Note, the payment of which it secures at any time.

IN WITNESS WHEREOF, Grantors and Grantee have executed this Vendor's Lien Deed effective as of the 7 day of Nov., 2023.

GRANTORS:

MICHAEL VO

LAN LU

INTENTIONALLY BLANK. EXECUTION CONTINUED ON FOLLOWING PAGES.

STATE OF ALABAMA
COUNTY OF Mobile

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

Given under my hand and official seal on this the 7 day of Nov., 2023.

[SEAL]

FRANCES K. McKINNELL
Notary Public
Alabama State At Large
My Commission Expires 5/27/2026

Notary Public
My Commission expires: _____

STATE OF ALABAMA
COUNTY OF Mobile

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

Given under my hand and official seal on this the 7 day of Nov., 2023.

[SEAL]

Notary Public
My Commission expires: _____

FRANCES K. McKINNELL
Notary Public
Alabama State At Large
My Commission Expires 5/27/2026

GRANTEE:

Romitbhai K Patel
ROMITBHAI K. PATEL

STATE OF ALABAMA
COUNTY OF Mobile

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

Given under my hand and official seal on this the 7 day of Nov., 2023.

Notary Public
My Commission expires: _____

[SEAL]

FRANCES K. McKINNELL
Notary Public
Alabama State At Large
My Commission Expires 5/27/2026

GRANTORS' MAILING ADDRESS:

GRANTEE'S MAILING ADDRESS:

This instrument was prepared by:
Amy Niesen, Attorney at Law | 600 North 20th Street | Birmingham, AL 35203

Note: The preparer of this instrument has served as a scrivener only and has not examined the title to the property for purposes of this transaction or rendered any opinion with respect thereto.

SLT 181538

NOTICE!

Notice is herby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL WINE (OFF PREMISES ONLY)

Legal Business Name

ASHAPURI MAA 2 LLC

Trade Name (DBA)

FASTWAY 1

Location Address

4074 MOFFETT ROAD **MOBILE AL 36618**

Application Number

2023 - 5611

Post Date

November 16, 2023

That public hearing on said application has been set before the City Council @ 1030am on Tuesday

November 21, 2023

Date

at the Government Plaza Auditorium (1st floor) located at 205 Government Street, Mobile Alabama. Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication addressed to the City of Mobile City Clerk Office

Applicant Signature

Revenue Dept Representative

R Shawn Skinner

In accordance to City of Mobile Code , the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

Information for address:
4074 MOFFETT RD

- **Parcel Information:**

Key / ID:
00436843 / R022801122001032.000
Owner:
Vo Michael & Lan Lu
4074 Moffett Rd

Mobile, Al 36618

Subdivision:

- **Jurisdiction:**
City of Mobile

- **Neighborhood Renewal District:**

- **Revenue District:**
1

- **Township/Range/Section:**
4s2w12

- **Tract Census 2010:**
003402

- **Zipcode:**
Mobile

- **Historic District:**
N/A

- **XY Location(NAD83 State Plane Al West 102 Ft):**
X: 1769066.373
Y: 261416.688

- **Zoning:**
Check zoning on Planning & Zoning

Services:

- **Fire District:**
Fire Station 18 Springhill

- **Garbage Pickup Day:**
Wednesday-West - Route A

- **Police Precinct / Beat:**
Precinct - 4 / Beat - 42

- **Trash Pickup Day/ Unit:**
Thursday North - biweekly / Td-9

- **Community Action Group:**
N/A

Political:

- **City Council District:**
1 - Cory Penn

- **County Commissioner District:** 1

- **State House District:** 99

- **State Senate District:** 33

School:

- **Elementary School District:**
Forest Hill

- **High School District:**
Blount

- **Middle School District:**
Scarborough

- **School Board District:** 3

Hurricane / Flooding Information:

Please note the information given is a risk assessment, not a fact that your home will or will not flood.

- **Hurricane Evacuation Zones :**
Zone 4

- **Flood Zone:**
Check flood zone on City Map

- **Storm Surge Category:** N/A

Disclaimer: This document is not a legal document. The information and map shown on this document was compiled from various sources and subject to constant revision. This document/map should not be used to determine the relationship of various facilities to property lines, streets, buildings, etc. This is an advisory tool and is intended to be used for general public inquiry only.

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure	Application Type	Transfer - License?	Description/Type
☐ Sole Proprietorship ☑ Limited Liability Company (LLC) ☐ Corporation	☐ New Business ☑ New Owner ☐ Location Change	☐ No ☑ Yes Relocation Date	☑ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☐ Other

License Type Applied for with AL ABC Board (*MUST* match with ABC Board) - check ALL that apply

☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor
☐ 040 - Retail Beer (On/Off Premises) ☑ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises)
☑ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine
☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub

Legal Business Name	Trade Name (DBA)
Ashapura MAA LLC 2	Fastway 1

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
4074 Moffett Rd	Mobile	AL	36618

Business Contact Person Information

Name	Title	Phone	Email
Romitbhai Patel	Owner		

URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
1511	8	6	✓	B-2	✓

Comments

Print Name	Signature	Date
CALDWELL C. WHISTLON	Caldwell C. Whistlon	11-16-2023

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the *Code of Alabama 1975*, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. **The information required in this form is required by Title 10A.**

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with *Code of Alabama*, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:

   Ashapuri Maa 2 LLC

2. **A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.**

3. The name of the registered agent (only one agent): Romitbhai K Patel

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

   4074 Moffett Rd Mobile, AL 36619

   *COUNTY of above address: MOBILE

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

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

(For SOS Office Use Only)

Alabama
Sec. Of State

001-105-217 DLL

Date	10/25/2023
Time	07:49:00
File	$100.00
County	$100.00
Total	$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

5. Check **only** if the type applies to the Limited Liability Company being formed:

   ○ Series LLC complying with Title 10A, Chapter 5A, Article 11

   ○ Professional LLC complying with Title 10A, Chapter 5A, Article 8

   ○ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12
   The undersigned specify 10 / 25 / 2023 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 7 : 49 ◉ AM or ○ PM. (cannot be noon or midnight – 12:00)

☒ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

10 / 25 / 2023
Date (MM/DD/YYYY)

Saty Putcha
Signature as required by 10A-5A-2.04)

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

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

Additional Details

Organizers

Organizer	Street Address	Mailing Address
Saty Putcha		

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF AMENDMENT

PURPOSE: In order to amend a Limited Liability Company's (LLC) Certificate of Formation under Section 10A-5A-2.02 of the *Code of Alabama 1975*, this Certificate of Amendment and the appropriate filing fees must be filed with the Office of the Secretary of State.

1. The current recorded name of the Limited Liability Company:

Ashapuri Maa 2 LLC

2. The date the Certificate of Formation was filed: 10 / 25 / 2023 (MM/DD/YYYY)

3. Alabama Entity ID Number (Format: 000-000-000): 001 - 105 - 217 **TO OBTAIN ID NUMBER,** website at www.sos.alabama.gov click on Business Services (below picture), click on Business Entity and Name Search, click on Entity Name, enter the name of the entity in the appropriate box, and enter. Click on the number and verify that this is the correct entity. **This step is strongly recommended.**

(For SOS Use Only)

Alabama
Sec. Of State

001-105-217 DLL

Date	11/07/2023
Time	19:38:27
File	$100.00
County	
Total	$100.00

DOMESTIC LIMITED LIABILITY COMPANY AMENDMENT

4. The following amendment was adopted on 11 / 07 / 2023 (MM/DD/YYYY):

See attached.

☐ Additional Amendments and the dates on which they were adopted are attached.

*Be very specific about what must be changed if you are amending existing information.
*If the amendment includes a name change, a copy of the **Name Reservation Certificate** issued by the Office of Secretary of State **must be attached.**
*Registered agents and registered agent addresses are changed by filing a Change Of Registered Agent Or Registered Office By Entity form directly with the Office of the Secretary of State (the new agent's signature is required agreeing to accept responsibility). **Agent information will NOT be changed with an amendment.**

5. The undersigned authorized signature certifies that the amendment or amendments have been approved in the manner required by Title 10A of the *Code of Alabama of* 1975 and the governing documents of this entity.

11 / 07 / 2023
Date (MM/DD/YYYY)

Saty Putcha
Signature as required by 10A-5A-2.04

Organizer
Title/capacity to sign under 10A-5A-2.04

Amendment Details

Entity Info

Current Entity Name
Ashapuri Maa 2 LLC

Entity ID
001-105-217

Type
Limited Liability Company (LLC)

Formation Date
2023-10-25

Principal Address

Original	Amended
Physical Address ,	**Physical Address** 4074 Moffett Rd Mobile, AL 36618
Mailing Address ,	**Mailing Address** 4074 Moffett Rd Mobile, AL 36618

Members and Addresses

Original

Member	Street Address	Mailing Address

Amended

Member	Street Address	Mailing Address	
Romit Patel			(Added)

Membership of Ashapuri Maa 2 LLC

1. Romitbhai Patel, 4074 Moffett Rd, Mobile, AL 36618 100%

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

Date of this notice: 10-25-2023

Employer Identification Number:
93-4084139

Form: SS-4

Number of this notice: CP 575 A

ASHAPURI MAA 2 LLC
ROMITBHAI K PATEL MBR
4074 MOFFETT RD
MOBILE, AL 36618

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 93-4084139. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941	01/31/2024
Form 940	01/31/2024
Form 1065	03/15/2024

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:
If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

(IRS USE ONLY) 575A | 10-25-2023 ASHA B 9999999999 SS-4

Keep this part for your records. CP 575 A (Rev. 7-2007)

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

CP 575 A

9999999999

Your Telephone Number ( ) -

Best Time to Call

DATE OF THIS NOTICE: 10-25-2023
EMPLOYER IDENTIFICATION NUMBER: 93-4084139
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

ASHAPURI MAA 2 LLC
ROMITBHAI K PATEL MBR
4074 MOFFETT RD
MOBILE, AL 36618

2024

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

ASHAPURI MAA 2 LLC
4074 MOFFETT RD
MOBILE, AL 36619

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS		11/10/2023	12/31/2024

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE. THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

NAICS CODE: 457110

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Janet W. Weatherford

Deputy Commissioner

ALABAMA DEPARTMENT OF REVENUE
COMMISSIONER'S OFFICE
P.O. BOX 327001
MONTGOMERY, AL 36132-7001

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20231115093318005

NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
MICHAEL VAN VO
Address: 4074 MOFFETT RD
MOBILE, AL 36618
Telephone:

NEW APPLICANT:
ASHAPURI MAA 2 LLC
Address: 4074 MOFFETT RD
MOBILE, AL 36618
Telephone:

Current License No: 050-000737949
070-000737949

LICENSED PREMISES ADDRESS: 4074 MOFFETT RD MOBILE, AL 36618

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 15 day of November, 2023.

CURRENT LICENSEE (NAMED ON LICENSE)

Print Name: Michael Van Vo
Title: Owner

NEW LICENSEE (APPLICANT)

Print Name: Romitbhai Kvatel
Title: Owner - Member

WITNESS: (By ABC Enforcement) Sandy Durham

Revised 9/08

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20231115093318005

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) **State:** **County:**

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) **State:** **County:**

Trade Name: FASTWAY 1 **Filing Fee:**

Applicant: ASHAPURI MAA 2 LLC **Transfer Fee:** $100.00

Location Address: 4074 MOFFETT RD MOBILE, AL 36618

Mailing Address: 4074 MOFFETT RD MOBILE, AL 36618

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:** 0

Product Type: 03 **Type Ownership:** LLC

Book, Page, or Document info: 001-105-217

Do you sell Draft Beer?:

Date Incorporated: 10/25/2023 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 10/25/2023

Federal Tax ID: 93-4084139 **Alabama State Sales Tax ID:** R011932862

Name:	Title:	Date and Place of Birth:	Residence Address:
ROMITBHAI K PATEL	MEMBER	12/22/1989 INDIA	

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: ROMITBHAI PATEL
Business Phone: 630-246-0412
Fax:

Home Phone:
Cell Phone: (
E-mail: |

PREVIOUS LICENSE INFORMATION:
Trade Name: MINI MART
Applicant: MICHAEL VAN VO

Previous License Number(s)
License 1: 050-000737949
License 2: 070-000737949

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20231115093318005

If applicant is leasing the property, is a copy of the lease agreement attached?
Name of Property owner/lessor and phone number: ASHAPURI MAA 2 LLC
What is lessors primary business? CONVENIENCE STORE
Is lessor involved in any way with the alcoholic beverage business? YES
Is there any further interest, or connection with, the licensee's business by the lessor? YES

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 1511 Display Square Footage:
Building seating capacity: 0 Does Licensed premises include a patio area? NO
License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20231115093318005

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members?
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?
More than 30 days?

Franchisee or Concessionaire of above?
Other valid responsible organization:
Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations

Is the lessor involved in any way with the alcohol beverage business?:
CONVENIENCE STORE
Is ther any further interest in, or connection with, the licensee's business by the lessor?: THE APPLICANT AND LANDLORD ARE THE SAME

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20231115093318005

Initial each | **Signature page**

Initial each	
RP	In reference to law violations, I attest to the truthfulness of the responses given within the application.
RP	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
RP	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
XX	In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
XX	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
RP	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
RP	In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
RP	The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
RP	I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Rohitbhai Patel

Signature of Applicant: Rkpatel

Notary Name (print):

Notary Signature:

SANDY DURHAM
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires Sept. 17, 2025

Commission expires:

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

AGENDA ITEM SUMMARY SHEET

Agenda of:11/21/2023

Sponsored by:

Councilmember Daves

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	11/16/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/16/2023 - 1:36 PM

R E S O L U T I O N

Sponsored by: Councilmember Joel Daves

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Retail Beer/Table Wine (Off Premises Only) License
Submitted by:	TSA Investments, LLC
Location:	Chevron Montlimar 950 Montlimar Drive Mobile, AL 36609

Adopted:

_____

City Clerk

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
SCOTT JONES
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
November 16, 2023	NEW APPLICATION	2023 - 5607	126880	November 21, 2023

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL WINE (OFF PREMISES ONLY)

Legal Business Name

TSA INVESTMENTS LLC

Trade Name (DBA)

CHEVRON MONTLIMAR

Location Address

950 MONTLIMAR DRIVE **MOBILE** **AL 36609**

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
SCOTT JONES
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
November 16, 2023	NEW APPLICATION	2023 - 5607	126880	November 21, 2023

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL WINE (OFF PREMISES ONLY)

Legal Business Name

TSA INVESTMENTS LLC

Trade Name (DBA)

CHEVRON MONTLIMAR

Location Address

950 MONTLIMAR DRIVE **MOBILE** **AL 36609**

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

City of Mobile Alcoholic Beverage License Approval Request

TO: City of Mobile City Council
FROM: City of Mobile Revenue Department
RE: Alcoholic Beverage License Request

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
November 16, 2023	NEW APPLICATION	2023 - 5607	126880	November 21, 2023

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits.

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL WINE (OFF PREMISES ONLY)

Legal Business Name

TSA INVESTMENTS LLC

Trade Name (DBA)

CHEVRON MONTLIMAR

Location Address

950 MONTLIMAR DRIVE **MOBILE** **AL 36609**

Business Contact Person Information			
Name	Title	Phone	Email
MOHAMMAD AZMEER	OWNER		

Has any outstanding license and tax issues been addressed and corrected with this business? **N/A**

What is/was the start date of this business? **11.21.2023**

The alcohol license will not be issued until two (2) letters of approval and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department

R Shawn Skinner

Revenue Department Representative

City of Mobile Alcoholic Beverage License Application

Application Date	Application Type	Application Number	License Number Assigned	City Council Agenda Date
November 16, 2023	NEW APPLICATION	2023 - 5607	126880	November 21, 2023

License Type applied for with Alabama ABC Board	2nd License Type applied for with Alabama ABC Board
050 - RETAIL BEER (OFF PREMISES ONLY)	070 - RETAIL WINE (OFF PREMISES ONLY)

Business Information

Legal Business Name	Trade Name (DBA)
TSA INVESTMENTS LLC	CHEVRON MONTLIMAR

Business Structure Type	Incorporation Date	Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	07.06.2020	637-153	AL	MOBILE

Federal Tax ID (FEIN)	AL State Tax ID
85-1933356	R011211372

Physical Address of Business (Street Address, Suite #)	City	State	Zip Code
950 MONTLIMAR DRIVE	MOBILE	AL	36609

Mailing Address for Business (PO Box, Street Name, Suite #)	City	State	Zip Code
2735 BENNINGTON DRIVE	MOBILE	AL	36695

Primary Business Activity at this location	If Location Transfer, Previous Street Address and Zip Code
CONVENIENCE STORE	N/A

Business Contact Person Information

Name	Title	Phone	Email
MOHAMMAD AZMEER	OWNER ☐ POA		

If TRANSFER of license, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
N/A	

License Type	License Number	Any ABC Pending Actions

Land/Building Information

Do you own or rent/lease the property? **OWN - DEED ATTACHED**

Property Owner Name	Prop Owner Phone	Property Owner Email
TSA INVESTMENTS LLC		

Property Owner Address	City	State	Zip Code
		AL	

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure	License Covers
2,000	N/A	YES	NO	SINGLE	ENTIRE STRUCTURE

Do the premises have a fully equipped and operational kitchen? **NO**

Is the business used to habitually and principally provide food to the public? **NO**

Is the business equipped with services and facilities for on premises consumption? **NO**

Will the business be operated primarily as a package store? **NO**

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers — Copy of Driver's License Must Be Provided for each Person

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
AZMEER, MOHAMMAD	MEMBER		
Home Street Address	**City**	**State**	**Zip Code**
2735 BENNINGTON DRIVE		AL	
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC License(s) with any entity in your name?

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
YES	TANZIM LLC	AZALEA TEXACO FM (A116420)	379 AZALEA ROAD MOBILE 36609
	TAASEEN LLC	DIP CHEVRON FM (A117218)	2100 DAUPHIN ISLAND PKWY MOBILE 36605

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
AKTER, NAHID	MEMBER		
Home Street Address	**City**	**State**	**Zip Code**
		AL	
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC License(s) with any entity in your name?

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
YES	TANZIM LLC	AZALEA TEXACO FM (A116420)	379 AZALEA ROAD MOBILE 36609
	TAASEEN LLC	DIP CHEVRON FM (A117218)	2100 DAUPHIN ISLAND PKWY MOBILE 36605

Power of Attorney (POA) Information — Copy of Driver's License Must Be Provided

Full Name (Last, First, Middle)	Title	Date of Birth	Drivers License (State, Number)	
N/A				
Home Street Address	**City**	**State**	**Zip Code**	**Phone Number**

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? **NO**

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? **NO**

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? **YES**

ALABAMA LAW ENFORCEMENT AGENCY
201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115
334.676.6000 | WWW.ALEA.GOV

KAY IVEY
GOVERNOR

HAL TAYLOR
SECRETARY

October 12, 2023

Dear Mr. Azmeer,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-676-7700 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

xxxxxxxxxxxx STATE ABI SEARCH RESULT AND RAP SHEET xxxxxxxxxxxx
TCN:
NAME:AKTER,NAHID
SOC:
ABI RESULT:IDENT
SID:

CERTIFIED COPY OF ALEA DOCUMENT

10-12-2023 13:54 *
*ATN/TCN: *
*OPR/AFIS *
*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID *
*-CIVIL APPLICANT RESPONSE- REPORT DATE: 10-12-2023 *
*NAME STATE ID NO. FBI ID NO. *
*AKTER,NAHID *
*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE HAIR POB *
*F A 503 123 BRO BLK BL *
*SOCIAL SECURITY SCARS-MARKS-TATTOOS *
* *

*FILE NUMBER BIRTH DATE SOCIAL SECURITY OCCUPATION *
* * *
****
*LAST PAGE ON SID *

SEQ # 745 MRI #

ALABAMA LAW ENFORCEMENT AGENCY

201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115
334.676.6000 | WWW.ALEA.GOV

KAY IVEY
GOVERNOR

HAL TAYLOR
SECRETARY

October 12th, 2023

Dear Ms. Akter,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-353-4340 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

xxxxxxxxxxxx STATE ABI SEARCH RESULT AND RAP SHEET xxxxxxxxxxxx
TCN:
NAME:AZMEER,MOHAMMAD
SOC:
ABI RESULT:IDENT
SID:

CERTIFIED COPY
OF
ALEA DOCUMENT

10-12-2023 14:22 *
*ATN/ *
*OPR/AFIS *
*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID *
*-CIVIL APPLICANT RESPONSE- REPORT DATE: 10-12-2023 *
*NAME STATE ID NO. FBI ID NO. *
*AZMEER,MOHAMMAD *
*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE HAIR POB *
*M A 508 158 BRO BLK BL *
*SOCIAL SECURITY SCARS-MARKS-TATTOOS *
*

*FILE NUMBER BIRTH DATE SOCIAL SECURITY OCCUPATION *
* *
****
*LAST PAGE ON SID *

SEQ # 789 MRI #

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the licensed premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling or not, at any time.

The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

The undersigned understands that the City reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed without prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

Applicant for the Alcoholic Beverage license, requested by the foregoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated herein, the applicant is the only person interested in the business for which license is requested.

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Owner/Applicant Printed Name	Date
MOHAMMED AZMEER.	11.16.2023
Owner/Applicant Signature	**Title**
M. AKBER	OWNER

Sworn to and subscribed before me this 16th day of NOVEMBER 20 23

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
R SHAWN SKINNER	R Shawn Skinner	November 19, 2025

Notary Stamp

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

CITY OF MOBILE

REVENUE DEPARTMENT

November 16, 2023

CHEVRON MONTILMAR

950 MONTLIMAR DRIVE

MOBILE, AL 36609 USA

ACCOUNT NUMBER: 126880 TERRITORY 5

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
1677139	12/2023	ALCOHOL APPLICATION FEE APPLICATION FEE	$50.00	$0.0	$0.00	$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

$50.00*

***Additional penalties may apply when payment is rendered**

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

11/16/2023 08:59AM SHAWN S.
037013-0024

BUSINESS LICENSE
TSA INVESTMENT LLC DBA CHEVRON MONTLIMAR
126880
2023 Item: 1677139
ALCOHOL APPLICATION FEE $50.00

$50.00

Subtotal	**$50.00**
Total	**$50.00**
CASH	$50.00
Change due	**$0.00**

Paid by: TSA INVESTMENT LLC DBA CHEVRON MONTLIMAR

Comments: ABC APPLICATION FEE

Thank you for your payment

CUSTOMER COPY

City of Mobile Alcoholic Beverage License Application

Alcohol License Application

PLANNING & ZONING DEPARTMENT APPROVAL

All boxes REQUIRED .. MUST be answered

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

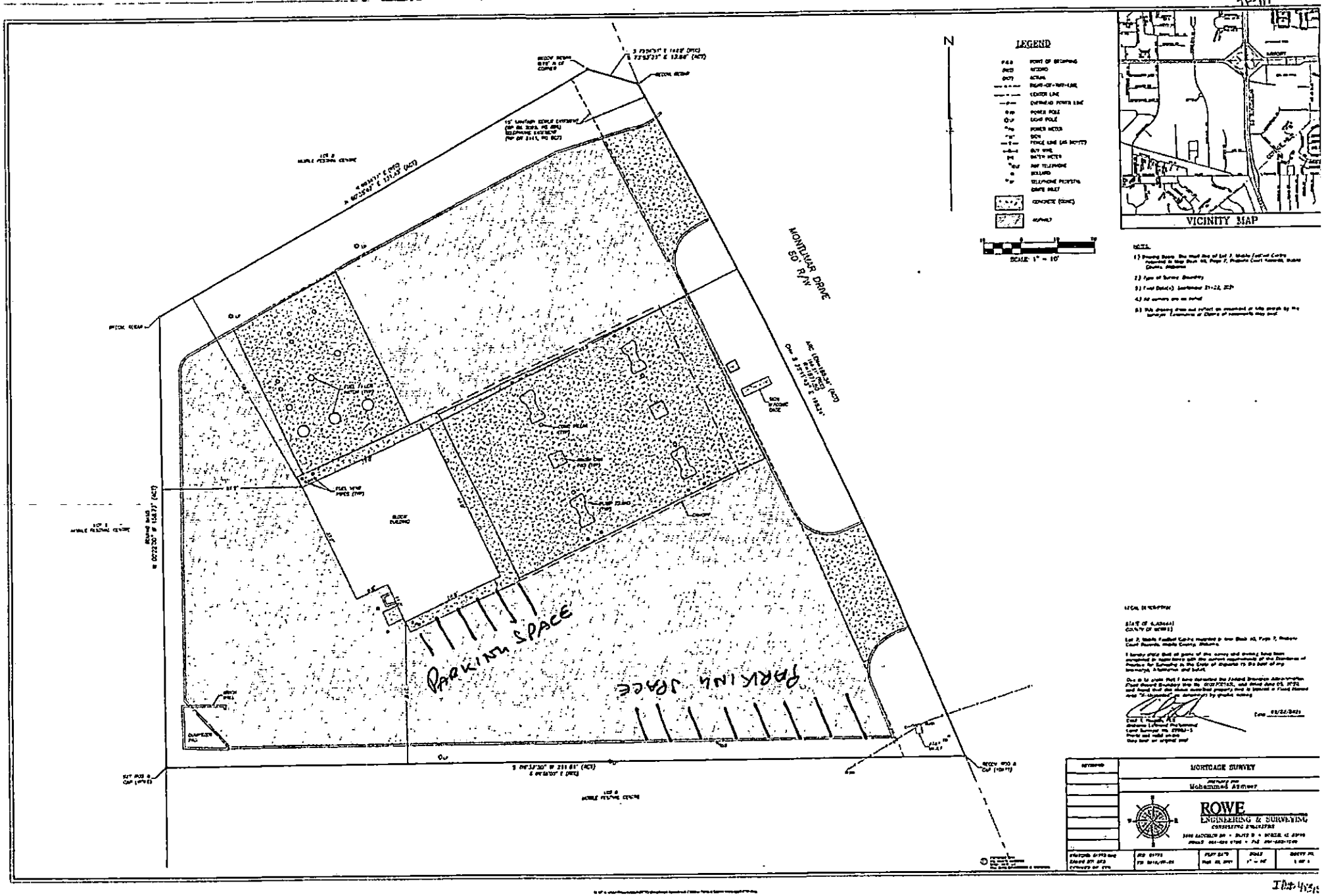
Business Type	License Type
GAS STATION.	TOBACCO/BEER LICENSE/RETAIL MERCHANDISE.
Legal Business Name	**Trade Name (DBA)**
TSA INVESTMENTS LLC	CHEVRON MONTLIMAR.
Physical Address of Business (Street Name, Suite #)	**Building Square Footage** / **Building Stand alone or attached**
950. MONTLIMAR DRIVE.	2000 ± SF / YES -
City / **State** / **Zip Code**	**Did you include the REQUIRED drawing with this sheet? (see pg 5)**
MOBILE. / AL / 36609	YES ... DRAWING ATTACHED

Business Contact Person			
Name	**Title**	**Phone**	**Email**
MOHAMMAD AZMEER	OWNER		

PLANNING & ZONING DEPARTMENT USE ONLY				
Parking Provided	**Parking Required**	**Compliance**	**Zoning**	**Approved**
13	6	Yes	B-3	Yes

Comments

Print Name	Signature	Date
Payton Rogers	Digitally signed by Payton W. Rogers Location: Planning & Zoning	11/16/2023


LEGEND
VICINITY MAP
MONTGOMERY DRIVE
50' R/W
PARKING SPACE
PARKING SPACE
MORTGAGE SURVEY
Mohammed Ahmed
ROWE
ENGINEERING & SURVEYING

Inst. # 2020038958 Pages: 1 of 4 Doc: LAOR
I certify this instrument filed on 7/1/2020 3:10 PM
Don Davis, Judge of Probate
Mobile County, AL. Rec: $53.00

Clerk: JHANCOCK

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

CERTIFIED TRUE COPY
Probate Court of Mobile Co., AL
Don Davis, Judge

Signature _____
C. Mark Erwin, Chief Clerk

Date 7/1/2020

(For County Probate Office Use Only)

PURPOSE: In order to form a limited liability company (LLC) under Section 10A-5A-2.01 of the Code of Alabama 1975 this Certificate Of Formation and the appropriate filing fees must be filed with the Office of the Judge of Probate in the county where the entity's initial registered office is located. The information required in this form is required by Title 10A.

INSTRUCTIONS: Mail one (1) signed original and two (2) copies of this completed form and the appropriate filing fees to the Office of the Judge of Probate in the county where the limited liability company's (LLC) registered office is/will be located. Contact the Judge of Probate's Office to determine the county filing fees. Make a separate check or money order payable to the Secretary of State for the state filing fee of $100.00 for standard filing and the Judge of Probate's Office will transmit the fee along with a certified copy of the Certificate to the Office of the Secretary of State within 10 days after the Certificate is filed. Your notification of filing was provided by the Probate Judge's Office via a stamped copy which is evidence of existence (if it is certified by the Probate Office) according to 10A-1-4.04(c) and the Secretary of State's Office does not send out a copy. You may pay the Secretary of State fees by credit card if the county you are filing in will accept that method of payment. Your entity will not be indexed if the credit card does not authorize and will be removed from the index if the check is dishonored ($30.00 fee).

The information completing this form must be typed (for your convenience the information is fill-able on this computer form on the website above).

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with *Code of Alabama*, Title 10A-1-5.06. You may use Professional or Series before Limited Liability Company if they apply or you may use those abbreviations):
   TSA INVESTMENTS LLC

2. A copy of the Name Reservation certificate from the Office of the Secretary of State must be attached and the name reserved must agree with item 1 above [proves name reservation under 10A-1-4.02(f)].

This form was prepared by: (type name and full address)

PADGETT BUSINESS SERVICES

(For SOS Office Use Only)

Alabama
Sec. Of State

New Entity
637-153 DLL
Date 7/06/2020
Time 11:27
200706 4 Pg

File $100.00
Ackn $.00
Exp $.00

Total $100.00
06/009

RECEIVED DATE
JUL 06 2020
SECRETARY OF STATE
OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

3. The name of the Registered Agent located at the Registered Office (only one agent):

MOHAMMAD AZMEER

Street (No PO Boxes) address of Registered Office (must be located in Alabama):

Mailing address in Alabama of Registered Office (if different from street address):

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

5. Check only if the type applies to the Limited Liability Company being formed:

☐ Series LLC complying with Title 10A, Chapter 5A, Article 11

☐ Professional LLC complying with Title 10A, Chapter 5A, Article 8

☐ Non-Profit LLC complying with 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date filed by the Judge of Probate or at the delayed filing date (cannot be prior to the filing date) specified in this filing. 10A-1-4.12

The undersigned specify ___ / ___ / ___ as the effective date (must be on or after the date filed in the office of the county Judge of Probate, but no later than the 90th day after the date this instrument was signed) and the time of filing to be ___ : ___ ☐ AM or ☐ PM. (cannot be noon or midnight – 12:00)

☑ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

05 / 25 / 2020
Date (MM/DD/YYYY)

Signature as required by 10A-5A-2.04

SATY PUTCHA
Typed Name of Above Signature

ORGANIZER
Typed Title (Organizer or Attorney-in-fact)

Additional Organizers/Attorney-in-facts may sign (add additional sheets if necessary).

Ownership Percentages TSA INVESTMENTS LLC

1. Mohammad Azmee[redacted] 50%
2. Nahid Akter,[redacted] 50%

John H. Merrill
Secretary of State

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

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

TSA INVESTMENTS LLC

This name reservation is for the exclusive use of Saty Putcha, 1521 Dawes RD, Mobile, AL 36695 for a period of one year beginning June 25, 2020 and expiring June 25, 2021

Alabama
Sec. Of State
New Entity DLL
637-153 /06/2020
Date 11:27
Time 4 Pg
200706

File	$100.00
Ackn	$.00
Exp	$.00
Total	$100.00

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

June 25, 2020

Date

John H. Merrill Secretary of State

RES890120

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

Date of this notice: 07-14-2020

Employer Identification Number:
85-1933356

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

TSA INVESTMENTS LLC
MOHAMMAD AZMEER MBR

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 85-1933356. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941	10/31/2020
Form 940	01/31/2021
Form 1065	03/15/2021

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

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

(IRS USE ONLY) 575A | 07-14-2020 TSAI B 9999999999 SS-4

Keep this part for your records. CP 575 A (Rev. 7-2007)

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

CP 575 A

9999999999

Your Telephone Number
( ) -

Best Time to Call

DATE OF THIS NOTICE: 07-14-2020
EMPLOYER IDENTIFICATION NUMBER:
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

TSA INVESTMENTS LLC
MOHAMMAD AZMEER MBR

2023

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

TSA INVESTMENTS LLC
950 MONTLIMAR DR
MOBILE, AL 36609-1705

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS		08/1/2023	12/31/2023

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE. THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Janet W. Heatherton

Deputy Commissioner

NAICS CODE: 457110

... # 2023034406 Pages: 1 of 2 Doc: D
I certify this instrument filed on 6/5/2023 3:05 PM
Don Davis. Judge of Probate
Mobile County. AL. Rec: $8.00
DeedTx: $0.00
MinTx $0.00 Clerk: HDEES

STATE OF ALABAMA)
COUNTY OF MOBILE)

FORECLOSURE DEED

WHEREAS, heretofore to-wit: A mortgage was executed by MOHAJER12 CORP., to RBC BANK retaining a lien on the real property hereinafter described, which said mortgage was recorded in Real Property Book 6797, page 769 and 6659, Page 1577, which was assigned to TSA INVESTMENT, LLC, in Instrument 2023028203 in the Office of the Judge of Probate of Mobile County, Alabama; and

WHEREAS, in said Mortgage, the said Mortgagee or its assigns was authorized and empowered in case of default in the payment of the indebtedness secured thereby, according to the terms thereof, to sell said property before the Courthouse door in Mobile County, State of Alabama, after giving notice of the time, place and terms of said sale in some newspaper published in said City, by publication prior to said sale, at public outcry, for cash, to the highest bidder, said mortgage providing that in case of sale under the power and authority contained in same, the person conducting said sale was authorized to execute a deed conveying title to the purchaser at said sale, and it was further provided in and by said mortgage that Mortgagor may bid at the sale and purchase said property if the highest bidder therefor; and

WHEREAS, default was made in the payment of the indebtedness in and secured by that certain Mortgage and the said TSA INVESTMENT, LLC, as assignee did declare all of the indebtedness secured by said Mortgage due and payable, and did give due and proper notice of the foreclosure of said Mortgage by publication in the Call News, a newspaper published in Mobile County, Alabama, and of general circulation in Mobile County, Alabama, in its issues on May 10, 17 and 24, 2023.

WHEREAS, on May 30, 2023, the date on which the foreclosure and sale was due to be held under the terms of said notice, at 12:00 Noon, said foreclosure was duly and properly conducted, and TSA INVESTMENT, LLC, lienholder, did offer for sale at public outcry in front of the front door of the Courthouse in Mobile County, Alabama, the property hereinafter described; and

WHEREAS, CLIFFORD C. SHARPE was the Auctioneer who conducted said foreclosure sale and was the person conducting said sale for TSA INVESTMENT, LLC; and

WHEREAS, the highest and best bid for the property described in the aforementioned Mortgage was the bid of in the amount of FIVE HUNDRED THOUSAND AND NO/100 ($500,000) Dollars which sum TSA INVESTMENT, LLC, offered to credit said amount on the indebtedness secured by said mortgage and said property was thereupon sold to TSA INVESTMENT, LLC.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises of the credit in the amount of FIVE HUNDRED THOUSAND AND NO/100 ($500,000) Dollars which sum TSA INVESTMENT, LLC, by and through CLIFFORD C. (KIP) SHARPE as Auctioneer conducting said sale, does hereby GRANT, BARGAIN, SELL and CONVEY unto the said TSA INVESTMENT, LLC the following described real and personal property situated in Mobile County, Alabama, to-wit:

Commencing at the Southeast corner of Downtown West, Unit One, as recorded in Map Book 17, Page 118 of the Probate Court Records, Mobile County, Alabama then run North 00 degrees 22 minutes West along the East boundary of said Downtown West, Unit One, a distance of 115 feet to a point, thence run North 89 degrees 38 minutes East 110 feet to the point, thence run South 00 degrees 22 minutes East 194 feet to a point on the North line of a 100 foot drainage easement, thence along said North line of drainage easement run North 89 degrees 26 minutes 13 seconds East 1319.8 feet to a point, thence run North 00 degrees 22 minutes West 154.15 feet to a point, thence run North 89 degrees 38 minutes East 20 feet to a point, thence run North 00 degrees 22 minutes West 38.43 feet to the point of beginning of the property herein described; from said point of beginning, thence continuing North 00 degrees 22 minutes West 120

feet to a point, thence run North 60 degrees 34 minutes 17 seconds East 131.43 feet to a point, thence run South 73 degrees 54 minutes 53 seconds East 14.02 feet to a point on the West right-of-way line of Montlimar Drive (80 foot right-of-way), said point being on the arc of a 1871.5 foot radius curve concave Southwestwardly, thence along said West line of Montlimar Drive and said arc of curve run Southeastwardly 198.31 feet to a point, thence run South 89 degrees 38 minutes West 211.61 feet to the point of beginning, said tract containing 27,737 square feet. Address: 950 Montlimar Drive, Mobile, AL.

TO HAVE AND TO HOLD the above described property unto TSA INVESTMENT, LLC, its successors and assigns, forever.

IN WITNESS WHEREOF, TSA INVESTMENT, LLC, has caused this conveyance to be executed by and through Clifford C. (Kip) Sharpe as Auctioneer and as Attorney-in-Fact, and Clifford C. (Kip) Sharpe, as Auctioneer has hereunto set his hand and seal.

TSA INVESTMENT, LLC, LIENHOLDER

BY:_____
CLIFFORD C. (KIP) SHARPE, as
Auctioneer and Attorney-in-Fact

BY:_____
CLIFFORD C. (KIP) SHARPE, AS
Auctioneer

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned, Notary Public in and for said State and County, hereby states that CLIFFORD C. (KIP) SHARPE, whose name as Auctioneer and Attorney-in-Fact for TSA INVESTMENT, LLC, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he, as such Auctioneer and Attorney-in-Fact, and with full authority, executed the same voluntarily for and on behalf of the said aforesaid the day the same bears date.

Notary Public
My Commission Expires: _____

CATHERINE N LONG
My Commission Expires
March 11, 2025

MORTGAGOR'S ADDRESS:

MORTGAGEE'S ADDRESS:

THIS INSTRUMENT PREPARED BY:
CLIFFORD C. (KIP) SHARPE, ESQ.
307 Morgan Ave., Mobile, AL 36606
(251) 343-6700 (251) 423-1157
ksharpe@kiplaw.net

NOTICE!

Notice is herby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL WINE (OFF PREMISES ONLY)

Legal Business Name

TSA INVESTMENTS LLC

Trade Name (DBA)

CHEVRON MONTLIMAR

Location Address

950 MONTLIMAR DRIVE MOBILE AL 36609

Application Number

2023 - 5607

Post Date

November 16, 2023

That public hearing on said application has been set before the City Council @ 1030am on Tuesday

November 21, 2023

Date

at the Government Plaza Auditorium (1st floor) located at 205 Government Street, Mobile Alabama. Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication addressed to the City of Mobile City Clerk Office

Applicant Signature

Revenue Dept Representative

R Shawn Skinner

In accordance to City of Mobile Code , the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20231018155013418

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) **State:** $150.00 **County:** $75.00

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) **State:** $150.00 **County:** $75.00

Trade Name: CHEVRON MONTLIMAR **Filing Fee:** $100.00

Applicant: TSA INVESTMENTS LLC **Transfer Fee:**

Location Address: 950 MONTLIMAR DR MOBILE, AL 36609

Mailing Address:

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:** 0

Product Type: 01 **Type Ownership:** LLC

Book, Page, or Document info: 637-153

Do you sell Draft Beer?:

Date Incorporated: 07/06/2020 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 07/06/2020

Federal Tax ID: **Alabama State Sales Tax ID:**

Name:	Title:	Date and Place of Birth:	Residence Address:
NAHID AKTER	MEMBER		
MOHAMMAD AZMEER	MEMBER		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: MOHAMMAD AZMEER **Home Phone:**
Business Phone: **Cell Phone:**
Fax: **E-mail:**

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20231018155013418

If applicant is leasing the property, is a copy of the lease agreement attached?
Name of Property owner/lessor and phone number: TSA INVESTMENTS LLC 251-391-6789
What is lessors primary business? CONVENIENT STORES
Is lessor involved in any way with the alcoholic beverage business? YES
Is there any further interest, or connection with, the licensee's business by the lessor? YES

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 2000 Display Square Footage:
Building seating capacity: 0 Does Licensed premises include a patio area? NO
License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20231018155013418

Initial each — **Signature page**

Initial each	
M	In reference to law violations, I attest to the truthfulness of the responses given within the application.
M	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
M	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
XXX	In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
XXX	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
XXX	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
M	In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
M	The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
M	I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): MOHAMMAD AZMEER.

Signature of Applicant: [signature]

Notary Name (print): SANDY DURHAM

Notary Signature: [signature]

SANDY DURHAM
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires Sept. 17, 2025

Commission expires:

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20231018155013418

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival Participants licenses ONLY

Private Club
Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members?
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail
Is it for 30 days or less?
More than 30 days?

Franchisee or Concessionaire of above?
Other valid responsible organization:
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Wine Festival / Wine Festival Participant licenses (5 Days or Less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
Is the lessor involved in any way with the alcohol beverage business?: SEVERAL OTHER CONVENIENT STORES
Is ther any further interest in, or connection with, the licensee's business by the lessor?: THE APPLICANT AND THE LANDLORD ARE THE SAME

AGENDA ITEM SUMMARY SHEET

Agenda of:11/21/2023

Submitted by:

Gary Jackson, Deputy Director of Municipal Enforcement.

Sponsored by:

Council Member - Cory Penn - District 1

Purpose and Scope of Project:

Declaring the Property a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

11/21/2023

Renewal Date of Contract:

11/21/2023

Funding Source

Project # 475 E Ridge Road - ME-060-23 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 475 E Ridge Road	Cover Memo	11/15/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	11/15/2023 - 12:03 PM
City Clerk	Gauthier, Lana	Approved	11/16/2023 -

RESOLUTION

Sponsored by: Councilmember Cory Penn – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **475 E Ridge Road** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **475 E Ridge Road** described as:

LOT 2 BLK C CEDAR RIDGE SUB MBK 5 P 287 #SEC 44 T4S R1W #MP29 02 44 0 028

Parcel Number: 29 02 44 0 028 029

Last Assessed to: FRANK SNOWDEN & BESSIE FINCH SNOWDEN

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION
November 14, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, November 21, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **475 E RIDGE ROAD,** OWNED BY OR MAY HAVE AN INTEREST: **FRANK & BESSIE FINCH SNOWDEN** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 02 44 0 028 029

COUNCIL DISTRICT 1 – CORY PENN
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey –Re-Check

Flood Zone

Report Date - _____

Property Address

475 RIDGE ROAD EAST

Property Details			
Parcel Key		Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	N
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	N	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	Y
Survey Date	05/24/2023	Comments	

Property Score			
Score	82	Score Description	DEMO

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 6/5/23

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: Inspector D. Williams **Date:** 09/26/2023

Property Address: 475 E Ridge Road **District No:** 1

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [ ] 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- [X] 3. Structures or components thereof that have reached their limit state.
- [ ] 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- [X] 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- [ ] 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [ ] 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- [ ] 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- [X] 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [ ] 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or
- [ ] 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- [X] 15. Yard is overgrown with weeds and/or covered with litter and debris.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Edricks H Davis
6342 McMurray Place S
Mobile, Alabama 36609-1115

September 26, 2023

RE: **475 E Ridge Road**
Project Number: ME-060-23

Dear Edricks H Davis:

On September 18, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 475 E Ridge Road.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 2 BLK C CEDAR RIDGE SUB MBK 5 P 287 #SEC 44 T4S R1W #MP29 02 44 0 028

Parcel Number: 29 02 44 0 028 029

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☐ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **November 10, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **November 10, 2023,** provide the Code Official with a work plan to accomplish the repairs by **November 10, 2023,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **November 10, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on November 21, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

NOTE: The owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,

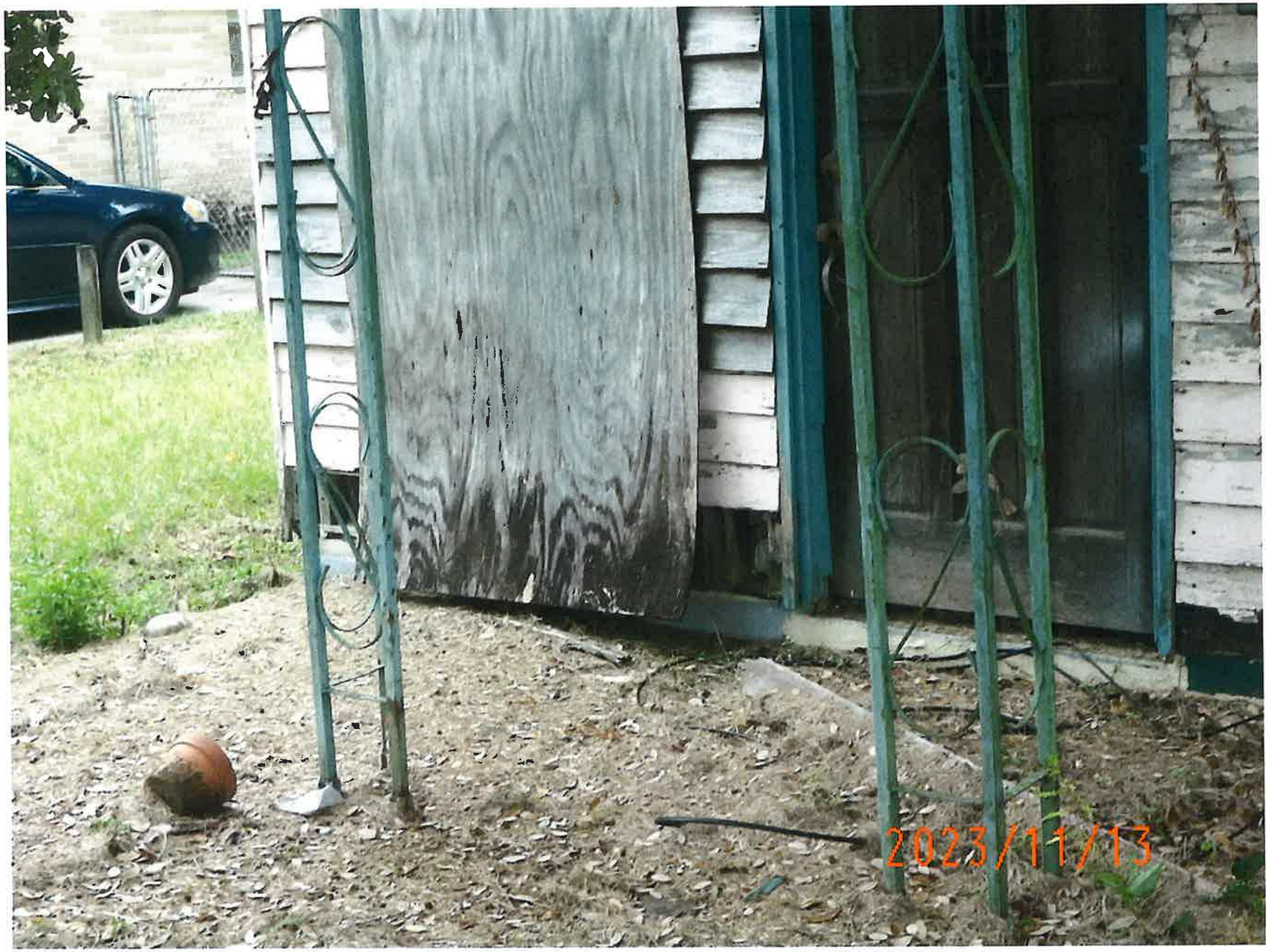
Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT **475 E RIDGE ROAD** **PHOTOS AGENDA / DW**

NUISANCE ABATEMENT **475 E RIDGE ROAD** **PHOTOS AGENDA / DW**

NUISANCE ABATEMENT **475 E RIDGE ROAD** **PHOTOS AGENDA / DW**

NUISANCE ABATEMENT **475 E RIDGE ROAD** **PHOTOS AGENDA / DW**



2023/11/13

NUISANCE ABATEMENT **475 E RIDGE ROAD** **PHOTOS AGENDA / DW**

NUISANCE ABATEMENT **475 E RIDGE ROAD** **PHOTOS AGENDA / DW**

NUISANCE ABATEMENT **475 E RIDGE ROAD** **PHOTOS AGENDA / DW**

NUISANCE ABATEMENT **475 E RIDGE ROAD** **PHOTOS AGENDA / DW**

2023/11/13

NUISANCE ABATEMENT **475 E RIDGE ROAD** **PHOTOS AGENDA / DW**

NUISANCE ABATEMENT **475 E RIDGE ROAD** **PHOTOS AGENDA / DW**

NUISANCE ABATEMENT **475 E RIDGE ROAD** **PHOTOS AGENDA / DW**

NUISANCE ABATEMENT **475 E RIDGE ROAD** **PHOTOS AGENDA / DW**

Affidavit of Mailed Notice

Date: November 21, 2023

State of Alabama
County of Mobile

Subject Property –475 E Ridge Road

My legal name is Gary Jackson, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile Al 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **17 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also affirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: 475 E Ridge Road Date: July 31, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: July 25, 2023

Per the Title Report, the owners are: Heirs of Frank Snowden (DOD 6/28/1988) and Bessie Finch Snowden (DOD 02/11/1992).

NOTES: Son, Braxton L Snowden DOD 3/15/1995 did not have children. Could not locate Bernell Hudson.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Edricks H. Davis 6342 McMurray PL S Mobile AL 36609-1115	Heir of deceased owners Phone number 251-457-5110
2	Edricks H Davis 6700 Wall St Apt 48 Mobile AL 36695-4508	Secondary address
3	Gretchen Carter 468 W Ridge Rd Mobile AL 36617-2333	Heir of deceased owners Phone number 251-661-9341 Phone number 251-382-7689
4	Zsaquez Snowden 1923 Le Jeune Dr Mobile AL 36618-1522	Heir of deceased owners Phone number 251-367-1364
5	Frank Hudson II 8501 W University Ave Las Vegas NV 89147-6174	Heir of deceased owners

6	Lawrence I Hudson 7849 S Sceptor Dr Apt 10 Franklin WI 53132-2268	Heir of deceased owners
7	Joyce Hudson 1212 Barnes St Delavan WI 53115-1304	Heir of deceased owners
8	Angel Hudson 281 E River Dr Apt F8 De Pere WI 54115-3396	Heir of deceased owners
9	Marcus Hudson 1017 Oxford Rd Waukesha WI 53186-6445	Heir of deceased owners
10	Cornelius Singleton 5360 Sapphire Cir Ellenwood GA 30294-3572	Heir of deceased owners
11	Yasmenda Singleton 71 Kenlauren Ave Greenville SC 29607-4376	Heir of deceased owners
12	Marvin Singleton 1818 Saint Ives Xing Stockbridge GA 30281-9011	Heir of deceased owners
13	Kelton Singleton 1551 Riverside Pkwy Apt 5111 Lithia Springs GA 30122-4036	Heir of deceased owners
14	Britton Singleton Sr 475 E Ridge Rd Mobile AL 36617-2336	Heir of deceased owners
15	Keith Singleton Jr 325 Southpoint Blvd Apt 21 McDonough GA 30253-7404	Heir of deceased owners

16 Ivey Carter
468 W Ridge Rd
Mobile AL 36617-2333

Payer of property taxes and listed as relative

17 Owner
475 E Ridge Rd
Mobile AL 36617-2336

Subject Address

TAX STATUS: 2022 PAID CURRENT

Parties with recorded liens per Title Report:

Weed Lien – City of Mobile vs Frank Snowden and Bessie Finch Snowden, Group # 1605. Adopted 9/29/2020 and recorded on 10/09/2020 Instrument number 2020062295

Open Mortgages: NONE

Lis Pendens

Lis Pendens: City of Mobile vs Frank Snowden and Bessie Finch Snowden, recorded 7-24-2023, instrument number 202304393.

AGENDA ITEM SUMMARY SHEET

Agenda of:11/21/2023

Submitted by:

Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:

Council Member - William Carroll - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

11/21/2023

Renewal Date of Contract:

11/21/2023

Funding Source

Project # 206 Norman Street - ME-458-17 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 206 Norman Street	Cover Memo	11/15/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	11/15/2023 - 12:00 PM
City Clerk	Gauthier, Lana	Approved	11/16/2023 -

RESOLUTION

Sponsored by: Councilmember William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **206 Norman Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **206 Norman Street** described as:

ALL THAT PT OF LOT 7 J J MCMAHON ADD DBK 128 P 7 MORE PARTIC DESC AS FOLL BEG AT PT ON E/S OF NORMAN ST 165 FT 8 IN NLY FROM NE COR OF ST STEPHENS RD & NORMAN ST & RUN TH NLY ALG E/S OF NORMAN ST 40.8 FT TO NW COR OF SAID LOT 7 TH ELY ALG N/L OF LOT 7 A DIS OF 164.5 FT TO PT TH SLY ALG LINE OF FENCE 41.1 FT TO PT TH WLY ALG S/L OF LOT 7 DIS OF 170 FT TO POB LESS & EXC BEG AT NW COR OF LOT 8 J J MCMAHON ADD DBK 128 P 7 RUN TH NLY ALG E/L OF NORMAN ST 7 FT TO PT TH RUN S 64 DEG 11 MIN E 171.99 FT TO PT TH RUN S 7 DEG 21 MIN 30 SEC W 1.40 FT TO PT AT NE COR OF SAID LOT 8 RUN TH WLY ALG N/L OF SAID LOT 8 A DIS OF 169.40 FT TO POB #SEC 40 T4S R1W #MP29 06 40 0 007

Parcel Number: 29 06 40 0 007 216

Last Assessed to: ZSAKNOR RANDALL POWE

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION
November 14, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, November 21, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **206 NORMAN STREET,** OWNED BY OR MAY HAVE AN INTEREST: **ZSAKNOR RANDALL POWE** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 06 40 0 007 216

COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

206 Norman Street

Property Details			
Parcel Key	750084	Local Historic Registry	N
Status	**Scored**	National Historic Registry	N
Blight Zone	N	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	N
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	Y
Survey Date	09-13-23	Comments	

Property Score			
Score		Score Description	

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 09/26/2023

Property Address: 206 Norman Street **District No:** 2

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [X] 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- [X] 3. Structures or components thereof that have reached their limit state.
- [ ] 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- [X] 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- [ ] 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- [ ] 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- [X] 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or
- [ ] 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- [X] 15. Yard is overgrown with weeds and/or covered with litter and debris.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Zsaknor Randall Powe
2025 Barkwood Court
Mobile, Alabama 36609-3539

September 26, 2023

RE: **206 Norman Street**
Project Number: ME-457-17

Dear Zsaknor Randall Powe:

On September 18, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 206 Norman Street.

I. **PROPERTY** The legal description of the Property is as follows:

ALL THAT PT OF LOT 7 J J MCMAHON ADD DBK 128 P 7 MORE PARTIC DESC AS FOLL BEG AT PT ON E/S OF NORMAN ST 165 FT 8 IN NLY FROM NE COR OF ST STEPHENS RD & NORMAN ST & RUN TH NLY ALG E/S OF NORMAN ST 40.8 FT TO NW COR OF SAID LOT 7 TH ELY ALG N/L OF LOT 7 A DIS OF 164.5 FT TO PT TH SLY ALG LINE OF FENCE 41.1 FT TO PT TH WLY ALG S/L OF LOT 7 DIS OF 170 FT TO POB LESS & EXC BEG AT NW COR OF LOT 8 J J MCMAHON ADD DBK 128 P 7 RUN TH NLY ALG E/L OF NORMAN ST 7 FT TO PT TH RUN S 64 DEG 11 MIN E 171.99 FT TO PT TH RUN S 7 DEG 21 MIN 30 SEC W 1.40 FT TO PT AT NE COR OF SAID LOT 8 RUN TH WLY ALG N/L OF SAID LOT 8 A DIS OF 169.40 FT TO POB #SEC 40 T4S R1W #MP29 06 40 0 007

Parcel Number: 29 06 40 0 007 216

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **November 10, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **November 10, 2023,** provide the Code Official with a work plan to accomplish the repairs by **November 10, 2023,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **November 10, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on November 21, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

NOTE: The owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

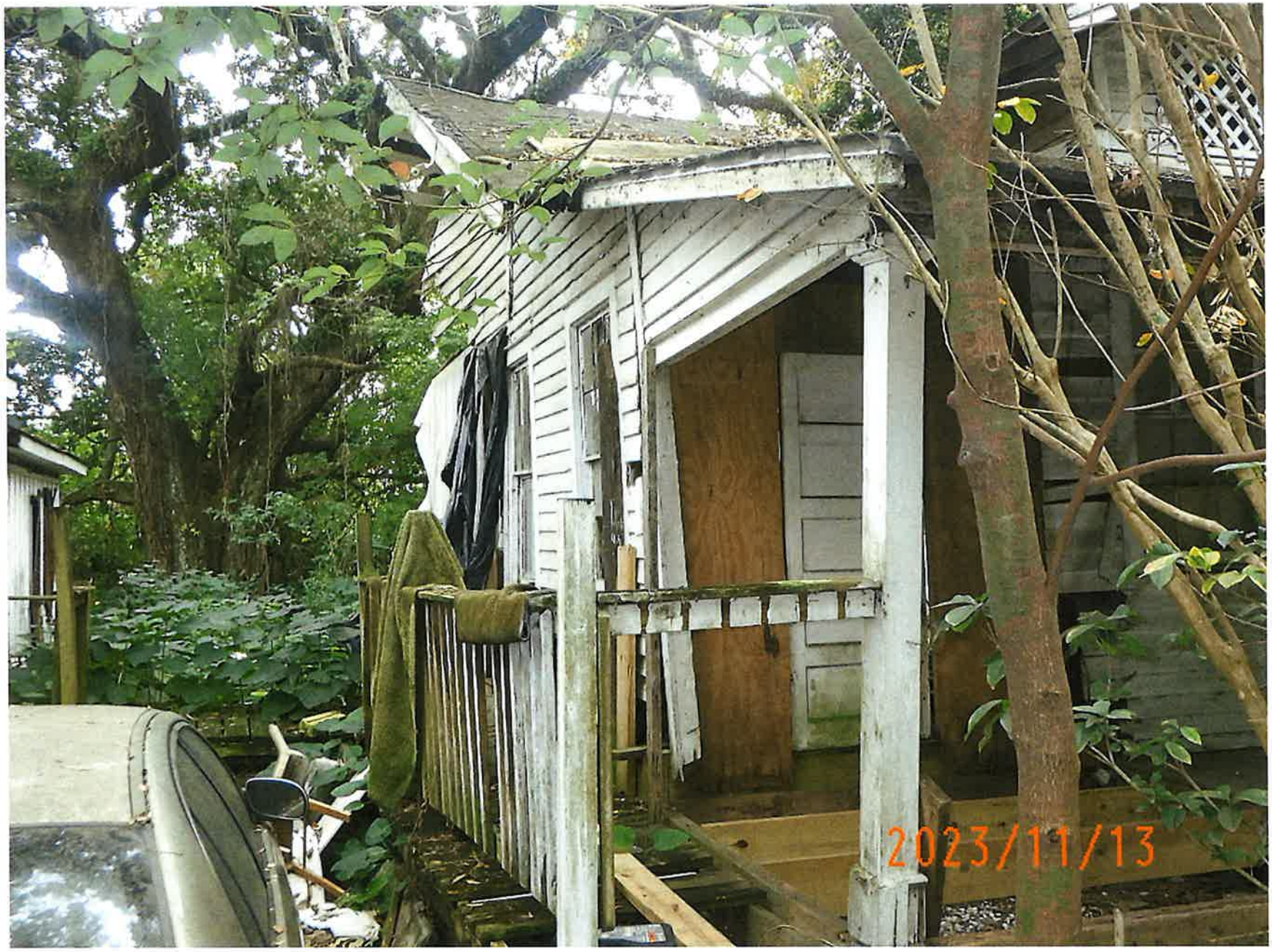
Respectfully,

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT **206 NORMAN STREET** **AGENDA PHOTOS / DW**

2023/11/13

2023/11/13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NUISANCE ABATEMENT **206 NORMAN STREET** **AGENDA PHOTOS / DW**

Affidavit of Mailed Notice

Date: November 21, 2023

State of Alabama
County of Mobile

Subject Property –206 Norman Street

My legal name is Gary Jackson, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile Al 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **3 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also affirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: 206 Norman Street **UPDATE** Date: August 9, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: January 26, 2021

Per the Title Report, the owner is: Zsaknor Randall Powe

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Zsaknor Randall Powe 2025 Barkwood CT Mobile AL 36609-3539	Owner Phone number 225-936-6757 Phone number 251-479-3204 Phone number 225-571-0571
2	Zsaknor Randall Powe 206 Norman ST Mobile AL 36603-5416	Owner / Subject Property

TAX STATUS: 2022 TAXES CURRENT

Parties with recorded liens per Title Report:

3	State of AL Dept. of Revenue Collections Service Dept. P.O. Box 327820 Montgomery, AL 36132	Acct number WTH-R008950229 – lien #s 1889340923 & 2050362880 Acct number SLS-R008950228 – lien #s 1802145280, 389598720, 1488276992,60608000, 1584147968, 1916751360 & 373075456

Open Mortgages: NONE

Lis Pendens

Lis Pendens filed by the City of Mobile vs Jessie L. Washington & Novella Washington, recorded 9/14/2018, inst. # 2018053891.

Lis Pendens filed by the City of Mobile vs Jessie L. Washington & Novella Washington, Recorded 11/17/2017, Bk 7577 Pg 270

AGENDA ITEM SUMMARY SHEET

Agenda of:11/21/2023

Submitted by:
Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:
Council Member - William Carroll - District 2

Purpose and Scope of Project:
Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:
N/A

Effective Date of Contract:
11/21/2023

Renewal Date of Contract:
11/21/2023

Funding Source

Project # 660 St. Anthony Street - ME-066-23 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 660 St. Anthony Street	Cover Memo	11/15/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	11/15/2023 - 12:02 PM
City Clerk	Gauthier, Lana	Approved	11/16/2023 -

RESOLUTION

Sponsored by: Councilmember William Carroll - District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **660 St. Anthony Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **660 St. Anthony Street** described as:

THAT CERTAIN PARCEL OF LAND BOUNDED BY A LINE BEGINNING AT A POINT ON THE NORTH SIDE OF ST. ANTHON STREET 31 FEET EAST FROM THE NORTHEAST CORNER OF ST. ANTHONY ST AND WASHINGTON AVENUE; THENCE RUNNING EAST ALONG THE NORTH SIDE OF ST. ANTHONY STREET A DISTANCE OF 18.5 FEET TO A POINT; THENCE NORTH AND ALONG A LINE OF AN INTERIOR ANGLE OF 90 DEG 13 MIN A DISTANCE OF 70 FEET TO A POINT;THENCE WEST AND PARALLEL WITH ST. ANTHONY STREET A DISTANCE OF 18 FEET TO A POINT; THENCE SOUTH AND PARALLEL WITH WASHINGTON AVENUE A DISTANCE OF 70 FEET TO THE POINT OF BEGINNING

Parcel Number: 29 06 40 0 003 225

Last Assessed to: SCIENCE OF LIFE CHURCH

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished/repaired/secured*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION
November 14, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, November 21, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **660 ST ANTHONY STREET,** OWNED BY OR MAY HAVE AN INTEREST: **SCIENCE OF LIFE CHURCH** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 06 40 0 003 225

COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

660 ST ANTHONY STREET

Property Details			
Parcel Key		Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	DATE	Comments	

Property Score			
Score	63	Score Description	Demolition

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☐

APPROVAL DATE 7/24/23

Noted 660 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 09/26/2023

Property Address: 660 St. Anthony Street **District No:** 2

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [X] 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- [X] 3. Structures or components thereof that have reached their limit state.
- [ ] 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- [X] 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- [ ] 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- [ ] 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- [X] 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [ ] 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or
- [ ] 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- [X] 15. Yard is overgrown with weeds and/or covered with litter and debris.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Science of Life Church
4270 Industrial PKWY
Eight Mile, Alabama 36613

September 27, 2023 -- **Corrected Copy**

RE: **660 ST Anthony Street**
Project Number: ME-066-23

Dear Science of Life Church:

On September 18, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 660 St. Anthony Street.

I. **PROPERTY** The legal description of the Property is as follows:

THAT CERTAIN PARCEL OF LAND BOUNDED BY A LINE BEGINNING AT A POINT ON THE NORTH SIDE OF ST. ANTHON STREET 31 FEET EAST FROM THE NORTHEAST CORNER OF ST. ANTHONY ST AND WASHINGTON AVENUE; THENCE RUNNING EAST ALONG THE NORTH SIDE OF ST. ANTHONY STREET A DISTANCE OF 18.5 FEET TO A POINT; THENCE NORTH AND ALONG A LINE OF AN INTERIOR ANGLE OF 90 DEG 13 MIN A DISTANCE OF 70 FEET TO A POINT;THENCE WEST AND PARALLEL WITH ST. ANTHONY STREET A DISTANCE OF 18 FEET TO A POINT; THENCE SOUTH AND PARALLEL WITH WASHINGTON AVENUE A DISTANCE OF 70 FEET TO THE POINT OF BEGINNING.

Parcel Number: 29 06 40 0 007 216

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☐ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **November 10, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **November 10, 2023,** provide the Code Official with a work plan to accomplish the repairs by **November 10, 2023,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **November 10, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on November 21, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

NOTE: The owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,

Gary Jackson
Deputy Director of Municipal Enforcement

660
2023/11/13

NUISANCE ABATEMENT **660 ST ANTHONY STREET** **AGENDA PHOTOS / DW**

2023/11/13

2023/11/13

NUISANCE ABATEMENT 660 ST ANTHONY STREET AGENDA PHOTOS / DW

2023/11/13

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2023/11/13

NUISANCE ABATEMENT **660 ST ANTHONY STREET** **AGENDA PHOTOS / DW**

2023/11/13

2023/11/13

Affidavit of Mailed Notice

Date: November 21, 2023

State of Alabama
County of Mobile

Subject Property –660 St. Anthony Street

My legal name is Gary Jackson, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile Al 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **6 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also affirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: 660 St Anthony Street Date: August 8, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: August 1, 2023

Per the Title Report, the owner is: Science of Life Church

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Science of Life Church c/o Eddie J Dozier PO Box 10 Mobile AL 36601-0010	Secretary of State Incorporator Phone number 251-490-9565 Phone number 251-307-8047
2	Science of Life Church c/o Eddie J Dozier 1214 Shore Acres Dr Mobile AL 36605-3512	Secondary address
3	Science of Life Church c/o Bonnie Western 209 Horse Shoe Bnd Greensboro AL 36744-5485	Secretary of State Incorporator
4	Science of Life Church 660 Saint Anthony ST Mobile AL 36603-6168	Subject Address
5	Science of Life Church 4270 Industrial Pkwy Eight Mile AL 36613	Possible Address for new location of Church

TAX STATUS:

5	Jean Marc Prescott Revocable Living Trust PO Box 1 Thomasville AL 36784-0001	2020 and 2021 Tax Lien Holders Phone number 334-830-0258 Phone number 334-458-9822
6	Danilo Ancajas 354 Jacona St Chickasaw AL 36611-2022	2022 Tax Lien Holder per Revenue Commission Phone number 251-508-9940 Phone number 310-321-2527

Parties with recorded liens per Title Report:

Weed Lien – City of Mobile vs Science of Life Church recorded 12/14/2021 instrument number 202201217

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:11/21/2023

Submitted by:

Director of Parks and Recreation Kim Carmody

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Recognizing employee of the month for November, Eddie Booth with the Parks Division of the Parks and Recreation Department.

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Eddie Booth - MPRD November 2023 Employee of the Month - Resolution	Cover Memo	10/20/2023

REVIEWERS:

Department Reviewer		Action	Date
Parks and Recreation	Gauthier, Lana	Approved	11/16/2023 - 10:31 AM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City Supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 to the following employee:

- **Date November 21, 2023 – Name: Eddie Booth (Employee #15145) Parks & Recreation (Parks Maintenance Division)**

This employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/21/2023

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	11/16/2023

REVIEWERS:

Department	Reviewer	Action	Date
Public Service	Gauthier, Lana	Approved	11/16/2023 - 12:18 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:

- **November 2023 – Doris Irby (Employee # 2013) Fleet Management (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:11/21/2023

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 Gauthier, Lana	Approved	11/16/2023 - 10:08 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/21/2023

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	11/16/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/16/2023 - 10:13 AM

60- 2023

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 each to the following employee(s):

Fire Service Driver Jeffrey S. Haller (Emp #17272)

This employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

_____

City Clerk

60- 2023

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 each to the following employee(s):

Firefighter Nicholas P. Robert (Emp #20171)

This employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/21/2023

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	11/17/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/17/2023 - 11:04 AM

60- 2023

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 each to the following employee(s):

Fire Service Driver Jeffrey S. Haller (Emp #17272)

This employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

_____

City Clerk

60- 2023

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 each to the following employee(s):

Firefighter Nicholas P. Robert (Emp #20171)

This employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/21/2023

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember Cory Penn

Purpose and Scope of Project:

Funds will be used to assist with the Wellness Room for the well-being of students, faculty, and staff.

Amount of Contract:

$1,000.00

Funding Source

Project # DSC-01/10041020-42080 **Discretionary Funds** DSC-01

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - ARIEL HOLLOWAY ELEMENTARY SCHOOL	Cover Memo	11/14/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	11/14/2023 - 9:34 AM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Cory Penn

WHEREAS, Councilmember Penn wishes to appropriate **$1,000.00** to Ariel W. Holloway Elementary School, from his discretionary funds; and

WHEREAS, Ariel W. Holloway Elementary School, is public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Ariel W. Holloway Elementary School will be used to assist with the Wellness Room for the well-being of students, faculty, and staff, 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 Ariel W. Holloway Elementary School for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/21/2023

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember William Carroll

Purpose and Scope of Project:

Funds will be used to assist with the Alabama State Cluster on February 16-18, 2024, at the Mobile Convention Center

Amount of Contract:

$1,500

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 - DELTA RESOURCE EDUCATIONAL ASSOCIATION MOBILE, INC.	Cover Memo	11/13/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	11/13/2023 - 2:01 PM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember William Carroll

WHEREAS, Councilmember Carroll wishes to appropriate **$1,500.00** to Delta Resource Educational Association Mobile, Inc., from his discretionary funds; and

WHEREAS, Delta Resource Educational Association Mobile, 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 Delta Resource Educational Association Mobile, Inc., will be used to assist with the Alabama State Cluster on February 16-18, 2024, at the Mobile Convention Center, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **1,500.00** to Delta Resource Educational Association Mobile, 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:11/21/2023

Submitted by:
Donna Bryars, Comptroller

Sponsored by:
Councilmember William Carroll

Purpose and Scope of Project:
Funds will be use to assist with the World's Ambition food drive.

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 - WORLD'S AMBITION	Cover Memo	11/14/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	11/14/2023 - 9:29 AM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember William Carroll

WHEREAS, Councilmember Carroll wishes to appropriate **$1,000.00** to World's Ambition, from his discretionary funds; and

WHEREAS, World's Ambition, 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 World's Ambition, will be used to assist with the World's Ambition food drive, 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 World's Ambition, 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:11/21/2023

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember Small, Councilmember Carroll, and Councilmember Reynolds

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:

$4,500.00

Funding Source

Project # DSC-02/10041020-42200; DSC-03/10041020-42080; DSC-04/10041020-42080

Discretionary Funds DSC-02; DSC-03; DSC-04

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - HOUSING FIRST, INC.	Cover Memo	11/16/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	11/16/2023 - 12:28 PM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Ben Reynolds
Councilmember CJ Small
Councilmember William Carroll

WHEREAS, Councilmember Reynolds wishes to appropriate **$1,500.00**, Councilmember Small wishes to appropriate **$1,500.00,** and Councilmember Carroll wishes to appropriate **$1,500.00 (TOTAL: $4,500.00)**, to Housing First, Inc., from their 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 **$4,500.00** 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:11/21/2023

Submitted by:
Donna Bryars, Comptroller

Sponsored by:
Councilmember Ben Reynolds

Purpose and Scope of Project:
Funds will be used to assist with the installation of a security system.

Amount of Contract:
$1,317.00

Funding Source

Project # DSC-04/10041020-42080 **Discretionary Funds** DSC-04

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - MARCHFIELD PROPERTY OWNERS ASSOCIATION	Cover Memo	11/14/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	11/14/2023 - 9:36 AM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Ben Reynolds

WHEREAS, Councilmember Reynolds wishes to appropriate **$1,317.00** to Marchfield Property Owners Association, from his discretionary funds; and

WHEREAS, Marchfield Property Owners Association, 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 Marchfield Property Owners Association, will be used to assist with the installation of a security system, 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 **$1,317.00** to Marchfield Property Owners Association, 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:11/21/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

City Council

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Williams	Cover Memo	11/17/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/17/2023 - 10:32 AM

03-1276 **2023**

RESOLUTION

Sponsored by City Council

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that John Williams is hereby appointed to the Mobile Sports Authority effective November 21, 2023 for a term ending November 21, 2026.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/21/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Penn and Mayor Stimpson

Purpose and Scope of Project:

The work of this contract consists of improvements to the combo fields at Trinity Park and Figures Park.

Amount of Contract:

$837,900.00

Funding Source

Project # Figures Park - Combo Field Improvements and Trinity Park - Combo Field Improvements PR-066-22 and PR

Discretionary Funds

Project String C0542 (Fig) and C0821 (Tri) Figures Park and Trinity Park - Combo Field Improvements(20002000-48010)

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Combo field routing package	Cover Memo	11/1/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	11/7/2023 - 9:50 AM
Capital	Hollins, Tiffany	Approved	11/8/2023 - 11:35 AM
			11/16/2023 -

Legal	Kern, Chris	Approved	10:25 AM
Mayors Office	Montgomery, Brandi	Approved	11/16/2023 - 2:58 PM

RESOLUTION

2023

Sponsored by:
Mayor William S. Stimpson and Councilmember Cory Penn

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:	Aeiker Construction Corporation
Project Name:	Figures Park - Combo Field Improvements and Trinity Park - Combo Field Improvements
Project Number:	PR-066-22 and PR-040-22
Amount:	$837,900.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Figures Park - Combo Field Improvements and Trinity Park - Combo Field Improvements

CAPITAL PROJECT #: C0542 (Figures) and C0821 (Trinity) (20002000-48010)

CONTRACT AMOUNT: $837,900.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-066-22 and PR-040-22

PROJECT DESCRIPTION: The work of this contract consists of improvements to the combo fields at Trinity Park and Figures Park. See Exhibit A (658 Donald Street and 3100 Bank Ave)

VENDOR NAME: Aeiker Construction Corporation

VENDOR NUMBER: 290374

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? **Y _X_** **N ___** ; 5% of the 1st 50% **_X_** or

If different, indicate special rate_____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

****General Construction requires Change Order for 10% overages***.

Prepared by: *Emma Dean* – Office Assistant I **Date:** 11/01/2023

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

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

and the Contractor:
(Name, legal status, address and other information)

Aeiker Construction Corporation
2759 Mill Street
Mobile, AL 36607
City of Mobile Business License Number: 093998
Secretary of State Registration Number: 000 - 034 - 837

for the following Project:
(Name, location and detailed description)
Figures Park – Combo Field Improvements
658 Donald Street C
Mobile, Alabama 36617
PR-066-22
and
Trinity Gardens Park – Combo Field Improvements
3100 Bank Avenue
Mobile, Alabama 36617
PR-040-22

Figures Park:
The work of this contract consists of the demolition of an existing baseball field infield area and combo field areas, regraded and installing new sod, irrigation, foul poles, bases and a new batting cage.
Trinity Gardens Park:
The work of this contract consists of the demolition of an existing combo field area, regraded and installing new drainage, sod, irrigation, foul poles, bases and a new batting cage

The Architect:
(Name, legal status, address and other information)
Espalier, LLC
P.O. Box 1247
Fairhope, Alabama 36533

Architectural Engineering Department
P.O. Box 1827
Mobile, Alabama 36633-182702

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes:
(1702253411)

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. (See attachment Exhibit A).

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[X] A date set forth in a notice to proceed issued by the Owner.

(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[X] Not later than One Hundred and Eighty (180) calendar days from the date of the Notice to Proceed for commencement of the Work.

§ 3.3.2 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.
(Table deleted)
(Paragraph deleted)

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User Notes:
(1702253411)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Thirty Four Thousand (and 00/100 Dollars) ($ **234,000.00**) for Figures Park– Combo Field Improvements , and Six Hundred Three Thousand Nine Hundred (and 00/100 Dollars) ($ **603,900.00**) for Trinity Gardens Park – Combo Field Improvements, subject to additions and deductions as provided in the Contract Documents.

Figures Park
Base Bid: $219,000.00
Contingency Allowance: $15,000.00
Total Bid: $234,000.00

Trinity Park
Base Bid: $579,000.00
Contingency Allowance: $20,000.00
Additive Alternate #1: $4,900.00
Total Bid: $603,900.00

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Additive Alternate #1	$4,900.00

(Table deleted)
(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)
Contingency Allowance (Figures Park): Fifteen Thousand and 00/100 Dollars ($15,000.00)

Contingency Allowance (Trinity Park): Twenty Thousand and 00/100 Dollars ($20,000.00)

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in *(Table deleted)*
the form of a Change Order.
E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Trinity Gardens Park

Item	Units and Limitations	Price per Unit ($0.00)
1) Provide and Install on-site placement and compaction of soil (CuVFill), includes excavating or filling. Cut material will be placed elsewhere onsite or hauled off as required. Fill material will be from material onsite, and all other necessary construction	Cubic Yards – CY	$35.00

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components for installation.		
2) Unsuitable Soil Material - Cubic Yards In Place, includes excavation, haul off and disposal of unsuitable material.	Cubic Yards In Place – CYIP	$35.00
3) Structural Fill - Cubic Yards In Place, Provide and Install Imported Structural Fill, spread, compaction, and all other necessary construction components for installation.	Cubic Yards In Place – CYIP	$50.00
4) Provide and install Silt Fence Type A. Includes installation, removal, and all other necessary construction components for installation.	Linear Feet – LF	$4.50
5) Provide and install inlet protection. Includes installation, removal, and all other necessary construction components for installation.	Each – EA	$500.00
6) Provide and install wattles. Includes installation, removal, and all other necessary construction components for installation.	Each – EA	$100.00
7) Provide and install 12" HDPE drain pipe. Include excavation, fill, compaction, grading, disposal, placement, and all other necessary construction components for installation.	Linear Feet – LF	$80.00
8) Provide and Install 0'-4' Drop Inlet. Include excavation, fill, compaction, grading, disposal, placement, and all other necessary construction components for installation.	Each – EA	$8,000.00
9) Provide and install 6' Vinyl Chain Link Fence as specified. Include excavation, fill, compaction, grading, disposal, placement, footings, and all other necessary construction components for installation.	Linear Feet – LF	$55.00
10) Provide and install solid sod, Bermuda. Include grading, placement, and all other necessary construction components for installation.	Square Yard – SY	$6.15
11) Provide and install batting cage as specified. Include all materials and hardware, mounting, netting, excavation, fill, compaction, grading, concrete, reinforcement, disposal, placement, and all other necessary construction components for installation	Each – EA	$8,500.00

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12) Provide and install baseball foul poles as specified. Include excavation, fill, compaction, grading, concrete, engineering, reinforcement, disposal, placement, and all other necessary construction components for installation	Each – EA	$3,500.00
13) Provide and install yellow Saf-Top fence guard and all other necessary construction components for installation.	Linear Feet – LF	$10.00
14) Provide and install football goal posts as specified. Include all assembly, placement, & other necessary construction components for installation	Each – EA	$3,500.00

Figures Park

Item	Units and Limitations	Price per Unit ($0.00)
1)Provide and install Silt Fence Type A. Includes installation, removal, and all other necessary construction components for installation.	Linear Feet – LF	$4.50
2) Provide and install 4" concrete flatwork curb (sidewalks, etc) per detail. Include excavation, fill, compaction, grading, concrete, reinforcement, disposal, placement, and all other necessary construction components for installation	Square Feet – SF	$12.00
3) Provide and install solid sod, Bermuda. Include grading, placement, and all other necessary construction components for installation.	Square Yard – SY	$6.50
4) Provide and install batting cage as specified. Include all materials and hardware, mounting, netting, excavation, fill, compaction, grading, concrete, reinforcement, disposal, placement, and all other necessary construction components for installation	Each – EA	$8,500.00
5) Provide and install baseball foul poles as specified. Include excavation, fill, compaction, grading, concrete, engineering, reinforcement, disposal, placement, and all other necessary construction components for installation	Each – EA	$3,500.00
6) Provide and install turf rotor as specified. Include excavation, fill, compaction, grading, concrete, engineering, reinforcement,	Each – EA	$300.00

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disposal, placement, and all other necessary construction components for installation		
7) Provide and install irrigation control valve as specified. Include excavation, fill, compaction, grading, concrete, engineering, reinforcement, disposal, placement, and all other necessary construction components for installation	Each – EA	$500.00
8) Provide and install irrigation mainline as specified. Include excavation, fill, compaction, grading, concrete, engineering, reinforcement, disposal, placement, and all other necessary construction components for installation	Linear Feet - LF	$2,000.00
9) Provide and install scoreboard as specified. Include all materials, hardware, wiring and all other necessary construction components or installation.	Each – EA	$15,000.00

§ 4.5 Liquidated damages:
(Insert terms and conditions for liquidated damages, if any.)

A time charge equal to Two Hundred Fifty and 00/100 Dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Forty (40) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

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§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201, General Conditions of the Contract for Construction (including Owner's then current Modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified.

.3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2
(Paragraphs deleted)
Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

(Paragraphs deleted)

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§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

- Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
  a.) Contractor's Release or Waiver of Liens
  b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
- Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
- Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
- Any additional close out requirements per the contract documents; and
- Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Contractor name has completed the contract for Figures Park – Combo Field Improvements, 658 Donald Street C, Mobile, Alabama 36617, PR-066-22 and Trinity Gardens Park – Combo Field Improvements, 3100 Bank Avenue, Mobile, Alabama 36617, PR-040-22. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

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(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)
This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue of any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraphs deleted)
§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Director, REAM
P.O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Jonathan Aeiker, President
2759 Mill st.
Mobile AL, 36607
Jonathan@aeiker.com
251-259-7995

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§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:
The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
.4 Claims for damages insured by usual personal injury liability coverage;
.5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
.7 Claims for bodily injury or property damage arising out of completed operations; and
.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

.1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, Including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.

.2 Employee's Liability Insurance shall be provided for limits of liability not less than:

A.	Bodily Injury by Accident	$1,000,000 each accident
B.	Bodily Injury by Disease	$1,000,000 each employee
C.	Bodily Injury by Disease	$1,000,000 each policy

.3 United States Longshoreman's Harbor Worker's Act.

.4 Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.

.5 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property Damage	$1,000,000 each occurrence; or

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C. Bodily Injury and Property Damage — $1,000,000 combined single limit

.6 Such comprehensive policy shall include the following:

A. All liability of the Contractor, for the Contractor's Direct Operations.
B. Subcontractor's Operations.
C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
D. General Aggregate Limit of $2,000,000 shall apply on a "Per Project" Basis.
E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
F. Broad Form Property Damage Coverage, including Completed Operations.
G. Personal Injury Liability, with employee's exclusions removed.
H. Explosion and Collapse Hazard:
Included or X Not Applicable.
I. Underground Hazard:
Included or X Not Applicable.

.7 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property damage	$1,000,000 each occurrence; or,
C.	Bodily Injury and Property damage	$1,000,000 combined single limit

.8 Umbrella/Excess Liability: $2,000,000 combined single limit each occurrence for bodily injury and/or property damage

Verify Umbrella with PM

.9 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical

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loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.

D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

.10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

.11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

.12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

.13 "In Rem" endorsement.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

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The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:
Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.
6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6
(Paragraphs deleted)
Indemnification:
Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other provisions:

Contractor shall provide a minimum one (1) year warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 Force Majeure:
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then

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performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

(Paragraph deleted)

.2 AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

.3 Drawings

i) Figures Park

Number	Title	Date
1.0	Cover Sheet	September 18, 2023
	Survey	September 18, 2023
1.1	Existing Conditions / Demolition	September 10, 2023
1.2	Grading & Drainage Plan	September 18, 2023
C01	Erosion & Sediment Control Plan	September 18, 2023
C02	Construction Details	September 18, 2023
C03	Construction Details	September 18, 2023
C04	Field Layout Plan	September 10, 2023
L-1.2	Field Grading Plan	September 10, 2023
L-1.3	Field Irrigation Plan	September 10, 2023
L-1.4	Painting Plan	September 10, 2023
L-1.5	Field Details	September 10, 2023
L-5.0	Irrigation Details	September 10, 2023
L-5.1		

ii) Trinity Park

Number	Title	Date
1.0	Cover Sheet	September 10, 2023
1.1	Survey	September 18, 2023
1.2	Existing Conditions / Demolition	September 10, 2023
C01	Erosion & Sediment Control Plan	September 18, 2023
C02	Construction Details	September 18, 2023
C03	Civil Details	September 18, 2023
C04	Civil Details	September 18, 2023
L-1.2	Field Layout Plan	September 10, 2023
L-1.3	Infield Enlargement	September 10, 2023
L-2.0	Irrigation Plan	September 10, 2023
L-5.0	Irrigation Details	September 10, 2023
L-5.1	Field Details	September 10, 2023

.4 Specifications

Section	Title	Date
DIVISION 1	**General Requirements**	September 10, 2023
Section 01010	Summary of the Work	September 10, 2023
Section 01210	Allowances	September 10, 2023
Section 01220	Unit Prices	September 10, 2023
Section 01310	Project Management & Coordination	September 10, 2023
Section 01320	Construction Progress Documentation	September 10, 2023
Section 01330	Submittal Procedures	September 10, 2023
Section 01600	Product Requirements	September 10, 2023

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Section 01700	Execution Requirements	September 10, 2023
Section 01710	Closeout Procedures	September 10, 2023
Section 017839	Project Record Documents	September 10, 2023
Section 017823	Operation and Maintenance Data	September 10, 2023

i) Figures Park

Section	Title	Date
DIVISION 02:	**SITE CONSTRUCTION**	September 10, 2023
Section 02230	Site Clearing	September 10, 2023
Section 02300	Earthwork	September 10, 2023
Section 024100	Site Demolition	September 10, 2023
DIVISION 03	**CONCRETE**	September 10, 2023
Section 033000	Cast in Place Concrete Structural Concrete	September 10, 2023
DIVISION 11:	**EQUIPMENT**	September 10, 2023
Section 116833	Athletic Field Equipment	September 10, 2023
DIVISION 32:	**EXTERIOR IMPROVEMENTS**	September 10, 2023
Section 321313	Cement Concrete Pavement	September 10, 2023
Section 328400	Playing Field Irrigation	September 10, 2023
Section 329100	Playing Field Construction	September 10, 2023
Section 329113	Soil Preparation	September 10, 2023
Section 329200	Playing Field Sodding	September 10, 2023

ii) Trinity Park

Section	Title	Date
DIVISION 02:	**SITE CONSTRUCTION**	September 10, 2023
Section 02230	Site Clearing	September 10, 2023
Section 02300	Earthwork	September 10, 2023
Section 024100	Site Demolition	September 10, 2023
Section 02630	Storm Drainage	September 10, 2023
DIVISION 03:	**CONCRETE**	September 10, 2023
Section 033000	Cast in Place Concrete Structural Concrete	September 10, 2023
DIVISION 11:	**EQUIPMENT**	September 10, 2023
Section 116833	Athletic Field Equipment	September 10, 2023
DIVISION 32:	**EXTERIOR IMPROVEMENTS**	September 10, 2023
Section 323113	Chain Link Fence & Gates	September 10, 2023
Section 328400	Playing Field Irrigation	September 10, 2023
Section 329100	Playing Field Construction	September 10, 2023
Section 329113	Soil Preparation	September 10, 2023
Section 329200	Playing Field Sodding	September 10, 2023

.5 Addenda, if any:

Number	Date
Addendum # 1	09/18/2023

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

(Paragraph deleted)

.6 Other Exhibits:

(Paragraphs deleted)

§ 9.2

(Paragraph deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

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§ 9.2.1 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

BIDDING AND CONTRACT REQUIREMENTS

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders-AIA Document A701-2018
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form – Figures Park
	Bid Form – Trinity Park
	Accounting of Sales Tax Form C-3A – Figures Park
	Accounting of Sales Tax Form C-3A – Trinity Park
	Office of Supplier Diversity Subcontracting and Major Supplier Plan – Figures Park
	Office of Supplier Diversity Subcontracting and Major Supplier Plan – Trinity Park
Section 00500	Standard Form of Agreement Between Owner and Contractor AIA Document A101
Section 00600	Bonds, Certificates and Affidavits
	Performance Bond
	Labor and Material Payment Bond
	E-Verify Documentation (Sample)
	Application and Certificate for Payment-AIA Document G702and G703 with DBE Utilization Report
	Certificate of Substantial Completion-AIA Document G704
	Contractor's Affidavit of Payment of Debts and Claims-AIA Document G706
	Contractor's Affidavit of Release of Liens-AIA Document G706A
	Consent of Surety to Final Payment-AIA Document G707
	Request for Taxpayer Identification Number and Certification W9 Tax Form and City of Mobile Vendor Information Form
Section 00700	General Conditions of the Contract for Construction-AIA Document A201

§ 9.2.2 Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm water Management and Flood Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

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

§ 9.2.4 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of

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this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

§ 9.2.6 Severability Clause:
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

§ 9.2.7 Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

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This Agreement entered into as of the day and year first written above.

Owner: City of Mobile

Legal Name of Party to Contract:
Contractor: Aeiker Construction Corporation

OWNER *(Signature)*

CONTRACTOR *(By Signature)*

William S. Stimpson, Mayor
(Rows deleted)
(Printed name and title)

Jonathan Aeiker, President
(Printed name and title)

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Jonathan Aeiker as President of Aeiker Construction Corporation and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 31st day of October, 2023.

Terri B. Howard
NOTARY PUBLIC
My Commission Expires: 6/13/27

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EXHIBIT A
SCOPE OF WORK

FIGURES PARK – COMBO FIELD IMPROVEMENTS

Project #CN-066-22

The work of this contract consists of the demolition of an existing baseball field infield area, regraded and installing new sod, irrigation, foul poles, bases and a new batting cage.

TRINITY GARDENS PARK – COMBO FIELD IMPROVEMENTS

Project #CN-066-22

The work of this contract consists of the demolition of an existing combo field area, regraded and installing new drainage, sod, irrigation, foul poles, bases and a new batting cage.

END OF SCOPE OF WORK

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, **Aeiker Construction Corporation, 2759 Mill Street Mobile, AL 36607** hereinafter called the Principal, and Fidelity and Deposit Company of Maryland, 1299 Zurich Way, Schamburg, IL 60196 hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum Six Hundred Three Thousand Nine Hundred and 00/100 Dollars ($603,900.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2023 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete City of Mobile, Trinity Gardens Park – Combo Field Improvements (PR-040-22) 3100 Bank Avenue, Mobile, Alabama, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 31st day of October, 2023.

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: Jonathan Aeiker, President

SURETY

Company: FIDELITY AND DEPOSIT COMPANY OF MARYLAND
(Corporate Seal)

By: O. M. OTTS IV
(Signature)

Name and Title: O. M. Otts, IV, Attorney-in-fact

Resident Agent: O. M. OTTS IV
(Signature)

Name and Title: O. M. Otts, IV, Producer

Company Name: Lyon Fry Cadden Insurance, A Higginbotham Partner

Address: 3212 Midtown Park South
Mobile, AL 36606

Phone and Fax: 251-473-4600 / 251-450-0032

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **W. E. CADDEN, Katherine GILMORE, J. William GOODLOE, III, O. M. OTTS, IV, Brittany B. PARTIN, Erling RIIS, III, Charlene C. STOUT and Rebecca A. WARD, of Mobile, Alabama, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 24th day of October, A.D. 2023.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 24th day of October A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 31st day of October, 2023.

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Bond # PRF9419198
Trinity Gardens Park- Combo Field Improvements
Job #: PR-040-22

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Aeiker Construction Corporation, 2759 Mill Street Mobile, AL 36607, as Principal, and Fidelity and Deposit Company of Maryland, 1299 Zurich Way, Schaumburg, IL 60196, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum Six Hundred Three Thousand Nine Hundred and 00/100 Dollars ($603,900.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2021 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete City of Mobile, Trinity Gardens Park – Combo Field Improvements (PR-040-22) 3100 Bank Avenue, Mobile, Alabama, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED,** however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint O. M. Otts, IV, **Attorney-In-Fact,** as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 31st day of October, 2023

CONTRACTOR AS PRINCIPAL
Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: Jonathan Aeiker, President

SURETY
Company: FIDELITY AND DEPOSIT COMPANY OF MARYLAND
(Corporate Seal)

By: O. M. OTTS IV
(Signature)

Name and Title: O. M. Otts, IV, Attorney-in-fact

Resident Agent: O. M. OTTS IV
(Signature)

Name and Title: O. M. Otts, IV, Producer
Company Name: Lyon Fry Cadden Insurance, A Higginbotham Partner
Address: 3212 Midtown Park South
Mobile, AL 36606
Phone and Fax: 251-473-4600 / 251-450-0032

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **W. E. CADDEN, Katherine GILMORE, J. William GOODLOE, III, O. M. OTTS, IV, Brittany B. PARTIN, Erling RIIS, III, Charlene C. STOUT and Rebecca A. WARD, of Mobile, Alabama, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 24th day of October, A.D. 2023.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 24th day of October A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 31st day of October, 2023.

SEAL SEAL SEAL

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Bond # PRF9419197
Figures Park- Combo Field Improvements
Job #: PR-066-22

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Aeiker Construction Corporation, 2759 Mill Street Mobile, AL 36607 hereinafter called the Principal, and Fidelity and Deposit Company of Maryland, 1299 Zurich Way, Schamburg, IL 60196, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of Two Hundred Thirty Four Thousand and 00/100 Dollars ($234,000.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2023 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete City of Mobile, Figures Park – Combo Field Improvements (PR-066-22) 658 Donald Street C, Mobile, Alabama, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 31st day of October, 2023.

CONTRACTOR AS PRINCIPAL
Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: Jonathan Aeiker, President

SURETY
Company: FIDELITY AND DEPOSIT COMPANY OF MARYLAND
(Corporate Seal)

By: O. M. OTTS IV
(Signature)

Name and Title: O. M. Otts, IV, Attorney-in-fact

Resident Agent: O. M. OTTS IV
(Signature)

Name and Title: O. M. Otts, IV, Producer
Company Name: Lyon Fry Cadden Insurance, A Higginbotham Partner
Address: 3212 Midtown Park South
Mobile, AL 36606
Phone and Fax: 251-473-4600 / 251-450-0032

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **W. E. CADDEN, Katherine GILMORE, J. William GOODLOE, III, O. M. OTTS, IV, Brittany B. PARTIN, Erling RIIS, III, Charlene C. STOUT and Rebecca A. WARD, of Mobile, Alabama, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 24th day of October, A.D. 2023.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 24th day of October A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 31st day of October, 2023.

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Bond # PRF9419197
Figures Park- Combo Field Improvements
Job #: PR-066-22

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Aeiker Construction Corporation, 2759 Mill Street Mobile, AL 36607, as Principal, and Fidelity and Deposit Company of Maryland, 1299 Zurich Way, Schaumburg, IL 60196, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of Two Hundred Thirty Four Thousand and 00/100 Dollars ($234,000.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2021 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete City of Mobile, Figures Park – Combo Field Improvements (PR-066-22) 658 Donald Street C, Mobile, Alabama,, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED,** however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint O. M. Otts, IV, **Attorney-In-Fact,** as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 31st day of October, 2023

CONTRACTOR AS PRINCIPAL
Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: Jonathan Aeiker, President

SURETY
Company: FIDELITY AND DEPOSIT COMPANY OF MARYLAND
(Corporate Seal)

By: O. M. OTTS IV
(Signature)

Name and Title: O. M. Otts, IV, Attorney-in-fact

Resident Agent: O. M. OTTS IV
(Signature)

Name and Title: O. M. Otts, IV, Producer
Company Name: Lyon Fry Cadden Insurance, A Higginbotham Partner
Address: 3212 Midtown Park South
Mobile, AL 36606
Phone and Fax: 251-473-4600 / 251-450-0032

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 31st day of October, 2023.

SEAL SEAL SEAL

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

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800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **W. E. CADDEN, Katherine GILMORE, J. William GOODLOE, III, O. M. OTTS, IV, Brittany B. PARTIN, Erling RIIS, III, Charlene C. STOUT and Rebecca A. WARD, of Mobile, Alabama, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 24th day of October, A.D. 2023.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 24th day of October A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

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

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1)**, you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on **Form 2** will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Aeiker Construction Corporation
Address	2759 Mill st Mobile AL 36607
Telephone	251 259 7995
E-Mail	Jonathan@aeiker.com

RFP/RFQ Solicitation Number	PR-040-22
Project Description	Trinity Park Combo Field Improvements
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 26 Female 2 Minority 26 Non-minority 2 Vets 0 Total #of Employees 28

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jonathan Aeiker

Signature: _____ Date: 9/27/23

Title: President

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Jonathan Aeiker Title: President

E-mail:_ Phone: Jonathan@aeiker.com

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # PR-040-22 Your Bid/Proposal Amount $ 600,000.00 Date: 9 / 27 / 23

Description Trinity Park Combo Field Improvements

Name of Bidder/Proposer: Heiker Construction Corporation

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
Strather Recreation		SOD material & Sports Material	100,000	16.67%	Yes	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Aeiker Construction Corporation

Contact Person: Jonathan Aeiker Phone 251 259 7995 Email JonathanCaeiker.com

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

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

X		**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
X		**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
X		**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
X		**CONTRACT RECORDS:** The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

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

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

Suggestions or comments to improve this program. _____

_____

Alabama Secretary of State

Aeiker Construction Corporation	
Entity ID Number	000 - 034 - 837
Entity Type	Domestic Corporation
Principal Address	3109 MARCIA DRIVE MOBILE, AL 36605
Principal Mailing Address	3109 MARCIA DRIVE MOBILE, AL 36605
Status	Exists
Place of Formation	Mobile County
Formation Date	12/27/2011
Registered Agent Name	AEIKER, JONATHAN D
Registered Office Street Address	3109 MARCIA DRIVE MOBILE, AL 36605
Registered Office Mailing Address	3109 MARCIA DRIVE MOBILE, AL 36605
Nature of Business	CONSTRUCTION
Capital Authorized	1,000
Capital Paid In	
Directors	
Director Name	AEIKER, JONATHAN DAVID
Director Street Address	3109 MARCIA DRIVE MOBILE, AL 36605
Director Mailing Address	3109 MARCIA DRIVE MOBILE, AL 36605
Incorporators	
Incorporator Name	AEIKER, JONATHAN D
Incorporator Street Address	3109 MARCIA DRIVE MOBILE, AL 36605
Incorporator Mailing Address	3109 MARCIA DRIVE MOBILE, AL 36605
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	2012 2013 2014 2015 2016 2017 2018 2019 2020 2021
Scanned Documents	

Aeiker Construction Corporation	
Document Date / Type / Pages	12/30/2011 Certificate of Formation 4 pgs.

Browse Results | New Search

E-Verify

Company ID Number: 617526

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer **Aeiker Construction Corporation**	
Jonathan Aeiker Name (Please Type or Print)	Title
Electronically Signed Signature	**11/14/2012** Date

Department of Homeland Security – Verification Division	
USCIS Verification Division Name (Please Type or Print)	Title
Electronically Signed Signature	**11/14/2012** Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	**Aeiker Construction Corporation**
Company Facility Address:	**3109 Marcia Drive**
	Mobile, AL 36605
Company Alternate Address:	
County or Parish:	**MOBILE**
Employer Identification Number:	**454170601**

E-Verify

Company ID Number: 617526

North American Industry Classification Systems Code:	236
Administrator:	Aeiker Construction Corporation
Number of Employees:	1 to 4
Number of Sites Verified for:	1

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

- ALABAMA 1 site(s)

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

Name: Jonathan D Aeiker
Telephone Number: (251) 259 - 2951 Fax Number:
E-mail Address: jonathan@aeikerconstruction.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/31/2023

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 Higginbotham Insurance Agency, Inc. 3212 Midtown Park S Mobile AL 36606 License#: 2081754 AEIKCON-01	CONTACT NAME: Brittany Partin PHONE (A/C, No, Ext): 251-410-8236 FAX (A/C, No): E-MAIL ADDRESS: BPartin@higginbotham.net
INSURED Aeiker Construction Corporation 2759 Mill St Mobile AL 36607	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Middlesex Insurance Company — 23434 INSURER B : Alabama Home Builers Self Insurance Fund INSURER C : Safety National Casualty Corporation — 15105 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 2028497878 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	A0095796002	1/1/2023	1/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	A0095796001	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0	Y	Y	A0095796003	1/1/2023	1/1/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
B C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) N/A If yes, describe under DESCRIPTION OF OPERATIONS below		Y	30875 SP4065837	1/1/2023 1/1/2023	1/1/2024 1/1/2024	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)

Job #: PR-040-22, Trinity Gardens Park- Combo Field Improvements

Complete Certificate Holder:
"City of Mobile, P. O. Box 1827, Mobile, AL 36633 (Owner); Espalier, LLC, P. O. Box 1247, Fairhope, AL 36533 (Architect); and City of Mobile Architectural Engineering Department, P. O. Box 1827, Mobile, AL 36633 (Architect)"

Certificate Holder is included as an additional insured in respect to General Liability, Auto Liability and Umbrella Liability. All policies except Workers Compensation shall be Primary and Non-Contributory with any other insurance in force or which may be purchased by additional insured. Waiver of
See Attached...

CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile AL 36602
United States

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: AEIKCON-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Higginbotham Insurance Agency, Inc.	Aeiker Construction Corporation 2759 Mill St Mobile AL 36607
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

Subrogation applies in favor of the Certificate Holder with respect to General Liability, Auto Liability and Umbrella Liability. A 30-Day Notice of Cancellation applies except 10 days for non-pay.

Workers' Compensation: By waiving subrogation, the employer and servicing agent may still receive reimbursement from the lawsuit or claim of the injured individual; however, the employer and servicing agent may not file claim or a lawsuit against City of Mobile.

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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 10/30/2023

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY PHONE (A/C, No, Ext): +1 251 473 4600 LYON FRY CADDEN PO BOX 160927 MOBILE, AL 36616-1927	**COMPANY** American Zurich Insurance Company
FAX (A/C, No): +1 251 450 0032 E-MAIL ADDRESS: chockman@higginbotham.net	
CODE: 02046936 SUB CODE:	
AGENCY CUSTOMER ID #:	
INSURED Aeiker Construction Corporation 2759 Mill Street Mobile, AL 36607	LOAN NUMBER POLICY NUMBER: BR74211655 EFFECTIVE DATE: 11/15/2023 EXPIRATION DATE: 11/15/2024 CONTINUED UNTIL TERMINATED IF CHECKED ☐ THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION

3100 Bank Ave.
Mobile, AL 36617

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builders Risk Coverage Form		$2,500
Total Completed Project Value	$604,000	

REMARKS (Including Special Conditions)

Wind Deductible 3%

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.

ADDITIONAL INTEREST

NAME AND ADDRESS		
City of Mobile P. O. Box 1827 Mobile, AL 36633-1827	☐ MORTGAGEE ☐ LOSS PAYEE	☒ ADDITIONAL INSURED
	LOAN #	
	AUTHORIZED REPRESENTATIVE	

ACORD 27 (2009/12)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/31/2023

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
Higginbotham Insurance Agency, Inc.
3212 Midtown Park S
Mobile AL 36606
License#: 2081754

CONTACT NAME: Brittany Partin
PHONE (A/C, No, Ext): 251-410-8236 FAX (A/C, No):
E-MAIL ADDRESS: BPartin@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Middlesex Insurance Company	23434
INSURER B : Alabama Home Builers Self Insurance Fund	
INSURER C : Safety National Casualty Corporation	15105
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Aeiker Construction Corporation
2759 Mill St
Mobile AL 36607
AEIKCON-01

COVERAGES **CERTIFICATE NUMBER:** 1743816131 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	A0095796002	1/1/2023	1/1/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X Contractual						MED EXP (Any one person)	$ 5,000
	Liability						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y	Y	A0095796001	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR	Y	Y	A0095796003	1/1/2023	1/1/2024	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0							$
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		Y	30875 SP4065837	1/1/2023 1/1/2023	1/1/2024 1/1/2024	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Job #: PR-066-22, Figures Park- Combo Field Improvements

Complete Certificate Holder:
"City of Mobile, P. O. Box 1827, Mobile, AL 36633 (Owner); Espalier, LLC, P. O. Box 1247, Fairhope, AL 36533 (Architect); and City of Mobile Architectural Engineering Department, P. O. Box 1827, Mobile, AL 36633 (Architect)"

Certificate Holder is included as an additional insured in respect to General Liability, Auto Liability and Umbrella Liability. All policies except Workers Compensation shall be Primary and Non-Contributory with any other insurance in force or which may be purchased by additional insured. Waiver of
See Attached...

CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile AL 36633-1827
United States

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: AEIKCON-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Higginbotham Insurance Agency, Inc.	Aeiker Construction Corporation 2759 Mill St Mobile AL 36607
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

Subrogation applies in favor of the Certificate Holder with respect to General Liability, Auto Liability and Umbrella Liability. A 30-Day Notice of Cancellation applies except 10 days for non-pay.

Workers' Compensation: By waiving subrogation, the employer and servicing agent may still receive reimbursement from the lawsuit or claim of the injured individual; however, the employer and servicing agent may not file claim or a lawsuit against City of Mobile.

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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 10/30/2023

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY — PHONE (A/C, No, Ext): +1 251 473 4600

LYON FRY CADDEN
PO BOX 160927
MOBILE, AL 36616-1927

FAX (A/C, No): +1 251 450 0032 — E-MAIL ADDRESS: chockman@higginbotham.net

CODE: 02046936 — SUB CODE:

AGENCY CUSTOMER ID #:

COMPANY

American Zurich Insurance Company

INSURED

Aelker Construction Corporation
2759 Mill Street
Mobile, AL 36607

LOAN NUMBER

POLICY NUMBER: BR74211616

EFFECTIVE DATE	EXPIRATION DATE	CONTINUED UNTIL TERMINATED IF CHECKED
11/15/2023	11/15/2024	☐

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION

658 Donald Street C.
Mobile, AL 36617

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builders Risk Coverage Form		$1,000
Total Completed Project Value	$234,000	

REMARKS (Including Special Conditions)

Wind Deductible 3%

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.

ADDITIONAL INTEREST

NAME AND ADDRESS

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

☐ MORTGAGEE ☐ LOSS PAYEE ☒ ADDITIONAL INSURED

LOAN #

AUTHORIZED REPRESENTATIVE

ACORD 27 (2009/12)

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AGENDA ITEM SUMMARY SHEET

Agenda of:11/21/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Penn and Mayor Stimpson

Purpose and Scope of Project:

The work of this contract consists of drainage improvements, new playground installation, walking trail, and parking. Purchase of playground to be made seperately.

Amount of Contract:

$358,000.00

Funding Source

Project # Mill Street Park - Drainage and Playground Improvements PR-082-21	**Discretionary Funds**
Project String C0595 Mill Street Park - Drainage and Playground Improvements (20002000-48010)	**Contract Number:**
Budget Amendment	**REDUCE** **INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
PR-082-21 routing package	Cover Memo	11/6/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	11/7/2023 - 9:45 AM
Capital	Hollins, Tiffany	Approved	11/8/2023 - 10:56 AM
Legal	Kern, Chris	Approved	11/16/2023 - 10:25 AM
Mayors			11/16/2023 -

Office	Montgomery, Brandi	Approved	2:38 PM

RESOLUTION

2023

Sponsored by:
Mayor William S. Stimpson and Councilmember Cory Penn

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:	HARRIS CONTRACTING SERVICES, INC.
Project Name:	Mill Street Park - Drainage and Playground Improvements
Project Number:	PR-082-21
Amount:	$358,000.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Mill Street Park - Drainage and Playground Improvements

CAPITAL PROJECT #: C0595 (20002000-48010)

CONTRACT AMOUNT: $358,000.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-082-21

PROJECT DESCRIPTION: The work of this contract consists of drainage improvements, new playground, walking trail, and parking.

VENDOR NAME: Harris Contracting Services, Inc.

VENDOR NUMBER: 293714

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N ___ ; 5% of the 1st 50% X or

If different, indicate special rate_____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

****General Construction requires Change Order for 10% overages.***

Prepared by: Emma Dean – Office Assistant I **Date:** 11/06/2023

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

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

and the Contractor:
(Name, legal status, address and other information)

Harris Contracting Services, Inc.
117 Norton Ave
Saraland, AL 36571
City of Mobile Business License Number: 103178
Secretary of State Registration Number: 000-338-516

for the following Project:
(Name, location and detailed description)

Mill Street Park – Drainage and Playground Improvements
2665 Mill Street
Mobile, Alabama 36633
PR-082-21
To provide and install drainage, a new playground, walking trail and new parking.

The Architect:
(Name, legal status, address and other information)

Architectural Engineering Department
P.O. Box 1827
Mobile, Alabama 36633-182702

Lieb Engineering Company, LLC
1209 Main Street, Suite E
Fairhope, Alabama 36526

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

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2 THE WORK OF THIS CONTRACT

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7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. (See attachment Exhibit A).

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[X] A date set forth in a notice to proceed issued by the Owner.
(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[X] Not later than one hundred eighty (180) calendar days from the date of the Notice to Proceed for commencement of the Work.

§ 3.3.2 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.
(Table deleted)
(Paragraph deleted)

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ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Hundred Fifty-Eight Thousand and 00/100 ($ 358,000.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid: $295,000.00
Contingency Allowance: $15,000.00
Total Bid: $310,000.00
Alternate #1: $48,000.00

Total Contract Sum: $358,000.00

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Additive Alternate #1 – New Parking	$48,000.00

(Table deleted)
(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)
Contingency Allowance: Fifteen Thousand and 00/100 ($15,000.00)

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or
(Table deleted)
undertaking work.
D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
Unit Price #1: +6Provide and install 4" thick X 1 foot X 6 feet welded wire reinforced concrete sidewalk, broom finished per specifications. Include excavation, fill, compaction, grading, disposal, formwork, reinforcement, placement, curing, sealant and all other necessary construction components for installation	LF	$9.00
Unit Price #2: Demolish and properly dispose offsite existing concrete flatwork (sidewalks) as specified on drawings. Include excavation, sawing, jack hammering, loading, haul off site, and proper disposal.	SF	$5.00
Unit Price #3: Provide and install 8" HDPE drain pipe. Include excavation, fill, compaction, grading, disposal, placement, and all other	LF	$32.00

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necessary construction components for installation.		
Unit Price #4: Provide and install12" HDPE drain pipe. Include excavation, fill, compaction, grading, disposal, placement, and all other necessary construction components for installation.	LF	$35.00
Unit Price #5: Provide and install15" HDPE drain pipe. Include excavation, fill, compaction, grading, disposal, placement, and all other necessary construction components for installation.	LF	$40.00
Unit Price #6: Provide and install 6' Vinyl Chain Link Fence as specified. Include excavation, fill, compaction, grading, disposal, placement, footings, and all other necessary construction components for installation.	LF	$35.00
Unit Price #7: Provide and install solid sod, Centipede. Include grading, placement, and all other necessary construction components for installation.	SY	$12.00
Unit Price #8: Provide and install one (1) bench, with back and armrest, surface mounted to a new concrete, per the specifications. Include placement, fasteners and all other necessary construction components for installation.	EA	$2,600.00
Unit Price #9: Provide and install poured-in-place surfacing including the base and all materials and equipment required, per the specifications. Include placement and all other necessary construction components for installation.	SF	$30.00

§ 4.5 Liquidated damages:
(Insert terms and conditions for liquidated damages, if any.)

A time charge equal to Two Hundred Fifty and 00/100 Dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

(Paragraphs deleted)

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Forty (40) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201, General Conditions of the Contract for Construction (including Owner's then current Modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified.

.3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

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Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2
(Paragraphs deleted)
Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

(Paragraphs deleted)
§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment
§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:
•Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
a.) Contractor's Release or Waiver of Liens
b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
•Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
•Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
•Any additional close out requirements per the contract documents; and
•Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the

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notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Harris Contracting Services, Inc. has completed the contract for PR-082-21 Mill Street Park – Drainage and Playground Improvements, 2665 Mill Street. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)
This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue of any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraphs deleted)
§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract

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Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Director, REAM
P.O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Brian Harris, President
Harris contracting Services, Inc.
117 Norton Ave
Saraland, AL 36571
Brian@harriscontractingservices.com
251-377-3132

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds
§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:
The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
.4 Claims for damages insured by usual personal injury liability coverage;
.5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
.7 Claims for bodily injury or property damage arising out of completed operations; and
.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

.1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, Including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.

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.2 Employee's Liability Insurance shall be provided for limits of liability not less than:

A.	Bodily Injury by Accident	$1,000,000 each accident
B.	Bodily Injury by Disease	$1,000,000 each employee
C.	Bodily Injury by Disease	$1,000,000 each policy

.3 United States Longshoreman's Harbor Worker's Act.

.4 Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.

.5 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property Damage	$1,000,000 each occurrence; or
C.	Bodily Injury and Property Damage	$1,000,000 combined single limit

.6 Such comprehensive policy shall include the following:

A. All liability of the Contractor, for the Contractor's Direct Operations.
B. Subcontractor's Operations.
C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
D. General Aggregate Limit of $2,000,000 shall apply on a "Per Project" Basis.
E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
F. Broad Form Property Damage Coverage, including Completed Operations.
G. Personal Injury Liability, with employee's exclusions removed.
H. Explosion and Collapse Hazard:
Included or X Not Applicable.
I. Underground Hazard:
Included or X Not Applicable.

.7 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property damage	$1,000,000 each occurrence; or,
C.	Bodily Injury and Property damage	$1,000,000 combined single limit

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.8 Umbrella/Excess Liability: $2,000,000 combined single limit each occurrence for bodily injury and/or property damage

.9 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.

D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

.10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

.11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

.12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

.13 "In Rem" endorsement.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and

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termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:
Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.
6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6
(Paragraphs deleted)
Indemnification:

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Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other provisions:

Contractor shall provide a minimum two (2) years warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 Force Majeure:
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

(Paragraph deleted)

.2 AIA Document A201, General Conditions of the Contract for

(Paragraphs deleted)

Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraph deleted)

.3 Drawings

Number	Title	Date
C1.0	Civil Notes	October 16, 2023
C2.0	Civil Notes	October 16, 2023
C3.0	Existing Conditions: Demolition Plan	October 16, 2023
C4.0	Site Plan	October 16, 2023
C5.0	Grading, Drainage Erosion Control Plan	October 16, 2023
C6.0	Civil Details	October 16, 2023
LH100	Site Plan: Details	October 16, 2023

.4 Specifications

Section	Title	Date
DIVISION 1	**GENERAL REQUIREMENTS**	October 18, 2023
Section 01010	Summary of Work	October 18, 2023
Section 01210	Allowances	October 18, 2023
Section 01220	Unit Prices	October 18, 2023
Section 01310	Project Management & Co-ordination	October 18, 2023
Section 01320	Construction Progress Documentation	October 18, 2023
Section 01330	Submittal Procedures	October 18, 2023
Section 01635	Substitution Procedures	October 18, 2023

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Section 01700	Execution Requirements	October 18, 2023
Section 01770	Close out Procedures	October 18, 2023
Section 017839	Project Record Documents	October 18, 2023
DIVISION 2	**SITEWORK**	October 18, 2023
Section 024118	Earth Moving	October 18, 2023
Section 024199	Excavation Support and Protection	October 18, 2023
Section 02900	Landscaping	October 18, 2023
DIVISION 3	**CONCRETE**	October 18, 2023
Section 030000	Cast-in-Place Concrete	October 18, 2023
DIVISION 11	**EQUIPMENT**	October 18, 2023
Section 111613	Playground Protective Surfacing	October 18, 2023
Section 112870	Site Furnishing	October 18, 2023
Section 116813	Playground Equipment	October 18, 2023
DIVISION 32	**EXTERIOR IMPROVEMENTS**	October 18, 2023
Section 329000	Topsoil, Ground Preparation and Turfing	October 18, 2023

.5 Addenda, if any:

Number	Date
Addendum No. 1	October 11, 2023
Addendum No. 2	October 16, 2023

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

(Paragraph deleted)

.6 Other Exhibits:

(Paragraphs deleted)

§ 9.2

(Paragraph deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

BIDDING AND CONTRACT REQUIREMENTS

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders-AIA Document A701-2018
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Accounting of Sales Tax Form C-3A

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	Office of Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor AIA Document A101
Section 00600	Bonds, Certificates and Affidavits Performance Bond Labor and Material Payment Bond E-Verify Documentation (Sample) Application and Certificate for Payment-AIA Document G702and G703 with DBE Utilization Report Certificate of Substantial Completion-AIA Document G704 Contractor's Affidavit of Payment of Debts and Claims- AIA Document G706 Contractor's Affidavit of Release of Liens-AIA Document G706A Consent of Surety to Final Payment-AIA Document G707 Request for Taxpayer Identification Number and Certification W9 Tax Form and City of Mobile Vendor Information Form
Section 00700	General Conditions of the Contract for Construction- AIA Document A201

§ 9.2.2 Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm water Management and Flood Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

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

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

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

§ 9.2.6 Severability Clause:
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

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§ 9.2.7 Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

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This Agreement entered into as of the day and year first written above.

Owner: City of Mobile

Legal Name of Party to Contract:
Contractor: Harris Contracting Services Inc

OWNER *(Signature)*

CONTRACTOR *(By Signature)*

William S. Stimpson, Mayor
(Rows deleted)
(Printed name and title)

Brian Harris, President
(Printed name and title)

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Brian Harris as President of Harris Contracting Services, Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 1 day of November, 2023.

NOTARY PUBLIC
My Commission Expires: 4/1/27

CHRISTINA LEBLANC NOTARY PUBLIC STATE OF ALABAMA

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EXHIBIT A
SCOPE OF WORK

MILL STREET PARK

DRAINAGE AND PLAYGROUND IMPROVEMENTS

Project #PR-082-21

The work of this contract consists of improved drainage, walking trail, new playground, and parking.

END OF SCOPE OF WORK

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Harris Contracting Services, Inc. 117 Norton Ave, Saraland, AL 36571, hereinafter called the Principal, and Granite Re, Inc., hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of Three Hundred Fifty-Eight Thousand and 00/100 ($358,000.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2023 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete Mill Street Park – Drainage and Playground Improvements (PR-082-21) 2665 Mill Street, Mobile, Alabama, 36633 a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 1 day of November, 2023.

CONTRACTOR AS PRINCIPAL
Company: Harris Contracting Services, Inc.
(Corporate Seal)

By: _____
(Signature)
Name and Title: Brian Harris President

SURETY
Company: Granite Re, Inc.
(Corporate Seal)

By: _____
(Signature)
Name and Title: Thomas J. Bole, Attorney-in-Fact

Resident Agent: _____
(Signature)
Name and Title: Brian Harris President
Company Name: Harris Contract Service
Address: 5413 Lott Rd
Eight Mile AL 36613
Phone and Fax: 251-377-3152

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor Harris Contracting Services, Inc. 117 Norton Ave, Saraland, AL 36571, as Principal, and Granite Re, Inc., as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of Three Hundred Fifty-Eight Thousand and 00/100 ($358,000.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2023 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Mill Street Park – Drainage and Playground Improvements (PR-082-21) 2665 Mill Street, Mobile, Alabama, 36633, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED,** however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint Thomas J. Bole **Attorney-In-Fact,** as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 1 day of November 2023

CONTRACTOR AS PRINCIPAL
Company: Harris Contracting Services, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Brian Harris President

SURETY
Company: Granite Re, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Thomas J. Bole, Attorney-in-Fact

Resident Agent: _____
(Signature)

Name and Title: _____
Company Name: _____
Address: _____
Phone and Fax: _____

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

THOMAS J. BOLE; SHARON E. GRIFFITH; GREGG A. TATUM; GRANTLAND RICE, III its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

THOMAS J. BOLE; SHARON E. GRIFFITH; GREGG A. TATUM; GRANTLAND RICE, III may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620

Notary Public

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this _____ day of _____, 20____.

Kyle P. McDonald, Assistant Secretary

GR0800-1

EXHIBIT 3

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

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

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

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

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

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

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	Harris Contracting Services Inc
Address	117 Norton Ave Saraland , Al 36571
Telephone	251-377-3132
E-Mail	brian@harriscontractingservices.com

RFP/RFQ Solicitation Number	PR-082-21
Project Description	mill St. drainage + playground improvements
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male X Female X Minority X Non-minority X SDVO X Total #of Employees 25

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Brian Harris

Signature: _____ Date: 10/17/2023

Title: President

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Brian Harris Title: President

Email: brian@harriscontractingservices.com Phone: 251-377-3132

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company Harris Contracting Services, Inc. Your Bid/Proposal Amount $_____ Date: 10/16/2023

___/___/___ Description mill St. - Park drainage and playground

Name of Bidder/Proposer: Harris Contracting Services, Inc.

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
Structure Recreation		Playground Install	135,000.00	45%	Yes	
Helping hands		Labor	7,000.00	2.1%	Yes	
Gulf Coast Asphalt		Type text here Asphalt 86,000	~~36,000.00~~	7.2%	Yes	
Leblanc Construction LLC		Concrete	~~24~~,000.00	~~2~~7%	Yes	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Harris Contracting Services, Inc.

Contact Person: Brian Harris Phone 251-374-3132 Email Brian@HarrisContractingServices.com

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

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

CONTRACT RECORDS:

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

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

Section 2(B)

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

Harris Contracting Services, Inc.	
Entity ID Number	000 - 338 - 516
Entity Type	Domestic Corporation
Principal Address	132 COURTAULDS SARALAND, AL 36571
Principal Mailing Address	132 COURTAULDS SARALAND, AL 36571
Status	Exists
Place of Formation	Mobile County
Formation Date	06/10/2015
Registered Agent Name	HARRIS, BRIAN
Registered Office Street Address	132 COURTAULDS SARALAND, AL 36571
Registered Office Mailing Address	132 COURTAULDS SARALAND, AL 36571
Nature of Business	CONSTRUCTION/CONTRACTOR- ELECTRICAL & INSTRUMENTATION
Capital Authorized	100 @ $0.01 PV
Capital Paid In	
Directors	
Director Name	HARRIS, BRIAN
Director Street Address	132 COURTAULDS SARALAND, AL 36571
Director Mailing Address	132 COURTAULDS SARALAND, AL 36571
Incorporators	
Incorporator Name	LEGALZOOM.COM INC
Incorporator Street Address	9900 SPECTRUM DRIVE AUSTIN, TX 78717
Incorporator Mailing Address	100 W BROADWAY SUITE 100 GLENDALE, CA 91210
Annual Reports	
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	

Harris Contracting Services, Inc.	
cannot answer questions about or make changes to these reports.	
Report Year	2016 2017 2018 2019 2020 2021 2022 2023
Transactions	
Transaction Date	06/24/2015
Miscellaneous Filing Entry	New Entity Effective 06-10-2015 13:55
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	06/24/2015 Certificate of Formation 4 pgs.

Browse Results New Search

Company ID Number: 896028

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Harris Contracting Services, Inc.
Company Facility Address	132 Courtaulds Ave. Saraland, AL 36571
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	474387520
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

Company ID Number: 896028

Approved by:

Employer Harris Contracting Services, Inc.	
Name (Please Type or Print) Brian E Harris	Title Owner
Signature Electronically Signed	Date 07/22/2015
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/27/2015

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/30/2023

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: Tracy Granade
Guardian Insurance Agency, LLC P.O. Box 458 Saraland AL 36571	PHONE (A/C, No, Ext): (251) 675-6501 FAX (A/C, No): (251) 675-6502 E-MAIL ADDRESS: guardianinsuranceagency@gmail.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Harris Contracting Services, Inc. 117 Norton Ave. Saraland AL 36571	INSURER A : Crum & Forster Specialty Insurance	
	INSURER B : Integon National Insurance Company	
	INSURER C : StarStone National Insurance Company	
	INSURER D : The Sheffield Fund / Evanston Insurance Co	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	x COMMERCIAL GENERAL LIABILITY CLAIMS-MADE x OCCUR x Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY x PRO-JECT LOC OTHER:	x	x	BAS121232	09-20-2023	09-20-2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY x SCHEDULED AUTOS x HIRED AUTOS ONLY x NON-OWNED AUTOS ONLY	x	x	2006107457-05	02-09-2023	02-09-2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	x UMBRELLA LIAB x OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	x	x	79505P231ALI	09-20-2023	09-20-2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	x	600-2023-34095-00	01-01-2023	12-31-2023	x PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

Project name: Mill Street Park- Drainage and Playground Improvements Project Number: PR-082-21

City of Mobile is included as an additional insured in respect to general liability, Auto liability, and Umbrella liability. All policies, Except workers compensation, shall primary and non contributory with any other insurance in force or which may be purchased by additional insured, waiver of subrogation applies in favor of City of Mobile with respects to general liability, auto liability, umbrella Liability and Workers Compensation and employers liability. 30 Day notice of cancelation, non renewal or material change shall apply (Except 10 Days for non pay)

CERTIFICATE HOLDER

City of Mobile
Architectural Engineering Department
P.O. Box 1827
Mobile, Al. 36633-1827

CANCELLATION

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

AUTHORIZED REPRESENTATIVE <TG>

Tracy Granade

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AGENDA ITEM SUMMARY SHEET

Agenda of:11/21/2023

Submitted by:

Leslie Rey, Director of Human Resource

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

Establish administrative service fees as Claims Administrator for the City of Mobile Health & Dental Plan (2-yr rate guarantee). Health $40.50 PCPM, Dental $2.75 PCPM, Teladoc $1.00 PCPM, FSA & Dependent Care Reimbursement Account $3.95 per participating contract per month

Amount of Contract:

$44.25 per contract per month

Effective Date of Contract:

1/1/2024

Funding Source

Project # 2024-2025 Blue Cross Blue Shield of AL Enrollment Agreement	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	11/15/2023
Agenda Item Summary Sheet - BCBS EA	Cover Memo	11/15/2023
BCBS 2024-25 EA Active Group	Backup Material	11/15/2023
BCBS 2024-25 EA Retiree Group	Backup Material	11/15/2023

BCBS 2024-25 EA Split Contract Group	Backup Material	11/15/2023
BCBS 2024-25 Rx Offer Sheet	Backup Material	11/15/2023

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Bryars, Donna	Approved	11/16/2023 - 9:50 AM
Legal	Kern, Chris	Approved	11/16/2023 - 10:32 AM
Mayors Office	Montgomery, Brandi	Approved	11/16/2023 - 10:51 AM
Legal	Kern, Chris	Approved	11/16/2023 - 10:33 AM

CITY OF MOBILE

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract by and between the City of Mobile and Blue Cross and Blue Shield of Alabama for Administrative Services for the purposes stating the fees for third party administration of the City of Mobile Health and Dental Plan and Flexible Spending Accounts as outlined in the Enrollment Agreement attached hereto and made a part hereof as though set forth in full. A copy of said Enrollment Agreement is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of: 11/14/2023 (Date) Item No. _____

Submitted by: Human Resources (Department) Leslie Rey (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: Richard Moore, Executive Director of Finance (Executive Director)

Routing Authorized: James Barber, Chief of Staff (Mayor's Office) 11/8/2023 (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: 2024-2025 Blue Cross Blue Shield of AL Enrollment Agreement

PURPOSE & SCOPE OF PROJECT:
Establish administrative service fees as Claims Administrator for the City of Mobile Health & Dental Plan (2 yr rate guarantee). Health $40.50 PCPM, Dental $2.75 PCPM, Teladoc $1.00 PCPM, FSA & Dependent Care Reimbursement Account $3.95 per participating contract per month

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $44.25 per contract per month

FUNDING SOURCE:

Budget Item: Fund 7100 Discretionary Funds: n/a

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: n/a Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: 1/1/2024

Renewal date of contract (if applicable): n/a

If not bid, state reason: _____

How many bidders received bid packages (if applicable): n/a

How many bidders submitted bids (if applicable): n/a

If this is not the lowest bid, explain why not:
n/a

Amendment
To
Enrollment Agreement

Customized BCBSAL Plan

Group Name:	City Of Mobile	**Financial:**	Self Funded
Corporate Code:	377780001	**Document Type:**	Renewal
Effective Date:	1/1/2024	**Benefit Pattern:**	CITY OF MOBILE ACTIVE EMPLOYEES
Primary Group Number(s):	71447		

PHYSICAL ADDRESS

Address 1:	205 Government St	**City:**	Mobile
Address 2:	4Th Floor, South Tower	**State:**	AL
County:	Mobile	**Zip:**	36602-0001
County Code:	49		

BILLING ADDRESS

Address 1:	PO BOX 1827	**City:**	Mobile
Address 2:		**State:**	AL
County:	Mobile	**Zip:**	36633-1827

GROUP CONTACTS

	Sal.	Name	Title	Telephone	Email
Billing:	MS	Leslie Rey	Director of HR	(251) 208-7832	leslie@cityofmobile.com
Benefits:	MS	Leslie Rey	Director of HR	(251) 208-7832	leslie@cityofmobile.com
Decision:	MS	Leslie Rey	Director Of HR	(251) 208-7832	leslie@cityofmobile.com

BCBSAL REPRESENTATIVES

	Name	Telephone	Email
Account Executive:	Robin Cooper Russ	251/460-4457	rruss@bcbsal.org
Account Manager:	Lori Schneider	251/460-4449	lschneider@bcbsal.org

Blue Cross and Blue Shield of Alabama's Identification Numbers

National Association of Insurance Commissioners	Employer Identification Number
55433	63-0103830

Grandfathered Status

Employer believes the plans are NOT grandfathered health plans under the Affordable Care Act.

HSA HDHP Status

Employer believes the plans are not HSA HDHP qualified under IRS rules and regulations.

Group Benefit Structure

Please see the Exhibit B page for group(s) and division(s) impacted in this document, attached hereto and incorporated herein.

Financial Updates

Independent Dispute Resolution

Under the No Surprises Act, Employer may be subject to the Independent Dispute Resolution. Parties participating in the Independent Dispute Resolution (IDR) process are subject to an annual administrative fee set periodically by the federal government. Parties participating in the IDR process may also be subject to a fee charged by the IDR entity. The amount of the IDR entity fee will vary based on the entity selected. Administrative fees and IDR entity fees will be assessed when a Group is a party to the IDR process. Additional claims costs awarded by the IDR entity will also be assessed to the Group.

Administration Fees
$40.50 per contract.
In the event of termination of the plan, the retention on paid claims during the run-out period will be 7.00% for Health.

Custom Prescription Drug Pricing Arrangement

The attached is a **pass-through pricing** with an administrative fee of **$1.15 per contract per month**. All terms, including the effective date, are detailed in the attached pricing summary.

COBRA

Monthly COBRA Premiums

If the Claims Administrator collects the COBRA premium, the 2% allowed of administration is retained by Blue Cross.

2 Tier

Employee:	No Change; keep current rates in place
Family(Employee + dependents)	No Change; keep current rates in place

Transparency in Coverage

Transparency in Coverage Rule

Blue Cross and Blue Shield of Alabama agrees to provide information about the plan's covered items and services in the manner and format required under the Transparency in Coverage Rule, 45 C.F.R. §§ 147.210 to 147.212, including applicable regulatory guidance, for any items and services for which Blue Cross serves as the Claims Administrator. Employer acknowledges that Blue Cross will not provide information on items and services which are not administered by Blue Cross and Blue Shield of Alabama. (TCR)

No Surprises Act

Price Comparison Tool

Group elects to have Price Comparison Tool. (PCT)

Other Benefit Changes

MHP Non-Federal Government Opt In

The plan(s) is hereby amended to comply with the Mental Health Parity and Addiction Equity Act (MHPAEA). (MHP)

Special Instructions

ADMINISTRATIVE FEE SUMMARY -- the following administrative fees will be guaranteed for a 2 year agreement,commencing January 1, 2024 and ending December 31, 2025.
.

- Medical = $40.50 PCPM, with the retention on paid claims during the run-out period being 7.00% for Health, in the event of termination of the plan.
- Dental = $2.75 PCPM, with the retention on paid claims during the run-out period being 10.00% for Dental, in the event of termination of the plan

Summary of Additional Administrative Fees for ancillary services:

- Teladoc General Medical = remains unchanged at $1.00 PCPM
- FSA and Dependent Care Reimbursement Account administrative fees remain unchanged at $3.95 per participating contract per month. If both FSA and DCRA are elected by the same contract, only one fee applies.
- New Custom pricing Rx arrangement for 2024 will be as outlined in attached Exhibit for reference.

Dental: There are no dental changes for 2024.

CEASE the CMS Opt Out: THE CITY WILL **NOT** CONTINUE TO OPT OUT OF HIPAA AS IT RELATES TO: (1) STANDARDS RELATED TO BENEFITS FOR NEWBORNS AND MOTHERS (NMHPA) (2) COVERAGE FOR RECONSTRUCTIVE SURGERY FOLLOWING MASTECTOMIES (WHCRA) and (3) COVERAGE FOR DEPENDENT STUDENTS ON MEDICALLY NECESSARY LEAVES OF ABSENCE (MICHELLE'S LAW).

All other arrangements remain the same.

Riders and codes are for internal use only.

	Lori D Schneider
Customer Signature Authorized Representative	Blue Cross and Blue Shield of Alabama Representative
	Account Manager
Title	Title
	9/25/2023
Date	Date

Exhibit B
Group Benefit Structure

Group Number(s) and Division(s) amended:

71447	A0S, FLX, 000, 003, 004, 005, 00S, 01S, 02S, 03S, 04S, 05S, 12S, 13S, 14S, 15S, 600

Amendment
To
Enrollment Agreement

Customized BCBSAL Plan

Group Name:	City Of Mobile	**Financial:**	Self Funded
Corporate Code:	377780001	**Document Type:**	Renewal
Effective Date:	1/1/2024	**Benefit Pattern:**	CITY OF MOBILE Not MCAR Eligible EMPLOYEES 71448
Primary Group Number(s):	71448		

PHYSICAL ADDRESS

Address 1:	205 Government St	**City:**	Mobile
Address 2:	4Th Floor, South Tower	**State:**	AL
County:	Mobile	**Zip:**	36602-0001
County Code:	49		

BILLING ADDRESS

Address 1:	PO BOX 1827	**City:**	Mobile
Address 2:		**State:**	AL
County:	Mobile	**Zip:**	36633-1827

GROUP CONTACTS

	Sal.	Name	Title	Telephone	Email
Billing:	MS	Leslie Rey	Director of HR	(251) 208-7832	leslie@cityofmobile.com
Benefits:	MS	Leslie Rey	Director of HR	(251) 208-7832	leslie@cityofmobile.com
Decision:	MS	Leslie Rey	Director Of HR	(251) 208-7832	leslie@cityofmobile.com

BCBSAL REPRESENTATIVES

	Name	Telephone	Email
Account Executive:	Robin Cooper Russ	251/460-4457	rruss@bcbsal.org
Account Manager:	Lori Schneider	251/460-4449	lschneider@bcbsal.org

Blue Cross and Blue Shield of Alabama's Identification Numbers

National Association of Insurance Commissioners	Employer Identification Number
55433	63-0103830

Grandfathered Status

The group is exempt from the Affordable Care Act.

HSA HDHP Status

Employer believes the plans are not HSA HDHP qualified under IRS rules and regulations.

Group Benefit Structure

Please see the Exhibit B page for group(s) and division(s) impacted in this document, attached hereto and incorporated herein.

Financial Updates

Administration Fees
$40.50 per contract.
In the event of termination of the plan, the retention on paid claims during the run-out period will be 7.00% for Health.

Custom Prescription Drug Pricing Arrangement

The attached is a **pass-through pricing** arrangement. There is no separate billed prescription drug administrative fee. All terms, including the effective date, are detailed in the attached pricing summary.

COBRA

Monthly COBRA Premiums

If the Claims Administrator collects the COBRA premium, the 2% allowed of administration is retained by Blue Cross.

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MHP Non-Federal Government Opt In

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	Lori D Schneider
Customer Signature Authorized Representative	Blue Cross and Blue Shield of Alabama Representative
	Account Manager
Title	Title
	9/25/2023
Date	Date

Exhibit B
Group Benefit Structure

Group Number(s) and Division(s) amended:

71448	000, 003, 007, 00S, 03S, 04S, 10S, 600

Amendment
To
Enrollment Agreement

Customized BCBSAL Plan

Group Name:	City Of Mobile	**Financial:**	Self Funded
Corporate Code:	377780001	**Document Type:**	Renewal
Effective Date:	1/1/2024	**Benefit Pattern:**	CITY OF MOBILE Retirees/Split Contract
Primary Group Number(s):	71449		

PHYSICAL ADDRESS

Address 1:	205 Government St	**City:**	Mobile
Address 2:	4Th Floor, South Tower	**State:**	AL
County:	Mobile	**Zip:**	36602-0001
County Code:	49		

BILLING ADDRESS

Address 1:	PO BOX 1827	**City:**	Mobile
Address 2:		**State:**	AL
County:	Mobile	**Zip:**	36633-1827

GROUP CONTACTS

	Sal.	Name	Title	Telephone	Email
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BCBSAL REPRESENTATIVES

	Name	Telephone	Email
Account Executive:	Robin Cooper Russ	251/460-4457	rruss@bcbsal.org
Account Manager:	Lori Schneider	251/460-4449	lschneider@bcbsal.org

Blue Cross and Blue Shield of Alabama's Identification Numbers

National Association of Insurance Commissioners	Employer Identification Number
55433	63-0103830

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	Lori D Schneider
Customer Signature Authorized Representative	Blue Cross and Blue Shield of Alabama Representative
	Account Manager
Title	Title
	9/25/2023
Date	Date

Exhibit B
Group Benefit Structure

Group Number(s) and Division(s) amended:

71449	000, 003, 004, 00S, 01S, 03S, 04S, 10S

BlueCross BlueShield of Alabama

City of Mobile	
Effective Date:	1/1/2024
Members:	4,757
Employees:	2,222

CUSTOM PASSTHROUGH PRICING	
Contract Period	**Preferred One**
BRAND DISCOUNTS	
Retail Network	
1/1/2024 to 12/31/2024	22.30%
1/1/2025 to 12/31/2025	22.35%
1/1/2026 to 12/31/2026	22.40%
Extended Supply Network (ESN) - 90 Day Channel	
1/1/2024 to 12/31/2024	25.95%
1/1/2025 to 12/31/2025	26.00%
1/1/2026 to 12/31/2026	26.05%
GENERIC DISCOUNTS	
Retail Network	
1/1/2024 to 12/31/2024	87.60%
1/1/2025 to 12/31/2025	87.75%
1/1/2026 to 12/31/2026	87.90%
Extended Supply Network (ESN) - 90 Day Channel	
1/1/2024 to 12/31/2024	90.00%
1/1/2025 to 12/31/2025	90.10%
1/1/2026 to 12/31/2026	90.20%
BRAND DISPENSING FEES	
Retail Network	
1/1/2024 to 12/31/2024	$0.30
1/1/2025 to 12/31/2025	$0.30
1/1/2026 to 12/31/2026	$0.30
Extended Supply Network (ESN) - 90 Day Channel	
1/1/2024 to 12/31/2024	$0.00
1/1/2025 to 12/31/2025	$0.00
1/1/2026 to 12/31/2026	$0.00
GENERIC DISPENSING FEES	
Retail Network	
1/1/2024 to 12/31/2024	$0.30
1/1/2025 to 12/31/2025	$0.30
1/1/2026 to 12/31/2026	$0.30
Extended Supply Network (ESN) - 90 Day Channel	
1/1/2024 to 12/31/2024	$0.00
1/1/2025 to 12/31/2025	$0.00
1/1/2026 to 12/31/2026	$0.00

Notes: UR-11537

- Discounts are based on the actual NDC-11 dispensed on the fill date.
- Guarantees are based upon the above selected BCBS AL Network.
- Guarantees are based upon an implemented BCBS AL Extended Supply Network (90-day retail). If not implemented, Retail rates apply.
- Discount and dispensing fee rates exclude compound, long term care (LTC) pharmacy, home infusion (HI) pharmacy, veterans affairs (VA) pharmacy, Indian/tribal/urban (I/T/U) pharmacy, U.S. territory (TER) pharmacy, 340B, Medicare/Medicaid, out-of-network, member-submitted, foreign, coordination of benefits (COB), subrogation, paper, invalid, usual and customary (U&C) claims and non-specialty discount and dispensing fees also exclude specialty (as defined by the BCBS AL specialty drug management list) claims.
- For discount purposes, Specialty is defined by the BCBS AL specialty drug management list.
- For discount and dispensing fees, a generic drug is defined as a drug with more than 3 generic manufacturer, and not in an exclusivity period.
- For discount and dispensing fees, A brand drug is defined as any drug not considered a generic drug.
- Unexpected generic launches and products launched at risk or under patent litigation are excluded from generic guarantees.

BlueCross BlueShield of Alabama

City of Mobile	
Effective Date:	1/1/2024
Members:	4,757
Employees:	2,222

CUSTOM PASSTHROUGH PRICING	
Contract Period	**Source Rx**
REBATE PER BRAND	
Retail Network	
1/1/2024 to 12/31/2024	$310.05
1/1/2025 to 12/31/2025	$337.00
1/1/2026 to 12/31/2026	$370.22
Extended Supply Network (ESN) - 90 Day Channel	
1/1/2024 to 12/31/2024	$781.76
1/1/2025 to 12/31/2025	$851.04
1/1/2026 to 12/31/2026	$917.07
Specialty	
1/1/2024 to 12/31/2024	$2,459.30
1/1/2025 to 12/31/2025	$2,769.33
1/1/2026 to 12/31/2026	$3,056.61

Notes: UR-11537

- For rebate purposes, Specialty is defined by the BCBS AL specialty drug management list.
- Compound, long term care (LTC) pharmacy, home infusion (HI) pharmacy, veterans affairs (VA) pharmacy, Indian/tribal/urban (I/T/U) pharmacy, U.S. territory (TER) pharmacy, 340b, Medicare/Medicaid, out of network, member-submitted, foreign, coordination of benefits (COB), subrogation, paper, invalid, vaccine, over-the-counter (OTC), and biosimilar claims are excluded from rebate guarantees.
- For rebate purposes, a generic drug is defined as a drug that (1) is accepted by the FDA as therapeutically equivalent or interchangeable with drugs having an identical amount of the same active ingredient, and/or (2) has multisource code field in Medi-Span of "Y", or a multisource code field in Medi-Span of "M", "N", or "O" with a Brand Name Code field of "G".
- For rebate purposes, a brand drug is defined as any drug not considered to be a generic drug.
- Rebates are defined as a retrospective reimbursement of monetary amounts by a manufacturer's discount program with the PBM for pharmaceutical products of that manufacturer dispensed to a member, for which the conditions precedent to receiving such monetary amounts are satisfied. Rebates do not include manufacturer admin fees.
- In the event of termination, Rebates may be subject to forfeiture, including those Rebates accrued through the date of termination but not yet paid to the group. However, If pharmacy coverage stays in effect through the end of the contract; a rebate guarantee reconciliation of the previous full year will be provided.

BlueCross BlueShield of Alabama

City of Mobile	
Effective Date:	1/1/2024
Members:	4,757
Employees:	2,222

CUSTOM PASSTHROUGH PRICING	
ADMINISTRATIVE FEE	
Contract Period	**Per Employee Per Month**
1/1/2024 to 12/31/2024	$1.15
1/1/2025 to 12/31/2025	$1.15
1/1/2026 to 12/31/2026	$1.15

Notes: UR-11537

- Administrative Fees will be charged at the above rate on a per employee per month basis.

Additional Caveats:

- For the purpose of reconciliation at contract year end, all guarantees are reconciled in aggregate, as long as the contract remains in effect.
- Guarantees are based on adoption and adherence of an above BCBS AL formulary, including associated utilization management, recommended formulary strategies, and clinical programs. BCBS AL reserves the right to make an equitable modification to the pricing terms of the agreement for the following: changes in any law or regulation, changes in interpretation of a law or regulation, changes within PBM marketplace which lead to a significant deviation from the current economic environment, unexpected market events, unexpected generic launches, authorized generic launches, biosimilar products, products launched at risk, products under patent litigation, new lower cost NDCs priced net of rebates from the innovator, products with WAC decreases, biosimilar utilization or mix being materially different from underwriting assumptions, implementation of new clinical programs, removal of existing clinical programs, changes in pharmacy benefit plan design, specialty drug management list, limited distribution list, or formulary changes.
- Members will pay the lower of the contracted rate, U&C, or their applicable copayment.
- Assumes client does not have 340B pricing.
- Guarantees provided does not include savings from DUR or other clinical programs.
- Specialty drugs dispensed through the medical benefit will not be included in reconciliation of guarantees.
- Guarantees assumes 26% ESN penetration, if that differs significantly, BCBS AL reserves the right to revise guarantees terms and financials.
- BCBS AL reserves the right to equitably adjust the guarantees in the event the number of covered members or pharmacy claims volume materially changes over the course of the contract.
- Products with government mandated reimbursement, emergency use protocols, or related to Covid-19 (e.g testing, vaccines, and treatments) are excluded from guarantee reconciliation.
- A signed enrollment agreement with this document is needed to effectuate an agreement related to the subject herein. If effectuated by an enrollment agreement, that agreement will supersede any and all prior rebate agreements. Any guarantees, discounts, and/or rebate offers are void if not accepted in writing 90 days before the effective date.
- Proposed guarantees are only for lives with combined medical and pharmacy coverage through Blue Cross and Prime.

AGENDA ITEM SUMMARY SHEET

Agenda of:11/21/2023

Submitted by:
Nick Amberger, PE, Engineering Department

Sponsored by:
Mayor William S. Stimpson and Councilman Cory Penn

Purpose and Scope of Project:
Approve contract with Michael Baker International, Inc. for Engineering Services.

Amount of Contract:
$136,610.61

Funding Source

Project # C0721	**Discretionary Funds**
Project String 2000.2000.48020	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Engineering Services	Cover Memo	11/8/2023

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	11/9/2023 - 11:08 AM
Capital	Rhodes, Brenda	Approved	11/13/2023 - 1:48 PM
Legal	Kern, Chris	Approved	11/13/2023 - 5:28 PM
Mayors Office	Montgomery, Brandi	Approved	11/16/2023 - 2:40 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: US Hwy-45 Streetscape Improvements COM Project: 2022-3005-06

PROJECT #: C0721 **DATE OF RECEIPT:** _____

PROJECT DESCRIPTION: Engineering and construction inspection services.

CONTRACT AMOUNT: $136,610.61

VENDOR NAME: Michael Baker International, Inc.

VENDOR NUMBER: 294011

DEPT #: 3005 **DEPT NAME:** Engineer

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___N X__; 5% of the 1st 50% _____ or If different, indicate special rate_____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

****General Construction requires Change Order for 10% overages.***

Prepared by: Jessica White **Date** 11/8/2023

Revised 3/8/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Mayor William S. Stimpson and Councilman Cory Penn

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as set forth in full, subject to the company signing the contract and furnishing the required bonds and insurance. A copy of said executed contract will be on file in the office of the City Clerk.

Name of Company: Michael Baker International, Inc.

Project Name: US 45 Streetscape Improvements
COM Project# 2022-3005-06

Estimated Cost: $136,610.61

Adopted:

_____

City Clerk

MOBILE
ALABAMA

US-45 STREETSCAPE IMPROVEMENTS

PROJECT NO. 2022-3005-06

CEI ENGINEER:

MICHAEL BAKER INTERNATIONAL, INC.

STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This AGREEMENT made and entered into this _____day of _____, 2023, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **MICHAEL BAKER INTERNATIONAL, INC.** (hereinafter called the "ENGINEER").

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CITY COUNCIL - Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CITY ENGINEER - That person designated by the CITY as CITY ENGINEER or his appointed assistants.

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this executed document and any and all exhibits and attachments comprising the written agreement between the City of Mobile and the ENGINEER setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity selected to perform any or all construction services.

ENGINEER - The engineering company assigned to perform construction engineering and inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **MICHAEL BAKER INTERNATIONAL, INC.**

INSPECTOR - An authorized representative of the ENGINEER, assigned to make inspections of the PROJECT.

NOTICE TO PROCEED - A written notice to proceed issued by the CITY ENGINEER either for the Construction Phase as set out in Section III.

PROJECT – US-45 STREETSCAPE IMPROVEMENTS , City of Mobile Project No. 2022-3005-06. This contract is for the construction engineering and inspection of streetscape improvements on Hwy 45 from Wilson Ave. to Prichard Ave. (See Exhibit A for approximate locations). **The professional engineering services may include engineering and construction inspection services as directed by the CITY ENGINEER.**

PROJECT ENGNEER - a registered Professional Engineer licensed in the State of Alabama who is an authorized representative of the **ENGINEER.**

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, on file in the office of the CITY ENGINEER.

II. STANDARDS

The CITY hereby retains the ENGINEER and the ENGINEER agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER, in the preparation of plans and any other items pertaining to this PROJECT, will meet the requirements for conformance with the Standard Specifications, adopted by the State of Alabama Department of Transportation, and applicable local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this PROJECT. All work required under this CONTRACT will be performed in accordance with these standards and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

The scope of work is divided into the following Phases:

1. Construction Phase
2. Closeout Phase

A. OMIT

B. CONSTRUCTION PHASE

The ENGINEER shall attend a Pre-construction conference with the CITY staff, the CONTRACTOR, the testing firm, and all utilities involved in the PROJECT to establish the work schedule and coordination of all persons necessary for the proper execution and construction of the PROJECT.

1. Quality Assurance

a. ENGINEER shall require the CONTRACTOR to ensure quality assurance during construction. The CONTRACTOR's quality assurance shall be conducted in general conformance to procedures set forth in the STANDARD SPECIFICATIONS and the requirements of the National Pollution Discharge Elimination System (NPDES) Storm Water Discharge General Permit, if applicable. The ENGINEER shall require the CONTRACTOR to maintain on-site a copy of the STANDARD SPECIFICATIONS and the ENGINEER shall insure that all of the personnel involved in the construction phase of the project are thoroughly familiar with the provisions of the STANDARD SPECIFICATIONS.

2. Compliance with Plans and Specifications

The ENGINEER shall enforce all requirements of the plans and specifications for compliance with quality, quantity, materials, and measurements excluding safety.

a. The ENGINEER shall recover and verify the four (4) horizontal and vertical control points shown in the plans. The ENGINEER shall also set four (4) adeitional points at locations specified by the CONTRACTOR to be used for the control of the construction work. The CONTRACTOR shall be responsible for maintenance of the staked points.

b. The ENGINEER shall inform and coordinate with the material testing firm contracted by the CITY, to perform materials testing and associated services.

c. The ENGINEER shall insure that materials comply with specifications by continuous coordination and communication with the material testing firm assigned by the CITY.

d. The ENGINEER shall review construction invoices, verify quantities, and certify accuracy for submittal to and approval and payment by the CITY.

e. The ENGINEER shall provide construction administration and be in responsible charge of the project.

3. PROJECT Observation/Inspection

a. The ENGINEER shall appoint a competent INSPECTOR , capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work to be performed, who shall work under the direct supervision of a registered PROJECT ENGINEER. The INSPECTOR shall be experienced and qualified to determine the requirements of the plans and specifications. The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

The CITY reserves the right to require replacement of any INSPECTOR considered to be unqualified for the work. The duty of the INSPECTOR is to determine CONTRACTOR compliance with the plans and specifications. Nothing contained herein shall be construed to mean that the INSPECTOR or the ENGINEER's agent controls or assumes a right to the manner in which the CONTRACTOR performs the work.

b. The CITY ENGINEER reserves the right to appoint department representatives to observe all plans and works of the ENGINEER. The appointed CITY representatives shall have access to all plans, drawings, specifications and reports of the ENGINEER relating to the PROJECT.

c. The CITY will retain a testing firm to provide laboratory services for all soils studies, reports, inspections, and tests required throughout the construction of the PROJECT.

d. The PROJECT ENGINEER in responsible charge shall conduct periodic field reviews to assure compliance with plans and specifications. All inspections shall be documented and submitted to the CITY ENGINEER.

e. The ENGINEER shall have a copy of, and be thoroughly familiar with applicable STANDARD SPECIFICATIONS, Standard and Special Drawings, Testing Manual, and Construction Manual, current non-metric edition, materials sources, and devices with special acceptance requirements.

f. The INSPECTOR shall keep a daily diary, listing equipment on site and in use, weather conditions, CONTRACTOR's personnel on site, and the work accomplished each day.

g. Monthly estimates shall be broken down and include an explanation submitted for pay items exceeding plan quantities by more than five percent (5%). The report of overruns shall be submitted with the monthly estimate in which the overrun was incurred. The Professional Engineer in responsible charge for the PROJECT must sign these estimates. A summary of the above noted overruns exceeding five percent (5%) shall be submitted with the Final Closeout Documentation. Monthly estimates shall also include a DBE Utilization Report and Progress Report for the month.

h. No major changes in the "as bid" construction plans shall be made prior to submittal to the CITY ENGINEER for review and administrative approval.

i. The INSPECTOR will sign all asphalt tickets, at the site, previously signed by the materials testing firm's representative, indicating the INSPECTOR'S approval of the materials to be installed.

j. The ENGINEER shall require the CONTRACTOR to check all of the CONTRACTOR's equipment before it is used on the PROJECT to assure that it meets the requirements of the STANDARD SPECIFICATIONS, for the sole purpose of quality assurance. The PROJECT shall be stopped at any time if the equipment is not in accordance with STANDARD SPECIFICATIONS.

k. When all pay items have been completed; the ENGINEER shall hold a semi-final review and give the CONTRACTOR a written "Punch List" of items to be completed prior to the ENGINEER's recommendation for acceptance of the PROJECT. When the CONTRACTOR has completed the work on the Punch List to the satisfaction of the ENGINEER, a written recommendation for acceptance of the PROJECT will be submitted to the CITY ENGINEER.

l. Upon written certification by the ENGINEER that the PROJECT has been completed in accordance with the contract documents, the CITY ENGINEER will conduct a final review. Following the CITY ENGINEER's concurrence with the recommendation for acceptance, the ENGINEER shall provide written notification to the CONTRACTOR indicating the acceptance date for PROJECT maintenance. A copy of the said notification will be provided to the CITY ENGINEER.

4. Progress Review

a. The ENGINEER will be required to maintain strict review of progress of the PROJECT's construction. A monthly time report shall be submitted to the CITY ENGINEER and to the CONTRACTOR. The monthly report will be dated the Monday following the reported period, delivered via fax or regular mail, and postmarked to the CONTRACTOR on the same date.

Any discrepancies between the CONTRACTOR and the ENGINEER regarding the monthly work day charge must be resolved immediately. Discrepancies not resolved within ten (10) working days of the original report date shall be documented by the ENGINEER and delivered to the CITY ENGINEER. At this time, the CITY ENGINEER will intervene and

resolve the dispute. The CITY ENGINEER's resolution shall be accepted by and binding on both the ENGINEER and the CONTRACTOR. If the CONTRACTOR has not informed the ENGINEER in writing of any disagreement with the monthly work day charge within ten (10) work days of the original report date, such monthly work day charge shall be deemed accepted by the CONTRACTOR. No subsequent complaint will be allowed. When the work has been stopped by reasons beyond the CONTRACTOR's control, such as weather, unacquired right-of-way, utility obstructions, etc., it will be the duty of the ENGINEER to notify the CONTRACTOR when work can resume. It will then be the duty of the CONTRACTOR to notify the ENGINEER of the time and location work on the PROJECT will resume.

b. The ENGINEER will provide daily updates including progress photos to a text message group provided by the CITY.

c. The ENGINEER will review the CONTRACTOR's schedule and ensure it is updated weekly and provided to the CITY.

C. CLOSE OUT PHASE

1. "As Built" plans that clearly delineate any changes from the original "As Bid" plans shall be submitted to the CITY ENGINEER within thirty (30) working days of the acceptance for maintenance of the PROJECT. One bound copy of all test reports for the PROJECT will be submitted with these plans. The "As-Built" plans with any changes from "As Bid" plans shall be prepared and submitted to the PROJECT ENGINEER.

2. All final quantities shall be prepared and all necessary supporting information shall be submitted with the "As Built" plans to the CITY ENGINEER. This information, including copies of the daily diary and calculations by which the final quantities were determined shall be submitted in accordance with the STANDARD SPECIFICATIONS. ENGINEER shall submit to the CITY all documentation required for PROJECT closeout as outlined in Exhibit E.

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

A. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this Agreement..

B. This CONTRACT may be terminated by the City for any reason, with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Section V.A, "Contracted Services". The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or

any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the PROJECT for more than ninety (90) consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.

C. The CITY and the ENGINEER each binds itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this CONTRACT. Engineer shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the CITY; which such consent shall be granted or denied solely at CITY'S discretion.

D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of construction of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first. The CONTRACT time may be extended by mutual agreement between the CITY and the ENGINEER, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.

E. The ENGINEER shall reimburse the CITY for attorney's fees incurred due to any breach by ENGINEER of its obligations under the terms of this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this Agreement notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section V shall be made ***only*** in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the ENGINEER for such work performed shall be compensated at the rates stated in the Engineer's Hourly Rates, which is incorporated into this Agreement as Exhibit C. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the CITY ENGINEER.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the ENGINEER, as compensation for such professional engineering services, as shown in the Engineer's Hourly Rates in Exhibit C and as authorized by the CITY as follows:

1. It is mutually agreed that compensation to the ENGINEER will be as follows:

   a. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform Construction Phase and Close Out Phase services in accordance with Section III.B and Section III.C of this CONTRACT. Payment for work performed in Section III.B and Section III.C of this CONTRACT shall not exceed $131,610.61 (One Hundred Thirty-One Thousand Six Hundred Ten Dollars and Sixty-One Cents).

   b. Upon letting of the contract for construction of this PROJECT, compensation to the ENGINEER shall continue to be based on work performed and

documented but shall be limited to the percentage completion of the construction, which such percentage of completion shall be determined by the CITY ENGINEER. The ENGINEER's invoice shall be submitted with the CONTRACTOR'S monthly estimate. Full payment cannot be paid to the ENGINEER until all close out documents have been received and retainage is released to the CONTRACTOR. See Exhibit E for requirements for closing the PROJECT. The Fee Disbursement Schedule attached hereto as Exhibit D, sets out the maximum amount to be disbursed for work performed under Section III, and will be based on the hourly rates in Exhibit C, unless otherwise authorized by the CITY in its sole discretion. Payment for work performed in Section III of this Agreement shall not exceed $131,610.61 (One Hundred Thirty-One Thousand Six Hundred Ten Dollars and Sixty-One Cents).

c. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.

B. ADDITIONAL SERVICES

1. Following award of the Agreement, the CITY shall pay the ENGINEER the expense of additional services, if requested by the CITY, in writing with a NOTICE TO PROCEED. Additional services, if initiated, shall be based on the hourly rates in EXHIBIT C and shall not exceed $5,000.00 (Five Thousand Dollars and No Cents).

2. In the event of termination of this Agreement due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

C. LIMITATIONS OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases) to be paid the ENGINEER associated with the above mentioned PROJECT shall not exceed $136,610.61 (One Hundred Thirty-Six Thousand Six Hundred Ten Dollars and Sixty-One Cents).

VI. INDEMNITY AND INSURANCE REQUIREMENTS

A. INDEMINIFICATION: The ENGINEER shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER shall defend the City,

its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require ENGINEER to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

STANDARD OF PERFORMANCE:
ENGINEER shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

B. INSURANCE- For the duration of this Agreement, ENGINEER shall maintain the following minimum amounts for each Project:

1. Professional Liability Insurance:

   Professional Liability Insurance including design with the limits not less than $1,000,000 per claim.

2. Workers' Compensation/Employer's Liability:

   a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
   b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

   c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

3. Comprehensive General Liability Insurance:

   a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by ENGINEER.

   b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

c. General Aggregate Limit shall apply on a "Per Project" Basis.

4. Automobile Liability Insurance:

   a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

5. Excess/Umbrella Liability Insurance

   a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

   b. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

1. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

2. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

3. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

4. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

5. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

VII. E-VERIFY

By signing this contract, the contracting parties affirm, for the duration of the CONTRACT, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the CONTRACT and shall be responsible for all damages resulting therefrom.

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by CITY under this contract is City Capital Funds. Said funds are on hand at the time of the execution of this CONTRACT.

IX. PROHIBITION OF BOYCOTTING

By signing this CONTRACT, the ENGINEER represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

X. ANTI-DISCRIMINATION CLAUSE

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

XI. GOVERNING LAW AND VENUE

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

XII. E-BUILDER

The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: https://app.e-builder.net. ENGINEER shall use e-Builder as an essential component to project management with the City of Mobile.

CITY OF MOBILE, A Municipal Corporation

By: _____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk
Print: _____

MICHAEL BAKER INTERNATIONAL, INC.

By: _____

Print: Jeffrey D. May

Its: Vice President

Address: 11 North Water Street, Suite 14290

Mobile, AL 36602

Telephone: 251-380-0898

STATE OF ALABAMA
CITY OF MOBILE

I, S.K. Wall, a Notary Public in and for said State and County, hereby certify that Jeffrey D. May, whose name as Vice President of MICHAEL BAKER INTERNATIONAL, INC. is signed to the foregoing conveyance and who are known to me acknowledged before me on this day, that, being informed of these contents of the conveyance, he as such officer and with full authority, executed the same voluntary on the day the same bears date.

Given under my hand and notarial seal on this the 31st day of October, 2023.

_____
NOTARY PUBLIC

My Commission Expires: 11/2/2025

S K WALL
Notary Public
Alabama State at Large

EXHIBIT A: PROJECT LOCATION

Hwy 45 (St. Stephens Rd.) from Wilson Ave. to Prichard Ave.

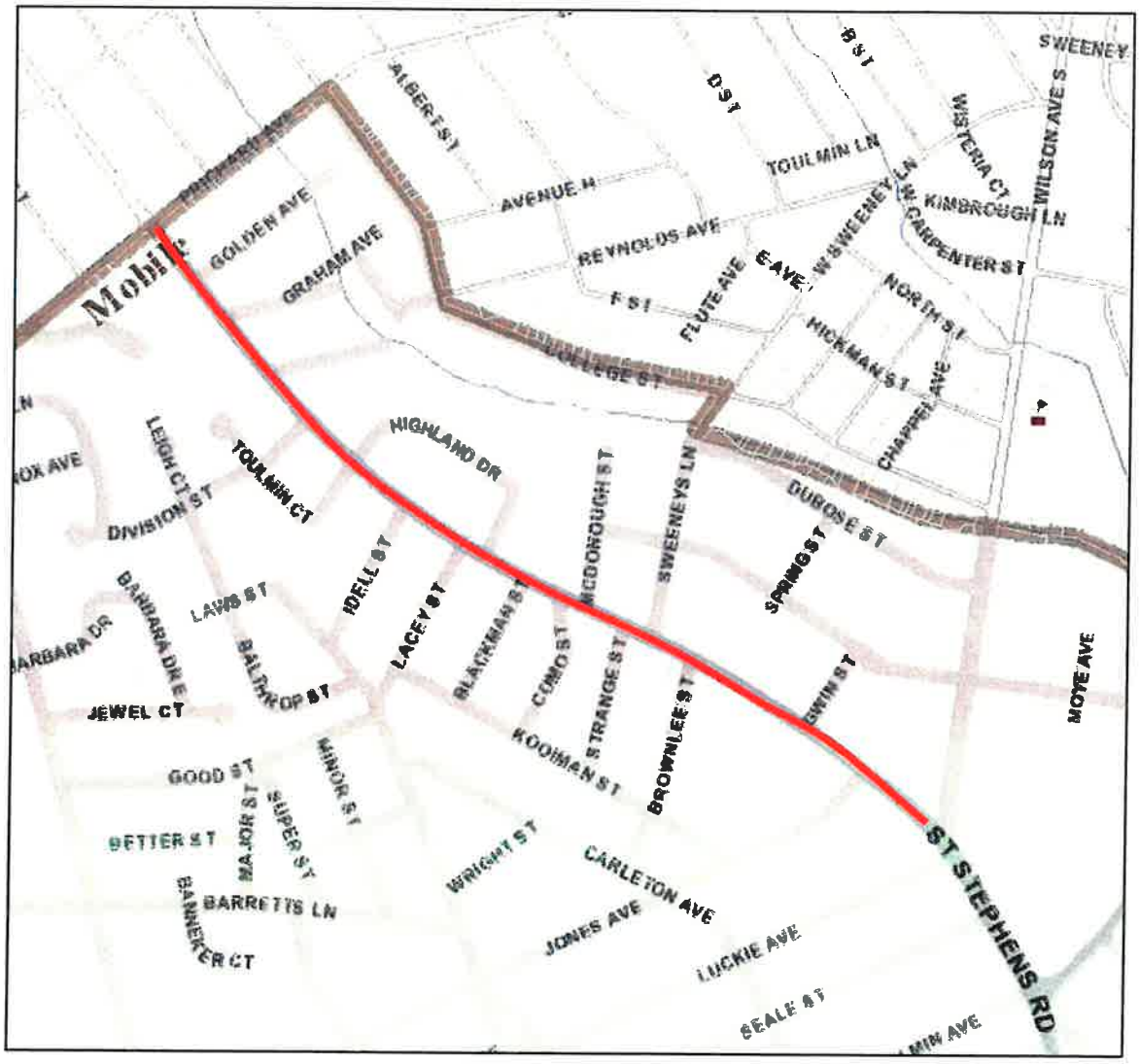

EXHIBIT B: PROJECT ESTIMATE

PROJECT – (See Exhibit A for location.) **US-45 STREETSCAPE IMPROVEMENTS,** City of Mobile Project No. **2022-3005-06.**

ESTIMATED PROJECT COST - Construction of the PROJECT is estimated to be $3,148,747.77 **[Three Million One Hundred Forty-Eight Thousand Seven Hundred Forty-Seven Dollars and Seventy-Seven Cents]**.

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST - Total fees (construction phase, close out phase and additional services) to be paid the ENGINEER shall not exceed $136,610.61 (One Hundred Thirty-Six Thousand Six Hundred Ten Dollars and Sixty-One Cents), unless authorized by the CITY.

CITY DISTRICT: District 1

EXHIBIT C: FEE SCHEDULE

ENGINEER'S SUMMARY OF HOURLY RATES

MICHAEL BAKER INTERNATIONAL
SCHEDULE OF RATES
US-45 STREETSCAPE IMPROVEMENTS

CLASSIFICATION	HOURLY RATES
Project Manager	$ 179.13
CEI Manager	$ 87.05
Sr. Inspector	$ 96.58
Level II Inspector	$ 86.29
Level I Inspector	$ 43.57
Clerical / Office Administrative Assistant	$ 70.79

The City shall reimburse based on the above rates and reimburse for the following actual expenses: copies, reproduction, postage, long distance telephone charges and laboratory services. Mileage shall be reimbursed at a rate of $ 0.665 / mile. Any travel expenses other than mileage must be approved in advance by the City. These rates shall remain valid until December 31, 2024.

RSA Battle House Tower
11 N. Water Street, Suite 14290 | Mobile, AL 36602
Office: 251.380.0898 | Fax: 251.380.9026

EXHIBIT D: ENGINEER'S FEE DISBURSEMENT SCHEDULE

Construction Phase.....$126,610.61

Closeout Phase $5,000.00

Base Contract Amount **$ 131,610.61**

Additional Services (If requested in writing by the City Engineer).....$ 5,000.00

Total Contract Amount including Additional Services **$ 136,610.61**

EXHIBIT E: PROJECT CLOSEOUT CHECKLIST

The following items must be submitted to the CITY for PROJECT closeout:

- Engineers Field Book
- Pictures of PROJECT site before, during & after construction
- As-built Drawings
- Copy of Contract Documents:
    - Advertisement for Bids
    - Instructions to Bidders
    - Contractor Proposal
    - Contractor Bid Bond
    - Contractor Labor & Materials Bond
    - Contractor Performance Bond
    - Certificate of Contractor's & Subcontractor's Insurance
    - Special Provisions
    - Articles of Agreement
    - Supplemental Specifications
    - PROJECT Sign Detail
    - Addendums
- INSPECTOR 's Daily Reports
- Correspondence affecting Construction
- Quantity & Payment Documentation
    - Documents showing final quantities & payment
    - Product Specifications, if applicable
- All Haul Tickets
    - Separated by pay items & date. Then labeled with date, pay item #, total quantity for that day, & total quantity to date.
- All Test Reports
- Pdf's of as-built drawings

EXHIBIT F: INSURANCE CERTIFICATIONS

Below is an example of a certificate of insurance (COI). Please note the verbiage in the "Description" area. Each COI must have this stated.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:
	PHONE (A/C, No, Ext): / FAX (A/C, No):
	E-MAIL ADDRESS:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

SAMPLE

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

Project Name:
Project Number: 20xx-3005-xx

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

CERTIFICATE HOLDER	CANCELLATION
City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 10/30/2023

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:	
Aon Risk Services Central, Inc. Pittsburgh PA Office EQT Plaza ~ Suite 2700 625 Liberty Avenue Pittsburgh PA 15222-3110 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Michael Baker International, Inc. 11 N. Water Street, Suite 14290 Mobile AL 36602 USA	INSURER A: XL Insurance America Inc	24554
	INSURER B: Allied World Surplus Lines Insurance Co	24319
	INSURER C: American Guarantee & Liability Ins Co	26247
	INSURER D: Zurich American Ins Co	16535
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570102498985 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X COMMERCIAL GENERAL LIABILITY			GL0419728102	08/30/2023	08/30/2024	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$10,000
	POLICY X PRO-JECT X LOC						PERSONAL & ADV INJURY	$2,000,000
	OTHER:						GENERAL AGGREGATE	$4,000,000
							PRODUCTS - COMP/OP AGG	$4,000,000
D	AUTOMOBILE LIABILITY			BAP 4197284 02	08/30/2023	08/30/2024	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / X HIRED AUTOS ONLY						BODILY INJURY (Per accident)	
	SCHEDULED AUTOS / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
C	X UMBRELLA LIAB X OCCUR			AUC053258205	08/30/2023	08/30/2024	EACH OCCURRENCE	$2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$2,000,000
	DED X RETENTION $10,000							
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC419728202	08/30/2023	08/30/2024	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N/A		AOS				
D	If yes, describe under DESCRIPTION OF OPERATIONS below			WC419728502 WI	08/30/2023	08/30/2024	E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000
B	E&O - Professional Liability - Primary			03124806 Claims Made SIR applies per policy terms & conditions	08/30/2023	08/30/2024	Per Claim Aggregate	$1,000,000 $1,000,000

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

RE: MB Project Name: US 45 Streetscape Improvements, Project Number: TBD, 2022-3005-06. City of Mobile is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability, Automobile Liability and Umbrella Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy provisions. A Waiver of Subrogation is granted in favor of City of Mobile in accordance with the policy provisions of the General Liability, Automobile Liability, Professional Liability and Workers' Compensation policies. Should General Liability, Automobile Liability and Workers' Compensation Liability policies be cancelled before the expiration date thereof, the policy provisions of each policy will

CERTIFICATE HOLDER

City of Mobile
Attn: Tammy Olivero
Post Office Box 1827
Mobile AL 36633-1827 USA

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

Aon Risk Services Central, Inc.

Holder Identifier :

Certificate No : 570102498985

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AGENCY CUSTOMER ID: 570000027699
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Central, Inc.	Michael Baker International, Inc.
POLICY NUMBER	
See Certificate Number: 570102498985	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570102498985	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.

ACORD 101 (2008/01)

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Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 4197281-02	Effective Date: 08/30/2023

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

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B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

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

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

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1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.
This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MICHAEL BAKER INTERNATIONAL LLC

Endorsement Effective Date: 08/30/2023

SCHEDULE

Name Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO 4197281-02	08/30/2023	08/30/2024		15939000	$ **INCL**	$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MICHAEL BAKER INTERNATIONAL LLC

Endorsement Effective Date: 08/30/2023

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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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

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

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Blanket Notification to Others of Cancellation or Non-Renewal

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 4197281-02	Effective Date: 08/30/2023

This endorsement applies to insurance provided under the:

Commercial General Liability Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal,

unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

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D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph **B.1.** of this endorsement is amended to indicate the following number of days:	*
The total number of days for mailing or delivering with respect to Paragraph **B.2.** of this endorsement is amended to indicate the following number of days:	**
* If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply.	

All other terms and conditions of this policy remain unchanged.

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Blanket Notification to Others of Cancellation or Non-Renewal

ZURICH®

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 4197284-02	08/30/2023	08/30/2024		15939000	**INCL**	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

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CANCELLATION AND NONRENEWAL NOTICE ENDORSEMENT

A. Part Six – Conditions, Paragraph D.2. is replaced by the following:

D. Cancellation

2. We may cancel this policy. We must mail or deliver to you not less than 90 days advance written notice stating when the cancellation is to take effect except for cancellation for non-payment of premium. If we cancel this policy for non-payment of premium we must mail or deliver to you not less than ten days advance written notice. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

B. Part Six – Conditions, Paragraph F. is added.

F. Nonrenewal Notice

We will mail or deliver to you not less than 90 days advance written notice of our intention to nonrenew this policy. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

All other terms, conditions, provisions and exclusions of this policy remain the same.

EXHIBIT G: SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT AND DBE UTILIZATION REPORT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Jeffrey D. May (affiant) who, being duly sworn says as follows:

Vice President of Michael Baker International, 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 Vice President for Michael Baker International, Inc. that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said Michael Baker International, Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 19959.

Vice President of Michael Baker International, Inc.

Sworn to and subscribed before me this the 31st day of October, 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

S K WALL
Notary Public
Alabama State at Large

commission expires 11/2/2025

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

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

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

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

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

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

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	Michael Baker International, Inc.
Address	11 North Water Street, Suite 14290 Mobile, AL 36602
Telephone	251-380-0898
E-Mail	brian.morgan@mbakerintl.com

RFP/RFQ Solicitation Number	N/A
Project Description	US-45 Streetscape Improvements
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____ SDVO _____ Total #of Employees 3,750

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Brian Morgan

Signature: _____ Date: 10/31/2023

Title: Project Manager

The following employee will be designated as the DBE Liaison for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Brian Morgan Title: Project Manager

Email: brian.morgan@mbakerintl.com Phone: 251-380-0898

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company Michael Baker International, Inc. Your Bid/Proposal Amount $ N/A Date: 10/31/2023

____/____/____ Description

Name of Bidder/Proposer: US-45 Streetscape Improvements

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

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Michael Baker International, Inc.

Contact Person: Brian Morgan Phone 251-380-0898 Email brian.morgan@mbakerintl.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. _____

_____

_____

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# 2022-3005-06 Current Date 10 / 25 / 23

Project Description U.S. Hwy 45 Streetscape Improvements (Wilson-Prichard)

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.

Waiver requested due to the nature of the work. This is a contract for part-time construction inspection only.

The tasks are specialized and the cost is not enough to warrant the use of sub-contractors.

Contract for Michael Baker International, Inc. not to exceed $136,610.61.

Nick Amberger
Requested By (Department Director)

(Signature) City Engineer (Title) 10/25/2023 (Date)

251-208-7426 **Telephone Number**

nick.amberger@cityofmobile.org **Email Address**

Reviewed By (Office of Supplier Diversity)

Archnique Kidd (Signature) Supplier Diversity Manager (Title) 11/8/2023 (Date)

Approved By (CAO)

AGENDA ITEM SUMMARY SHEET

Agenda of:11/21/2023

Sponsored by:

Councilmember Reynolds

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	11/16/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/16/2023 - 12:50 PM

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 4305 and 4315 Halls Mill Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **November 21, 2023**, a public hearing will be held on the **19th day of December, 2023**, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at **4305 and 4315 Halls Mill Road** from **B-3, Community Business Suburban District and I-1, Light Industry District, to I-1, Light Industry District.**

The public hearing will be held at the **History Museum of Mobile, 111 S. Royal Street**, Mobile, Alabama. All persons who desire shall have an opportunity to be heard in favor of or in opposition to the proposed amendment at such time and place. Further, the City Council may consider zoning classifications other than the ones sought by the applicant, and may take other actions allowed by law.

Lisa C. Lambert
City Clerk

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

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE SOUTH 00° 52' 39" EAST 15.00 FEET TO A CORNER OF DU CHIEN SUBDIVISION AS RECORDED IN MAP BOOK 134, PAGE 110, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE CONTINUE SOUTH 00° 52' 39" EAST 517.32 FEET; THENCE SOUTH 66° 32' 38" WEST 203.67 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE SOUTH 66° 32' 38" WEST 32.91 FEET TO THE SOUTHEAST CORNER OF LOT 1, LANDMARK INDUSTRIAL PARK, UNIT THREE, PHASE 1 AS RECORDED IN MAP BOOK 108, PAGE 120 OF THE AFORESAID RECORDS; THENCE CONTINUE SOUTH 66° 32' 38" WEST 149.71 FEET TO THE SOUTHWEST CORNER OF LOT 1; THENCE NORTH 11° 46' 58" WEST 382.15 FEET TO THE NORTHWEST CORNER OF LOT 1; THENCE NORTHEASTWARDLY ALONG THE SOUTH LINE OF HALLS MILL ROAD AND ALONG THE ARC OF A 2203.00 FOOT RADIUS CURVE TO THE LEFT 297.68 FEET (CHORD BEARS NORTH 57° 57' 52" EAST 297.45 FEET); THENCE SOUTH 00° 49' 20" WEST 459.24 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from B-3, Community Business Suburban District and I-1, Light Industry District, to I-1, Light Industry District and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a I-1, Light Industry District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a I-1, Light Industry District until all of the conditions set forth below have been complied with: : 1. Completion of the Subdivision process for proposed Kitchens-Persons Subdivision; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 19th day of December, 2023, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 29th day of November, 2023 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **4305 & 4315 Halls Mill Road**.

The proposed amendment to the Unified Development Code changes the classification of the subject property from **B-3, Community Business Suburban District and I-1, Light Industry District, to I-1, Light Industry District.** Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **I-1** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **I-1** districts until the following conditions have been complied with: **1. Completion of the Subdivision process for proposed Kitchens-Persons Subdivision; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.**

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

AN ORDINANCE 2023

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

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE SOUTH 00° 52' 39" EAST 15.00 FEET TO A CORNER OF DU CHIEN SUBDIVISION AS RECORDED IN MAP BOOK 134, PAGE 110, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE CONTINUE SOUTH 00° 52' 39" EAST 517.32 FEET; THENCE SOUTH 66° 32' 38" WEST 203.67 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE SOUTH 66° 32' 38" WEST 32.91 FEET TO THE SOUTHEAST CORNER OF LOT 1, LANDMARK INDUSTRIAL PARK, UNIT THREE, PHASE 1 AS RECORDED IN MAP BOOK 108, PAGE 120 OF THE AFORESAID RECORDS; THENCE CONTINUE SOUTH 66° 32' 38" WEST 149.71 FEET TO THE SOUTHWEST CORNER OF LOT 1; THENCE NORTH 11° 46' 58" WEST 382.15 FEET TO THE NORTHWEST CORNER OF LOT 1; THENCE NORTHEASTWARDLY ALONG THE SOUTH LINE OF HALLS MILL ROAD AND ALONG THE ARC OF A 2203.00 FOOT RADIUS CURVE TO THE LEFT 297.68 FEET (CHORD BEARS NORTH 57° 57' 52" EAST 297.45 FEET); THENCE SOUTH 00° 49' 20" WEST 459.24 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from **B-3, Community Business Suburban District and I-1, Light Industry District, to I-1, Light Industry District** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **I-1, Light Industry District,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including

the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **I-1, Light Industry District** until all of the conditions set forth below have been complied with: **: 1. Completion of the Subdivision process for proposed Kitchens-Persons Subdivision; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.**

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

Adopted:

Lisa Lambert, City Clerk

Kitchens-Persons Subdivision (Byrd Surveying, Inc, Agent)
4305 & 4315 Halls Mill Road
Council District 4
Ben Reynolds

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

November 15, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on November 2, 2023 considered the request of **Kitchens-Persons Subdivision (Byrd Surveying, Inc, Agent)** for a change in zoning from **B-3, Community Business Suburban District and I-1, Light Industry District, to I-1, Light Industry District** for the property located at **4305 & 4315 Halls Mill Road.**

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

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

November 6, 2023

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

Re: 4305 & 4315 Halls Mill Road
ZON-UDC-002665-2023
Kitchens – Persons Subdivision
Kari Givens, Byrd Surveying, Inc.
District 4
Rezoning from Community Business Suburban District (B-3) and Light Industry District (I-1), to Light Industry District (I-1).

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

At its meeting on November 2, 2023, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined that the following criteria prevail to support the rezoning request:

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

As such, the Planning Commission voted to recommend Approval of the rezoning request to the City Council, subject to the following conditions:

1. Completion of the Subdivision process for proposed Kitchens-Persons Subdivision;
2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and,
3. Full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is $360.62. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By:
Margaret Pappas
Deputy Director of Planning and Zoning

LOT 1, KITCHENS – PERSONS SUBDIVISION

COMMENCING AT THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE SOUTH 00° 52' 39" EAST 15.00 FEET TO A CORNER OF DU CHIEN SUBDIVISION AS RECORDED IN MAP BOOK 134, PAGE 110, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE CONTINUE SOUTH 00° 52' 39" EAST 517.32 FEET; THENCE SOUTH 66° 32' 38" WEST 203.67 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE SOUTH 66° 32' 38" WEST 32.91 FEET TO THE SOUTHEAST CORNER OF LOT 1, LANDMARK INDUSTRIAL PARK, UNIT THREE, PHASE 1 AS RECORDED IN MAP BOOK 108, PAGE 120 OF THE AFORESAID RECORDS; THENCE CONTINUE SOUTH 66° 32' 38" WEST 149.71 FEET TO THE SOUTHWEST CORNER OF LOT 1; THENCE NORTH 11° 46' 58" WEST 382.15 FEET TO THE NORTHWEST CORNER OF LOT 1; THENCE NORTHEASTWARDLY ALONG THE SOUTH LINE OF HALLS MILL ROAD AND ALONG THE ARC OF A 2203.00 FOOT RADIUS CURVE TO THE LEFT 297.68 FEET (CHORD BEARS NORTH 57° 57' 52" EAST 297.45 FEET); THENCE SOUTH 00° 49' 20" WEST 459.24 FEET TO THE POINT OF BEGINNING.

MOBILE CITY PLANNING COMMISSION
October 10, 2023
PUBLIC HEARING NOTICE

Re: 4305 & 4315 Halls Mill Road
ZON-UDC-002665-2023
Kitchens – Persons Subdivision
Kari Givens, Byrd Surveying, Inc.
District 4
Rezoning from Community Business Suburban District (B-3) and Light Industry District (I-1), to Light Industry District (I-1).

Dear Applicant(s) / Owner(s):

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

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

The proposed application is Rezoning from Community Business Suburban District (B-3) and Light Industry District (I-1), to Light Industry District (I-1); however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, November 1, 2023, to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION
October 10, 2023
PUBLIC HEARING NOTICE

Re: 4305 & 4315 Halls Mill Road
ZON-UDC-002665-2023
Kitchens – Persons Subdivision
Kari Givens, Byrd Surveying, Inc.
District 4
Rezoning from Community Business Suburban District (B-3) and Light Industry District (I-1), to Light Industry District (I-1).

Dear Property Owner(s):

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

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

The proposed application is Rezoning from Community Business Suburban District (B-3) and Light Industry District (I-1), to Light Industry District (I-1); however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

While your presence is not required, this notice is to advise you of the meeting so that you may participate and if you wish, present your views concerning this application to the Planning Commission.

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, November 1, 2023, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes. For additional information or assistance, please contact a Planner at (251) 208-5895.

City of Mobile · Planning & Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**
Checklist A

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

☐ **Planned Development**
Checklist C

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

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

---

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

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

	Owner	Design Professional
Name:	PERSONS & MELLO	
Firm:		
Phone:	251-583-6815	
Email:		
Address:	4305 & 4315 HALLS MILL ROAD	

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

4305 & 4315 HALLS MILL ROAD
Property Address

11 8941
Property Area (acres or square feet)

KEY #03482519 & #01130154
Parcel Number(s) or Key Number(s)

I-1 & B-3
Present Zoning or Transect District

I-1
Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Owner Signature — Date: 9/18/23

Kari P. Given
Applicant or Agent Signature (if applicable) — Date: 9/18/23

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

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

Kari P. Given
Applicant or Agent Signature — Date: 9/18/23

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

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

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

THE OWNER OF 4315 HALLS MILL ROAD IS PROPOSING TO PURCHASE A 30' WIDE STRIP OF PROPERTY FROM 4305 HALLS MILL ROAD. THIS 30' STRIP NEEDS TO BE REZONED FROM B-3 TO I-1. BASICALLY, THESE PROPERTIES WILL LOOK THE SAME AS THE COMPREHENSIVE PLAN.

LIGHT INDUSTRY
Future Land Use Map (FLUM) Designation

I-1 & B-3
Requested Zoning

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

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

THIS PROPOSAL SHOULD BE NO DIFFERENT THAN WHAT IS EXISTING.

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

THE 30' STRIP IS TO BE COMBINED WITH THE 4315 HALLS MILL ROAD PROPERTY TO ALLOW FOR AN EXPANSION OF THE EXISTING BUILDING.

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

1. Describe the current development trends in the area of the property.
   THIS AREA IS DEVELOPED WITH OFFICE / WAREHOUSES AND OUTSIDE EQUIPMENT STORAGE.

2. Describe the surrounding land uses.
   THIS AREA IS DEVELOPED WITH B-3 AND I-1 USES.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
   THIS PROPOSAL SHOULD NOT HAVE ANY ADVERSE IMPACTS TO NEIGHBORING PROPERTIES.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
   THE NECESSARY INFRASTRUCTURE IS EXISTING AT THIS SITE.

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
   THE EXPANSION OF THIS BUSINESS IS AN EXAMPLE OF GROWTH IN THE CITY OF MOBILE.

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

N/A

CONTACT INFORMATION and SIGNATURES – for online applications
Mobile City Planning Commission and Board of Zoning Adjustment

APPLICANT(S)

The undersigned submits the associated application for consideration by the Mobile City Planning Commission or the Board of Zoning Adjustments.

Kari P. Givens Date: 9/12/23

Signature of owner or authorized agent of owner is required to file (if applicant is not the owner).

Type name: KARI P. GIVENS	
Business Name: BYRD SURVEYING, INC.	
Address: 2609 HALLS MILL ROAD	
City, State, Zip Code: MOBILE, ALABAMA 36606	
Telephone: 251-476-5010	Email:

PROPERTY OWNER(S)

Signature of property owner, or letter (separately attached electronically) from (each) property owner authorizing applicant to submit application.

Signature: Leigh K. Mello Date:

Type name: LEIGH K. MELLO	
Business Name:	
Address: 4305 HALLS MILL ROAD	
City, State, Zip Code: MOBILE, AL 36693	
Telephone: 251-583-6815	Email:

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

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

Signature: Leigh K. Mello Date:

Type name: LEIGH K. MELLO

Use additional pages / copies of this form as needed.

CONTACT INFORMATION and SIGNATURES – for online applications
Mobile City Planning Commission and Board of Zoning Adjustment

APPLICANT(S)

The undersigned submits the associated application for consideration by the Mobile City Planning Commission or the Board of Zoning Adjustments.

Kari P. Givens Date: 9/12/23

Signature of owner or authorized agent of owner is required to file (if applicant is not the owner).

Type name:	KARI P. GIVENS
Business Name:	BYRD SURVEYING, INC.
Address:	2609 HALLS MILL ROAD
City, State, Zip Code:	MOBILE, ALABAMA 36606
Telephone: 251-476-5010	Email:

PROPERTY OWNER(S)

Signature of property owner, or letter (separately attached electronically) from (each) property owner authorizing applicant to submit application.

Signature: Paul F. Persons Jr. - Owner/Pres Date:

Type name:	PERSONS DEVELOPMENT & CONSTRUCTION
Business Name:	
Address:	4315 HALLS MILL ROAD
City, State, Zip Code:	MOBILE, AL 36693
Telephone: 251-583-6815	Email:

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

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

Signature: Paul F. Persons Jr - Owner/Pres Date: 9/18/23

Type name: PERSONS DEVELOPMENT & CONSTRUCTION

Use additional pages / copies of this form as needed.

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

September 8, 2023

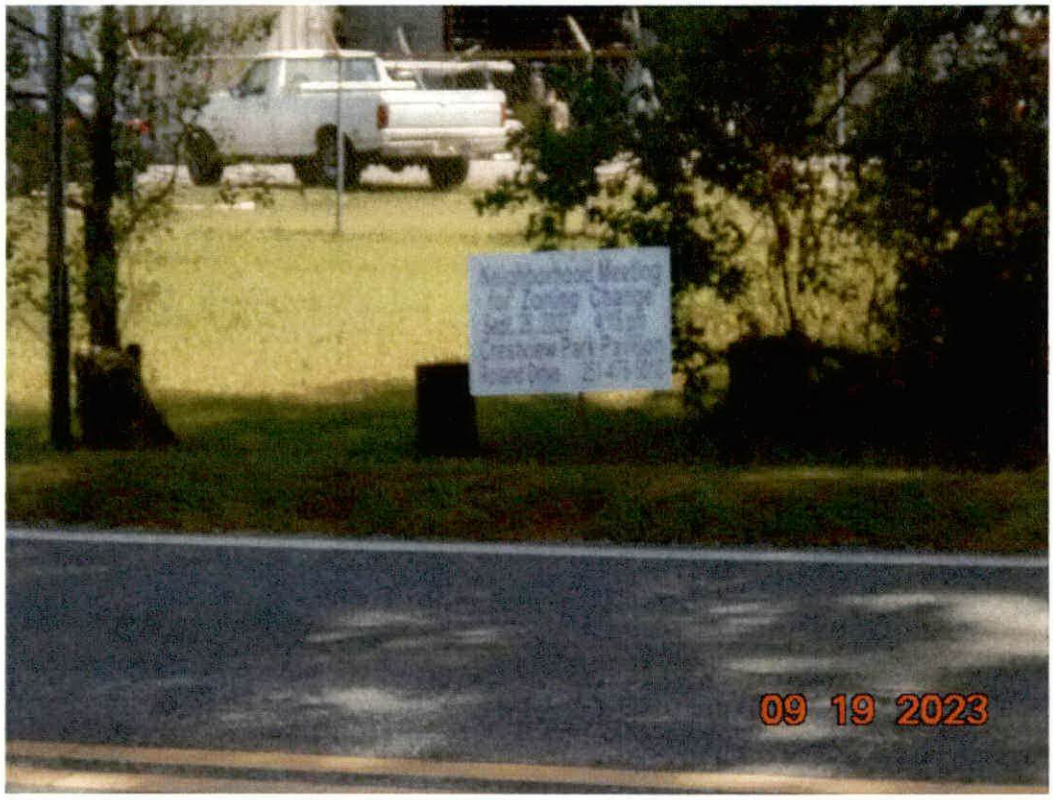
Dear Neighbor,

The owner of 4315 Halls Mill Road is proposing to purchase a strip of land 30' wide from the owner of 4305 Halls Mill Road for an addition to the existing building. The zoning classification for 4315 is I-1 and 4305 is B-3, therefore the city requires a rezoning application to combine the existing 4315 Halls Mill Road property and the 30' strip into a total I-1 zoning classification. The balance of 4305 Halls Mill Road will remain as it exists.

These plans will be further explained at a neighborhood meeting to be held at the pavilion in Crestview Park at 4:15 p.m. on September 26, 2023.

Sincerely,

Gerald D. Byrd


09 19 2023

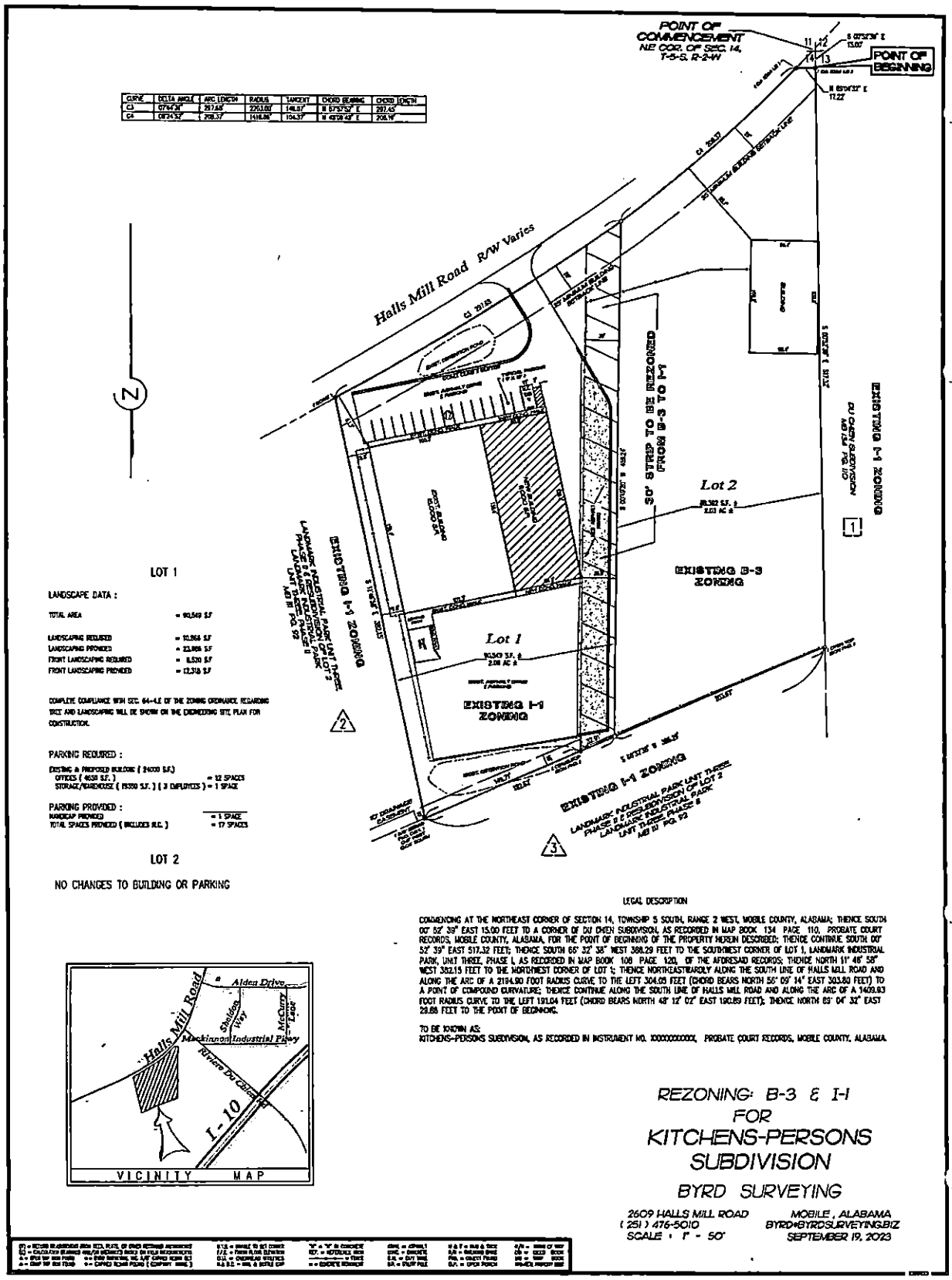
Riviere Du Chien
Neighborhood Meeting
for Zoning Change
Sept. 26, 2023 4:15 pm
Crestview Park Pavilion
Roland Drive 251-476-5010
09 19 2023

DESCRIPTION AND JUSTIFICATION FOR
REZONING APPLICATION FOR PROPOSED KITCHENS – PERSONS SUBDIVISION

THE OWNER OF 4315 HALLS MILL ROAD IS PROPOSING TO PURCHASE A 30' WIDE STRIP OF PROPERTY FROM 4305 HALLS MILL ROAD. THIS 30' STRIP NEEDS TO BE REZONED FROM B-3 TO I-1. BASICALLY, THESE PROPERTIES WILL LOOK THE SAME AS THE COMPREHENSIVE PLAN.

LEGAL DESCRIPTION FOR KITCHENS – PERSONS SUBDIVISION & REZONING

COMMENCING AT THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE SOUTH 00° 52' 39" EAST 15.00 FEET TO A CORNER OF DU CHIEN SUBDIVISION, AS RECORDED IN MAP BOOK 134 PAGE 110, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE SOUTH 00° 52' 39" EAST 517.32 FEET; THENCE SOUTH 66° 32' 38" WEST 386.29 FEET TO THE SOUTHWEST CORNER OF LOT 1, LANDMARK INDUSTRIAL PARK, UNIT THREE, PHASE I, AS RECORDED IN MAP BOOK 108 PAGE 120, OF THE AFORESAID RECORDS; THENCE NORTH 11° 46' 58" WEST 382.15 FEET TO THE NORTHWEST CORNER OF LOT 1; THENCE NORTHEASTWARDLY ALONG THE SOUTH LINE OF HALLS MILL ROAD AND ALONG THE ARC OF A 2194.90 FOOT RADIUS CURVE TO THE LEFT 304.05 FEET (CHORD BEARS NORTH 56° 09' 14" EAST 303.80 FEET) TO A POINT OF COMPOUND CURVATURE; THENCE CONTINUE ALONG THE SOUTH LINE OF HALLS MILL ROAD AND ALONG THE ARC OF A 1409.93 FOOT RADIUS CURVE TO THE LEFT 191.04 FEET (CHORD BEARS NORTH 48° 12' 02" EAST 190.89 FEET); THENCE NORTH 89° 04' 32" EAST 29.86 FEET TO THE POINT OF BEGINNING.



CURVE	DELTA ANGLE	ARC LENGTH	RADIUS	TANGENT	CHORD BEARING	CHORD LENGTH
C1	07°47'38"	297.68'	2190.00'	148.97'	N 87°53'53" E	297.45'
C2	08°24'52"	208.37'	1418.86'	104.39'	N 49°09'48" E	208.19'

LOT 1

LANDSCAPE DATA :

TOTAL AREA	= 90,549 S.F.
LANDSCAPING REQUIRED	= 10,866 S.F.
LANDSCAPING PROVIDED	= 23,808 S.F.
FRONT LANDSCAPING REQUIRED	= 8,520 S.F.
FRONT LANDSCAPING PROVIDED	= 12,316 S.F.

COMPLETE COMPLIANCE WITH SEC. 64-4.E OF THE ZONING ORDINANCE REGARDING TREE AND LANDSCAPING WILL BE SHOWN ON THE ENGINEERING SITE PLAN FOR CONSTRUCTION.

PARKING REQUIRED :

EXISTING & PROPOSED BUILDING (24000 S.F.)
OFFICES (4650 S.F.) = 12 SPACES
STORAGE/WAREHOUSE (19350 S.F.) (3 EMPLOYEES) = 1 SPACE

PARKING PROVIDED :

HANDICAP PROVIDED	= 1 SPACE
TOTAL SPACES PROVIDED (INCLUDES H.C.)	= 17 SPACES

LOT 2

NO CHANGES TO BUILDING OR PARKING

LEGAL DESCRIPTION

COMMENCING AT THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE SOUTH 00° 52' 39" EAST 15.00 FEET TO A CORNER OF DU CHIEN SUBDIVISION, AS RECORDED IN MAP BOOK 134 PAGE 110, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE SOUTH 00° 52' 39" EAST 517.32 FEET; THENCE SOUTH 65° 32' 38" WEST 388.29 FEET TO THE SOUTHWEST CORNER OF LOT 1, LANDMARK INDUSTRIAL PARK, UNIT THREE, PHASE II, AS RECORDED IN MAP BOOK 108 PAGE 120, OF THE AFORESAID RECORDS; THENCE NORTH 11° 48' 58" WEST 352.15 FEET TO THE NORTHWEST CORNER OF LOT 1; THENCE NORTHEASTWARDLY ALONG THE SOUTH LINE OF HALLS MILL ROAD AND ALONG THE ARC OF A 2194.90 FOOT RADIUS CURVE TO THE LEFT 304.05 FEET (CHORD BEARS NORTH 55° 09' 14" EAST 303.80 FEET) TO A POINT OF COMPOUND CURVATURE; THENCE CONTINUE ALONG THE SOUTH LINE OF HALLS MILL ROAD AND ALONG THE ARC OF A 1409.93 FOOT RADIUS CURVE TO THE LEFT 191.04 FEET (CHORD BEARS NORTH 48° 12' 02" EAST 190.89 FEET); THENCE NORTH 89° 04' 32" EAST 29.88 FEET TO THE POINT OF BEGINNING.

TO BE KNOWN AS:
KITCHENS-PERSONS SUBDIVISION, AS RECORDED IN INSTRUMENT NO. XXXXXXXXXX, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

REZONING: B-3 & I-1 FOR KITCHENS-PERSONS SUBDIVISION

BYRD SURVEYING

2609 HALLS MILL ROAD
(251) 476-5010
SCALE : 1" = 50'

MOBILE, ALABAMA
BYRD@BYRDSURVEYINGBIZ
SEPTEMBER 19, 2023

Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, AL 36606

Persons Development & Construction Services, LLC
4474 Halls Mill Road
Mobile, AL 36693

Leigh K. Mello
4305 Halls Mill Road
Mobile, AL 36693

Dalton Holdings, LLC
4251 Alden Drive
Mobile, AL 36693

TLC Properties, Inc.
c/o The Lamar Companies
P. O. Box 66338
Baton Rouge, LA 70896

Four Eagles Halls Mill, LLC
c/o Greg Marshall
13905 Shell Belt Road
Bayou La Batre, AL 36509

Cammie & Larry's Old Dutch Creamery
10901 Longview Drive S.
Grand Bay, AL 36541

Richard A. Russell
5500 Plantation Road
Theodore, AL 36582

Walter & Faye Tidwell
3305 Anson Court
Mobile, AL 36605

Pintail Properties, LLC, and
Bart & Gina Briggs
17985 Scenic Highway 98
Fairhope, AL 36532

CTCG Assets, LLC
4254 Halls Mill Road
Mobile, AL 36693

Mobile Fence Co., Inc.
4308 Halls Mill Road
Mobile, AL 36693

Halls Mill, LLC
P. O. Box 2862
Mobile, AL 36652

Joseph W. Penton, Jr.
5453 Old Shell Road, Apt. 106
Mobile, AL 36608

North Florida, LLC
P. O. Box 81306
Mobile, AL 36689

Agenda Item # 6

SUB-002664-2023 & ZON-UDC-002665-2023

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Rezoning

DETAILS

Location:
4305 and 4315 Halls Mill Road

Subdivision Name:
Kitchens – Persons Subdivision

Applicant / Agent:
Kari Givens, Byrd Surveying, Inc.

Property Owner:
Leigh K. Mello and Persons Development & Construction Services, LLC

Current Zoning:
B-3, Community Business Suburban District, and I-1, Light Industry District

Proposed Zoning:
I-1, Light Industry District

Future Land Use:
Light Industry

Applicable Codes, Policies, and Plans:
- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Proposal:
- Subdivision approval to create two (2) legal lots of record;
- Rezoning from B-3 and I-1 to I-1
- **Note:**
  Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:
1. Subdivision proposal with ten (10) conditions; and
2. Rezoning with three (3) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 5
Exhibits 7

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL

The site is surrounded by commercial and industrial units.

APPLICATION NUMBER 6 DATE November 2, 2023

APPLICANT Kitchens-Persons Subdivision

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

N

NTS

SITE HISTORY

The subject site was assigned R-A, Residential-Agricultural zoning with the adoption of the Zoning Ordinance in 1967. In 1973, the Eastern portion of the site was granted a Use Variance to allow home sales. In 1974, a Use Variance was granted for that portion to operate as an office building for an electrical contractor. In 1978, a Use Variance was denied for the Western portion of the site to be developed as a business for telephone communications.

The Western portion of the site was rezoned from R-A to I-1, Light Industry, in 1979. The Eastern portion of the site was rezoned from R-A to B-3, Community Business, in 1980.

In 2005, the Commission approved Landmark Industrial Park Subdivision, Unit Three, Phase 1, and the Western portion of the site was recorded as Lot 1 of that subdivision. A Sidewalk Waiver was also approved at that time for Lot 1.

STAFF COMMENTS

Engineering Comments:

SUBDIVISION

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 23 - #86) LOTS 1 and 2 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – NONE AND lot 2 – 24,000 sf.
C. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

REZONING

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.

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

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

Planning Comments:

Subdivision

The applicant is proposing a two (2)-lot subdivision consisting of one (1) recorded lot of record, and one (1) existing metes-and-bounds parcel. The preliminary plat indicates that the existing common internal property line is to be relocated thirty (30) feet to the East to enlarge the recorded lot (Lot 1, Landmark Industrial Park Subdivision, Unit Three, Phase 1). Both proposed lots would exceed the minimum area requirements of the Subdivision Regulations and the Unified Development Code for the respective zoning districts. If approved, the lot size labels in both square feet and acres should be retained on the Final Plat, or a table should be furnished on the Final Plat providing the same information.

The site has frontage on Halls Mill Road, a minor arterial street with a required 70-foot right-of-way. The preliminary plat indicates a current varying right-of-way width, with proposed dedication to provide a compliant 35 feet from the centerline of Halls Mill Road along the site frontage.

As on the preliminary plat the 25-foot minimum building setback line along Halls Mill Road from the dedicated right-of-way should be retained on the Final Plat, if approved.

The plat indicates a drainage easement along the South end of proposed Lot 1. Therefore, a note should be placed on the Final Plat stating that no structures are allowed in any easement without permission of the easement holder.

Lot 1, Landmark Industrial Park Subdivision, Unit Three, Phase 1 is currently zoned I-1, Light Industry, and the adjacent metes-and-bounds parcel is currently zoned B-3, Community Business Suburban. As proposed Lot 1 would incorporate 30 feet of the existing metes-and-bounds parcel which is zoned B-3, the proposed rezoning from B-3 and I-1 to I-1 for proposed Lot 1 should be completed to eliminate split zoning before the Final Plat can be signed.

It should also be noted that due to the expansion of the existing lot and the proposed new construction, a new Sidewalk Waiver request will be required, or sidewalk provided.

Rezoning

With the proposed subdivision, a split-zoned situation would occur. In order to eliminate split zoning, the applicant proposes to rezone the proposed Lot 1 from B-3 and I-1 to I-1. In this instance, the subdivision of land makes reclassification necessary and desirable to eliminate split zoning. The proposed I-1 classification would be in keeping with the Future Land Use Map I-1 Light Industry classification for the site. The Rezoning process should be completed prior to signing the Final Plat for the proposed subdivision.

SUBDIVISION CONSIDERATIONS

Standards of Review:

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

Considerations:

If the Planning Commission considers approving the Subdivision request, the following conditions could apply:

1. Completion of the Rezoning process from B-3 and I-1 to I-1 for proposed Lot 1 prior to signing the Final Plat;
2. Retention of the lot size labels in both square feet and acres, or the furnishing of a table on the Final Plat providing the same information;
3. Dedication to provide 35 feet from the centerline of Halls Mill Road along the site frontage;
4. Retention of the 25-foot minimum building setback line along Halls Mill Road as measured from the dedicated right-of-way;
5. Placement of a note on the Final Plat stating that no structures are allowed in any easement without permission of the easement holder;
6. Provision of a sidewalk along Halls Mill Road at time of new construction/expansion, or submission of a Sidewalk Waiver for the lot;
7. Compliance with all Engineering comments noted in this staff report;

8. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
9. Compliance with all Urban Forestry comments noted in this staff report; and,
10. Compliance with all Fire Department comments noted in this staff report.

REZONING CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that Rezonings are intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

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

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

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

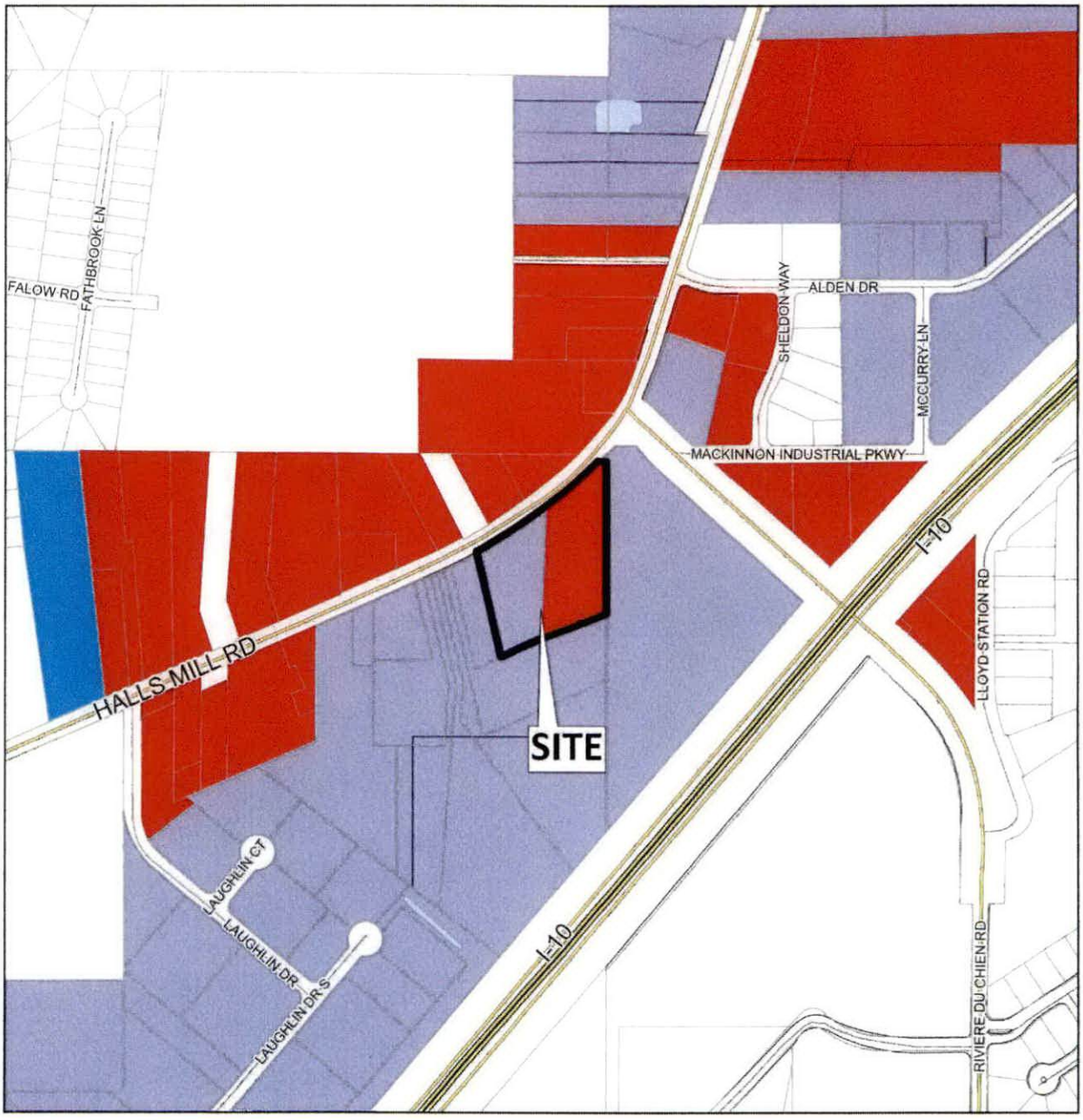
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

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

1. Completion of the Subdivision process for proposed Kitchens-Persons Subdivision;
2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and,
3. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 6 DATE November 2, 2023

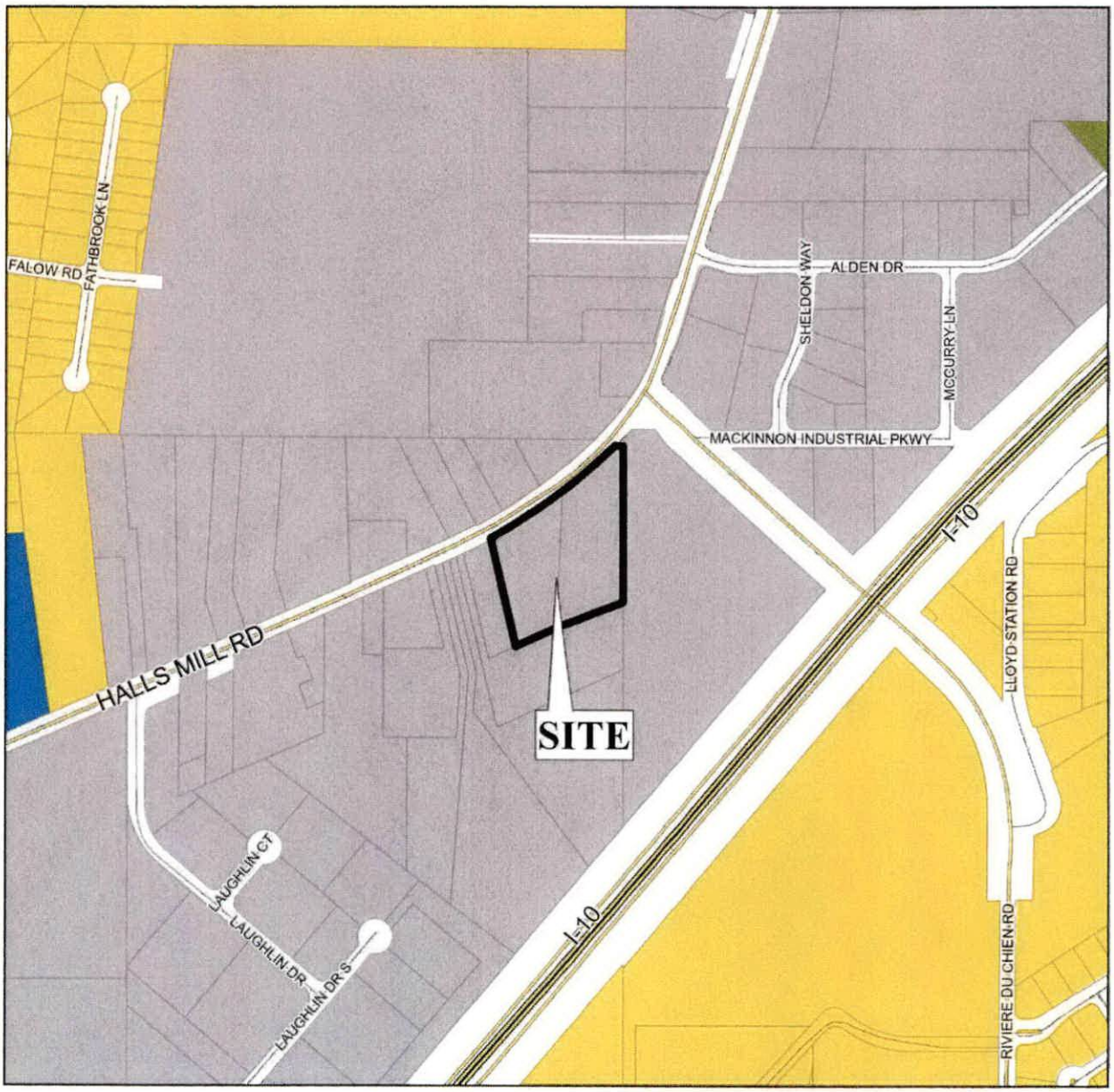
APPLICANT Kitchens-Persons Subdivision

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

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 6 DATE November 2, 2023

APPLICANT Kitchens-Persons Subdivision

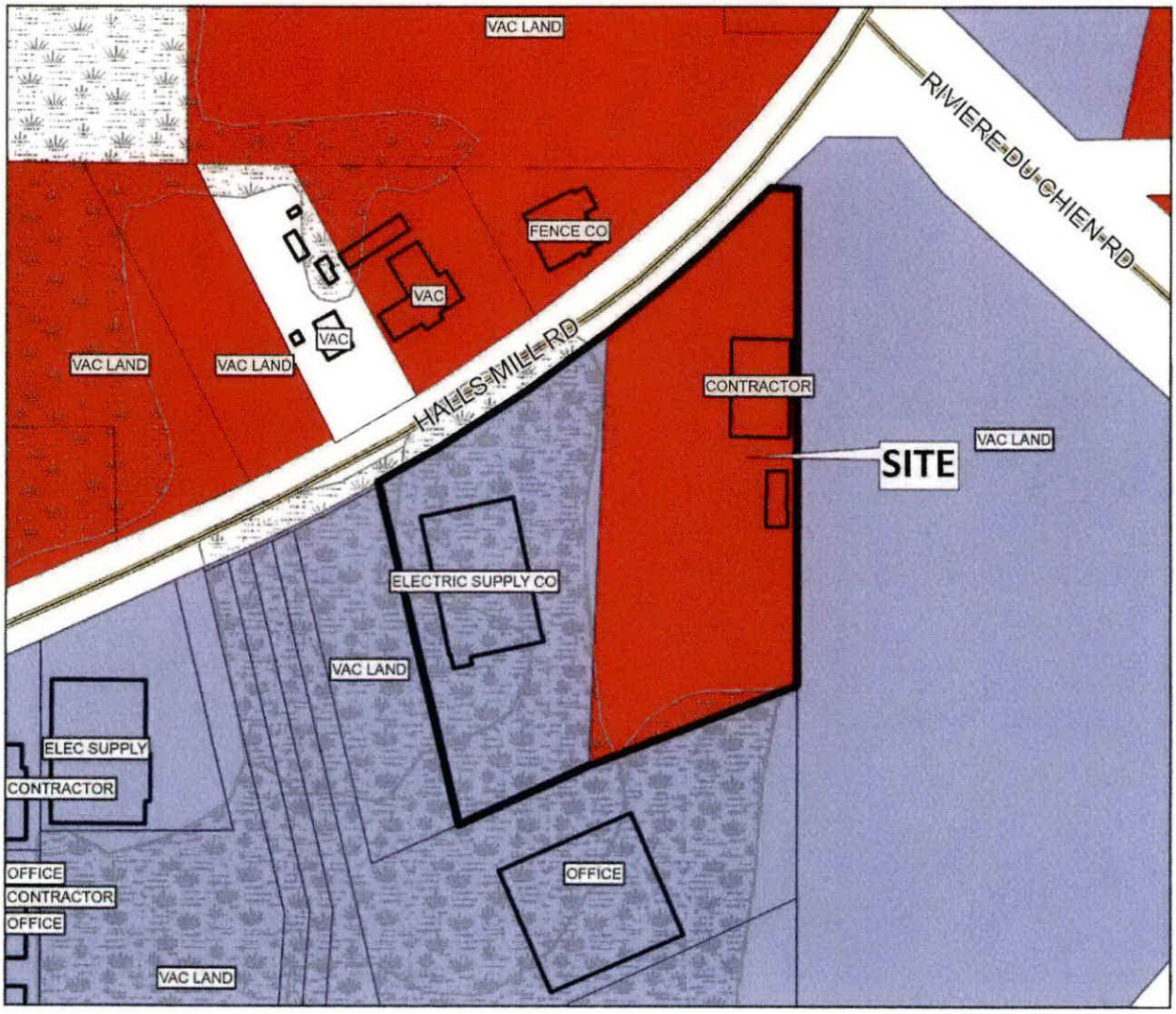
REQUEST Subdivision, and Rezoning from I-1 and B-3 to I-1

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and industrial units.

APPLICATION NUMBER 6 DATE November 2, 2023

APPLICANT Kitchens-Persons Subdivision

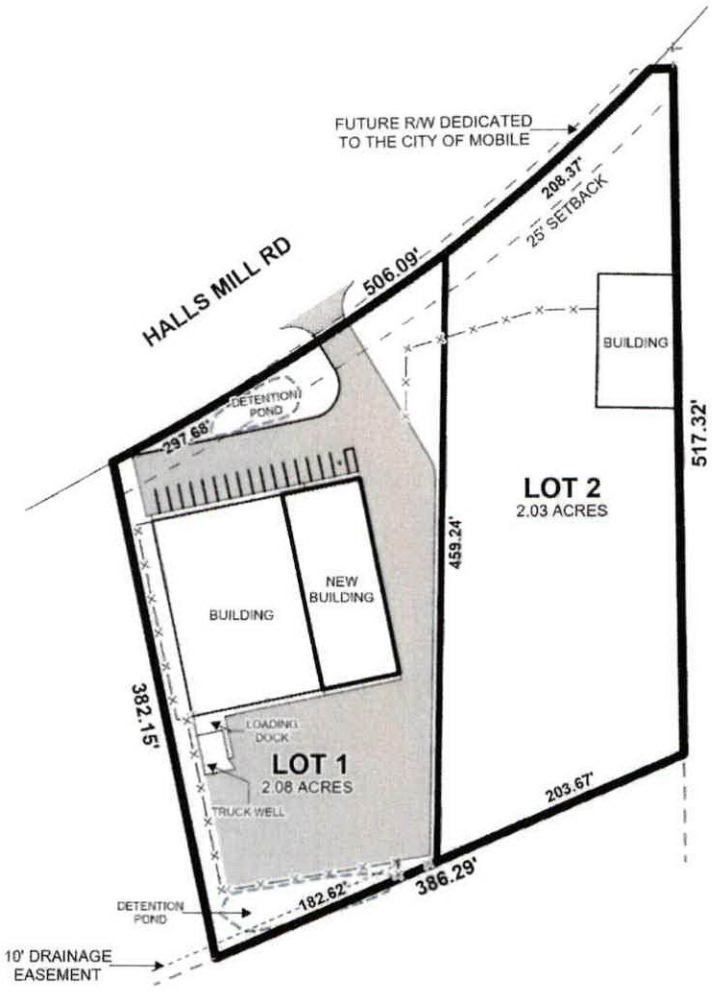
REQUEST Subdivision, and Rezoning from I-1 and B-3 to I-1

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

N

NTS

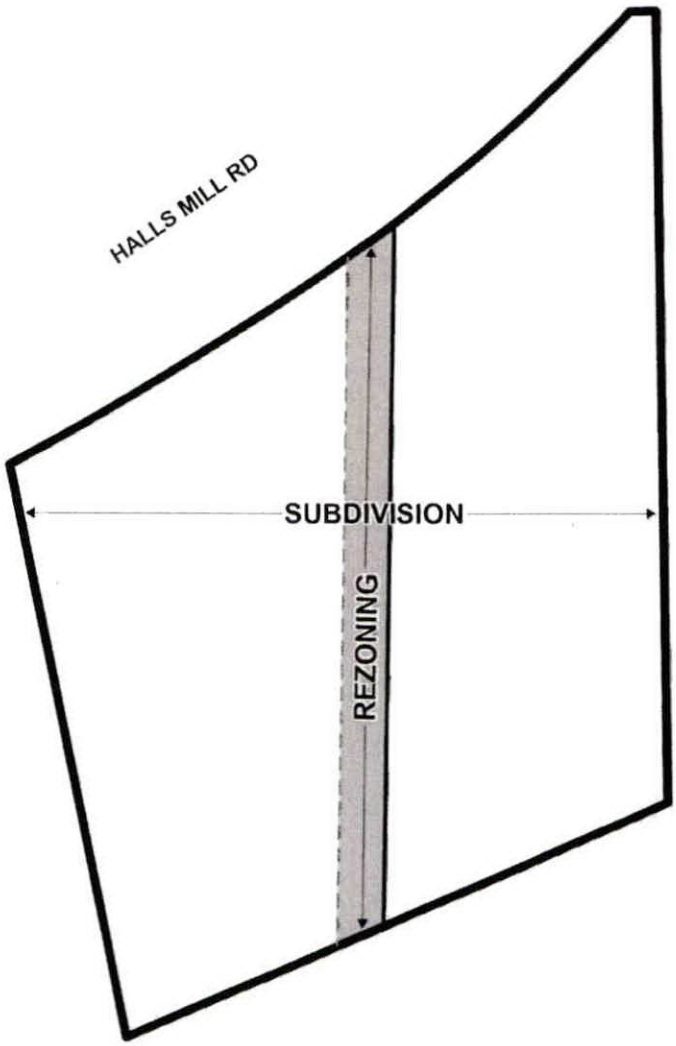
SITE PLAN



The site plan illustrates the proposed lots,
existing buildings. new buildings ponds, and setbacks

APPLICATION NUMBER 6 DATE November 2, 2023 APPLICANT Kitchens-Persons Subdivision REQUEST Subdivision, and Rezoning from I-1 and B-3 to I-1	N NTS

DETAIL SITE PLAN



APPLICATION NUMBER 6 DATE November 2, 2023

APPLICANT Kitchens-Persons Subdivision

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

N

NTS

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

Zoning District Correspondence Matrix

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

LIGHT INDUSTRY (LI)

This land use designation applies to an array of modern, low-impact industrial uses that include assembly and processing, warehousing, distribution and wholesaling facilities. The bulk of the light industrial use must be contained within a building or facility. If a light industrial use requires outside storage, the storage must be limited in area and appropriately screened from view in accordance to specific zoning requirements. This designation may also include uses such as complementary offices and retail.

LI also includes areas that may be regarded as "industrial business", where the land uses include business administration and logistics operations for industrial concerns, building trade contractors facilities and advance research facilities, as well as stand-alone educational, scientific and industrial research facilities, or any combination of those facilities located in light industrial and technology parks. Many parcels used for industrial business are smaller and scattered throughout Mobile. For this reason, these parcels are not singled out in the FLUM, but rather are addressed through zoning.

Light industrial uses are characterized by attractive, accessible and connected development, compatible with the character of surrounding neighborhoods. Development may take the form of planned campuses in park-like settings or unified design corridors, with consideration to factors such as site and building orientation, building design, landscaping and buffering, lighting, continuity of pedestrian networks, access and connectivity to transit and to freight transportation.

Heavy commercial and, in some cases, high-density residential land uses may serve as transitions between LI and other, lower-intensity land use designations. Protection buffers may also be required by zoning.

AGENDA ITEM SUMMARY SHEET

Agenda of:11/21/2023

Sponsored by:

Councilmember Reynolds

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	11/16/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/16/2023 - 1:10 PM

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 4354 and 4364 Halls Mill Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **November 21, 2023,** a public hearing will be held on the **19th day of December, 2023,** at 10:30 a.m., to consider adoption of an ordinance to rezone property located at **4354 and 4364 Halls Mill Road** from **R-1, Single-Family Residential Suburban District and B-3, Community Business Suburban District, to I-1, Light Industry District.**

The public hearing will be held at the **History Museum of Mobile, 111 S. Royal Street,** Mobile, Alabama. All persons who desire shall have an opportunity to be heard in favor of or in opposition to the proposed amendment at such time and place. Further, the City Council may consider zoning classifications other than the ones sought by the applicant, and may take other actions allowed by law.

Lisa C. Lambert
City Clerk

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

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE WESTWARDLY 544.00 FEET TO A HALF INCH OPEN TOP IRON FOUND AT THE NORTHWEST CORNER OF THE MOBILE FENCE COMPANY PROPERTY AS DESCRIBED IN INSTRUMENT NO. 2019057190, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE WITH AN INTERIOR ANGLE OF 61° 10' RUN SOUTH 30° 07' 30" EAST ALONG THE WEST LINE OF THE MOBILE FENCE COMPANY PROPERTY 266.70 FEET TO A POINT ON THE NORTH LINE OF HALLS MILL ROAD; THENCE SOUTHWESTWARDLY ALONG SAID NORTH LINE AND ALONG THE ARC OF A CURVE 111.33 FEET (CHORD BEARS SOUTH 60° 17' 51" WEST 111.32 FEET); THENCE NORTH 25° 47' 26" WEST 10.00 FEET TO THE SOUTHEAST CORNER OF LOT 2, STEWART COMMERCIAL SUBDIVISION AS RECORDED IN MAP BOOK 96, PAGE 26 OF THE AFORESAID RECORDS; THENCE SOUTHWESTWARDLY ALONG THE NORTH LINE OF HALLS MILL ROAD AND ALONG THE ARC OF A 3086.84 FOOT RADIUS CURVE 105.24 FEET TO THE SOUTHWEST CORNER OF LOT 2; THENCE NORTH 25° 47' 16" WEST 363.31 FEET TO THE

NORTHWEST CORNER OF LOT 2; THENCE SOUTH 88° 26' 10" EAST 118.37 FEET TO THE NORTHEAST CORNER OF LOT 2; THENCE NORTH 88° 47' 12" EAST 99.96 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from R-1, Single-Family Residential Suburban District and B-3, Community Business Suburban District, to I-1, Light Industry District and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a I-1, Light Industry District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a I-1, Light Industry District until all of the conditions set forth below have been complied with: 1. Completion of the Subdivision process; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 19th day of December, 2023, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 29th day of November, 2023 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **4354 & 4364 Halls Mill Road.**

The proposed amendment to the Unified Development Code changes the classification of the subject property from **R-1, Single-Family Residential Suburban District and B-3, Community Business Suburban District, to I-1, Light Industry District.** Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **I-1** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **I-1** districts until the following conditions have been complied with: **1. Completion of the Subdivision process; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.**

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

AN ORDINANCE 2023

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

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE WESTWARDLY 544.00 FEET TO A HALF INCH OPEN TOP IRON FOUND AT THE NORTHWEST CORNER OF THE MOBILE FENCE COMPANY PROPERTY AS DESCRIBED IN INSTRUMENT NO. 2019057190, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE WITH AN INTERIOR ANGLE OF 61° 10' RUN SOUTH 30° 07' 30" EAST ALONG THE WEST LINE OF THE MOBILE FENCE COMPANY PROPERTY 266.70 FEET TO A POINT ON THE NORTH LINE OF HALLS MILL ROAD; THENCE SOUTHWESTWARDLY ALONG SAID NORTH LINE AND ALONG THE ARC OF A CURVE 111.33 FEET (CHORD BEARS SOUTH 60° 17' 51" WEST 111.32 FEET); THENCE NORTH 25° 47' 26" WEST 10.00 FEET TO THE SOUTHEAST CORNER OF LOT 2, STEWART COMMERCIAL SUBDIVISION AS RECORDED IN MAP BOOK 96, PAGE 26 OF THE AFORESAID RECORDS; THENCE SOUTHWESTWARDLY ALONG THE NORTH LINE OF HALLS MILL ROAD AND ALONG THE ARC OF A 3086.84 FOOT RADIUS CURVE 105.24 FEET TO THE SOUTHWEST CORNER OF LOT 2; THENCE NORTH 25° 47' 16" WEST 363.31 FEET TO THE NORTHWEST CORNER OF LOT 2; THENCE SOUTH 88° 26' 10" EAST 118.37 FEET TO THE NORTHEAST CORNER OF LOT 2; THENCE NORTH 88° 47' 12" EAST 99.96 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from **R-1, Single-Family Residential Suburban District and B-3, Community Business Suburban District, to I-1, Light Industry District** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said

Ordinance in a **I-1, Light Industry District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **I-1, Light Industry District** until all of the conditions set forth below have been complied with: **1. Completion of the Subdivision process; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.**

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

Adopted:

_____

Lisa Lambert, City Clerk

HMR One Subdivision (Byrd Surveying, Inc, Agent)
4354 & 4364 Halls Mill Road
Council District 4
Ben Reynolds

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

November 15, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on November 2, 2023 considered the request of **HMR One Subdivision (Byrd Surveying, Inc, Agent)** for a change in zoning from **R-1, Single-Family Residential Suburban District and B-3, Community Business Suburban District, to I-1, Light Industry District** for the property located at **4354 & 4364 Halls Mill Road.**

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

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

November 6, 2023

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

Re: 4354 & 4364 Halls Mill Road
ZON-UDC-002667-2023
HMR One Subdivision
Kari Givens, Byrd Surveying, Inc.
District 4
Rezoning from Single-Family Residential Suburban District (R-1) and Community Business Suburban District (B-3), to Light Industry District (I-1).

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

At its meeting on November 2, 2023, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined that the following criteria prevail to support the rezoning request:

A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
B) Compatibility. The proposed amendment is compatible with:
   a. The current development trends, if any, in the vicinity of the subject property;
   b. Surrounding land uses;
   c. Would adversely impact neighboring properties; or
   d. Cause a loss in property values.
C) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
D) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
E) Change. Changed or changing conditions in a particular area make an amendment necessary and desirable.
F) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend Approval of the rezoning request to the City Council, subject to the following conditions:

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

The advertising fee for this application based on the current legal description is $372.78. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas
Margaret Pappas
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION
October 10, 2023
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: 4354 & 4364 Halls Mill Road
ZON-UDC-002667-2023
HMR One Subdivision
Kari Givens, Byrd Surveying, Inc.
District 4
Rezoning from Single-Family Residential Suburban District (R-1) and Community Business Suburban District (B-3), to Light Industry District (I-1).

Dear Applicant(s) / Owner(s):

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

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

The proposed application is Rezoning from Community Business Suburban District (B-3) and Light Industry District (I-1), to Light Industry District (I-1); however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, November 1, 2023, to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION
October 10, 2023
PUBLIC HEARING NOTICE

Re: 4354 & 4364 Halls Mill Road
ZON-UDC-002667-2023
HMR One Subdivision
Kari Givens, Byrd Surveying, Inc.
District 4
Rezoning from Single-Family Residential Suburban District (R-1) and Community Business Suburban District (B-3), to Light Industry District (I-1).

Dear Property Owner(s):

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

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

The proposed application is Rezoning from Community Business Suburban District (B-3) and Light Industry District (I-1), to Light Industry District (I-1); however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

While your presence is not required, this notice is to advise you of the meeting so that you may participate and if you wish, present your views concerning this application to the Planning Commission.

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, November 1, 2023, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes. For additional information or assistance, please contact a Planner at (251) 208-5895.

NEIGHBORHOOD MEETING DOCUMENTATION

The following are required for neighborhood meeting documentation. Please provide a statement for all items. Refer to Section 64-5-4 of the UDC for full requirements.

This section applies to any of the following applications:

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

Please verify the following documentation is provided:

☐ Dated Photograph(s) of the posted sign(s)
☐ The verified address list of surrounding property owners who were notified
☐ A sign-in sheet documenting meeting attendance
☐ Written summary or minutes of the meeting
☐ Copies of any site plans, building elevations or other documents provided or referenced at the meeting

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?
   THE MEETING WAS SCHEDULED FOR 4:15 P.M. ON SEPTEMBER 26, 2023 AT THE CRESTVIEW PARK PAVILLION ON ROLAND DRIVE.

2. What information was presented at the meeting?
   N/A - SEE ATTACHED

3. What concerns were raised during the meeting?
   N/A - SEE ATTACHED

4. Were any modifications made or considered in response to the concerns raised at the meeting?
   N/A - SEE ATTACHED

ATTACHMENT FOR NEIGHBORHOOD MEETING FOR
HMR ONE REZONING

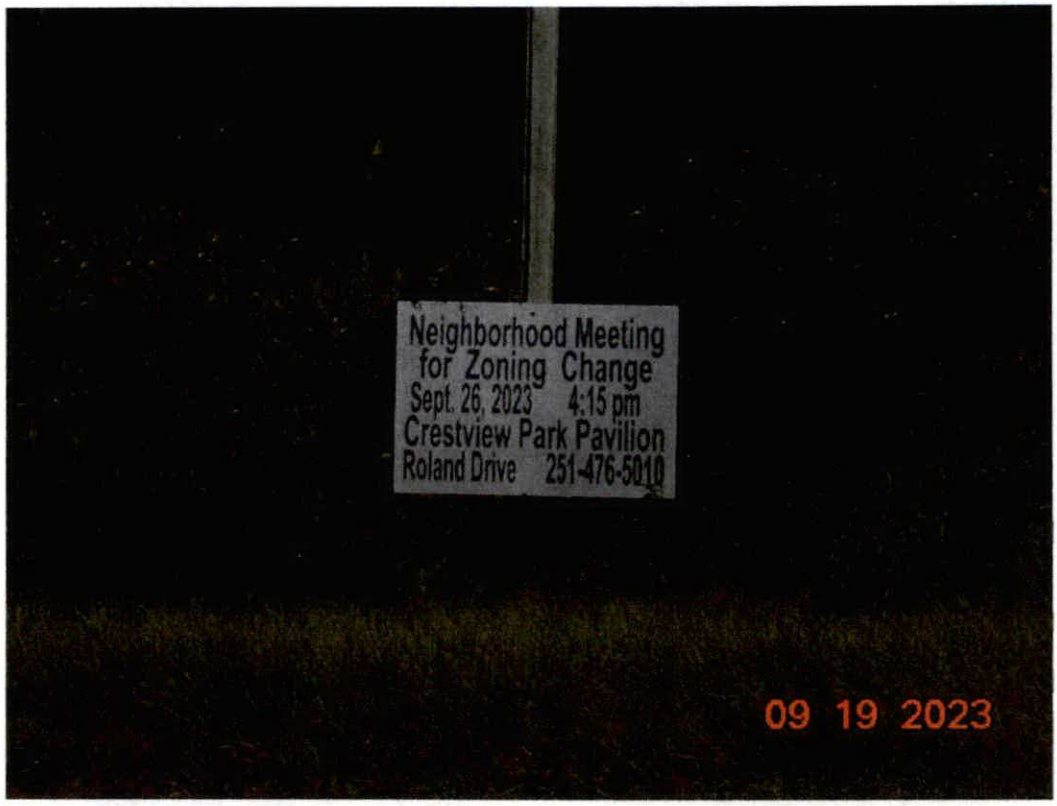
THE MEETING WAS SCHEDULED FOR 4:15 P.M. AND I ARRIVED AT 3:55 P.M. TO PREPARE FOR THE MEETING. AT 4:15 P.M. THERE WAS NO ONE PRESENT FOR THE MEETING. AT 4:30 P.M. THERE WAS NO ONE PRESENT FOR THE MEETING. At 4:45 P.M. THERE WAS NO ONE PRESENT FOR THE MEETING AND I MADE THE DECISION TO LEAVE.

WE HAD MAILED LETTERS TO 13 SURROUNDING PROPERTY OWNERS WITH THE DATE, TIME, AND PLACE OF THE MEETING AND ALSO POSTED THE REQUIRED SIGN ON THE PROPERTY WITH THE DATE, TIME, AND PLACE OF THE MEETING.

THE SIGN AND LETTER HAD MY OFFICE TELEPHONE NUMBER FOR ANYONE TO CALL IF THEY HAD QUESTIONS CONCERNING THE REZONING. AS OF SEPTEMBER 28, 2023, NO ONE HAS CALLED.

SINCERELY,

GERALD D. BYRD


Neighborhood Meeting
for Zoning Change
Sept. 26, 2023 4:15 pm
Crestview Park Pavilion
Roland Drive 251-476-5010
09 19 2023

Neighborhood Meeting
for Zoning Change
Sept. 26, 2023 4:15 pm
Crestview Park Pavilion
Roland Drive 251-476-5010
09 19 2023

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

September 8, 2023

Dear Neighbor,

The owner of 4315 Halls Mill Road is proposing to purchase a strip of land 30' wide from the owner of 4305 Halls Mill Road for an addition to the existing building. The zoning classification for 4315 is I-1 and 4305 is B-3, therefore the city requires a rezoning application to combine the existing 4315 Halls Mill Road property and the 30' strip into a total I-1 zoning classification. The balance of 4305 Halls Mill Road will remain as it exists.

These plans will be further explained at a neighborhood meeting to be held at the pavilion in Crestview Park at 4:15 p.m. on September 26, 2023.

Sincerely,

Gerald D. Byrd

Richard A. Russell
5500 Plantation Road
Theodore, AL 36582

Mobile County
205 Government Street
Mobile, AL 36644

CTCG Assets LLC
4254 Halls Mill Road
Mobile, AL 36693

Mobile Fence Co., Inc.
4308 Halls Mill Road
Mobile, AL 36693

Persons Dev & Const Serv, LLC
4474 Halls Mill Road
Mobile, AL 36693

North Florida, LLC
P. O. Box 81306
Mobile, AL 36689

Halls Mill, LLC
P. O. Box 2862
Mobile, AL 36652

Russell Investments, LLC
5500 Plantation Road
Theodore, AL 36582

Cammie & Larrys Old Dutch Creamery
10901 Longview Drive S.
Grand Bay, AL 36541

Leigh K. Mello
4305 Halls Mill Road
Mobile, AL 36693

TLC Properties, Inc.
c/o The Lamar Companies
P. O. Box 66338
Baton Rouge, LA 70896

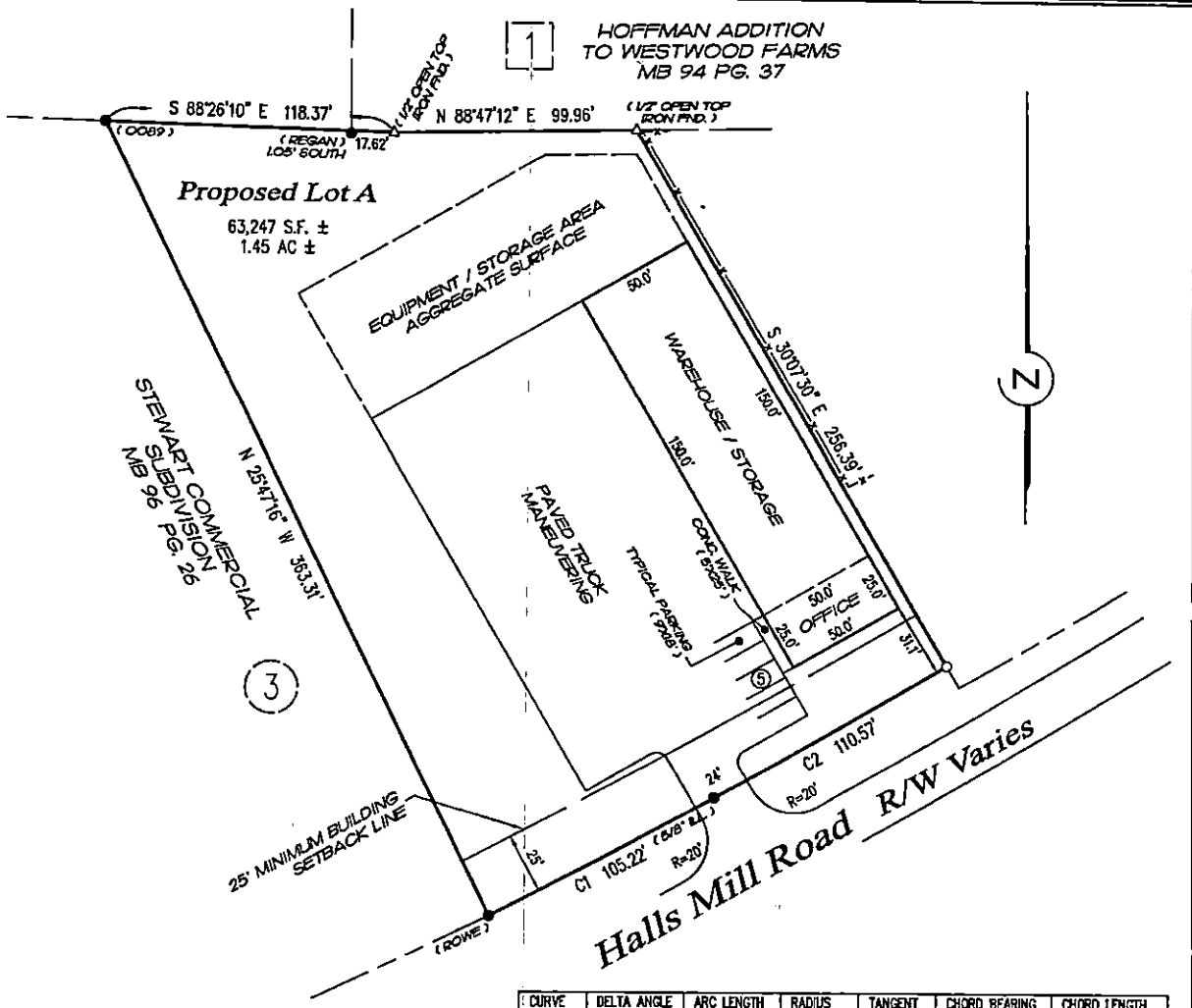
Four Eagles Halls Mill, LLC
c/o Greg Marshall
13905 Shell Belt Road
Bayou La Batre, AL 36509

Garrick Eslava & Wayne Eslava, Jr.
4385 Halls Mill Road
Mobile, AL 36693

NEIGHBORHOOD MEETING FOR
KITCHENS - PERSONS REZONING
AND
HMR ONE REZONING

SEPT. 26, 2023 4:15 PM

NAME	ADDRESS



CURVE	DELTA ANGLE	ARC LENGTH	RADIUS	TANGENT	CHORD BEARING	CHORD LENGTH
C1	01°37'11"	105.22'	3088.84'	52.62'	N 62°07'43" E	105.22'
C2	02°03'08"	110.57'	3086.84'	55.29'	N 60°07'33" E	110.56'

LEGAL DESCRIPTION

COMMENCING AT THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE WESTWARDLY 544.00 FEET TO A HALF INCH OPEN TOP IRON FOUND AT THE NORTHWEST CORNER OF THE MOBILE FENCE COMPANY PROPERTY AS DESCRIBED IN INSTRUMENT NO. 2019057190, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA FOR THE POINT OF BEGINNING OF THE PROPERTY, HEREIN DESCRIBED; THENCE WITH AN INTERIOR ANGLE OF 61° 10' RUN SOUTH 30° 07' 30" EAST ALONG THE WEST LINE OF THE MOBILE FENCE COMPANY PROPERTY 266.70 FEET TO A POINT ON THE NORTH LINE OF HALLS MILL ROAD; THENCE SOUTHWESTWARDLY ALONG SAID NORTH LINE AND ALONG THE ARC OF A CURVE 111.33 FEET (CHORD BEARS SOUTH 60° 17' 51" WEST 111.32 FEET); THENCE NORTH 25° 47' 26" WEST 10.00 FEET TO THE SOUTHEAST CORNER OF LOT 2, STEWART COMMERCIAL SUBDIVISION AS RECORDED IN MAP BOOK 96, PAGE 26 OF THE AFORESAID RECORDS; THENCE SOUTHWESTWARDLY ALONG THE NORTH LINE OF HALLS MILL ROAD AND ALONG THE ARC OF A 3086.84 FOOT RADIUS CURVE TO THE RIGHT 105.22 FEET TO THE SOUTHWEST CORNER OF LOT 2; THENCE NORTH 25° 47' 16" WEST 363.31 FEET TO THE NORTHWEST CORNER OF LOT 2; THENCE SOUTH 88° 26' 10" EAST 118.37 FEET TO THE NORTHEAST CORNER OF LOT 2; THENCE NORTH 88° 47' 12" EAST 99.96 FEET TO THE POINT OF BEGINNING.

TO BE KNOWN AS:
LOT A, HMR ONE SUBDIVISION, AS RECORDED IN INSTRUMENT NO. XXXXXXXXXXX, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

LANDSCAPE DATA :

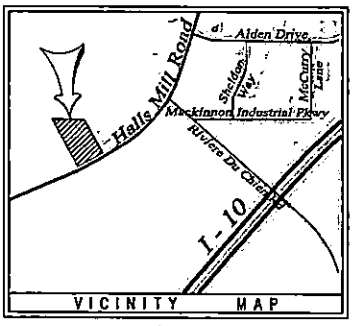
TOTAL AREA	= 63,247 S.F
LANDSCAPING REQUIRED	= 7,590 S.F
LANDSCAPING PROVIDED	= 26,784 S.F
FRONT LANDSCAPING REQUIRED	= 4,554 S.F
FRONT LANDSCAPING PROVIDED	= 4,917 S.F

COMPLETE COMPLIANCE WITH SEC. 64-4.E OF THE ZONING ORDINANCE REGARDING TREE AND LANDSCAPING WILL BE SHOWN ON THE ENGINEERING SITE PLAN FOR CONSTRUCTION.

PARKING REQUIRED :

PROPOSED BUILDING (8750 S.F.)
OFFICES (25'X50') (1250 S.F.) = 5 SPACES
STORAGE/WAREHOUSE (7500 S.F.) (NO EMPLOYEES) = 0 SPACE

PARKING PROVIDED = 5 SPACES



REZONING: B-3 & R-1 TO I-1
FOR
HMR ONE SUBDIVISION

BYRD SURVEYING

2609 HALLS MILL ROAD
(251) 476-5010
SCALE : 1" = 30'

MOBILE , ALABAMA
BYRD@BYRDSURVEYING.BIZ
SEPTEMBER 12, 2023

(R) = RECORD MEASUREMENT FROM DEED, PLATS, OR OTHER RECORDED INSTRUMENTS
(C) = CALCULATED BEARINGS AND/OR DISTANCES BASED ON FIELD MEASUREMENTS
▲ = OPEN TOP IRON FOUND ●= BYRD SURVEYING, INC. 5/8" CAPPED REBAR SET
▲ = CRIMP TOP IRON FOUND ●= CAPPED REBAR FOUND (COMPANY NAME)
U.T.S. = UNABLE TO SET CORNER
F.F.E. = FINISH FLOOR ELEVATION
O.U. = OVERHEAD UTILITIES
N.& B.C. = NAIL & BOTTLE CAP
"X" = "X" IN CONCRETE
REF. = REFERENCE IRON
= FENCE
□ = CONCRETE MONUMENT
ASPH. = ASPHALT
CONC. = CONCRETE
G.W. = GUY WIRE
U.P. = UTILITY POLE
M & T = NUB & TACK
R/R = RAILROAD SPIKE
FND. = OBJECT FOUND
O.P. = OPEN PORCH
R/W = RIGHT OF WAY
DB = DEED BOOK
MB = MAP BOOK
RPB=REAL PROPERTY BOOK

2385279

City of Mobile · Planning & Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**
Checklist A

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

☐ **Planned Development**
Checklist C

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

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

---

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

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

	Owner	Design Professional
Name:	WALTER TIDWELL & JOSEPH PENTON, JR.	
Firm:		
Phone:	251-510-5506	
Email:		
Address:	4354 & 4364 HALLS MILL ROAD	

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

4354 & 4364 HALLS MILL ROAD — Property Address

63247 SF — Property Area (acres or square feet)

KEY #03229438 & #01129950 — Parcel Number(s) or Key Number(s)

B-3 & R-1 — Present Zoning or Transect District

I-1 — Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Walter R Tidwell — Owner Signature

Bradford J Penton

Kari P. Given — Applicant or Agent Signature (if applicable)

9/18/23 — Date

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

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

Kari P. Given — Applicant or Agent Signature

9/18/23 — Date

CHECKLIST B
Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

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

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

THE FUTURE LAND USE MAP FOR THIS PROPOSAL AS WELL AS ALL PROPERTIES IN THE SURROUNDING AREAS WILL BE UTILIZED AS A LIGHT INDUSTRIAL CLASSIFICATION.

LIGHT INDUSTRY — Future Land Use Map (FLUM) Designation

I-1 — Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ☐ No

If yes, describe the error

UNKNOWN

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

THIS PROPOSAL WILL ADD A NEW BUILDING TO TWO LOTS THAT HAVE BEEN VACANT FOR A LONG PERIOD OF TIME. ADDITIONAL BUSINESS IN THIS AREA WILL CREATE MORE VISIBILITY HELP PREVENT CRIME.

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

BOTH SIDES OF HALLS MILL ROAD FROM 4172 HALLS MILL TO 4490 HALLS MILL (TOTAL OF 4590 FEET) IS ZONED I-1 & B-3. THIS HAS EVOLVED OVER THE PAST 10 YEARS AS VARIOUS COMPANIES HAVE RELOCATED THEIR BUSINESS.

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

1. Describe the current development trends in the area of the property.
   OVER THE PAST 10 YEARS THIS AREA HAS DEVELOPED WITH I-1 AND B-3 ZONING.

2. Describe the surrounding land uses.
   THE SURROUNDING PROPERTIES ARE DEVELOPED AS OFFICE / WAREHOUSES WITH AGGREGATE EQUIPMENT STORAGE OR LAYDOWN YARDS.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
   THERE SHOULD NOT BE ANY NEGATIVE IMPACTS TO THE NEIGHBORING PROPERTIES.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
   ALL NECESSARY INFRASTRUCTURE IS EXISTING.

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
   THIS PROPOSAL WILL BRING NEW OR EXPANDING BUSINESS TO THE CITY AND WILL INCREASE THE TAX BASE.

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

N/A

CONTACT INFORMATION and SIGNATURES – for online applications
Mobile City Planning Commission and Board of Zoning Adjustment

APPLICANT(S)

The undersigned submits the associated application for consideration by the Mobile City Planning Commission or the Board of Zoning Adjustments.

Kari P. Givens Date: 9/12/23

Signature of owner or authorized agent of owner is required to file (if applicant is not the owner).

Type name:	KARI P. GIVENS
Business Name:	BYRD SURVEYING, INC.
Address:	2609 HALLS MILL ROAD
City, State, Zip Code:	MOBILE, ALABAMA 36606
Telephone:	251-476-5010 Email:

PROPERTY OWNER(S)

Signature of property owner, or letter (separately attached electronically) from (each) property owner authorizing applicant to submit application.

Signature: Date: 9/20/23

Type name:	JOSEPH W. PENTON, JR.
Business Name:	
Address:	5453 OLD SHELL ROAD, APT. 106
City, State, Zip Code:	MOBILE, AL 36608
Telephone:	251-656-4284 Email:

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

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

Signature: Bradford J. Penton Date: 9-20-23

Type name: JOSEPH W. PENTON, JR.

Use additional pages / copies of this form as needed.

CONTACT INFORMATION and SIGNATURES – for online applications
Mobile City Planning Commission and Board of Zoning Adjustment

APPLICANT(S)

The undersigned submits the associated application for consideration by the Mobile City Planning Commission or the Board of Zoning Adjustments.

Kari P. Given Date: 9/12/23

Signature of owner or authorized agent of owner is required to file (if applicant is not the owner).

Type name:	KARI P. GIVENS
Business Name:	BYRD SURVEYING, INC.
Address:	2609 HALLS MILL ROAD
City, State, Zip Code:	MOBILE, ALABAMA 36606
Telephone:	251-476-5010 Email:

PROPERTY OWNER(S)

Signature of property owner, or letter (separately attached electronically) from (each) property owner authorizing applicant to submit application.

Signature: Walter P Tidwell Date: 9/20/23

Type name:	WALTER P. TIDWELL
Business Name:	
Address:	3305 ANSON COURT
City, State, Zip Code:	MOBILE, AL 36605
Telephone:	251-656-4284 Email:

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

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Signature: Walter P Tidwell Date: 9-20-23

Type name: WALTER P. TIDWELL

Use additional pages / copies of this form as needed.

THE STATE OF ALABAMA

COURT OF PROBATE

COUNTY OF MOBILE

CASE NO. 2017-1577

RE: JOSEPH WOODROW PENTON JR, DECEASED

LETTERS TESTAMENTARY

The Will of JOSEPH WOODROW PENTON JR, deceased, having been duly admitted to record in said county, Letters Testamentary are hereby granted to BRADFORD JOSEPH PENTON SR, the Personal Representative named in said will, who has complied with the requisites of the laws and who is authorized to take upon himself the execution of such will. Except as restricted or otherwise provided by said will, the Personal Representative is authorized to administer the estate in accordance with the powers and duties set out pursuant to *Ala. Code* §§43-2-830, et seq. (1975). Unless otherwise provided by the will, the powers and duties of said Personal Representative specifically include, but are not limited to, gathering and retaining estate assets, paying taxes, fees, and expenses, including court costs, incident to the administration of the estate.

ORDERED this 21st day of September, 2017.

/S/DON DAVIS
DON DAVIS, Judge of Probate

CERTIFIED COPY
DON DAVIS, JUDGE OF PROBATE
MOBILE COUNTY, ALABAMA

By: _____
C. MARK ERWIN, Chief Clerk

THE STATE OF ALABAMA

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/S/DON DAVIS

DON DAVIS, Judge of Probate

CERTIFIED COPY
DON DAVIS, JUDGE OF PROBATE
MOBILE COUNTY, ALABAMA

By: _____

C. MARK ERWIN, Chief Clerk

IN THE PROBATE COURT OF MOBILE COUNTY, ALABAMA

IN THE MATTER OF

CASE NO. 2017-1577

JOSEPH WOODROW PENTON JR,

Deceased.

ORDER

Petition to probate last will and testament dated May 18, 2017 of the above named decedent is hereby **GRANTED** this date.

It is ORDERED that Letters Testamentary under the last will and testament of JOSEPH WOODROW PENTON JR, deceased, do forthwith issue to BRADFORD JOSEPH PENTON SR, as prayed.

It is further **ORDERED** that the Personal Representative shall not deposit with his legal counsel, and legal counsel shall not receive, any funds or other assets of this estate which exceed the total sum/value of $10,000 without prior approval of the Court. Any estate funds appropriately held by legal counsel shall be placed in an interest account unless said funds are to be disbursed with forty-five (45) days of receipt by legal counsel.

The Personal Representative is **ORDERED** to report to the Court if any litigation involving a wrongful death or personal injury claim is commenced in another court. If same is reported, the Personal Representative shall file with this Court a petition to determine the heirs of the decedent.

Dated this 21st day of September, 2017.

DON DAVIS, Judge of Probate

THE STATE OF ALABAMA

COURT OF PROBATE

COUNTY OF MOBILE

CASE NO. 2017-1577

RE: JOSEPH WOODROW PENTON JR, DECEASED

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ORDERED this 21st day of September, 2017.

DON DAVIS, Judge of Probate

THE STATE OF ALABAMA

COURT OF PROBATE

COUNTY OF MOBILE

CASE NO. 2017-1577

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ORDERED this 21st day of September, 2017.

/S/DON DAVIS

DON DAVIS, Judge of Probate

CERTIFIED COPY
DON DAVIS, JUDGE OF PROBATE
MOBILE COUNTY, ALABAMA

By: _____

C. MARK ERWIN, Chief Clerk

ALABAMA

Center for Health Statistics
ALABAMA CERTIFICATE OF DEATH

State File Number 101 2017-21904

1. DECEASED LEGAL NAME: Joseph Woodrow Penton Jr			2. DATE AND TIME OF DEATH: Jun 9, 2017 1328
3. ALIAS NAME(IF ANY): None Given			4. DATE AND TIME PRONOUNCED DEAD
5. COUNTY OF DEATH: Mobile	6. CITY, TOWN OR LOCATION OF DEATH AND ZIP CODE: Grand Bay, 36541	7. PLACE OF DEATH: 10684 Deakle Court	
8. SEX: Male	9. LAST NAME PRIOR TO FIRST MARRIAGE		10. SERVED IN ARMED FORCES: Yes
11. AGE: 75 (UNDER 1 YEAR: MONTHS, DAYS; UNDER 1 DAY: HRS, MINS)	12. DATE OF BIRTH: Feb 26, 1942	13. BIRTHPLACE (State or Foreign Country): Alabama	14. SOCIAL SECURITY NUMBER: 418-52-1794
15. MARITAL STATUS: Married	16. SURVIVING SPOUSE NAME PRIOR TO FIRST MARRIAGE: Cheryl Wilson		17. RESIDENCE STATE: Alabama
18. RESIDENCE COUNTY: Mobile	19. CITY, TOWN OR LOCATION AND ZIP CODE: Grand Bay, 36541	20. STREET ADDRESS: 10684 Deakle Court	
21. INFORMANT NAME, RELATIONSHIP AND ADDRESS: Cheryl Penton, Wife, 10684 Deakle Court, Grand Bay, AL 36541			
22. FATHER/PARENT NAME PRIOR TO FIRST MARRIAGE: Joseph Woodrow Penton Sr	23. MOTHER/PARENT NAME PRIOR TO FIRST MARRIAGE: Carrie Emily Golden		
24. DISPOSITION OF BODY: Burial	25. CEMETERY OR CREMATORY: Mobile Memorial Gardens	26. LOCATION: Mobile, Alabama	
27. DATE OF DISPOSITION: Jun 13, 2017	28. FUNERAL DIRECTOR: Martin J Powers	29. LICENSE NUMBER	30. DATE SIGNED: Jun 13, 2017
31. FUNERAL HOME NAME AND ADDRESS: Mobile Memorial Gardens Funeral Home, 6040 Three-Notch Rd, Mobile, AL 36619			32. LICENSE NUMBER

33. **MEDICAL CERTIFICATION:** X CERTIFYING PHYSICIAN ___ MEDICAL EXAMINER ___ CORONER

34. NAME: Daniel Howard Spriggs MD		35. LICENSE NUMBER: 13749	36. DATE SIGNED: Jun 9, 2017
37. ADDRESS OF PERSON WHO COMPLETED CAUSE OF DEATH: 1903 Springhill Avenue, Mobile, Alabama 36606			
38. REGISTRAR: Catherine Molchan Donald			39. DATE FILED: Jun 13, 2017

CAUSE OF DEATH

40. PART I. DISEASES, INJURIES OR COMPLICATIONS THAT CAUSED DEATH

		INTERVAL
IMMEDIATE CAUSE	A. Carcinoma of esophagus with liver mets	Unknown
UNDERLYING CAUSE	DUE TO (OR AS A CONSEQUENCE OF): B.	
	DUE TO (OR AS A CONSEQUENCE OF): C.	
	DUE TO (OR AS A CONSEQUENCE OF): D.	

41. PART II. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH

42. MANNER OF DEATH	43. PREGNANT (IF FEMALE)	44. AUTOPSY	45. FINDINGS CONSIDERED	46. TOXICOLOGY	47. FINDINGS CONSIDERED	48. TOBACCO USE CONTRIBUTED TO DEATH
Natural Causes		No		No		No

49. HOW INJURY OCCURRED

50. DATE AND TIME OF INJURY	51. INJURY AT WORK	52. IF TRANSPORTATION INJURY, SPECIFY
53. PLACE OF INJURY	54. LOCATION OF INJURY	

ADPH HS 82/REV 01-16

This is an official certified copy of the original record filed in the Center of Health Statistics, Alabama Department of Public Health, Montgomery, Alabama. 2017-361-456-5

August 9, 2017

Catherine M. Donald

Catherine Molchan Donald
State Registrar of Vital Statistics

LAST WILL AND TESTAMENT
OF
JOSEPH W. PENTON, JR.

STATE OF ALABAMA

COUNTY OF MOBILE

KNOW ALL MEN BY THESE PRESENTS that I, JOSEPH W. PENTON, JR., a resident of Mobile County, Alabama, residing specifically at 10684 Deakle Court Grand Bay, AL 36541, being over the age of nineteen (19) years and of sound mind and disposing memory, do hereby make and publish this, my Last Will and Testament and do hereby expressly revoke all other wills or codicils heretofore made by me.

ONE

I nominate and appoint my son, BRADFORD JOSEPH PENTON, of Mobile County, Alabama, as Executor of this my Last Will and Testament. No Executor shall be required to give bond or to file any inventory or settlement of my estate in any court whatsoever.

TWO

I direct that all of my just and legal debts, including any expenses of my last illness or funeral, and any pledges to charitable organizations made by me prior to my death, be paid out of my estate by my Executor as soon as practicable after my death; provided that installment obligations secured by mortgages or liens on real or personal property shall be paid only as installments become due unless it is clearly in the interest of my estate that they be prepaid.

THREE

I GIVE, DEVISE and BEQUEATH my real and personal property located at 4354 Halls Mill Road, Mobile, AL 36693 (located at Halls Mill Road and Riviere Du Chen Rd.) to my son

Initial Here _____

Bradford Joseph Penton. I also give my white 2008 Ford F-250 (VIN 1FTSX20R88EC35579), which I have previously given to him, to my son, Bradford Joseph Penton. Any remaining assets including any bank accounts, and any remaining residue of real and personal property and mixed wheresoever situated, shall go to my wife, CHERYL W. PENTON.

FOUR

I hereby provide and clothe any Executor named herein with the following powers and authority in addition to all those conferred upon the Executor by law, and all in the complete discretion of the Executor: to retain indefinitely any assets received into the Estate; to manage, improve, transfer, sell, lease, deal with, exchange, invest or reinvest (without regard to any constitutional, regulatory, statutory or judicially determined limitations) or otherwise to dispose of any or all of my property, real or personal, tangible or intangible, at public or private sale, with or without notice; to borrow money for the benefit of the Estate and if required to do so to secure the same by collateral or mortgage or deed of trust or other security, but this power shall be used only with the greatest caution; any leases executed by the Executor may be for terms within or beyond the duration of the Estate, including the granting of oil, gas and mineral lease; in any divisions or distributions hereunder to make them from any asset or assets of the Estate, in cash or in kind and at valuations determined by the Executor; to consent to or participate in corporate reorganizations of any type; to pay out such funds as necessary to protect or preserve any investments; to defer collection of, compromise, arbitrate, settle, discharge, release collateral for or abandon any debts or rights that may be due to me, and to perform and discharge, or to defer payment of or renew, extend or refinance any duties or debts that may be due or owing by me, including the payment of any indebtedness, either of principal or interest, secured by mortgage or otherwise; to execute and

Initial Here

I, JOSEPH W. PENTON, JR., the testator, sign my name to this instrument this 18th day of May 2017, and being first duly sworn do hereby declare to the undersigned authority that I sign and execute this instrument as my last will and that I sign it willingly, that I execute it as my free and voluntary act for the purposes therein expressed, and that I am nineteen years of age or older, of sound mind and under no constraint or undue influence.

Joseph W Penton (Seal)
JOSEPH W. PENTON, JR. (TESTATOR)

We, Emily Penton Herrod and Joseph B Stewart, the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the Testator signs and executes this instrument as his Last Will and that he signs it willingly, and that each of us, in the presence and hearing of the Testator, hereby signed this Will as witness to the Testator's signing, and that to the best of our knowledge the Testator is nineteen years of age or older, of sound mind, and under no constraint or undue influence.

Emily Penton Herrod
Witness

Joseph B Stewart
Witness

STATE OF ALABAMA
COUNTY OF MOBILE

Subscribed, sworn to and acknowledged before me by, JOSEPH W. PENTON, JR., the testator, and subscribed and sworn to before me by Emily Herrod, and Joseph B Stewart, witnesses, this 18th day of May, 2017.

NOTARY PUBLIC
My Commission Expires

WILL G. PHILLIPS
My Commission Expires
March 18, 2019

[OFFICIAL SEAL]

Initial Here JP

deliver any instrument in writing required or desirable for the administration of the Estate, including, but not by way of limitation, deeds, assignments, powers of attorney, contracts, bills of sale, receipts and notes; to continue indefinitely any business in which I may be engaged at the time of my death and to employ agents to operate any such business, and my Executor is hereby exonerated from any loss which may result thereby. It is my intention that the foregoing enumerations shall be broadly interpreted, cumulative and not exclusive as to any powers not specifically recited; and it is my intention to confer upon my Executor, and I do hereby confer upon my Executor, as full power and authority in the management, preservation, protection and disposition of my property, Estate and effects as I myself could exercise if personally present and uninhibited.

IN WITNESS WHEREOF I have hereunto set my hand and seal this the 18th day of May, 2017.

Joseph W. Stemfonbee (SEAL)
JOSEPH W. PENTON, JR.

WITNESS:

Emily Penton Herrod

Residing at: 3731 Shipwatch Ln
Knoxville TN 37920

Joseph Brent Stewart

Residing at: 5161 Southern Oaks Trl
Grand Bay, AL 36541

Initial Here JWP

This Document Was Prepared by:

GREENE & PHILLIPS ATTORNEYS AT LAW
50 N. Florida St.
Mobile, AL 36607
251 478-1115

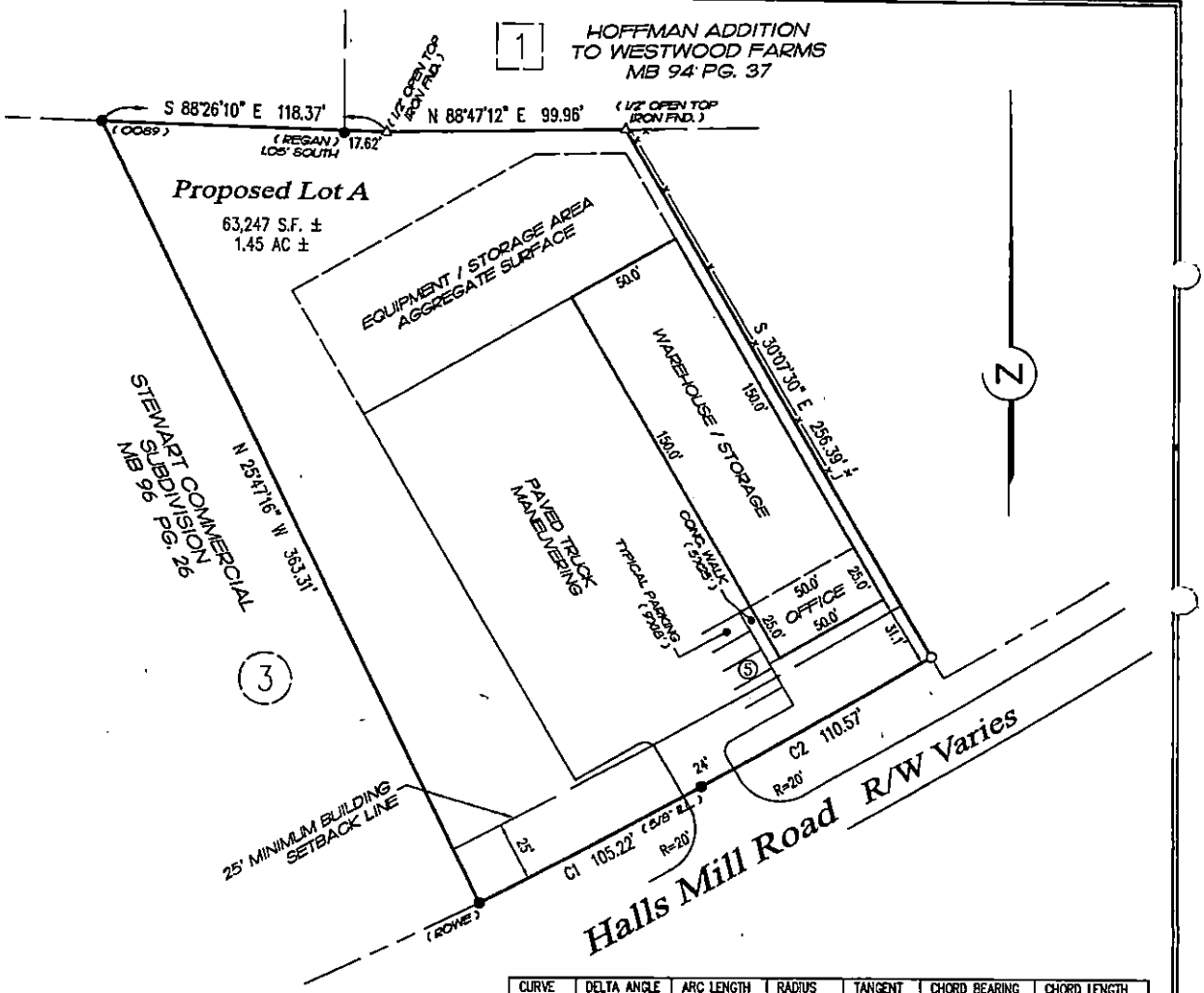
Initial Here____

DESCRIPTION AND JUSTIFICATION FOR
REZONING APPLICATION FOR PROPOSED HMR ONE SUBDIVISION

THIS PROPOSAL WILL ADD A NEW BUILDING TO TWO LOTS THAT HAVE BEEN VACANT FOR A LONG PERIOD OF TIME. ADDITIONAL BUSINESS IN THIS AREA WILL CREATE MORE VISIBILITY TO HELP PREVENT CRIME. THE FUTURE LAND USE MAP FOR THIS PROPOSAL AS WELL AS ALL PROPERTIES IN THE SURROUNDING AREAS WILL BE UTILIZED AS A LIGHT INDUSTRIAL CLASSIFICATION.

LEGAL DESCRIPTION FOR HMR ONE SUBDIVISION & REZONING

COMMENCING AT THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE WESTWARDLY 544.00 FEET TO A HALF INCH OPEN TOP IRON FOUND AT THE NORTHWEST CORNER OF THE MOBILE FENCE COMPANY PROPERTY AS DESCRIBED IN INSTRUMENT NO. 2019057190, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE WITH AN INTERIOR ANGLE OF 61° 10' RUN SOUTH 30° 07' 30" EAST ALONG THE WEST LINE OF THE MOBILE FENCE COMPANY PROPERTY 266.70 FEET TO A POINT ON THE NORTH LINE OF HALLS MILL ROAD; THENCE SOUTHWESTWARDLY ALONG SAID NORTH LINE AND ALONG THE ARC OF A CURVE 111.33 FEET (CHORD BEARS SOUTH 60° 17' 51" WEST 111.32 FEET); THENCE NORTH 25° 47' 26" WEST 10.00 FEET TO THE SOUTHEAST CORNER OF LOT 2, STEWART COMMERCIAL SUBDIVISION AS RECORDED IN MAP BOOK 96, PAGE 26 OF THE AFORESAID RECORDS; THENCE SOUTHWESTWARDLY ALONG THE NORTH LINE OF HALLS MILL ROAD AND ALONG THE ARC OF A 3086.84 FOOT RADIUS CURVE 105.24 FEET TO THE SOUTHWEST CORNER OF LOT 2; THENCE NORTH 25° 47' 16" WEST 363.31 FEET TO THE NORTHWEST CORNER OF LOT 2; THENCE SOUTH 88° 26' 10" EAST 118.37 FEET TO THE NORTHEAST CORNER OF LOT 2; THENCE NORTH 88° 47' 12" EAST 99.96 FEET TO THE POINT OF BEGINNING.



CURVE	DELTA ANGLE	ARC LENGTH	RADIUS	TANGENT	CHORD BEARING	CHORD LENGTH
C1	01°57'11"	105.22'	3086.84'	52.62'	N 62°07'43" E	105.22'
C2	02°03'08"	110.57'	3086.84'	55.29'	N 60°07'33" E	110.56'

LEGAL DESCRIPTION

COMMENCING AT THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE WESTWARDLY 544.00 FEET TO A HALF INCH OPEN TOP IRON FOUND AT THE NORTHWEST CORNER OF THE MOBILE FENCE COMPANY PROPERTY AS DESCRIBED IN INSTRUMENT NO. 2019057190, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE WITH AN INTERIOR ANGLE OF 61° 10' RUN SOUTH 30° 07' 30" EAST ALONG THE WEST LINE OF THE MOBILE FENCE COMPANY PROPERTY 266.70 FEET TO A POINT ON THE NORTH LINE OF HALLS MILL ROAD; THENCE SOUTHWESTWARDLY ALONG SAID NORTH LINE AND ALONG THE ARC OF A CURVE 111.33 FEET (CHORD BEARS SOUTH 60° 17' 51" WEST 111.32 FEET); THENCE NORTH 25° 47' 26" WEST 10.00 FEET TO THE SOUTHEAST CORNER OF LOT 2, STEWART COMMERCIAL SUBDIVISION AS RECORDED IN MAP BOOK 96, PAGE 26 OF THE AFORESAID RECORDS; THENCE SOUTHWESTWARDLY ALONG THE NORTH LINE OF HALLS MILL ROAD AND ALONG THE ARC OF A 3086.84 FOOT RADIUS CURVE TO THE RIGHT 105.22 FEET TO THE SOUTHWEST CORNER OF LOT 2; THENCE NORTH 25° 47' 16" WEST 363.31 FEET TO THE NORTHWEST CORNER OF LOT 2; THENCE SOUTH 88° 26' 10" EAST 118.37 FEET TO THE NORTHEAST CORNER OF LOT 2; THENCE NORTH 88° 47' 12" EAST 99.96 FEET TO THE POINT OF BEGINNING.

TO BE KNOWN AS:
LOT A, HMR ONE SUBDIVISION, AS RECORDED IN INSTRUMENT NO. XXXXXXXXXX, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

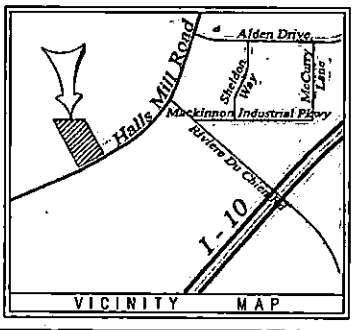
LANDSCAPE DATA :

TOTAL AREA	= 63,247 S.F
LANDSCAPING REQUIRED	= 7,590 S.F
LANDSCAPING PROVIDED	= 26,784 S.F
FRONT LANDSCAPING REQUIRED	= 4,554 S.F
FRONT LANDSCAPING PROVIDED	= 4,917 S.F

COMPLETE COMPLIANCE WITH SEC. 64-4.E OF THE ZONING ORDINANCE REGARDING TREE AND LANDSCAPING WILL BE SHOWN ON THE ENGINEERING SITE PLAN FOR CONSTRUCTION.

PARKING REQUIRED :

PROPOSED BUILDING (8750 S.F.)	
OFFICES (25'X50') (1250 S.F.)	= 5 SPACES
STORAGE/WAREHOUSE (7500 S.F.) (NO EMPLOYEES)	= 0 SPACE
PARKING PROVIDED	= 5 SPACES



REZONING: B-3 & R-1 TO I-1
FOR
HMR ONE SUBDIVISION

BYRD SURVEYING
2609 HALLS MILL ROAD
(251) 476-5010
SCALE : 1" = 30'
MOBILE , ALABAMA
BYRD@BYRDSURVEYING.BIZ
SEPTEMBER 12, 2023

(R) = RECORD MEASUREMENT FROM DEED, PLATS, OR OTHER RECORDED INSTRUMENTS
(C) = CALCULATED BEARINGS AND/OR DISTANCES BASED ON FIELD MEASUREMENTS
▲ = OPEN TOP IRON FOUND ○ = BYRD SURVEYING, INC. 5/8" CAPPED REBAR SET
▲ = CRIMP TOP IRON FOUND ● = CAPPED REBAR FOUND (COMPANY NAME)
U.I.S. = UNABLE TO SET CORNER
F.F.E. = FINISH FLOOR ELEVATION
O.H.L. = OVERHEAD UTILITIES
N.& B.C. = NAIL & BOTTLE CAP
"X" = "X" IN CONCRETE
REF. = REFERENCE IRON
-o-o-o- = FENCE
□ = CONCRETE MONUMENT
ASPH. = ASPHALT
CONC. = CONCRETE
G.W. = GUY WIRE
U.P. = UTILITY POLE
H & T = HUB & TACK
R/R = RAILROAD SPIKE
FND. = OBJECT FOUND
O.P. = OPEN PORCH
R/W = RIGHT OF WAY
DB = DEED BOOK
MB = MAP BOOK
RPB=REAL PROPERTY BOOK

Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, AL 36606

Walter P. & Faye R. Tidwell
3305 Anson Court
Mobile, AL 36605

Joseph W. Penton, Jr.
5453 Old Shell Rd., Apt. 106
Mobile, AL 36608

Richard A. Russell
5500 Plantation Road
Theodore, AL 36582

Mobile County
205 Government Street
Mobile, AL 36644

CTCG Assets LLC
4254 Halls Mill Road
Mobile, AL 36693

Mobile Fence Co., Inc.
4308 Halls Mill Road
Mobile, AL 36693

Persons Dev & Const Serv, LLC
4474 Halls Mill Road
Mobile, AL 36693

North Florida, LLC
P. O. Box 81306
Mobile, AL 36689

Halls Mill, LLC
P. O. Box 2862
Mobile, AL 36652

Russell Investments, LLC
5500 Plantation Road
Theodore, AL 36582

Cammie & Larrys Old Dutch Creamery
10901 Longview Drive S.
Grand Bay, AL 36541

Leigh K. Mello
4305 Halls Mill Road
Mobile, AL 36693

TLC Properties, Inc.
c/o The Lamar Companies
P. O. Box 66338
Baton Rouge, LA 70896

Four Eagles Halls Mill, LLC
c/o Greg Marshall
13905 Shell Belt Road
Bayou La Batre, AL 36509

Garrick Eslava & Wayne Eslava, Jr.
4385 Halls Mill Road
Mobile, AL 36693

Planning Commission
November 2, 2023

Agenda Item # 7

SUB-002666-2023 & ZON-UDC-002667-2023

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Rezoning

DETAILS

Location:
4354 & 4364 Halls Mill Road

Subdivision Name:
HMR One Subdivision

Applicant / Agent:
Kari Givens, Byrd Surveying, Inc.

Property Owners:
Joseph W. Penton, Jr. & Walter P. Tidwell

Current Zoning:
R-1, Single-Family Residential Suburban District
& B-3, Community Business Suburban District

Proposed Zoning:
I-1, Light Industry District

Future Land Use:
Light Industry

Applicable Codes, Policies, and Plans:

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

Proposal:

- Subdivision approval to create one (1) legal lot of record.
- Rezoning from R-1 and B-3, to I-1
  - Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Subdivision proposal with eight (8) conditions; and
2. Rezoning with three (3) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
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Exhibits 8

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL

The site is surrounded by commercial and industrial units.

APPLICATION NUMBER 7 DATE November 2, 2023

APPLICANT HMR One Subdivision

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

N

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SITE HISTORY

The portion of the site currently zoned R-1 was the subject of Use and Parking Variance approvals by the Board of Zoning Adjustment in 1999 to allow a tax preparation office with aggregate parking. The site has not been the subject of any Planning Commission cases, and is a metes-and-bounds parcel.

The portion of the site currently zoned B-3 was part of a three-lot subdivision approved by the Planning Commission in 2002, the plat for which was subsequently recorded. Rezoning of the site from R-1 to B-3 was adopted by City Council at its February 25, 2003 meeting, subject to additional dedication sufficient to provide 35 feet from the centerline of Halls Mill Road, and compliance with the residential protection buffer requirements of the Zoning Ordinance. The site has not been the subject of any Board of Zoning Adjustment cases.

STAFF COMMENTS

Engineering Comments:

Subdivision:

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 23 - #86) LOT A will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT A – 2,500 sf.
C. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

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

5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

Planning Comments:

Subdivision

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

The proposed lot has frontage along Halls Mill Road, a Minor Arterial street requiring a 70-foot right-of-way at this location. The preliminary plat depicts dedication of right-of-way for the East portion of the proposed lot, as the West portion has sufficient right-of-way due to prior dedication.

The lot, as proposed, exceeds the minimum size requirement for lots served by public water and sanitary sewer in the R-1 and B-3 Suburban districts. There is no minimum size requirement for lots zoned I-1 should the proposed rezoning request be approved. Nevertheless, the size of the proposed lot is appropriately labeled in square feet and acres on the preliminary plat. If approved, this information should be retained on the Final Plat; or, provision of a table on the Final Plat with the same information will suffice.

The 25-foot minimum front yard setback is illustrated along Halls Mill Road, adjusted for dedication, in compliance with Article 2, Sections 64-2-5.E., 64-2-14.E., and 64-2-21.E. of the Unified Development Code for lots zoned R-1, B-3, and, if applicable, I-1.

In their application, the applicant states that both of the existing properties are vacant; however, a building and several accessory structures are visible in recent aerial photos on the site currently zoned R-1. No demolition permit appears to be on file for the structures and, as such, if they have been demolished, an after-the-fact demolition permit may need to be obtained from the Permitting Department.

If approved, the subdivision would result in a single lot of record split-zoned R-1 and B-3. As such, the request for Subdivision Approval will be contingent upon approval of the associated Rezoning request.

Rezoning

As mentioned, if the subdivision request is approved it will result in a single lot of record being split-zoned R-1 and B-3. The applicant's justification for the rezoning, which can be viewed using the link on Page 1 of this report, is that the Future Land Use Map (FLUM) identifies this area as Light Industry.

While the FLUM is meant to serve as a general guide and not a detailed lot and district plan, developments along this portion of Halls Mill Road have trended toward commercial warehousing and other light industrial uses in recent years. Whether this indicates changing conditions in the surrounding area make rezoning of the subject site to I-1 appropriate is for the Planning Commission to decide, but it would seem rezoning to CW, Commercial Warehouse District, may be more suitable as it is a slightly lower intensity than I-1. Nevertheless, subdivision of the property suggests rezoning of the property, in general, is necessary, especially to eliminate the potential for split zoning.

SUBDIVISION CONSIDERATIONS

Standards of Review:

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

Considerations:

If the Planning Commission considers approving the Subdivision request, the following conditions could apply:

1. Dedication, as proposed, to provide 35 feet from the centerline of Halls Mill Road for that portion of the site not previously subdivided;
2. Retention of the lot's size in both square feet and acres, or the provision of a table on the Final Plat with the same information, reflecting dedication;
3. Retention of the 25-foot front yard setback along Halls Mill Road, adjusted for dedication;
4. Acquisition of an after-the-fact demolition permit from the Permitting Department, if necessary;
5. Compliance with all Engineering comments noted in this staff report;
6. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
7. Compliance with all Urban Forestry comments noted in this staff report; and,
8. Compliance with all Fire Department comments noted in this staff report.

REZONING CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that Rezonings are intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

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

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

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

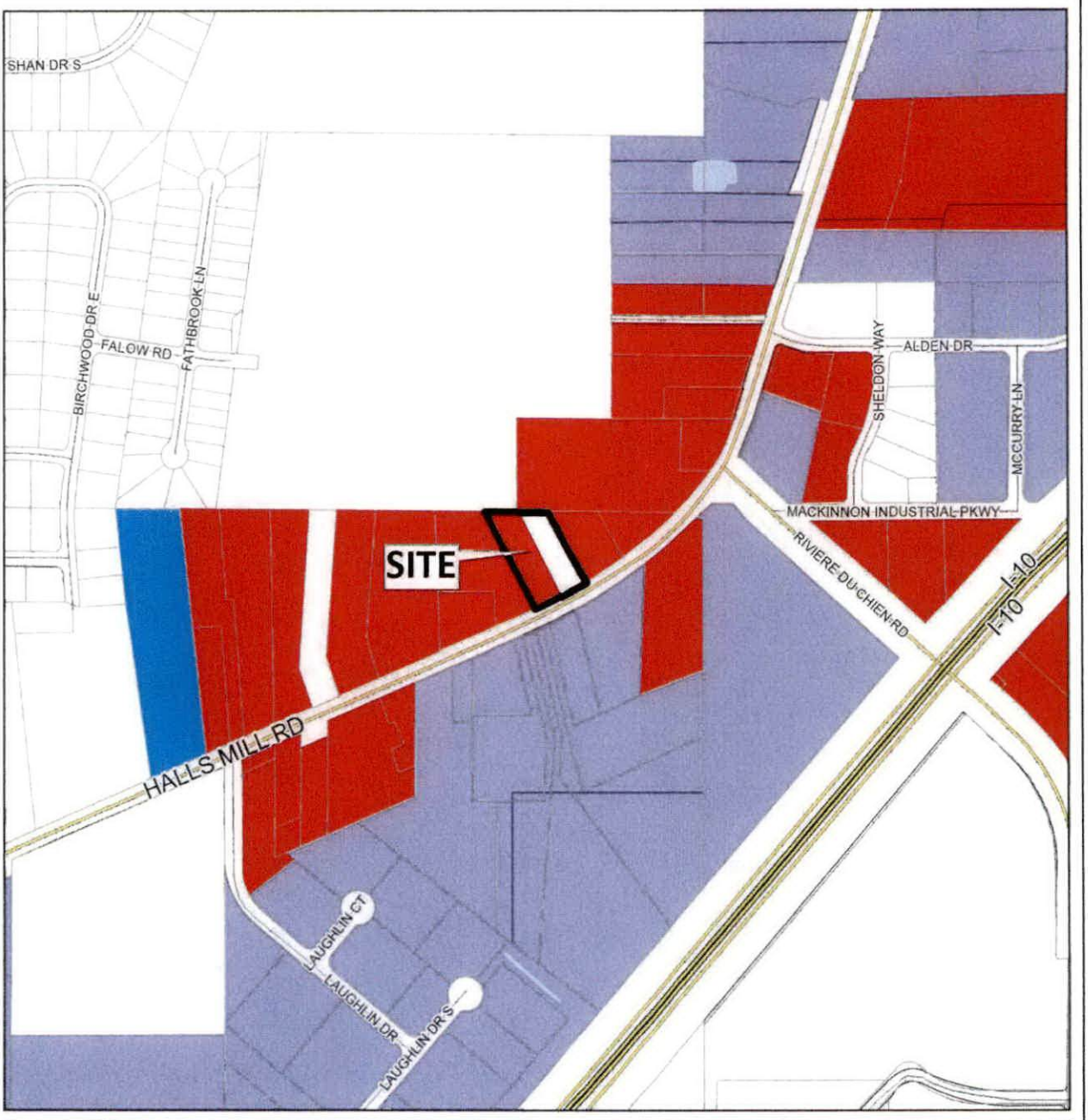
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

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

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

LOCATOR ZONING MAP



APPLICATION NUMBER 7 DATE November 2, 2023

APPLICANT HMR One Subdivision

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

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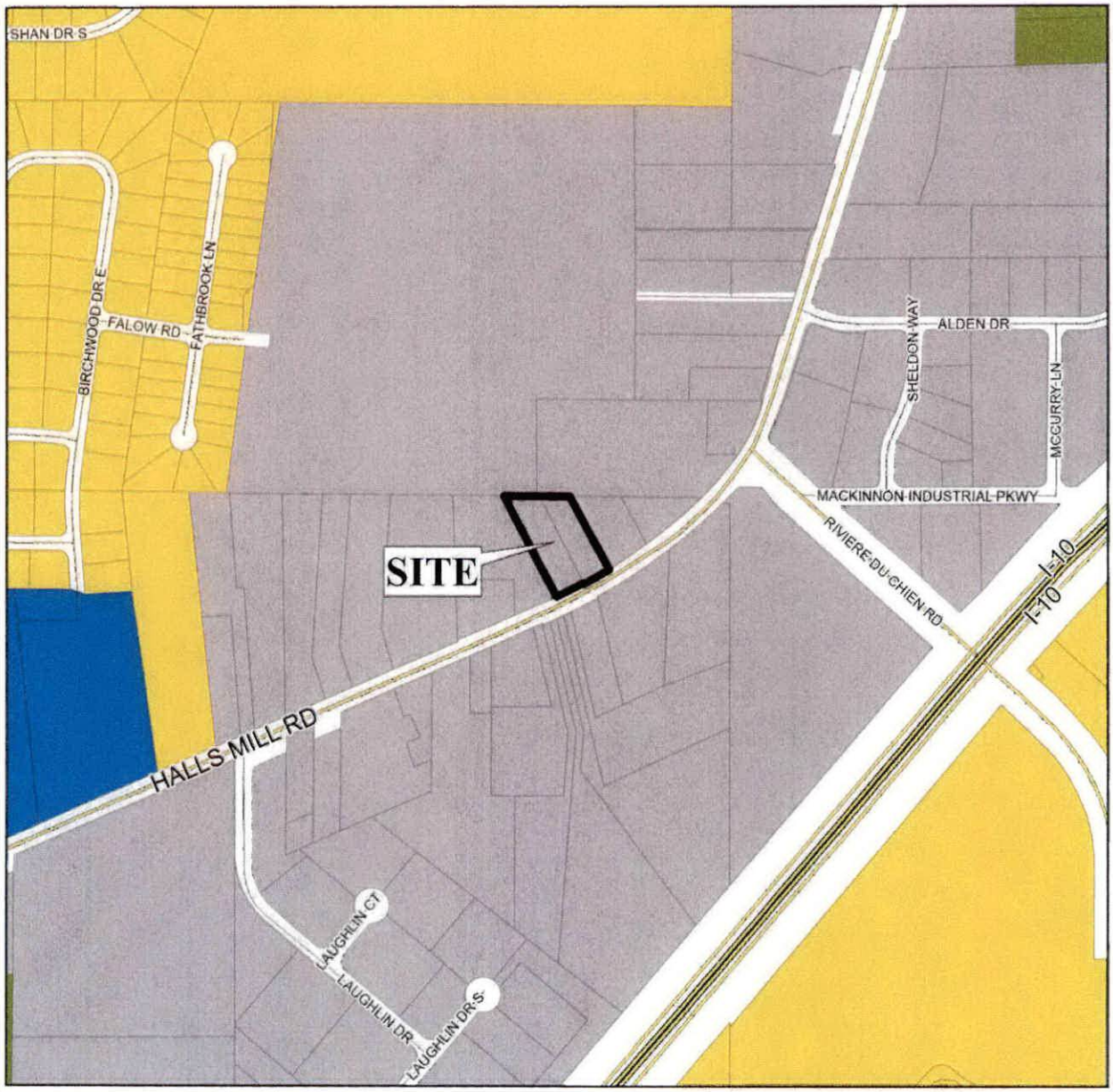
FLUM LOCATOR MAP



APPLICATION NUMBER 7 DATE November 2, 2023

APPLICANT HMR One Subdivision

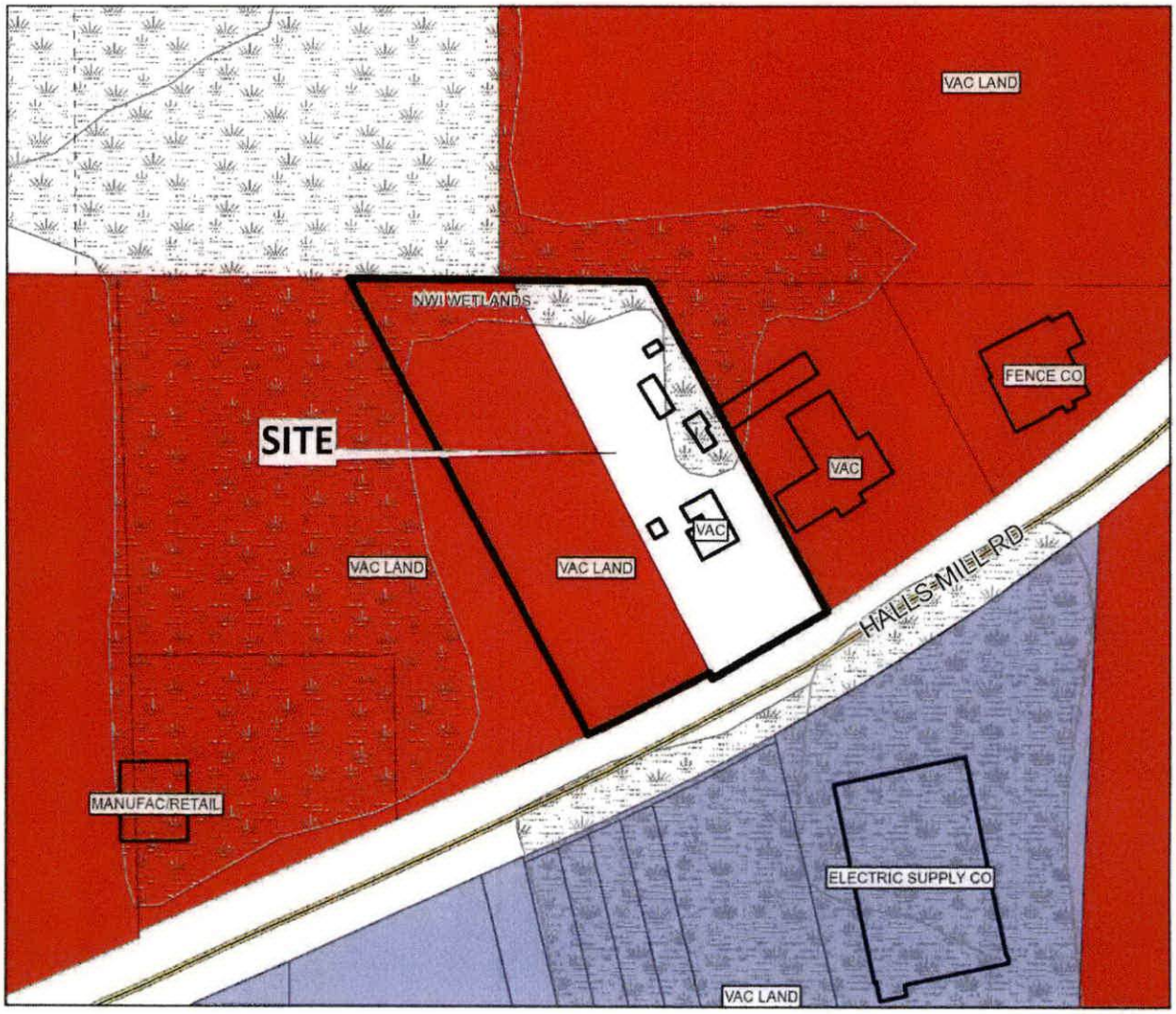
REQUEST Subdivision, Rezoning from B-3 and R-1 to I-1

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and industrial units.

APPLICATION NUMBER 7 DATE November 2, 2023

APPLICANT HMR One Subdivision

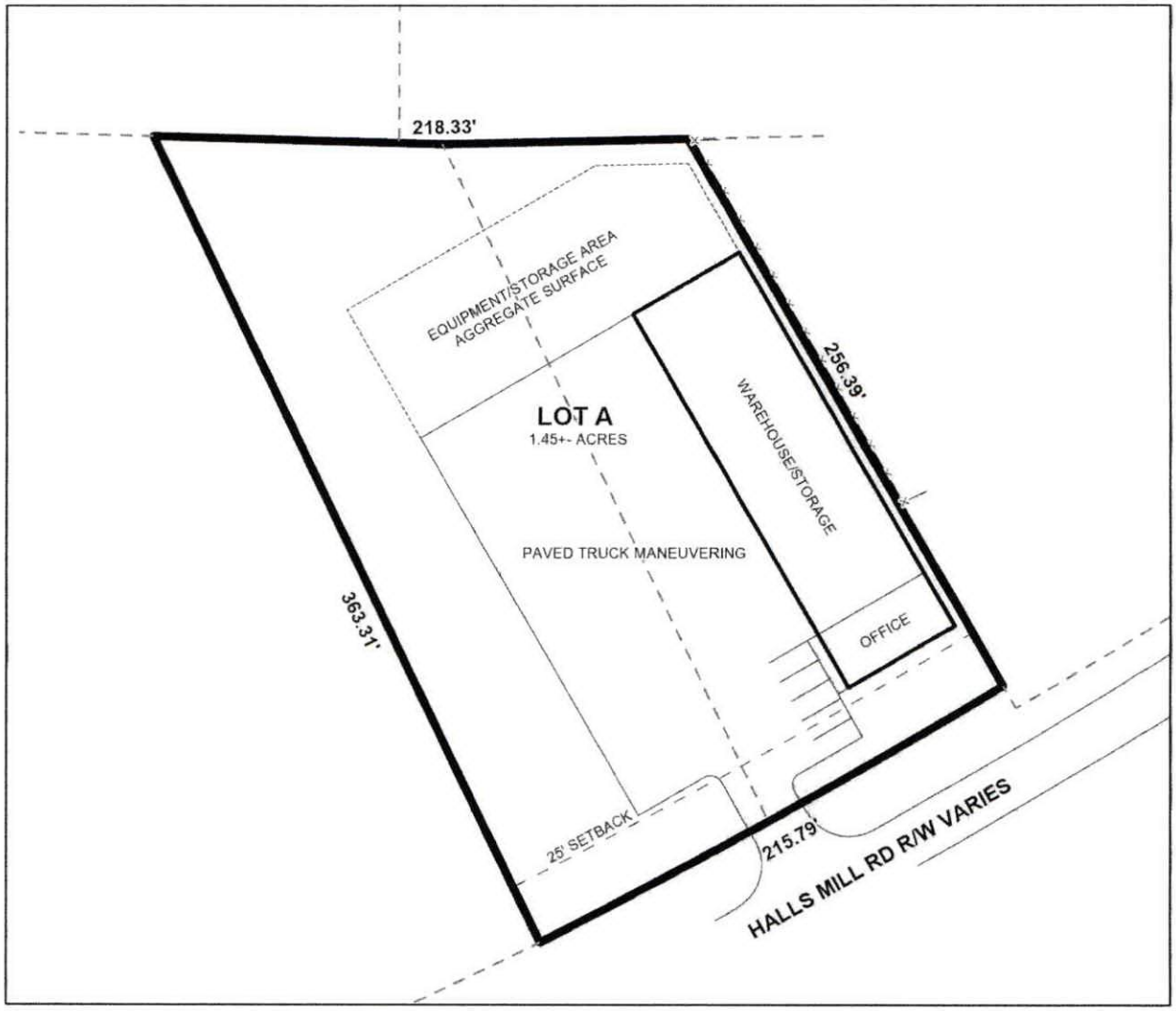
REQUEST Subdivision, Rezoning from B-3 and R-1 to I-1

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

N

NTS

SITE PLAN



The site plan illustrates the proposed lot, proposed building, parking, and setback.

APPLICATION NUMBER 7 DATE November 2, 2023 APPLICANT HMR One Subdivision REQUEST Subdivision, Rezoning from B-3 and R-1 to I-1	N NTS

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

Zoning District Correspondence Matrix

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

LIGHT INDUSTRY (LI)

This land use designation applies to an array of modern, low-impact industrial uses that include assembly and processing, warehousing, distribution and wholesaling facilities. The bulk of the light industrial use must be contained within a building or facility. If a light industrial use requires outside storage, the storage must be limited in area and appropriately screened from view in accordance to specific zoning requirements. This designation may also include uses such as complementary offices and retail.

LI also includes areas that may be regarded as "industrial business", where the land uses include business administration and logistics operations for industrial concerns, building trade contractors facilities and advance research facilities, as well as stand-alone educational, scientific and industrial research facilities, or any combination of those facilities located in light industrial and technology parks. Many parcels used for industrial business are smaller and scattered throughout Mobile. For this reason, these parcels are not singled out in the FLUM, but rather are addressed through zoning.

Light industrial uses are characterized by attractive, accessible and connected development, compatible with the character of surrounding neighborhoods. Development may take the form of planned campuses in park-like settings or unified design corridors, with consideration to factors such as site and building orientation, building design, landscaping and buffering, lighting, continuity of pedestrian networks, access and connectivity to transit and to freight transportation.

Heavy commercial and, in some cases, high-density residential land uses may serve as transitions between LI and other, lower-intensity land use designations. Protection buffers may also be required by zoning.