AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, November 14, 2023, 10:30 AM

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

   Public Safety Chaplain Patricia Evans
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**

   October 31, 2023
7. **COMMUNICATIONS FROM THE MAYOR**
8. **MONTHLY FINANCE REPORTS**
9. **ADOPTION OF THE AGENDA**
10. **APPEALS**

    Request of Toulminville LeFlore Alumni Association for a waiver of the Noise Ordinance at Figures Park on November 25, 2023, from 8:00 a.m. - 5:00 p.m. (District 1).

    Request of Doulgas Allen, Jr. for a waiver of the Noise Ordinance at 300 Conti Street on November 20, 2023, from 9:00 a.m. - 3:00 p.m. (District 2).
11. **PUBLIC HEARINGS**

    Public hearing to consider modification of a previously approved Planning Approval for property located at 65 North Mobile Street (District 1).

    Public hearing to consider modification of a previously approved Planned Unit Development for property located at 65 North Mobile Street (District 1).

Public hearing to rezone property located at 6137 Todd Acres Drive from B-5 and I-2 to B-5 (District 4).

12. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Timothy Hollis - Justice, transparency, and accountability regarding officer involved incidents.

Carrie Williams - Ask for answers regarding the death of Jawan Dallas.

Robert Clopton, Sr. - Request bodycam video from Jawan Dallas case.

Jennifer Prince - Request volunteers and equipment for a clean-up at Oaklawn Cemetery.

Freddy Wheeler - Highlight positives about the City. Does the City have a plan in event of loss of public official and does the Administration have a plan to carry out current and future goals?

Reggie Hill - Comments regarding the UDC, Chapters 14, 34, 46, and FY24 budget.

13. ORDINANCES HELD OVER

25-039 Ordinance amending Chapter 25, Garbage, Trash and Litter of the Mobile City Code (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

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

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

64-054 Consider modification of a previously approved Planned Unit Development to be consistent with the proposed subdivision; 6301 Grelot Road (sponsored by Councilmember Woods).

14. CONSENT RESOLUTIONS HELD OVER

40-1036 Declare the structure at 557 St. Louis Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

15. RESOLUTIONS HELD OVER

14-1102 Approve an application seeking permission to incorporate a Capital Improvement Cooperative District and authorizing such incorporation

(sponsored by Councilmember Carroll) (submitted by Michael Linder, Council Attorney).

01-1228 Authorize Intergovernmental Agreement with Mobile County Probate Court for the purpose of providing funding assistance for administration of the 2023 City of Mobile Annexation Election (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

01-1229 Authorize Reimbursement Agreement for cost share of Civic Center utility relocation (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Carleen Stout-Clark, REAM Dept.).

01-1230 Authorize Agreement with PM Group, Inc. for Strategic Communication Services (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

08-1231 Approve purchase orders for fuel for various City departments (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1232 Approve purchase order to Dogwood Productions, Inc. for hosting and maintenance, and livestream services for City's web site; $51,100.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1233 Approve purchase order to Fivecast, Pty Ltd for one-year subscription for analysis software for MPD Cyber; $90,550.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1234 Approve item-based bid to retread truck tires; Southern Tire Mart (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1235 Approve item-based bid for medical supplies (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-1236 Transfer $175,000.00 from Capital Project Engineering, ROW, & Testing and $75,000.00 from Captial Project City-wide Storm Drain & Pipe Project to Project Grant Match Holding Account to be used as the match if awarded the Transportation Alternative Program Grant (sponsored by Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

60-1237 Authorize Settlement Agreement and Release of Claims; Ingram (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-1238 Authorize Settlement Agreement and Release of Claims; Poole (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

16. ORDINANCES BEING INTRODUCED

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).

17. CONSENT RESOLUTIONS BEING INTRODUCED

58-1243 Authorize removal of weeds, Group 1648.

58-1244 Assess costs for removal of weeds, Weed Lien Group 1644.

60-1245 Approve award of special bonus to the Public Works at Large Employee of the Month; Sledge (sponsored by Mayor Stimpson) (submitted by James DeLapp, Public Works Dept.).

60-1246 Determine an appropriation to Mobile Alumnae Chapter of Delta Sigma Theta Sorority, Inc. serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

18. RESOLUTIONS BEING INTRODUCED

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).

19. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:11/14/2023

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	11/9/2023 - 10:48 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/14/2023

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	11/9/2023 - 10:49 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/14/2023

Submitted by:

Lisa C. Lambert, City Clerk

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

ATTACHMENTS:

Description	Type	Upload Date
Walker	Cover Memo	11/9/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/9/2023 - 11:31 AM

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: Jayson D. Walker - Toulminville-LeFlore Alumni Association
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-209-9952 Cell Number: 251-209-9952

Organization (if applicable) _____

Mailing Address of Applicant 1212 Evangeline St. Mobile, AL 36605

Telephone No. 251-209-9952 E-mail address jaywalker251@gmail.com

Location or address of event where amplification will be used:
Figures Park Football Field

Date of Event: 11/25/2023 Starting Time: 8AM Ending Time 5PM
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Alumni Homecoming Tailgate

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

2023 NOV -6 AM 9:55

AGENDA ITEM SUMMARY SHEET

Agenda of:11/14/2023

Submitted by:

Lisa C. Lambert, City Clerk

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	11/9/2023 - 11:29 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/14/2023

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	11/9/2023 - 11:04 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/14/2023

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	11/9/2023 - 11:07 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/14/2023

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	11/9/2023 - 10:59 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/14/2023

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	11/9/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/9/2023 - 11:25 AM

ADDRESSING THE CITY COUNCIL

CITY CLERK'S OFFICE
MOBILE, AL
2023 NOV 8 PM 1:07 RCVD

This form must be received in the City Clerk's Office by 2:00 p.m., on the Thursday **before** the City Council meeting you would like to speak at. Requests must be submitted in writing to the City Clerk identifying the subject matter to be discussed and describing in detail the specific question or issue to be addressed. Single word descriptions or topics are insufficient. Persons who do not provide the required information in their request **will not be called on to address the Council**. 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
Fax: (251) 208-7576
Email: cityclerk@cityofmobile.org

Your comments will be limited to three (3) minutes

Name: Timothy D. Hollis Date: 11-8-23

Address: 1924 Seale St. Mobile, AL

Phone: 251-402-6427 Email: timdhollis@outlook.com

Date to Address City Council: 11-14-23

Subject and/or specific questions (must complete): Call to Action: Equal + Effective Justice, Transparency + Accountability. Recaps of Officer Involved Incidents dating back to events of Michael Moore, Treyh Webster, Jawan Dallas + many others. The conversation on Body cameras, + establishing Police Advisory Review Board.

How does this pertain to city business (must complete):

It pertains to the element of city business because these are guidelines + directives that effect policy in our municipality.

Signature:

AGENDA ITEM SUMMARY SHEET

Agenda of:11/14/2023

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	11/9/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/9/2023 - 11:26 AM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Wed 11/8/2023 11:36 AM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Carrie Williams

Date To Address Council: 2023-11-14

Address: 2854 Thornhill Dr

Email: cdewill03@gmail.com

Phone: (916) 397-2618

Subject And Specific Questions: Jaywan Dallas

Pertain To City Business: Incident involving Mobile City Police officers.

Signature: Carrie Williams

Signature Verify: X

Agree: X

Date Submitted: 2023-11-08 11:36:11

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

AGENDA ITEM SUMMARY SHEET

Agenda of:11/14/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Clopton	Cover Memo	11/9/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/9/2023 - 1:19 PM

From: cityofmobile@forms.dwdgo.net
To: City Clerk
Subject: CityofMobile.org: Addressing City Council Submission
Date: Thursday, November 9, 2023 12:21:06 PM

CAUTION: External Email

Name: Robert E. Clopton Sr.

Date To Address Council: 2023-11-14

Address: 2612 Charlotte Oaks Dr. Mobile, Al 36695

Email: mobilealnaacp@gmail.com

Phone: 251-333-0145

Subject And Specific Questions: Additional comments on the JuWan Dallas body cam video requests.

Pertain To City Business: It's a citizen's / administration issue that's needs further discussion.

Signature: Robert E. Clopton Sr.

Signature Verify: X

Agree: X

Date Submitted: 2023-11-09 12:20:59

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

AGENDA ITEM SUMMARY SHEET

Agenda of:11/14/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Prince	Cover Memo	11/9/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/9/2023 - 1:40 PM

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 City Council meeting you would like to speak at. Requests must be submitted in writing to the City Clerk identifying the subject matter to be discussed and describing in detail the specific question or issue to be addressed. Single word descriptions or topics are insufficient. Persons who do not provide the required information in their request **will not be called on to address the Council**. 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
Fax: (251) 208-7576
Email: cityclerk@cityofmobile.org

Your comments will be limited to three (3) minutes

Name: Jennifer Prince Date: 11/9/2023

Address: 1221 Dunbarway Dr. Mobile, AL 36605

Phone 251-301-4186 Email: jprince@mobilebaykeeper.org

Date to Address City Council: 11/14/2023

Subject and/or specific questions (must complete): Clean-up and lawn maintenance of Oaklawn Cemetery on Saturday November 18th 9:30 am - 11:30... need volunteers + equipment

How does this pertain to city business (must complete):
Historic Oaklawn Cemetery is in need of maintenance. at which it is located in District 2.

Signature: Jennifer M. Prince

AGENDA ITEM SUMMARY SHEET

Agenda of:11/14/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Wheeler	Cover Memo	11/9/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/9/2023 - 1:42 PM

ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., Thursday, in order to be able to address the City Council at their Tuesday City Council Meeting about a non-agenda item. Your topic must concern City of Mobile business.

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Freddy Wheeler Date: 11/9/2023

Address: 8405 Sterling Dr, Mobile, Al 36695

Phone: 251-610-9067 Email: fewheeler@hotmail

Date to Address City Council: 11/14/2023

Subject (must be completed): Being Positive About the City

Recent addresses by the public don't highlight the good things the city accomplishes or those who serve the public. Consider using social media to highlight long term accomplishments that are good for the whole city and link back to initial investment.

Specific Questions: Does the city have a continuity plan in the event of loss of one or more public officials? Does the administration have a continuity plan to carry out current and future goals.

Signature: Freddy Wheeler

AGENDA ITEM SUMMARY SHEET

Agenda of:11/14/2023

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	11/9/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/9/2023 - 1:59 PM

From: RJHILL II
To: Gauthier, Lana
Subject: 11/14 Agenda
Date: Thursday, November 9, 2023 1:55:55 PM

CAUTION: External Email

Madam Asst. Cty Clerk,

Good afternoon. I hope this Thursday has been pleasant for you. Please accept my formal request to be added to the upcoming Agenda.

I shall present on the following matters:

* UDC
* Chapter 34
* Chapter 14
* Chapter 46
* FY24 Budget

Thank you for attending to the concerns of Mobilians. See you all next week!

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:11/14/2023

Submitted by:
Ricardo Woods

Sponsored by:
Mayor Stimpson

Purpose and Scope of Project:
To amend Chapter 25, Garbage, Trash and Litter in a restatement in its entirety.

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

ATTACHMENTS:

Description	Type	Upload Date
Ordinance	Ordinance	8/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Kern, Chris	Approved	8/17/2023 - 2:14 PM
Mayors Office	Montgomery, Brandi	Approved	8/17/2023 - 3:09 PM
Legal	Kern, Chris	Approved	8/17/2023 - 2:14 PM

AN ORDINANCE TO AMEND CHAPTER 25, GARBAGE, TRASH AND LITTER OF THE MOBILE CITY CODE

Sponsored by: William S. Stimpson

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

ARTICLE ONE: Amendment and Restatement of Chapter 25 GARBAGE, TRASH, AND LITTER

Chapter 25, Garbage, Trash and Litter of the Mobile City Code, 1991, is hereby amended and restated in its entirety to read as follows:

CHAPTER 25 GARBAGE, TRASH, AND LITTER

ARTICLE 1. GARBAGE AND TRASH

Sec. 25-1 – Applicability and Rule of Construction

(a) Except where otherwise provided, the provisions of this article apply throughout the City limits.
(b) If any portion of this article is held invalid or unconstitutional by a court of competent jurisdiction, then such judgment shall in no way affect or impair the validity of the remaining portions of this article.

Sec. 25-2 – Definitions

As used in this article, the following terms are defined as follows:
(1) *Apartment* is a suite of rooms which composes a residence in a multi-dwelling unit, which the occupant(s) rents.
(2) *Balloon* is a flexible nonporous bag made from materials such as rubber, latex, polychloroprene, or nylon fabric that can be inflated or filled with fluid, such as helium, hydrogen, nitrous oxide, oxygen, air, or water and then sealed at the neck, usually used as a toy or decoration.
(3) Bulk container is any dumpster, roll-off container, or stationary storage facility placed for the temporary containerization of solid waste at a place of business, multi-dwelling unit complex, industrial or construction site, and is tightly covered or constructed to eliminate wind-driven debris and unsightly litter on or about the premises.
(4) *Business* means a sole proprietorship, partnership, joint venture, corporation, or other business entity, either for-profit or not-for-profit, including retail establishments where goods or services are sold, professional corporations and other entities where legal, medical, dental, engineering, architectural, or other professional services are delivered, and private clubs.
(5) *Condominium* is a suite of rooms which compose a residence in a multi-dwelling unit, which the occupant(s) owns or rents from the owner.
(6) *Downtown Business District* means the area bounded by the Mobile River on the east, Canal Street on the south, Broad Street on the west, and Beauregard Street on the north.
(7) *Enforcement Officer* means a City of Mobile employee designated by the Mayor as the person to exercise the authority, enforce the provisions and perform the duties delegated by this Chapter in accord with the prescribed procedures of this jurisdiction.
(8) *Cigarette litter receptacle* is a container for the disposal of litter from smoking including cigarettes, cigars and their butts.
(9) *City* means the City of Mobile, in the County of Mobile, d in the State of Alabama.
(10) *City limits* are the corporate boundaries of the City.

(11) *Commercial premises* is any lot or any building, or part thereof, used in connection with or for the conduct of any business, trade, occupation, or any profession for which a license is required by the City, and includes all unimproved real property not zoned for single-family residential use.
(12) *Commercial waste* means refuse from commercial premises including garbage, trash, kitchen waste, restaurant waste, food containers, paper, floor litter, sidewalk sweepings, leaves, grass, weeds, hedge trimmings, and small tree trimmings not exceeding five feet in length and four inches in diameter, and includes waste generated from a business operating on residential premises and waste generated from multi dwelling units.
(13) *Corrective notice* is a written notice or warning issued by an enforcement officer to inform the recipient of a violation of this article and specifying a period of time in which to correct the violation. A corrective notice does not impose a fine.
(14) *Construction Debris* means rubbish resulting from construction, demolition, or alteration of any building or structure, including scrap, lumber, plaster, roofing, concrete, brick and sanding dust, mortar and glass, resulting from the construction, repair, remodeling, removal, or demolition of any structure.
(15) *Domestic waste* Any waste capable of entering into or passing through a plumbing system. Such waste includes but is not limited to human excrement, bath water, kitchen and bathroom waste and waste from septic tanks, sumps, outhouses, or any other waste collection point. The term "domestic waste" does not include waste from any commercial or industrial process that is authorized by Mobile Area Water and Sewer System to be discharged into a sewage collection system.
(16) *Food service facility* Any establishment, retail food store, public or private school, correctional facility, hospital, food processing or preparing establishment, or other establishment where food is prepared for sale or offered for sale, including any establishment that slaughters, fabricates, bones, or processes animals, poultry, or fish whether or not required by law to be licensed or permitted by an agency of the state.
(17) *Garbage* means putrescible material and other daily non-putrescible disposable items when part of household garbage.
(18) *Garbage cart* is a 64- or 96-gallon container provided by the City for use with its automated garbage collection system.
(19) *Grease hauler* Any person who removes fat, oil, or grease waste of any form from a premises by means of transporting the waste over a public road. This includes waste from grease traps, grease interceptors, grease collection bins, or any other fats, oils, or grease collection point.
(20) *Hazardous materials/waste* means a substance in quantity and form which may pose an unreasonable risk to human health and safety or to the environment, including private property. Additionally, the definition of Hazardous waste includes any material regulated under Resource Conservation and Recovery Act Subtitle C (42 U.S.C. §§ 6921 – 6939g) including waste generated in the course of operating a business at a residence. Hazardous Materials includes pesticides, herbicides, fertilizer, antifreeze, batteries, acids, cleaners, paint, medications, fluorescent light bulbs, railroad ties, and petroleum products.
(21) *Household* means a single-family residence, an individual mobile home, and/or a multi-family residence.
(22) *Household garbage* means putrescible solid waste as well as ordinary waste generated by a household. t. This term does not include sewage, bodily waste, or ashes. Applies to areas zoned as single-family, duplex, tri-plex, or quad-plex. This term does not include Multi-dwelling unit waste and waste generated in the course of operating a business at a residence.
(23) *Household trash* means non-putrescible solid waste consisting of yard clippings, leaves, wood, tree limbs and trunks, bedding, appliances, furniture, paper and cardboard, plastics, wood, wrappings, cans, and similar materials, but not ashes. This term does not include Multi-dwelling unit waste and waste generated in the course of operating a business at a residence.
(24) *Junk* refers to any vehicle parts, rubber tires, appliances, dilapidated furniture, machinery, equipment, building material, or other items which are either in a wholly or partially rusted, wrecked, junked, dismantled or inoperative condition. This term includes a vehicle with one or more of the following characteristics: it is non-operating, abandoned, wrecked, or partially dismantled; or it has flat tires, or a missing engine, door(s), hood, windows, or other missing body parts.
(25) *Knowingly* means a person is aware of taking the action, behavior, or conduct which amounts to committing a violation. It is not a requirement that the person has knowledge that the behavior is an offense.
(26) *Litter* means any garbage, refuse, or noncontainerized man-made solid waste, such as paper, plastic, diapers, cigarette butts, bottles, cans, glass, crockery, scrap metal, construction materials, rubbish, disposable packages, or containers.
(27) *Litter receptacle* is a container constructed and placed for use as a depository for litter.

(28) *Manufactured home* means a building, transportable in one (1) or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term also includes park trailers, travel trailers and similar transportable structures placed on a site and intended to be improved property.
(29) *Manufactured home park* means a manufactured home park or subdivision for which the facilities for servicing the lots on which the manufactured homes are affixed are constructed by the owner of the park of subdivision before placement of a manufactured home on an individual lot. The facilities servicing the lot include, at a minimum, the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pad(s).
(30) *Multi-dwelling unit* is a building in which five or more multiple separate housing units for residential occupants are contained in one building or several buildings within one complex and under the same ownership or with multiple owners. Condominiums or apartments may compose the buildings in a multi-dwelling unit.
(31) *Multi-family residence* means two, three, or four family separate residential units in a single residential structure, such as a duplex, triplex, or fourplex.
(32) *Municipal offense ticket* (MOT) is a citation specifying a violation of a City ordinance issued by an enforcement officer of the City and directs the violator either to pay a fine and court costs or to appear in municipal court to answer the charge(s).
(33) *Occupant* is any owner, tenant, or person residing, in possession or in charge of any house, building, store, shop, lot, or premises.
(34) *Owner* is any person, agent, firm, corporation or other entity having legal title to real property, including any mortgagee bank, company, institution, individual, or other entity of record which has foreclosed on the property, or the estate of a deceased owner or the last recorded owner in the property tax records of the county revenue commissioner.
(35) *Person* means an individual, partnership, association, syndicate, company, firm, trust, corporation, government, corporation, department, bureau, agency, business, or any entity recognized by law, and any agents of those entities.
(36) *Places of assembly* are buildings, structures, or portions of a building or structure used for the gathering of persons for purposes such as civic, social, or religious functions, recreation, food or drink consumption, or for awaiting transportation.
(37) *Premises* means any building or real property.
(38) *Private property* is property owned by any person as defined herein.
(39) *Public nuisance* includes any growth of weeds, scrub (wild) bushes, and grass exceeding community standards, normally ten inches in height, and/or nonorganic debris that presents a fire hazard, a health hazard, a flooding hazard, a safety hazard, or otherwise endangers human health and safety or the environment.
(40) *Putrescible* means an item that will rot or decay, such as food waste, and therefore is likely to attract vermin and other vectors.
(41) *Qualified Business Enterprise* is a restaurant, bar, or other substantially similar establishment approved by the Public Services Department operating within the defined Downtown Business District.
(42) *Refuse* is a term applied generally to trash, garbage, debris, litter, and any discarded materials.
(43) *Residential premises* are premises used as single- or multi-family dwellings, townhouses, apartments, and condominiums, both privately and publicly owned.
(44) *Septage hauler* Any person who removes domestic waste from a premises and transports the waste over a public road.
(45) *Single-family residence* is a one-family dwelling; a residential structure, which does not share any common walls with another residence; the dwelling may be owner-occupied or tenant-occupied.
(46) *Sky lantern* is a device that requires a flame which produces heated air trapped in a balloon-type covering allowing the device to float in the air. Sky lanterns shall not include hot-air balloons used for transporting persons.
(47) *Trash* is non-putrescible solid waste consisting of yard clippings, leaves, wood, tree limbs and trunks, bedding, appliances, paper and cardboard, plastics, wood, wrappings, cans, and similar materials.
(48) *UNTCC* is a uniform non-traffic citation and complaint as set out in Rule 20 of the Alabama Rules of Judicial Administration. When issued electronically, it is known as an eUNTCC.
(49) *UTCC* is a uniform traffic citation and complaint as set out in Rule 20 of the Alabama Rules of Judicial Administration.

(50) *Vehicle* is any device capable of moving and transporting persons or property upon a public highway, street, or waterway. This shall include any watercraft, boat, ship, vessel, barge, or other floating craft. For the purposes of this ordinance, *Vehicle* does not include devices moved by human power and those vehicles used exclusively for agricultural purposes, not licensed pursuant to state law, and that are not operated on any public highway for purposes other than crossing such public highways or along such highways between two tracts of the owner's land.

Sec. 25-3 – Department of Public Services, Sanitation Division

(a) The Department of Sanitation shall from time to time implement rules and guidelines consistent with the provisions of Chapter 25 in order to implement and effectuate the application of said provisions.

(b) The pickup schedule for household garbage and household trash will be fixed under guidelines and procedures implemented by the Department of Sanitation.

Sec. 25-4 – General Requirements

It shall be unlawful for any person to intentionally damage, remove, handle or to otherwise disturb the garbage containers or the contents thereof which have been placed on city right of way for servicing by the garbage collectors; provided, that this section does not apply to the owner, occupant, lessee, or tenant of the residence or dwelling so placing the container and contents.

Sec. 25-5 – Household garbage.

(a) *Frequency.* Pickup of household garbage is once per week based on the household address. Frequency may be governed by to guidelines implemented by the Department of Sanitation and is subject to change. Holiday schedules may vary.

(b) *Garbage cart issuance.* The City of Mobile will assign an initial 96-gallon or 64-gallon garbage cart to newly constructed residential units. All existing households eligible for collection are required to have a City assigned garbage cart. An additional or replacement garbage cart may be assigned to the address by the City for a fee (for a total limit of 2 per household). Title of the garbage cart shall at all times remain with the City. Payment options can be found by checking the City of Mobile website at www.CityofMobile.org or by calling Mobile 311 at 251-208-5311.

(c) *Garbage carts*.

(1) All household garbage shall be contained inside plastic bags and placed inside of a city-issued garbage cart. All garbage carts shall be closed to prevent animals from scattering the garbage. Garbage carts overloaded so that lids will not close will not be picked up.
(2) Garbage carts should be placed with the handle facing away from the street to ensure the cart is aligned with the garbage truck loading mechanism.
(3) No intentional marking, drawing, or writing with paint, ink, or another substance on, or the intentional etching into the garbage cart is allowed.
(4) Maintenance. Garbage carts that have deteriorated to the extent of having jagged or sharp edges capable of causing injury to the garbage collectors or others whose duty it is to handle these containers, will not be collected. Deteriorated carts must be replaced at the cost of household. Garbage carts shall be kept cleaned, maintained, sanitized, and free of any other forms of deterioration inside and outside.
(5) Removal of garbage cart from the assigned address shall be prohibited.
(6) Failure to comply with any provision of 25-5(c) shall be a violation punishable under Article Three hereof.

(d) *Quantity.* Each household shall be limited up to two (2) city issued garbage carts. Unauthorized garbage carts will not be picked up.

(e) *Location.* All containers shall be placed curbside and not placed in the street. Carts placed in medians or on vacant lots will not be collected. Garbage carts not serviced on the scheduled route due to placement or obstruction (i.e., blocked by vehicles, etc.) will not receive additional/return service.

(f) *Time.* Household garbage containers shall be placed by the curb by 6:00 a.m. on the regular collection day, and empty containers should be returned to the household as soon as possible, but not later than 11:59 p.m. on collection day. If a resident does not know the collection day for their area, they may request this information by contacting Mobile 311 at 251-208-5311 or check the City of Mobile website at www.cityofmobile.org. It shall be a violation of this Chapter punishable under Article Three hereof.to allow a container to remain by the curb beyond the time stated above.

(g) *Hazardous materials/waste and Household Trash.* It shall be a violation punishable under Article Three hereof.to place these materials, as defined in 25-2, in garbage carts even if they are in a plastic bag.

Sec. 25-6 – Household trash.

(a) *Frequency.* Pick-up is every other week, subject to change pursuant to guideline implemented by the Department of Sanitation. Holiday schedules may vary.

(b) *Quantity.*

(1) Maximum quantity for no additional charge is limited to approximately two (2) cubic yards (3 feet by 3 feet by 6 feet) or the equivalent of fifteen (15) bags of leaves, per household, every other week. (There is no charge for this amount.)
(2) Amounts exceeding the maximum collection limit will be considered an oversized load. The household will have the choice of taking it to an approved landfill or contacting the city to collect it for a fee. Trash piles that are requested for oversized loads will be evaluated by a Sanitation department official who will determine the collection fee based on the size of the pile. The Department of Sanitation may elect to collect the fee before removing the trash. Information and payment options can be found by checking the City of Mobile website at www.CityofMobile.org or by calling Mobile 311 at 251-208-5311.
(3) Where household trash exceeds the maximum allowed, that trash will not be collected, and a corrective notice will be given explaining the violation.

(c) *Time.* Household trash may not be placed for collection prior to forty-eight (48) hours before the designated pickup day.

(d) *Location.* Household trash shall be placed on the property where it originated as close to the street as possible without posing an obstruction to pedestrians or other risk to health and human safety. Trash piles that are not serviced on the scheduled route due to placement or obstruction (i.e., blocked by vehicles, etc.) will not receive additional/return service and it will be the responsibility of the property owner to remove. It shall be a violation of this Article to place household trash in any of the following locations or ways:

(1) On medians, on vacant or abandoned residential or commercial property.
(2) Obstructing sidewalks.
(3) Obstructing gutters, ditches, or any portions of the city's drain system.
(4) Obstructing the street, creating a traffic hazard.
(5) In a location that could cause a fire hazard, with trash not eligible for city pickup.
(6) Around fire hydrants, signposts, guy wires, power poles, over water meters, over masonry work, against fences, *or at the base of trees located within the City of Mobile rights-of-way*.
(7) Under low hanging power lines, TV cables or low tree limbs.

(e) *Leaves, straw, and grass clippings* may be placed by the curb for pickup at the scheduled time if bagged or boxed and limited to the quantities defined above.

(f) The following materials are not collectible as part of household trash, and it shall be a violation of this Article to place these materials on the curb:

(1) Limbs greater than twelve (12) inches in diameter;
(2) Limbs greater than six (6) feet in length;
(3) Construction debris (including home improvement projects);
(4) Debris from a lot clearing project;
(5) Materials from commercial projects;
(6) Materials from evictions; or
(7) Any materials accumulated from commercial businesses.

(g) Failure to comply with any requirement of this Section 25-6 shall be a violation.

Sec. 25-7 – Hazardous materials/waste.

(a) It shall be a violation punishable under Article Three hereof.to place or include Hazardous materials/waste with household trash or household garbage. Said matter must be disposed of by the household at a facility legally permitted for the disposal of these items. b) Broken glass, sharp metal objects, or hypodermic needles and other household medical waste must be disposed of in puncture-proof sealed containers or biohazard waste bags.

Sec. 25-8 – Downtown Business District

(a) Except as provided below, the City of Mobile does not provide trash or garbage services to businesses or commercial enterprises.

(b). Commercial waste will be collected once each day from all qualified business enterprises located within the Downtown Business District.

(c) *Garbage Carts.*

(1) Issuance. Garbage carts must be obtained from City for a fee. Title of the garbage cart shall at all times remain with the City. The City will only service City garbage carts. Payment options can be found by checking the City of Mobile website at www.CityofMobile.org or by calling Mobile 311 at 251-208-5311.

(2) Maintenance. Garbage carts that have deteriorated to the extent of having jagged or sharp edges capable of causing injury to the garbage collectors or others whose duty it is to handle these containers, will not be collected. Deteriorated carts will be replaced by the City, for a fee paid by the business owner. Garbage carts shall be kept cleaned, maintained, sanitized, and free of any other forms of deterioration inside and outside.

(3) No intentional marking, drawing, or writing with paint, ink, or another substance on, or the intentional etching into the garbage cart is allowed.

(4) It shall be a violation punishable under Article Three hereof.to intentionally damage or remove a garbage cart from the assigned address.

(d) *Quantity.* All garbage consisting of kitchen waste, restaurant waste, food refuse or other matter offensive in sight or smell shall be bagged and placed in ninety-six (96) gallon garbage carts. The combined weight of garbage and cart shall not exceed one hundred (100) pounds each; garbage carts weighing in excess of one hundred (100) pounds will not be picked up.

(e) *Location.* Containers of commercial waste may be placed for collection on or near the curb line of the originating place of business, including streets at the front or rear, or the alley of that business's property, providing the alley is accessible to the collectors' trucks at the time of collection of garbage. Placement areas shall be kept cleaned, maintained, and sanitized.

(f) *Time.* Garbage Carts in the Business District shall not be placed on the sidewalk or curb for collection between the hours of 10:00 a.m. and 5:00 p.m. After the garbage has been collected, the owners of the containers shall remove them from the streets of the City not later than two hours after the garbage has been collected. Waste containers may be placed in alleys at any time.

(g) Failure to comply with any provision of 25-8 shall be a violation of this section. punishable under Article Three hereof.

Sec. 25-9 – Commercial, Outside of Downtown Business District

(a) The provisions of this section shall apply to all Commercial Enterprises, Multi-dwelling units, manufactured home parks, and places of assembly that are located within the City limits and are outside of the Downtown Business District.

(b) Commercial pickup outside the business district will be arranged by the owner or occupant of the commercial enterprise.

(c) Commercial premises shall install dumpsters, bulk containers, or other containers to be emptied on a timely basis at the owner or occupant's expense.

(d) All dumpsters shall be affixed with an identification decal, which is legible and waterproof, that includes the following information:

(1) The name of the entity or business using the dumpster;
(2) If the business is also the owner of the property, the name, address, and telephone number of the person who is authorized to accept legal service for the owner; and
(3) If the business is a tenant on the property, the name address and telephone number of the person who is authorized to accept legal service for the tenant.

(e) In the event that an owner or occupant of commercial premises elects to enclose a dumpster or secure the dumpster with an automatic lock release in accordance with subsection (e) or is required to do so as provided in subsection (e), then said owner or operator must ensure the conditions noted below are met. Dumpster enclosures are not optional for an owner or occupant that has committed a second violation of Sec. 25-10 of this ordinance, in which case the City requires the owner or occupant to enclose the dumpster and secure it by installing an automatic lock.

(1) Dumpster enclosures must meet the following criteria:

(a) Constructed of wood or brick and at least the height of the dumpster, which is being enclosed, but not to exceed eight (8) feet in height.
(b) The dumpster enclosure may be equipped with a door or gate constructed of wood or other opaque material that opens outward and which remains closed unless the dumpster is being filled or emptied.
(c) The dumpster enclosure must be of sufficient size to allow for placement and removal of the dumpster without causing damage to the enclosure.
(d) The dumpster enclosure must be kept in good repair and condition.
(e) Failure to comply with any provision above shall be a violation of this Article. Any owner or occupant of commercial premises that has a dumpster located thereon who pleads guilty to a violation of this section, or is found by a court of competent jurisdiction to be guilty of violating this section, may, on a first offense, be allowed the option to either pay the applicable fine and costs, or alternatively, to enclose the dumpster or secure the dumpster with an automatic lock release in accordance with the requirements of this section within the sixty-day period following the guilty plea or adjudication. Upon a second violation of this section, the occupant shall be required to enclose the dumpster or secure the dumpster with an automatic lock release in accordance with the requirements of this section in addition to all other fines, penalties, and costs that may be imposed. For purposes of this section, failure by the defendant to either pay a fine or appear in court as required by a properly served charging document shall be considered the same as pleading guilty to violating this section.

(1) To be deemed secured under this section, the dumpster must have a functioning automatic lock release, sometimes called a gravity lock release or similar product, that will cause the lid of the dumpster to be securely closed and sealed whenever the dumpster is not being filled or emptied.

(f) Failure to comply with any requirement of this Section 25-9 shall be a violation punishable under Article Three hereof.

Sec. 25-10 – Commercial Waste/Collection

(a) It shall be the duty of each owner, occupant, tenant, or lessee of any commercial premises, multi-dwelling unit premises, manufactured home park, or places of assembly to keep the premises clear and free of litter, trash, junk, and high grass and weeds as defined under "public nuisance" in Section 25-2-34. These areas include grounds, parking lots, roads, driveways, rights-of-way, loading and unloading areas, storm drains, vacant lots, and unimproved real property. See Sec. 52-56 for the circumstances in which the City may declare a nuisance.

(b) All persons performing construction and demolition work, and owners or occupants of commercial premises shall provide on-site receptacles for loose debris paper, building material waste, scrap building materials, and other litter products to prevent the scattering of such materials by wind or rain.

(c) No owner or occupant of commercial premises who is not a licensed junk dealer may grant permission to any person to dispose of litter, garbage, trash, or junk on the premises.

(d) All owners or occupants of commercial premises shall store their trash, garbage, or litter in appropriate containers; maintain their premises as clean, neat, and sanitary; and shall prevent litter from blowing or washing onto adjacent property thoroughfares or into storm drains or waterways. Spillage and overflow around containers shall be cleaned up as it occurs.

(e) Where commercial enterprises share parking lots, the occupant and/or owner must decide who will be responsible for the container. That enterprise must put their name and contact information on the container and take ownership over its maintenance.

(f) Containers required by this section shall be of sufficient size and material to hold the litter and other waste from visitors to the commercial enterprise.

(g) The occupant and/or owner of each commercial enterprise is responsible for emptying and otherwise maintaining the containers to limit litter, waste, or debris in the area.

(h) Any owner or occupant of commercial premises that has a trash or litter located within the parking lots, who pleads guilty to a violation of this section, or is found by a court of competent jurisdiction to be guilty of violating this section, may, on a first offense, be allowed the option to either pay the applicable fine and costs, or alternatively, provide appropriate containers, labeled with the responsible party's (Dumpster info – 25-11-d) distributed evenly throughout the parking lot at a rate of one container every 12 parking places or at a maximum of a 60-foot spacing between each container for all on-site. Upon a second violation of this section, the owner or occupant if found by a court of competent jurisdiction to be guilty shall pay the applicable fine, court costs and provide one garbage can for every 12 parking spaces as required by this section. For purposes of this section, failure by the defendant to either pay a fine or appear in court as required by a properly served charging document shall be considered the same as pleading guilty to violating this section.

(i) Failure to comply with any requirement of this Section 25-10 shall be a violation punishable under Article Three hereof.

Sec. 25-11 – Vehicles hauling garbage, trash, and refuse.

(a) Each truck or other vehicle used in the business of collecting and hauling trash, garbage and refuse for hire shall be designed so that the cargo does not escape the vehicle. Any said vehicle shall have the following characteristics:
   (1) The vehicle shall have solid sides, a tailgate, a cover, and be watertight;
   (2) The sides and tailgate should be at least four (4) feet in height.
   (3) The top should be solid or rigged with a tarpaulin that can be spread tightly over the top of such truck to cover the entire opening and extend 12" down the sides. The solid top or tarpaulin shall be used at any time the vehicle is moving, except in those instances where the vehicle is collecting waste and moving fewer than one hundred (100) yards at an average speed less than 15 mph.
   (4) Tanks, containers and other receptacles should be watertight and operators should use covers or lids in such a manner as to prevent the dropping, escaping, or spilling of any waste upon the road, street, alley, or any public or private property.

(b) If trash, garbage or refuse leaves a vehicle, the operator shall collect it at that time.

(c) Each truck or other vehicle used in the business of collecting and hauling of trash, garbage and refuse for hire shall have the cubic yardage of the body of the truck or vehicle painted in five-inch letters on the left side of the body near the cab. Each truck or vehicle shall have signs painted on both doors of the truck or vehicle indicating the correct name of the hauler and their telephone number.

(d) No such truck shall be used in the business of collecting and hauling trash, garbage and refuse unless there has been a City license procured by the operator thereof, and no license shall be issued by the city revenue officer for any such truck until such truck has been examined by the city police department and approved as complying with the provisions of this section. The license number for any such truck shall be prominently displayed and affixed outside of such truck to the left front door of the cab. Every such license shall be subject to revocation for a violation of any of the provisions of this chapter or any other ordinance of the city pursuant to the provisions for revocation of city licenses set forth in the license code of the city.

(e) No truck or other vehicle used in the business of collecting and hauling trash, garbage and refuse for hire shall operate or carry on its work between the hours of 8:00 a.m. and 6:00 p.m. of each day in the area bounded on the west by Broad Street, on the east by Mobile River, on the north by State Street and on the south by Monroe Street; provided, that where such trucks or other vehicles do not pick up garbage or trash on or along the streets of the city, but pick up trash and garbage only in private alleys off the streets, they may operate on the streets of the city at all hours of the day and night but shall comply in such operations with all other provisions of this section.

(f) Failure to comply with any provision of this section shall be a violation punishable under Article Three hereof.

(g) The provision of Sections 25-11 shall not apply to a responsible government agency which deposits sand or other substance to increase traction, or water or other substance to clean or maintain a street or roadway.

ARTICLE II. LITTER[1]

Sec. 25-20 – Cleaning litter, trash, or junk from private property.

(a) The owner of any vacant or unoccupied private property shall at all times keep it clear of litter, garbage, junk, or trash. The owner must also properly dispose of litter, garbage, junk, or trash located on that property. It shall not be a defense that the litter was placed or caused by a third party.(b) Licensed junk dealers or commercial premises used for the repair, rebuilding, reconditioning, or salvaging of goods whose work area is screened from public view by a fence, hedge, wall or similar device of sufficient height to provide a visual buffer, and who complies with the city's junk and zoning ordinances shall not be subject to the provisions of this section.

(b) The failure, neglect or refusal of any owner notified by an enforcement officer to properly dispose of litter, trash, garbage, or junk within ten (10) days after receipt of the notice shall constitute a violation of this article.

Sec. 25-21 – Litter receptacles.

(a) Except for premises within the business district, every owner or occupant of commercial premises shall, at their own expense, provide, place, and regularly maintain litter receptacles, including cigarette litter receptacles, at entrances, employee smoking areas and common pedestrian transition points. The number of litter receptacles shall be adequate to contain litter generated at these premises. In determining the adequate number of receptacles, it is suggested, but not mandatory except as required by subsection (c) below, that receptacles be distributed evenly throughout the parking lot at a rate of one container every 20 parking places for all on-site parking.

(b) Litter receptacles on any premises shall meet the following minimum standards:

(1) Constructed of such quality as to maintain the receptacle's original shape when kept in an outdoor location and reasonably resistant to rust and corrosion.

(2) Constructed and designed or covered in such a manner as to prevent or preclude litter from escaping from the receptacle.

(3) Serviced with such frequency as necessary to prevent spillage from overflow and to prevent offensive odor.

(c) Any owner or occupant of commercial premises who pleads guilty or is found by a court to be guilty of violating this section, may, on a first offense, either pay the applicable fine and costs, or alternatively, provide one (1) receptacle for every twenty (20) parking places. for all on-site parking. Any owner or occupant who pleads guilty or is found by a court to be guilty of a second violation of this section, shall pay the applicable fine and court costs and shall thereafter provide one (1) litter receptacle for every twenty (20) parking spaces for all on-site parking. For purposes of this section, failure by the defendant to either pay a fine or appear in court as required by a properly served charging document shall be considered the same as pleading guilty.

d) It shall be a violation of this article for any person to deposit any item except litter into a litter receptacle. It shall be a violation of this article to fail to comply with any provisions of this section.

Sec. 25-22 – Littering from a vehicle.

(a) It shall be a violation of this article for any person in a vehicle to drop, deposit, discard or otherwise dispose of litter in or upon any public or private property within the city including but not restricted to, any street, median, right-of-way, sidewalk, park, vacant or occupied lot, body of water, except in litter receptacles or in an area designated by the state department of environmental management as a permitted disposal site.

(b) The owner of the motor vehicle shall be responsible in the event that any person commits the preceding unlawful acts while in a motor vehicle, whether it is moving or at rest.

(c) It shall be a violation of this article for any person, hauler, firm, or business falling within Section 25-11 to haul garbage, paper, trash, sand, gravel, wet cement, construction materials, other loose materials, or waste unless the truck or vehicle used is properly covered, secured or sealed to prevent any loss or spillage during hauling, or littering of streets or highways, or nuisances or hazard to the public health of the environment.

(d) It shall be a violation of this article for any person, hauler, firm, or business in 25-22(c) to allow materials being hauled to spill, drop from, or escape the vehicle, without immediately recovering the lost or spilled materials.
(e) Any person cleaning litter or junk from private property and operating a vehicle on a public right of way in the city limits from which any glass, nails or other sharp objects have fallen or escaped which could cause an obstruction or damage a vehicle or otherwise endanger travelers on such public property shall immediately cause the public property to be clear of such objects and shall pay any cost thereof. It shall be a violation of this Section to fail to comply with any provision herein.

Sec. 25-23 – Sweeping litter into street.

(a) It shall be a violation of this article to blow, sweep, or push litter, junk, or trash, including yard clippings, leaves, grass, or cigarette butts, onto the city streets, alleys, stormwater structures, ditches, or waterways. All litter and trash shall be deposited into a garbage cart, garbage can, bag, or box, cigarette litter receptacle or litter receptacle and be tightly covered and secured to prevent scattering before pickup.

Sec. 25-24 – Dumping of litter, trash, or junk.

(a) It shall be a violation of this article for any person to discard or dump any litter, garbage, trash or junk on any private or public property unless disposed of in receptacles provided for public use that comply with the requirements of this article or in an area designated by the state department of environmental management as a permitted disposal site.
(b) For the purposes of this section, items found in an accumulation of garbage, trash or other discarded material including, but not limited to, bank statements, utility bills, bank card bills, and other financial documents, clearly bearing the name of a person, shall constitute a rebuttable presumption that the person whose name appears thereon knowingly deposited the litter. Advertising, marketing and campaign materials and campaign literature shall not be sufficient to constitute a rebuttable presumption under this section. No prosecution for violation of this section based on evidence that creates a rebuttable presumption shall be brought against a person unless he or she has been given written notice by an enforcement officer that items found in an accumulation of garbage, trash or other discarded materials contain his or her name, and that under this section, there is a rebuttable presumption that he or she knowingly deposited the litter. The notice shall advise the person of the penalty for violating this section, and shall provide that, unless the person can present satisfactory information or evidence to rebut the presumption to the designee of the city within fifteen (15) days of the date of the notice, an action under this section may be filed against him or her in municipal court. If the person responds to the notice and presents information or evidence to the designee of the city, the designee shall review the information of evidence presented and make a determination as to whether or not an action should be brought against the person for violating this section. The designee shall provide written notice to the person of the determination, and if the intent is to proceed with an action under this section, the notice shall be sent before an MOT or UNTCC is issued.

Sec. 25-25 – Removal of litter from litter receptacles.

(a) The removal of litter from receptacles placed at public parks, beaches, fishing areas and other public recreation sites shall be the responsibility of those state and local agencies responsible for the maintenance of these sites.

(b) The removal of litter from garbage cans, litter receptacles, or bulk containers placed on private property which are used by the public on commercial premises shall be the duty of the owner or occupant of those premises. It shall be a violation of this article for an owner or occupant to fail to regularly remove or provide for the regular removal of litter as required by this subsection.

Sec. 25-26 – Yard, garage sale, or other unauthorized temporary signs.

(a) It shall be a violation of this article to place any signs on trees or utility poles in the city rights-of-way without exception.

(b) *Exception.* Notwithstanding the provision of 25-26(a), special event directional signs may be placed on public property in compliance with Chapter 54, Section 122-125.

Sec. 25-27 – Balloon or Sky Lantern Release.

(a) It shall be a violation of this Section for any person to intentionally release, organize the release of, or intentionally cause to be released one or more sky lanterns or balloons inflated with gas that is lighter than air which includes but is not limited to, helium, with the exception of:

(1) Balloons released by a person or educational institution on behalf of a governmental agency or pursuant to a governmental contract for scientific or meteorological purposes.
(2) Balloons released indoors.
(3) Balloon tests performed.

Article III – Enforcement

Sec. 25-30 – Violations

(a) The provisions of this Article III apply to provide enforcement procedures with regard to all violations of Chapter 25.

(b) It is a violation to fail to comply with any provision of Chapter 25.

(c) Violations of Chapter 25 may be enforced as applicable by one or more of the following actions: 1) Corrective Notice; 2) Municipal Offense Ticket (MOT); 3) Uniform Non-Traffic Citation and Complaint; and 4) Uniform Traffic Citation and Complaint.

Sec. 25-31 – Enforcement procedures.

(a) A city police officer may choose to cite and release defendant for a violation of Chapter 25. The UNTCC shall serve as the charging instrument and shall be issued in accordance with Rule 20 of the Alabama Rules of Judicial Administration.

(b) A city employee designated as an enforcement officer may issue a municipal offense ticket (MOT) for a violation of Chapter 25. The person charged with a violation must do the following within the time period specified on the MOT, or within twelve (12) hours before the court date shown on the MOT:

(1) Appear in person before a magistrate, who will retain a copy of the ticket, sign the plea of guilty waiver of rights on the MOT, and pay the fine and applicable court costs; or
(2) Sign the plea of guilty waiver of rights provision on the MOT and mail or hand deliver to the clerk of the municipal court the signed page and payment for the amount of the fine and applicable court costs. Remittance by mail or hand delivery of the fine and costs constitutes a guilty plea and waiver of trial, even if the "plea of guilty waiver of rights" provision on the ticket has not been signed by the defendant. If the amount sent is insufficient, then the money received by the clerk shall be considered to be a partial payment of the penalty, and it shall be applied by the clerk to the fine and costs and shall be deposited as required by law. The clerk may give notice of the insufficiency, and a supplemental summons or warrant of arrest shall be issued for the defendant's arrest, and a judgment shall be entered by the magistrate for the balance due; or
(3) Sign the MOT and agree to appear in court on the date and at the time shown on the MOT to protest the charges. If the defendant fails to appear, the municipal court may, in its discretion, issue further notice or a supplemental summons or warrant of arrest.

(c) Employees of the city designated as enforcement officers, who observe violations of Chapter 25, are further authorized to appeal before a magistrate and request a summons or warrant to be issued pursuant to Rule 3.1 of the Alabama Rules of Criminal Procedure.

(d) Employees of the city designated as enforcement officers may issue corrective notices to owners or occupants found to be in violation of any of the provisions of Chapter 25. The issuance of a corrective notice is not required prior to the issuance of an MOT or UNTCC.

Sec. 25-32 – Failure to comply with corrective notices.

It shall be a violation for any owner or occupant of property in the city limits who receives a corrective notice from an enforcement officer to fail or refuse to complete the corrective action within the time designated.

Sec. 25-33 – Penalties.

(a) It shall be unlawful for any person to violate any provision of Chapter 25.

(b) Knowing violation of article. For any violation of this article that is committed knowingly, the fine shall be three hundred fifty dollars ($350.00), or imprisonment for up to three (3) months, or a combination thereof.

(c) Other violations of article. For all violations of this article that are not subject to paragraph (b) above, the fine shall be two hundred dollars ($200.00), or imprisonment for up to thirty (30) days, or a combination thereof.

(d) Each day a violation of this article is committed or permitted to continue shall constitute a separate offense.

(e) Any person who appears in municipal court and is found guilty of a violation of this chapter may, in the discretion of the court, be punished by a fine of up to three hundred and fifty dollars ($350.00) or imprisonment of up to three (3) months, or a combination thereof; or, in the alternative, may be subject to any lawful order including without limitation, community service or remedial action, including but not limited to picking up litter.

(f) A schedule of fines for violations of this article shall be published in the municipal court magistrate's fine schedule, which appears at section 1-32 of the City Code.

ARTICLE VI. SEPTAGE AND GREASE HAULER REGULATIONS

Sec. 25-40 – Title

This body of regulations shall be known as the septage and grease hauler regulations.

(Ord. No. 25-086, § 1, 11-26-02)

Sec. 25-41 – Findings and purpose.

(a) The United States District for the Southern District of Alabama, Southern Division, entered a consent decree in a civil action styled United States of America, the State of Alabama, and Mobile Bay Watch, Inc. versus the Board of Water and Sewer Commissioners of the City of Mobile, Alabama, Case No. CV-99-0595-CB-S and 2002-58-CB-S.
(b) The consent decree requires the board of water and sewer commissioners (hereafter the "board") to develop, among other things, a grease control program.
(c) In order to comply with the court's consent decree, the board has asked the city to cooperate by imposing reasonable regulations upon companies that are licensed by the city to operate a septage and grease hauling business.

(d) The city believes that the board's request is reasonable and desires to accommodate the board; and the city further finds that such a policy is desirable and promotes the public health, safety and welfare as it will prevent unlicensed operation of such companies and will reduce illegal discharges of septage and grease.

Sec. 25-42 – License required.

No person shall engage in the business as a septage or grease hauler within the city or its police jurisdiction without first obtaining a business license in accordance with chapter 34 of the Mobile City Code.

Sec. 25-43 – Operating requirements.

(a) It shall be a violation of this code for any grease hauler or septage hauler to dispose of any waste at any location other than a disposal site permitted to accept such waste by the Alabama Department of Environmental Management (ADEM), the Alabama State Board of Health, the state department of agriculture, or another governmental agency with authority to permit such activity.
(b) Every vehicle used by any septage or grease hauler must prominently display on the exterior of the vehicle in at least four-inch lettering the following information: company name, business license number and business telephone number.

(c) Every vehicle used by any septage or grease hauler must maintain a chain of custody or manifest for each pick up, disposal or other service provided for each customer. Such document must identify the source of waste hauled, the type of waste hauled, the date and time waste were accepted by the hauling company, the amount of waste accepted, the disposal location for waste, and any applicable permit numbers associated with the process. When waste is removed from a food service facility, a copy of the completed manifest must be returned to the originating facility.

(d) Any violation of this code section, may result in the issuance of a MOT or UNTCC to the operator and or vehicle’s owner of the septage or grease hauler vehicle.

AGENDA ITEM SUMMARY SHEET

Agenda of:11/14/2023

Submitted by:

Ricardo Woods

Sponsored by:

Mayor Stimpson

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

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

REVIEWERS:

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

14- 2021

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

Sponsored by: Mayor Stimpson

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

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

"Sec. 14-1 Definitions

Definitions.

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

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

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

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

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

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

Sec. 14-2 Contract Procedures

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

(b) *Bid Awards and Other Purchases.*

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

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

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

Sec. 14-3 Change Orders

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

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

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

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

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

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

Sec. 14-4 Leases and Licenses of Personal Property

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

Sec. 14-5 Contracts Requiring Budget Amendments.

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

Sec. 14-6 Contract Implementing Major Programs

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

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

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

(b) Emergency procurements:

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

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

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

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

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin or disability. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin or disability. Such action shall include but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Emergency contracts as approved by the council.

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

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

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

Adopted:

_____

City Clerk

52036304 v152036304 v1

AGENDA ITEM SUMMARY SHEET

Agenda of:11/14/2023

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Mayor Sandy Stimpson

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Ordinance to Amend Chapter 30, "Schedule of Licenses", of the Mobile City Code	Cover Memo	11/1/2023
REVISED ordinance	Cover Memo	11/7/2023

REVIEWERS:

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

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

Sponsored By: William S. Stimpson, Mayor

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

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

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

WHEREAS, this Ordinance is enacted to accomplish said goals.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than seven days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City Revenue Department, at the time application is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

(c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 10: Section 34-75(b)

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

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

Section 11: Section 34-105(b)

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

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

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

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

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

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

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

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

Section 13: Miscellaneous provisions:

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

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

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

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

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

ADOPTED:

_____

City Clerk

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

Sponsored By: William S. Stimpson, Mayor

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

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

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

WHEREAS, this Ordinance is enacted to accomplish said goals.

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

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

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

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

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

		Agents, Dealers, Administrative Office or other businesses – Any person, firm, or corporation, who shall maintain, keep in repair or otherwise man any **office, store, warehouse, place of business**, telephone wires, right-of- way, easement, land or other facility or facilities situated **in the city** in connection with any business, vocation, occupation or profession which is not subject to a license under any other schedule of this Code or under 425121, above, of the schedule shall pay based upon the average daily number of employees:	
425122	~~19.6A~~	Less than two persons	$120.00
425123	~~19.6B~~	Two but less than four	$180.00
425124	~~19.6C~~	Four but less than six	$240.00
125125	~~19.6D~~	Six but less than ten	$300.00
125126	~~19.6E~~	Ten but less than fifteen	$360.00
125127	~~19.6F~~	Fifteen persons	420.00
125128	~~19.6G~~	Plus $25.00 for each person in excess of fifteen	
~~522295~~	~~15~~	~~Agents, persons, firms, associations or corporations, doing a class of business known as a short loan business~~	~~0.002402~~
~~811316~~	~~20.0B~~	~~Air conditioning and heating sales and/or service (no installation) must be registered, if not certified, under Code of Ala. § 34-31-18~~	~~0.00271~~
~~238221~~	~~20.0C~~	~~Air conditioning and heating unit installation only requires state heating and A/C certificate, and bond verification from inspection services.~~	~~0.002251~~
~~221330~~	~~20~~	~~Air conditioning equipment and supplies~~	~~0.002052~~
~~333912~~	~~21.0M~~	~~Air products—Manufacturer~~	~~0.001928~~
~~444187~~	~~21.0R~~	~~Air products—Retail~~	~~0.002519~~

~~423830~~	~~21.0W~~	~~Air products—Wholesale~~	~~0.002045~~
561599	~~22~~	Airlines—Ticket Sales Office	$200.00
488190		**Air Transportation Support Activities –** Aircraft Maintenance & Repair Services	.002916
722095		**Alcoholic Beverages – Application Fee** See Sec 30-71	$50.00
424810	~~63.0~~	**Alcoholic Beverages – Beer Only Wholesale**: All persons or businesses engaged in the wholesale sales or distribution of beer to all licensees or others within this state lawfully authorized to sell beer. ~~Beer – Wholesale. State controlled. No license for the sale of beer shall be issued for a period of less than one year and no such licenses shall be transferable from one person to another.~~ The following conditions apply: (1) Must first obtain and continue to maintain the related State Board license. (2) All activities must comply with all City zoning regulations as well as any other applicable City, State, and Federal regulations or licensure requirements.	$250.00
445310	~~62.0~~	**Alcoholic Beverages – Beer Retail (Off Premises Only):** All persons or businesses engaged in the retail sales of beer for off premise consumption. ~~Beer – Retail (package goods only) state controlled. The limitation stated in Code 63.0 also applies.~~ The following conditions apply: (1) Must obtain and continue to maintain the related State Board license. (2) License application must first be approved by the City Council. (3) All activities must comply with all City zoning regulations as well as any other applicable City, State, and Federal regulations or licensure requirements. (4) Must also purchase any other applicable City license(s) as required.	$75.00

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

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

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

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

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

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

722410	~~153.1~~	**Alcoholic Beverages – Retail – Drinking Establishments or Events** ~~Drinking establishments~~ (covers merchandise sold other than alcoholic beverages which are otherwise licensed.)	~~0.00306~~ 0.00311
722418	-	**Alcoholic Beverages – Retail Passenger Common Carrier:** Authorizes all persons or business pertaining to railroad, bus, Airline, Ship line, Vessel or other common carrier operating passenger vehicles with seating of at least ten people to engage in liquor, beer and wine retail sales for consumption while aboard. The following conditions apply: (1) Must obtain and continue to maintain the related State Board license. (2) License application must first be approved by the City Council. (3) All activities must comply with all City zoning regulations as well as any other applicable City, State, and Federal regulations or licensure requirements. The following conditions apply to the monthly liquor license fee only: (4) For the purposes of this license, value is defined as the purchase price paid for all liquor purchased, from whatever source, less any taxes paid to the State of Alabama pursuant to Section 28-03-200, et seq., Code of Alabama 1975. (5) Licensee shall make a verified report to the Department of Revenue of the City showing the total purchases of liquor from all sources on or before the 20th of the month next succeeding the month in which the business was conducted and at the time of making said report the Licensee shall pay in full the monthly liquor license fee owed.	$800.00, plus a monthly liquor license fee of 8% of the value of liquor purchased for resale

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

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

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

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

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

		~~Also, $25.00 per truck, see Code 191.5.~~	
~~331312~~	~~23~~	~~Aluminum plants~~	~~0.001722~~
621910	~~24~~	Ambulance service. (Must comply with the requirements imposed pursuant to Chapter 6 of the Mobile City Code) ~~Must file proof of liability insurance, (see City Code chapter 6, sec. 6-10) and must obtain permit from the chief of police.~~	0.00337
~~713996~~	~~265~~	~~Amusement Miniature golf course and driving range~~	~~0.003658~~
~~713941~~	~~365~~	~~Amusement – Skating rink~~	~~0.003658~~
713990	~~26.0A~~	Amusement and Recreation Services not elsewhere classified	~~0.003658~~ 0.00366
713120	~~25~~	Amusement Devices—Nickel or more in slot (does not apply to pool tables~~, see Code 65.0A and 65.0B~~). Each machine shall also have affixed a city decal as follows:	~~0.003383~~ 0.00.366
713121	~~25.0A~~	For first 10 machines	$15.00 each
713123	~~25.0P~~	For first 10 machines (in police jurisdiction)	$7.50 each
713122	~~25.0B~~	All over 10 machines	$10.00 each
713124	~~25.0Q~~	All over 10 machines (in police jurisdiction)	$5.00 each
~~812333~~	~~230.2~~	~~Any person, firm or corporation other than laundry located in the city which pays the regular laundry license tax of said city, engaged in soliciting or receiving general laundry work where said laundry work is to be done outside the city.~~	~~$500.00~~
561613	~~29.5~~	Armored Car Services	~~0.002464~~ 0.00290
711510	~~30.0A~~	Artists and or Art Studios	~~0.002998~~ 0.00300
~~324122~~	~~31.0B~~	~~Asphalt material manufacturers (asphalt products, felts and coatings)~~	~~0.002388~~
~~324121~~	~~31.0A~~	~~Asphalt material manufacturers (paving mixtures and blocks)~~	~~0.000809~~

561990	~~33~~	Auction - Auctioneers, selling real or personal property. Each individual crying the auction must be licensed:	
561991	~~33.0A~~	Auction less than 5 days	$120.00
561992	~~33.0B~~	Auction 5 days or more	$250.00
811121	~~44.5~~	Automobile Body Repair Shops	~~0.002593~~ 0.00292
811192	~~40~~	Automobile Laundries (car wash, where done for a fee)	0.00313
~~485113~~	~~41~~	~~Automobile or other vehicle—For hire to carry passengers outside the city. (This Code does not apply to regularly licensed taxicabs subject to City Code, Chapter 58.)~~	~~0.001022~~
~~811120~~	~~42~~	~~Automobile paint shops~~	~~0.002532~~
811111	~~43~~	Automobile Repair Shops (except body repairs)	~~0.002621~~ 0.00292
423930	~~44~~	Automobile Salvage and/or wrecking	~~0.001736~~ 0.00215
~~326211~~	~~45~~	~~Automobile tire and tube repairers, retreaders or recappers~~	~~0.002449~~
811195		Automobile Detailing Services	0.00313
	~~46~~	~~Automobiles and/or trucks rented without drivers~~	
~~441111~~	~~39.1~~	~~Automotive dealers not elsewhere classified~~	~~0.00129~~
~~811198~~	~~43.1~~	~~Automotive repair services and garages not elsewhere classified~~	~~0.002642~~
~~314913~~	~~47~~	~~Awnings and sail makers. For manufacturing, selling, erecting, or installing.~~	~~0.002566~~
~~322223~~	~~48~~	~~Bagging or ties—Retail or wholesale~~	~~0.00164~~
~~451113~~	~~49.0R~~	~~Bait—Retail~~	~~0.002519~~
~~424994~~	~~49.0W~~	~~Bait—Wholesale~~	~~0.001873~~
~~311819~~	~~51~~	~~Bakery—Itinerant bakery. Any firm, association, or corporation engaged in or managing the business of selling as an itinerant wholesale dealer, any bread,~~	~~$500.00~~

		~~cakes, rolls, pies or other bakery products of whatsoever kind, nature or description from any cart, wagon, truck, automobile or other vehicle operated or propelled along or upon the public streets of the city, per annum. Board of health permit required before license can be issued.~~	
~~713994~~	~~52~~	~~Balls (where admission charged)~~	~~0.003658~~
711131	~~385.0A~~	Bands, Orchestras, Actors, other Entertainers Groups	~~0.003592~~ 0.00431
522108	~~52.5~~	Bank—Where the capital, surplus and undivided profits are: Less than $50,000.00	 $10.00
522119	~~52.5A~~	$50,000.00, not over $100,000.00	$20.00
522118	~~52.5B~~	$100,000.00, not over $150,000.00	$30.00
522117	~~52.5C~~	$150,000.00, not over $200,000.00	$40.00
522116	~~52.5D~~	$200,000.00, not over $250,000.00	$50.00
522115	~~52.5E~~	$250,000.00, not over $300,000.00	$60.00
522114	~~52.5F~~	$300,000.00, not over $350,000.00	$70.00
522113	~~52.5G~~	$350,000.00, not over $400,000.00	$80.00
522112	~~52.5H~~	$400,000.00, not over $400,000.00	$90.00
522111	~~52.5I~~	$450,000.00, not over $500,000.00	$100.00
522120	52.5J	$500,000.00, not over $600,000.00	$110.00
522110	52.5K	Over $600,000.00	$125.00
522109	~~52.5L~~	Bank - Any Branch Bank or ATM (not Main Branch) – Only when there is a Main Branch separately licensed in the city.	$10.00
~~446121~~	~~56~~	~~Barber and/or beauty supply house~~	~~0.002203~~
~~322211~~	~~57~~	~~Basket, box, carton and/or crate factory~~	~~0.001859~~

~~812198~~	~~59~~	~~Baths—Russian, Turkish or vapor, etc.~~	~~0.003911~~
~~454387~~	~~58.0R~~	~~Batteries—Retail~~	~~0.002126~~
~~423610~~	~~58.0W~~	~~Batteries—Wholesale~~	~~0.002017~~
~~451111~~	~~64.0R~~	~~Bicycles and tricycles—Retail. Bicycle and bicycle parts stores and bicycle shops~~	~~0.002134~~
~~423911~~	~~64.0W~~	~~Bicycles and tricycles—Wholesale~~	~~0.001873~~
713993	~~65~~	Billiard or pool tables – Each machine shall also have affixed a city decal as follows:	~~0.003658~~ 0.00366
713991	~~65.0A~~	Billiard or Pool Table – Whether coin operated or not, each table (decal required) City	$25.00
713992	~~65.0P~~	Billiard or Pool Table – Whether coin operated or not, each table (decal required) PJ	$12.50
~~453911~~	~~66.0R~~	~~Bird dealers—Retail~~	~~0.002519~~
~~424441~~	~~66.0W~~	~~Bird Dealers—Wholesale~~	~~0.002045~~
~~424494~~	~~67.0W~~	~~Biscuit or cracker or cake distributor—Wholesale. Each manufacturer, branch, or agent, maintaining a distribution depot, warehouse or place of business, selling to merchants from stock or making deliveries in the city.~~	~~0.003054~~
~~311811~~	~~67.0R~~	~~Biscuit or cracker or cake—Retail~~	~~0.002519~~
~~316999~~	~~68~~	~~Blacksmiths (repair shops and related services)~~	~~0.002916~~
541340	~~69~~	Blueprints or Photostats (blueprinting and photocopying services)	0.003163
721310	~~70~~	Boarding Houses. Must meet board of health requirements. In addition, all boarding houses shall pay an additional license where meals are served to persons not residing on the premises, on the same schedule as restaurants.	~~0.003259~~ 0.00388
~~336612~~	~~70.1~~	~~Boat building and repairing~~	~~0.00197~~
238223	~~71~~	Boiler Cleaning or Scaling (repair shops and related services)	~~0.002916~~ 0.00250

~~238290~~	~~72~~	~~Boiler works (repair shops and related service)~~	~~0.002916~~
812995	~~73~~	Bondsmen ~~(business services not elsewhere classified)~~	~~0.002456~~ 0.0040
~~424920~~	~~74.0W~~	~~Books—Wholesale (durable goods not elsewhere classified)~~	~~0.001873~~
~~811432~~	~~75~~	~~Bootblacks (shoe repair shops, shoe shine parlors)~~	~~0.003499~~
~~311511~~	~~77~~	~~Bottlers of milk or fresh fruit juices. This license is also intended to include packagers or bottlers who combine milk with flavoring syrup and sell it in bottles or sealed paper containers and packagers or bottlers who process fresh fruit juices bottled without carbonated water for sale in bottles or paper containers. Board of health permit required before license can be issued.~~	~~0.002333~~
713950	~~78~~	Bowling Alleys	0.00434~~3~~
~~812321~~	~~230.1~~	~~Branch laundries or offices where laundry is received or delivered regardless of whether a part of the work is done there or elsewhere in the city.~~	~~$120.00~~
~~444192~~	~~79.0R~~	~~Brick and concrete block—Retail (lumber and building materials)~~	~~0.001764~~
~~423320~~	~~79.0W~~	~~Brick and concrete block—Wholesale~~	~~0.001873~~
~~327121~~	~~79.0M~~	~~Brick makers including concrete block and brick—Manufacturing. Including those soliciting orders or having an office and who sell or deliver brick within the city or its police jurisdiction.~~	~~0.00201~~
523142	~~351.1~~	Broker – Security Brokers and Dealers	~~0.002285~~ 0.00229
522310	~~82~~	Broker, Money. Primary dealers in 1st and 2nd mortgages. Each person, firm, association or corporation conducting the business of factoring, or buying or selling first or second mortgages on real estate or notes secured by first or second mortgages thereon, or buying or selling bonds or stocks or conditional sales contracts or purchase money notes on automobiles, or rent notes, shall pay an annual license based on the face value of the notes, mortgages, bonds, stocks, conditional sales contracts, purchase money notes and rent notes handled during the preceding year.	~~0.00271~~ 0.00287
523120	~~82.5~~	Broker, Stock (see security etc. under "S" (Code 351.1))	~~0.002285~~ 0.00229

523140	~~80.0C~~	Brokers, Commodity contract brokers and dealers	~~0.001236~~ 0.00229
425129	~~81~~	Brokers, Merchandise. A merchandise broker is considered one who for a commission buys or sells goods and negotiates between buyer and seller, but without necessarily having the custody of the property.	~~0.001963~~ 0.00329
~~488511~~	~~80.0A~~	~~Brokers: Custom house (arrangement of passenger transportation and freight and cargo)~~	~~0.001229~~
~~524210~~	~~80.0B~~	~~Brokers: Insurance~~	~~0.002539~~
523130	~~83~~	Brokers—Not Otherwise Specified (Not Realty)	~~0.001963~~ 0.00229
~~236119~~	~~84.9~~	~~Builders or contractors—Itinerant (subject to chapter 11, City Code)~~	~~$500.00~~
	~~85.1~~	~~Building and loan association (savings and loan) (same as banks— Code 52.5)~~	
~~611410~~	~~350.0C~~	~~Business and secretarial school~~	~~0.005387~~
~~423420~~	~~89~~	~~Business machines~~	~~0.002244~~
~~454312~~	~~91~~	~~Butane gas dealers~~	~~0.00177~~
~~424722~~	~~92~~	~~Butane gas—Wholesale. In addition to this license there is a license tax of 2 cents per gallon where it is used or sold for use in powering motor vehicles on public streets or roads, to be reported and paid monthly.~~	~~0.000762~~
~~424431~~	~~93.0W~~	~~Butter, eggs, milk or cheese dealers. Wholesale (dairy products). Board of health permit required before license can be issued.~~	~~0.000988~~
~~445298~~	~~93.0R~~	~~Butter, eggs, milk or cheese dealers—Retail (dairy products). Board of health permit required before license can be issued.~~	~~0.002224~~
~~722212~~	~~95~~	~~Café or cafeteria (eating places) (same as restaurant)~~	~~0.003109~~
~~445292~~	~~97.0R~~	~~Candy and confectionery dealers—Retail~~	~~0.002558~~
~~424451~~	~~97.0W~~	~~Candy and confectionery dealers—Wholesale~~	~~0.001181~~
~~311340~~	~~98~~	~~Candy manufacturers~~	~~0.002176~~
~~424452~~	~~99~~	~~Candy—Wholesale from truck and no other license is paid.~~	~~$200.00~~

~~314912~~	~~99.1~~	~~Canvas products~~	~~0.002566~~
999140		Capital Employed – *Department Administrative Use Only* - value of: Land, buildings and improvements, machinery and equipment, furniture and fixtures, office machinery and equipment, inventory of merchandise purchased for resale but not manufactured or processed by the business within an annexed territory. Capital Employed does not include: The inventory of raw materials purchased for a manufacturing process, work in process, finished goods manufactured by the business in the annexed territory. *If you are a LESSEE of any item meeting the definition of Capital Employed – DO NOT – include the value of such leased property. If you are a LESSOR of any item meeting the definition of Capital Employed – DO NOT – include the value of such leased property.*	On First $100,000 of Capital $2.00 per $1,000, On Second $100,000 of Capital $1.00 per $1,000, On Third $100,000 of Capital $0.50 per $1,000, On all Capital in Excess of $300,000 $0.25 per $1,000
~~423421~~	~~102~~	~~Cash registers, same as business machines~~	~~0.002244~~
722320	~~102.5~~	Catering Service ~~and/or tea rooms~~ operated as a business, where no other license is paid. Board of health permit required before license can be issued.	~~0.003109~~ 0.00311
812220	~~105~~	Cemetery Companies or Agents	~~0.004226~~ 0.00430
~~325194~~	~~106~~	~~Charcoal, when put in paper bags whether burnt by parties selling same or not, offered to retail trade.~~	~~0.001873~~
	~~107~~	~~Chauffeurs and drivers. Same as taxicab drivers—See Code 378.~~	
522391	~~107.1~~	Check Exchange	~~0.002456~~ 0.00287
~~424690~~	~~108~~	~~Chemicals (chemicals and allied products not otherwise specified) Manufacturing and/or dealing in chemicals or maintaining a sales 24ffice.~~	~~0.001846~~
624410		Child Care/Day Care Services	.00302
~~448130~~	~~117.1C~~	~~Children's and infants' wear stores~~	~~0.002244~~
~~442299~~	~~110.0R~~	~~China, glassware or crockery—Retail~~	~~0.00227~~
~~423220~~	~~110.0W~~	~~China, glassware or crockery—Wholesale~~	~~0.001873~~

~~621391~~	~~111~~	~~Chiropodist, per individual chiropodist~~	~~0.002784~~
812991	~~116~~	Clairvoyants, Fortune Tellers, etc.: (a) There is hereby levied on each clairvoyant, fortune teller, astrologist, phrenologist, medium, crystal gazer, and on every person practicing palmistry, phrenology, clairvoyancy, or mesmerism, and on every person or device for telling fortunes, and on every spiritualist giving readings, or sittings or exhibitions, of such character, for hire, within the city limits, a license of $1,000.00, ~~except as otherwise provided in Item 116(b). (b) Provided, however, that any person who has purchased the license described in paragraph (a) above, in the city, and held it for a period of one full year may for the next full year and each succeeding, consecutive full year thereafter (subject to the review and approval of the chief of police), be issued such annual license as follows: The second full year at a rate reduced by two percent ($25.00) and for each succeeding consecutive full year thereafter at a declining annual rate achieved by an additional cumulative $25.00 deduction for nineteen consecutive, full years after which the license may be procured for each succeeding consecutive full year for the sum of $500.00.~~ Also see City Code Ch. 23	$1,000.00
~~561790~~	~~428.0B~~	~~Cleaning and maintenance services to dwellings and other buildings not elsewhere classified~~	~~0.002566~~
~~812323~~	~~117~~	~~Cleaning and pressing~~	~~0.0033~~
	~~117.1~~	~~Clothing stores:~~	
~~423520~~	~~118~~	~~Coal, coke and/or charcoal distributors (wood also)~~	~~0.001873~~
~~423521~~	~~119~~	~~Coal, coke or charcoal, sold from railroad yards or cars, dealers (wood also)~~	~~0.001873~~
~~445297~~	~~120.0R~~	~~Coffee and tea dealers—Retail~~	~~0.002141~~
~~424491~~	~~120.0W~~	~~Coffee and tea dealers—Wholesale~~	~~0.001558~~
561440	~~122~~	Collection Agency. Each person, firm, or corporation, other than attorneys at law but including adjusters of commercial accounts, engaged in collecting general accounts shall pay a license at the rate prescribed	~~0.002807~~ 0.00285

		herein measured by gross receipts from said business during the next preceding year.	
~~523141~~	~~122.3~~	~~Commodity contracts brokers and dealers (same as Code 351.1)~~	~~0.002285~~
~~517212~~	~~380.0C~~	~~Competitive local exchange company—CLEC~~	~~0.003465~~
812990	~~122.5~~	~~Computer~~ dating services	~~0.002786~~ 0.0040
~~443120~~	~~122.7R~~	~~Computer equipment—Retail~~	~~0.002087~~
~~423430~~	~~122.7W~~	~~Computer equipment—Wholesale~~	~~0.002244~~
541511	~~122.6~~	Computer Systems – Computer programming and other software services	0.002998
~~322214~~	~~125~~	~~Cone manufacturing (fiber cans, tubes, drums, and similar products)~~	~~0.001194~~
~~445293~~	~~123.0R~~	~~Confectioners—Retail~~	~~0.002558~~
~~424450~~	~~123.0W~~	~~Confectioners—Wholesale~~	~~0.001181~~
~~238999~~	~~125.3~~	~~Construction—Itinerant contractors (see chapter 30, City Code)~~	~~$500.00~~
238220	~~20.0A~~	Contractor – Air Conditioning and Heating (sales, service and installation) **requires state heating and A/C certificate** before license can be issued.	~~0.002436~~ 0.00250
238227	~~37~~	Contractor – Automatic Sprinklers for fire prevention	~~0.002154~~ 0.00250
238350	~~99.2~~	Contractor – Carpentering, Carpentry	~~0.002093~~ 0.00250
238140	~~103~~	Contractor – Cement, Brick or Rock Workers (where no other license is paid)	~~0.002161~~ 0.00250
~~238991~~	~~125.1~~	~~Construction other than building construction (not otherwise specified)~~	~~0.001784~~
238990	~~125.2~~	Contractor – Construction or Subcontractor ~~license for construction~~ (not otherwise specified)	~~0.001784~~ 0.00250
238914	~~125.1D~~	Contractor – ~~Sp. Trd. Con.~~ Demolition/Moving	~~0.002323~~ 0.00250
238211	~~125.1E~~	Contractor – ~~Sp. Trd. Con.~~ Electrical – State Board License Required	~~0.002323~~ 0.00250
238910	~~165.1~~	Contractor – Excavation and Foundation Work	~~0.0028~~ -0.00250

238992	~~169.1~~	Contractor – Fence Company Installers not elsewhere classified (other than ornamental iron)~~ – Retail~~	~~0.002491~~ 0.00250
238988	~~172~~	Contractor – Fireproofing by coating material	~~0.002628~~ 0.00250
238330	~~174.3~~	Contractor – Floor Covering Installation	~~0.002017~~ 0.00250
238331	~~175~~	Contractor – Floor Finishing or Sanding	~~0.002017~~ 0.00250
236120	~~85~~	Contractor – General Contractor –Licensing required from the Alabama Licensing Board for General Contractors. ~~Builders or contractors or subcontractors, not elsewhere classified, whether done by special contract or in connection with or incidental to building or repair work, and in addition, for all work done by contractor for which an inspection permit was not obtained from Inspection Services.~~ The initial Contractor – General Contractor license shall be based on estimated gross receipts for the current year. If needed, the initial amount paid will be adjusted for overage or under payment and said adjustment will either be charged or credited when the license is renewed. Before a license account can be closed by the business, the account must be settled in full. For purposes of payment schedule: "Gross receipts" shall be defined as total businesses gross receipts, minus those amounts paid to "qualified subcontractors", as defined below. *Qualified subcontractors:* Those individuals/entities holding a current City of Mobile business license listing contractor as the license category not to include the exclusions listed below. No permit is to be issued by the city building inspector until the license is issued. Exclusions: Those individuals/entities whose primary business is not that of a contractor and/or those who hold a contractor's license for the sole purpose of the construction/maintenance of their own property.	~~$120.00~~ 0.002500

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

238311	~~221~~	Contractor – Insulators—Insulating ice boxes, buildings, etc., against cold or heat, and where no other license for construction work has been obtained.	~~0.001975~~ 0.00250
237112	~~125.1K~~	Contractor – ~~Sp. Trd. Con.~~ Irrigation/Sprinkler	~~0.002323~~ 0.00250
238340	~~246.5~~	Contractor – Marble, Terrazzo, Tile and Mosaic Work ~~(same as Code 174.1R)~~	~~0.002052~~ 0.00250
238320	~~296~~	Contractor – Painters, Paper Hangers, Interior Decorators	~~0.002456~~ 0.00250
237310	~~301.5~~	Contractor – Paving Contractors – NOTE: This shall include all persons, firms or corporations contracting, or agreeing for the paving under a stipulation for compensation by way of percentage or commission from the customer, whether a maximum limit of costs is or is not guaranteed or agreed upon. The amount expended upon each said paving contract or job by the customer or owner shall fix the amount of the license under the schedule written above. The provisions of this section shall not apply for any paving work performed by paving contractors for any government agency of the United States, State of Alabama and the City and County of Mobile, Alabama. (1-4-66)	~~0.0036~~ 0.00250
238224	~~321~~	Contractor – Plumbers and/or Gas Fitters. Subject to state certification and verification of bond, required by inspection services~~, necessary~~. State Board license required.	~~0.002154~~ 0.00250
238912	~~352.1~~	Contractor – Septic Tanks. Building and/or Installing	~~0.002154~~ 0.00250
237311	~~361~~	Contractor – Sidewalks ~~contractor~~. No person or persons, firms, associations or corporations shall be permitted to lay any cement sidewalks or curbs in the city without first obtaining a permit from the city engineer. License must be shown to city engineer before permits are issued.	~~0.002161~~ 0.00250
~~238230~~	~~125.1P~~	~~Sp. Trd. Con. Plumbing or plumber-~~	~~0.002323~~
238161	~~125.1Q~~	Contractor – ~~Sp. Trd. Con.~~ Roofing or Roofer – The Home Builders Licensure Board regulates licenses and requires residential roofers undertaking projects valued at more than $2,500 to hold a residential roofer's license. Must show proof of State Board license.	~~0.002323~~ 0.00250

238989	~~125.1V~~	Contractor – Sp. Trd. Con. Swimming Pools – State Board License Required	~~0.002323~~ 0.00250
237110	~~125.1R~~	Contractor – Water and Sewer, line and related structures construction: ~~237110~~	~~0.002323~~ 0.00250
237111	~~423~~	Contractor – Well—Diggers	~~0.002965~~ 0.00250
238190	~~292.0A~~	Contractors – Ornamental Metal Works contractors, installing	~~0.001975~~ 0.00250
~~611310~~	~~350.0A~~	~~Correspondence schools~~	~~0.003581~~
~~446120~~	~~126.0R~~	~~Cosmetics—Retail~~	~~0.002519~~
~~424211~~	~~126.0W~~	~~Cosmetics—Wholesale~~	~~0.002045~~
~~424993~~	~~127~~	~~Cotton buyers or brokers~~	~~0.000809~~
~~333111~~	~~128~~	~~Cotton compresses~~	~~0.000948~~
115111	~~129~~	Cotton Mill	0.001819
~~493113~~	~~130~~	~~Cotton storage~~	~~0.000948~~
~~541870~~	~~131~~	~~Coupon books. See trading stamps (Code 391)~~	~~0.002456~~
561492	~~131.1~~	Court Reporter/Legal Reporter	~~0.002807~~ 0.00285
561451	~~14~~	Credit – Agency, (credit rating bureaus) (consumer credit reporting agencies, mercantile reporting agencies and adjustment and collection agencies, excepting, however, the “at cost” Mobile Merchants Credit Association) ~~(same as Code 132)~~.	~~0.002807~~ 0.00285
~~561450~~	~~132~~	~~Credit associations (same as Code 14)~~	~~0.002807~~
~~321114~~	~~133~~	~~Creosoting (wood preserving)~~	~~0.001859~~
~~333294~~	~~134~~	~~Dairy machinery~~	~~0.001262~~
~~445296~~	~~134.0R~~	~~Dairy products—Retail. Board of health permit required before license can be issued.~~	~~0.002224~~
~~424430~~	~~134.0W~~	~~Dairy products—Wholesale. Board of health permit required before license can be issued.~~	~~0.000988~~

713995	~~135~~	Dance halls, Event Venue, or Night Clubs	~~0.00306~~ 0.00366
~~611420~~	~~350.0B~~	~~Data processing schools~~	~~0.003809~~
518210	~~136.2~~	Data Processing Services	~~0.002834~~ 0.00283
~~444221~~	~~229.1~~	~~Dealers in shrubbery~~	~~0.001504~~
~~454389~~	~~137~~	~~Dealers—in goods or commodities having no place of business in city, whether carrying stock or not.~~	~~0.00234~~
~~445111~~	~~138.0R~~	~~Delicatessen—Retail. Board of health permit required before license can be issued.~~	~~0.00127~~
~~424411~~	~~138.0W~~	~~Delicatessen—Wholesale. Board of health permit required before license can be issued.~~	~~0.000934~~
492210	~~140~~	Delivery Companies—(local deliveries)	~~0.002676~~ 0.00268
484114	~~411.0A~~	Delivery License $75,000 gross maximum – The gross receipts derived from the sale and any requisite setup or installation of all merchandise so delivered shall not exceed seventy-five thousand dollars ($75,000.00) during the license year; The delivery license shall be calculated in arrears, based on the related gross receipts during the preceding license year. Previous years gross receipts must be reported each renewal year. If gross receipts during the preceding license year does not exceed $10,000 and the taxpayer has no other physical presence within the city or it's police jurisdiction, no license is required under this classification. This classification is not to be used for local delivery companies. If at any time during the current license year the taxpayer fails to meet the criteria specified, then within 45 days after any of the criteria have been violated or exceeded, the taxpayer shall purchase a business delivery license or other appropriate license from the city and may be subject to a penalty not to exceed ten dollars ($10).	$100.00

		The issuance fee for this license shall not to exceed $10.00.	
541430	~~122.1~~	Design Services – Commercial Art and Graphics, with or without photography	0.002998
561611	~~144~~	Detective/Private Investigator - The detective must first obtain permit from chief of police. State Board License Required. See also Ch. 48 of the city code. Sec. 38-47 of Mobile Ordinance states Liability insurance prerequisite to issuance. Before a permit under the provisions of this article shall be issued by the city, the applicant for such permit shall first obtain and deposit with the city revenue department a comprehensive general liability policy with limits of one hundred thousand dollars ($100,000.00), three hundred thousand dollars ($300,000.00) for bodily injury and ten thousand dollars ($10,000.00) for property damage. All insurance policies required to be deposited with the city revenue department under the provisions of this section shall contain an endorsement providing for thirty (30) days' written notice to the revenue department of the city prior to any material change therein or cancellation thereof. (Code 1965, § 49A-11)	~~0.002464~~ 0.00290
~~812332~~	~~145~~	~~Diaper service companies~~	~~0.002998~~
454390	~~146.1~~	Direct Selling Establishments, not otherwise specified	~~0.003074~~ 0.00307
~~323119~~	~~147~~	~~Directories. Each person, firm or corporation making, compiling, selling or offering for sale any directory.~~	~~0.002456~~
511140	~~148~~	Directories—telephone. Soliciting ads and advertising	~~0.002368~~ 0.00346
212399	~~148.1~~	Dirt Pit	~~0.002003~~ 0.00253
	~~149~~	~~Disinfectants and/or insecticides~~	
~~621114~~	~~150~~	~~Doctors (same as Code 311, physician per individual practitioner)~~	~~0.002784~~
~~311812~~	~~153.0R~~	~~Doughnuts—Retail~~	~~0.003054~~
~~424492~~	~~153.0W~~	~~Doughnuts—Wholesale~~	~~0.003054~~

~~442291~~	~~416.0R~~	~~Drapery, curtain, upholstery, retail~~	~~0.00269~~
336611	~~155~~	Dry Docks	~~0.001866~~ 0.00235
	~~156~~	~~Dry goods—Notions and other~~	
~~314999~~	~~156.0R~~	~~Dry goods—Retail~~	~~0.002491~~
~~424310~~	~~156.0W~~	~~Dry goods—Wholesale~~	~~0.001908~~
~~485322~~	~~377.0E~~	~~Each limousine~~	~~$25.00~~
~~722214~~	~~156.1~~	~~Eating places or establishments, not otherwise classified. Board of health permit required before license can be issued.~~	~~0.003109~~
611710	156.2	Educational Services or Training not otherwise specified	~~0.003554~~ 0.00385
~~238219~~	~~159~~	~~Electric contractor, itinerant. Verification of bond, required by inspection services, necessary.~~	~~$500.00~~
~~238210~~	~~158~~	~~Electric contractors~~	~~0.002251~~
		~~NOTE: The words "electric contractors" means the doing of any work of electrical construction, installing any wiring or apparatus for electric light, heat or power, altering or changing or repairing any electric wiring or apparatus where the contractor deals with the owner, tenant or agent of the property where such work is done.~~	
		~~Does not apply to contractor's employees. Verification of bond, required by inspection services, necessary.~~	
221122	~~157~~	Electric Light Companies, etc. State controlled. – For selling or distributing electrical current, an amount equal to three percent of the gross receipts for the business transacted in the **city** for the preceding year from the sale of electrical current sold or distributed from any point or points in the city ~~and the police jurisdiction on basis of one and one-half percent of said gross receipts~~. Additional licenses may be required for other activities, such as retail sales and service.	0.03
221123		Electric Light Companies, etc. State controlled. – For selling or distributing electrical current, an amount equal to one and one-half percent of the gross receipts for the business transacted in the city's	.015

		police jurisdiction for the preceding year from the sale of electrical current sold or distributed from any point or points in the police jurisdiction on basis of one and one-half percent of said gross receipts. Additional licenses may be required for other activities, such as retail sales and service.	
221500		Electric Vehicle Power Distribution station – whether stand alone or a part of a store/station.	0.00209
~~423621~~	~~334.0W~~	~~Electrical appliances, television and radio—Wholesale~~	~~0.001454~~
~~238291~~	~~161.0A~~	~~Elevator installation~~	~~0.001975~~
238292	~~161~~	Elevators—Branches or agencies for elevator companies selling or repairing hydraulic, steam, electric, or any mode, or repairing same, including to the control box. Sales, installation, and repair	~~0.001798~~ 0.00250
561310	~~162~~	Employment Agency or Bureau	~~0.001826~~ 0.00285
339911	~~164~~	Engravers	~~0.002744~~ 0.00235
492211	~~165~~	Express Companies. State controlled. Commercially engaged in the city and sending packages from the city to any point. See Code of Ala. § 11-51-126.	$500.00
561710	~~166~~	Exterminators – Must hold state department of agriculture exterminators' certificate before applying for license.	~~0.004392~~ 0.00290
~~561719~~	~~167~~	~~Exterminators, itinerant~~	~~$500.00~~
~~423820~~	~~168~~	~~Farm equipment and implements~~	~~0.001262~~
~~444220~~	~~169.0R~~	~~Feed, grain, flour, seed, bag, etc.—Retail~~	~~0.002168~~
~~424913~~	~~169.0W~~	~~Feed, grain, flour, seed, bag, etc.—Wholesale~~	~~0.00059~~
~~444223~~	~~170.0R~~	~~Fertilizers—Retail~~	~~0.002168~~
~~424911~~	~~170.0W~~	~~Fertilizers—Wholesale~~	~~0.001248~~
~~453312~~	~~171~~	~~Fire or wreck sale of merchandise (except merchandise salvaged from fire in the city), no license to be issued for less than the full price for one year~~	~~$500.00~~
~~445220~~	~~174.0R~~	~~Fish and/or oyster dealers—Retail~~	~~0.001517~~

~~424460~~	~~174.0W~~	~~Fish and/or oyster dealers—Wholesale~~	~~0.00107~~
~~442210~~	~~174.1~~	~~Floor covering sales—Retail~~	~~0.002052~~
~~423221~~	~~174.2~~	~~Floor covering sales—Wholesale~~	~~0.001722~~
~~238339~~	~~176~~	~~Floor finishing, itinerant (see City Code, § 30-14)~~	~~$500.00~~
453110	~~177.0R~~	Florists—Retail	~~0.002834~~ 0.00209
424930	~~177.0W~~	Florists—Wholesale	~~0.002045~~ 0.00215
722331	~~177.4~~	Food items sold from vehicle (not applicable to farm products sold by grower)	~~0.001517~~ 0.00311
~~445299~~	~~177.5~~	~~Food stores not elsewhere classified~~	~~0.001476~~
~~424340~~	~~355.0W~~	~~Footwear—Wholesale~~	~~0.001687~~
~~332710~~	~~179~~	~~Foundry or machine shops~~	~~0.002656~~
~~488490~~	~~180~~	~~Freight inspection bureau~~	~~$250.00~~
	~~181~~	~~Freight trucks, see Code 402~~	
488512	180.1	Freight/Cargo Forwarding	$125.00
~~454388~~	~~182.0R~~	~~Frozen foods—Retail. Board of health permit required before license can be issued~~	~~0.00199~~
~~424420~~	~~182.0W~~	~~Frozen Foods—Wholesale. Board of health permit required before license can be issued~~	~~0.001022~~
~~424480~~	~~185~~	~~Fruit and produce dealers—Wholesale~~	~~0.001124~~
~~445231~~	~~184~~	~~Fruit—Retail~~	~~0.001675~~
~~561711~~	~~187~~	~~Fumigators. Must hold state department of agriculture exterminators certificate before city license may be applied for.~~	~~0.004392~~
~~337121~~	~~188.2~~	~~Furniture manufacturers~~	~~0.002148~~
~~811420~~	~~410.0A~~	~~Furniture repairing, cleaning redecorating and remodeling shops~~	~~0.003218~~

~~442111~~	~~188.1~~	~~Furniture, home furnishings and equipment stores not elsewhere classified~~	~~0.00227~~
~~448190~~	~~189~~	~~Furriers and fur shops~~	~~0.002888~~
~~424590~~	~~190~~	~~Furs, skins, pelts (furs raw)~~	~~0.001873~~
~~811493~~	~~191~~	~~Furs, skins, pelts—Repairing or storing furs, skins and pelts and garments made of them~~	~~0.003911~~
562111	~~191.5~~	Garbage Disposal Service (refuse system). Provided that proof of liability insurance is filed with the revenue director, said liability insurance to be in the amounts required by the safety responsibility laws of the state, and said liability insurance to contain a provision that the same shall not be canceled until the city revenue officer is given at least 30 days' notice of said cancellation, said liability insurance to remain and continue in full force and effect during the term of any license issued hereunder, and provided further that an inspection certificate for each truck or motor vehicle is obtained from the chief of police pursuant to the provisions of chapter 24 (as amended) of the Mobile City Code. Will also need 562113 for number of trucks	~~0.002635~~ 0.00264
562114	404	~~Trucks~~ Garbage Hauling—~~Trucks~~ Any person or business offering for hire hauling garbage, garbage valet services – will also need 562113 for number of trucks.	~~0.002196~~ 0.00220
562113	~~191.5T~~	Garbage Trucks – Number of trucks - In addition to the gross receipts license ~~thereto,~~ for each truck or motor vehicle used in the hauling of garbage for hire there shall be affixed a city decal	$25.00
~~454313~~	~~196.0R~~	~~Gas and air products—Retail~~	~~0.002519~~
~~424691~~	~~196.0W~~	~~Gas and air products—Wholesale~~	~~0.002045~~
221210	~~193~~	Gas Companies – Each person, firm or corporation engaged in the business of selling or distributing natural gas in the **City** for any purpose whatsoever in an amount equal to three percent (3%) of the gross receipts of the business transacted for the preceding year from the sale or distribution of such gas, except that said rate shall be two percent (2%) of said gross receipts from the sale or distribution of such gas and all sales or deliveries thereof from without the City	0.03

		directly to industrial consumers in the City. ~~The provisions of the above paragraph are to be applied to operation in the police jurisdiction on the basis of one and one-half percent (1 ½%) and one percent (1%) respectively, on said gross receipts.~~ Provided that the regression table that follows the calculation method set out in Section 34-42© of this Chapter, shall not apply to any licenses issued to gas companies under this provision. Additional licenses may be required by other activities such as retails sales, etc.	
221211		Gas Companies – Each person, firm or corporation engaged in the business of selling or distributing natural gas in the **Police Jurisdiction** of the City for any purpose whatsoever in an amount equal to one and one-half percent (1 ½%) of the gross receipts of the business transacted for the preceding year from the sale or distribution of such gas, except that said rate shall be two percent (1%) of said gross receipts from the sale or distribution of such gas and all sales or deliveries thereof from without the City directly to industrial consumers in the Police Jurisdiction. Provided that the regression table that follows the calculation method set out in Section 34-42© of this Chapter, shall not apply to any licenses issued to gas companies under this provision. Additional licenses may be required by other activities such as retails sales, etc.	.015
~~238222~~	~~198~~	~~Gas fitters, when another license paid for any other business engaged in or by gas companies. Verification of bond, required by inspection services, necessary.~~	~~$120.00~~
~~238228~~	~~197~~	~~Gas fitters. Same as plumbers, see Code 321. Verification of bond, required by inspection services, necessary.~~	~~0.002154~~
~~443113~~	~~199.0R~~	~~Gas stoves or fixtures—Retail~~	~~0.00201~~
~~423721~~	~~199.0W~~	~~Gas stoves or fixtures—Wholesale~~	~~0.001873~~
424710	~~194.5~~	Gasoline Fuel Distributors or Dealers - (a) Gasoline fuel distributors or dealers selling, supplying or delivering gasoline or other motor fuels or lubricating oils or greases to any manufacturer or remanufacturer of engines, **employing at least 750 workers, where such fuels, oils or greases are used or consumed, or withdrawn from storage and used solely and exclusively for the fixed or static testing**	

		of such engines (which sales are specifically exempted from provisions of the two cents per gallon gasoline and motor fuel sales license tax by exemption ordinance 34- 139 adopted September 16, 1969, and as amended by ordinance numbered 34-147 adopted September 13, 1969 and ordinance numbered 34-181 adopted November 18, 1969), or $120.00, (and this license shall be in addition to all other licenses required of such firms); provided, (b) That any such manufacturer or remanufacturer of engines described in paragraph (a) above, which uses and/or withdraws from storage the fuels, oils or greases named above for the use or consumption specified in paragraph (a) above, **may pay the privilege license tax equal to 0.003000 of the gross purchase price of such fuels, oils and greases so used and/or withdrawn from storage and used or consumed in the manner described in paragraph (a), or the $120.00, and this license shall be in addition to all other licenses required of such firms**; Provided that, where the license specified in paragraph (a) or paragraph (b) on the sale, use or consumption, distribution, storage or withdrawal from storage of such fuels, oils or greases shall have been paid to the city revenue officer by a distributor, or dealer, or manufacturer or remanufacturer as storer or user thereof, such payment shall be sufficient, the intent being that the license shall be paid but once. <u>Must also have code 424723.</u>	
424723	~~287~~	Oils Truck. – Each person, firm or corporation selling as agent, lubricating, per truck illuminating, fuel, gasoline, butane, propane, or other oil products, shall pay for the privilege of engaging in such business within the corporate limits a privilege tax at the rate of $50.00 per annum for each truck used in said business whether said truck be owned by such agent or not. In addition to this license, there is a monthly license tax of two cents per gallon of gasoline or gasoline substitutes sold.	$50.00
~~424313~~	~~201.0W~~	~~Gift shop—Wholesale~~	~~0.002045~~
999001	~~201.7~~	Going-out-of-Business/special sales (non-renewable). Must comply with City Code Section 56.	$120.00

~~423949~~	~~202~~	~~Gold and other itinerant buyers—City ordinances must be complied with~~	~~$500.00~~
713910	~~203~~	Golf Links/Courses	0.00433
~~452991~~	~~203.5~~	~~Goods stores not elsewhere classified~~	~~0.001476~~
562119	~~191.5G~~	Grease Disposal Service (septage and grease hauler) provided that proof of liability insurance is filed with the revenue director, said liability insurance to be in the amounts required by the safety responsibility laws of the state, and said liability insurance to contain a provision that the same shall not be cancelled until the city revenue officer is given at least thirty (30) days' notice of said cancellation, said liability insurance to remain and continue in full force and effect during the term of any license issued hereunder, and provided further that an inspection certificate for each truck or motor vehicle is obtained from the chief of police pursuant to the provisions of chapter 25 (as amended) of the Mobile City Code.	~~0.002635~~ 0.00264
561612	~~205.1~~	Guard Service - any security officer, armed security officer, or contract security company providing private security services in this city must present a copy of their Alabama Security Regulatory Board license or certification. See also Ch. 48 of the city code.	~~0.002464~~ 0.00290
~~327420~~	~~206~~	~~Gypsum plant~~	~~0.002896~~
~~444130~~	~~207.0R~~	~~Hardware—Retail~~	~~0.002126~~
~~423710~~	~~207.0W~~	~~Hardware—Wholesale~~	~~0.00197~~
~~444196~~	~~415.0A~~	~~Hardwood veneer and plywood~~	~~0.001146~~
~~812322~~	~~208~~	~~Hat cleaning and renovating~~	~~0.003774~~
622310	~~339.8~~	Health – Rehabilitation and/or Recovery Centers	0.004466
623110	~~339.9~~	Health – Rest, Convalescent and/or Nursing Homes	~~0.00293~~ 0.00447
621399	~~209.1~~	Health and Allied Services, not elsewhere classified	0.00337

713940	~~209~~	Health Club, reducing salons, fitness center, gymnasium	~~0.003829~~ 0.00383
621498	~~209.2~~	Health – Out-Patient Care Center	~~0.00227~~ 0.00290
~~446199~~	~~210.0R~~	~~Hearing aid devices—Retail~~	~~0.002519~~
~~423451~~	~~210.0W~~	~~Hearing aid devices—Wholesale. All persons or firms engaged in accepting orders or selling hearing aid devices of any type.~~	~~0.001873~~
~~423223~~	~~416.0W~~	~~Home furnishings, wholesale~~	~~0.001722~~
~~561721~~	~~212~~	~~House cleaning~~	~~0.002566~~
~~238994~~	~~213~~	~~House mover—Verification of bond, required by inspection services, necessary.~~	~~0.002491~~
~~238915~~	~~214~~	~~House wrecker—Verification of bond, required by inspection services, necessary. Note: The term "house wrecker" as used in this section is defined as one who demolishes houses and sells old lumber and brick, etc.~~	~~0.002052~~
~~311520~~	~~215~~	~~Ice cream manufacturers~~	~~0.002237~~
722330	~~216~~	Ice cream peddlers	~~0.002024~~ 0.00311
~~424991~~	~~218.0W~~	~~Ice dealer—Wholesale~~	~~0.002045~~
~~312113~~	~~219~~	~~Ice factories~~	~~0.003698~~
524126	~~222~~	Insurance - (a) Fire and Marine insurance companies. **City** $4.00 on each $100.00 and major fraction thereof of the gross premiums on policies issued for the preceding calendar year on property located in the city and police jurisdiction thereof, less premiums returned by cancellation provided that each person, firm, or corporation which has not done business in the city shall pay a license of $100.00 and there shall be an adjustment at the expiration of the year of such license according to the schedule hereinabove specified. ~~(b) Other insurance companies. Each person, firm or corporation doing any other kind of business than those specified in subdivisions (a), (c) and © shall pay $50.00 and $1.00 on each $100.00 and major fraction thereof of gross premiums received, less the premiums returned by cancellation, received during the preceding year on policies issued~~	0.04

		~~during the preceding year to citizens of the city and police jurisdiction thereof. Provided, that each person, firm or corporation which has not done business during the preceding year in the city shall pay a flat minimum license of $50.00 for the year or less time. (c) Persons, firms or corporations writing own insurance shall pay same license as other agents or agencies. Provided, that this shall not apply to Knights of Pythias, Odd Fellows and such incorporated fraternal orders.~~ It is hereby provided that on the first day of January of each year or within 60 days thereafter, each insurance company or person engaged in such business shall furnish the city revenue officer a statement in writing duly authorized and certified by someone authorized to make the same, showing the full and true gross amount of such premiums, less return premiums, received during the year, and shall accompany such statement with the amount of the license due. Failure to furnish such statement shall constitute just cause to decline issuance of a license to such person. A policy which is amended to add additional property or persons within it coverage at the time is is renewed becomes in the next year a policy "issued during the preceding year". The premiums received from such a policy would be subject to the license tax. If there are return premiums only, then enter 0.	
524129		Insurance - (a) Fire and Marine insurance companies. **Police Jurisdiction** - $2.00 on each $100.00 and major fraction thereof of the gross premiums on policies issued for the preceding calendar year on property located in the police jurisdiction thereof, less premiums returned by cancellation. It is hereby provided that on the first day of January of each year or within 60 days thereafter, each insurance company or person engaged in such business shall furnish the city revenue officer a statement in writing duly authorized and certified by someone authorized to make the same, showing the full and true gross amount of such premiums, less return premiums, received during the year, and shall accompany such statement with the amount of the license due. Failure to furnish such statement shall constitute just cause to decline issuance of a license to such person. A policy which is amended to add additional property or persons within its coverage at the time is renewed becomes in the next year a policy "issued during the	.02

		preceding year". The premiums received from such a policy would be subject to the license tax. If there are return premiums only, then enter 0.	
~~524291~~	~~2.5~~	~~Accident investigators (adjusters – see Code 223, Insurance adjusters)~~	~~0.002464~~
524293	~~223~~	Insurance Adjusters	~~0.002539~~ 0.00286
524113		Insurance – Life/Accident/Other – **City** $50.00 and $1.00 on each $100.00 and major fraction thereof of gross premiums on policies issued for the preceding calendar year on property located in the police jurisdiction thereof, less premiums returned by cancellation. A policy which is amended to add additional property or persons within its coverage at the time is renewed becomes in the next year a policy "issued during the preceding year". The premiums received from such a policy would be subject to the license tax. If there are return premiums only, then enter 0. It is hereby provided that on the first day of January of each year or within 60 days thereafter, each insurance company or person engaged in such business shall furnish the city revenue officer a statement in writing duly authorized and certified by someone authorized to make the same, showing the full and true gross amount of such premiums, less return premiums, received during the year, and shall accompany such statement with the amount of the license due. Failure to furnish such statement shall constitute just cause to decline issuance of a license to such person.	$50.00 flat fee plus .01 of gross receipts
524115		Insurance – Life/Accident/Other – PJ – **Police Jurisdiction** - $.50 on each $100.00 and major fraction thereof of the gross premiums on policies issued for the preceding calendar year on property located in the police jurisdiction thereof, less premiums returned by cancellation. A policy which is amended to add additional property or persons within its coverage at the time is renewed becomes in the next year a policy "issued during the preceding year". The premiums received from such a policy would be subject to the license tax. If there are return premiums only, then enter 0. It is hereby provided that on the first day of January of each year or within 60 days thereafter, each insurance company or person engaged in such business shall furnish the city revenue officer a statement in writing	.005 of gross receipts

		duly authorized and certified by someone authorized to make the same, showing the full and true gross amount of such premiums, less return premiums, received during the year, and shall accompany such statement with the amount of the license due. Failure to furnish such statement shall constitute just cause to decline issuance of a license to such person.	
~~424469~~	~~351.01~~	~~Itinerant wholesale dealers, as defined in City Code, chapter 30.~~	~~$500.00~~
561740	~~100~~	Janitorial – Carpet or rug cleaners	~~0.003397~~ 0.00285
561720	~~223.5~~	Janitorial Service	~~0.002566~~ 0.00285
~~453995~~	~~223.6~~	~~Janitorial supplies~~	~~0.002203~~
~~423940~~	~~224.0W~~	~~Jewelry—Wholesale~~	~~0.001812~~
		~~JUKE BOXES~~	
561733	~~125.1L~~	Landscape ~~–~~ ~~Sp. Trd. Con.~~ Landscape/lawn care – State Board License Required	~~0.002323~~ 0.00290
~~541320~~	~~229~~	~~Landscape gardener~~	~~0.00267~~
812320	~~230~~	Laundries and Dry Cleaning	~~0.003739~~ 0.0040
812310	~~231~~	Laundries—Automatic	~~0.004481~~ 0.0040
561730	~~229.2~~	Lawn and Garden Service	~~0.002909~~ 0.00291
~~448320~~	~~233.0R~~	~~Leather goods—Retail~~	~~0.002698~~
~~424992~~	~~233.0W~~	~~Leather goods—Wholesale~~	~~0.001873~~
812331	~~234~~	Linen Supply Companies	~~0.002429~~ 0.0040
~~445312~~	~~235~~	~~Liquor—Retail – No license for the sale of liquor shall be transferable from one person to another. In addition to this license, there is a license tax of five percent on all purchases of liquor, from ABC stores, charged.~~	~~$650.00~~
~~445313~~	~~235.1~~	~~Liquor—Retail, private clubs. – Any yachting club 43ffiliated with the Southern Yachting Association, any veterans club 43ffiliated with a national veterans organization, any fraternal and benevolent club~~	~~0.144~~

		~~44ffiliated with a national organization, may obtain this license for the sale of liquor at retail, and shall not be required to purchase any other license for the sale of liquor—Ten percent of the amount of all purchases of liquor and/or wines from state ABC stores during the preceding calendar year, or $50.00, whichever sum is greater. (Adopted 9-15-62)~~	
~~323110~~	~~235.3~~	~~Lithographers~~	~~0.002526~~
522291	~~266~~	Loan – Money Lenders	~~0.002868~~ 0.00287
522296	~~359~~	Loan – Short Loan / Pay Day Loan (licensed small loan lenders)	~~0.002402~~ 0.00287
561622	~~236~~	Locksmiths – State Board License Required	~~0.002916~~ 0.00290
721110	~~211~~	Lodging – Hotels (Note: This is in addition to the license commonly called the "Room/Lodging Tax"). This license does not include the license for restaurants and other secondary businesses operating in connection with the renting of rooms. Board of health permit required before license can be issued.	0.003883
721313	~~211.0A~~	Lodging – ~~Hotels,~~ Rooming Houses, Bed and Breakfast, Camps. Board of health permit required before license can be issued.	0.003883
~~423994~~	~~238~~	~~Log, timber or lumber merchant. Each dealer engaged in buying, receiving or otherwise handling or storing logs, timber, cross ties or paper mill wood or logs either for himself or as an agent.~~	~~0.002224~~
~~423319~~	~~239.0V~~	~~Lumber dealer – And in addition to the above licenses such itinerant or transient or out-of-city dealer shall pay for each horsedrawn or mechanically propelled vehicle operated in connection with such itinerant or transient or out-of-city business and making deliveries of lumber or lumber products to any person, firm or corporation other than lumber manufacturers, wholesale or retail lumber dealers or retail dealers in building materials as defined in this section, in the city or its police jurisdiction, which does not bear on the side of each such vehicle in clearly visible letters the name and address of the owner thereof, shall pay for each such vehicle an additional license of $50.00.~~	

~~444199~~	~~239.0C~~	~~Lumber dealer —Itinerant or transient $120.00. Itinerant or transient or dealers located outside the city or its police jurisdiction. Each itinerant or transient person or firm or corporation or each person, firm or corporation located outside the city or its police jurisdiction, dealing in selling or delivering lumber, or lumber products, either wholesale or retail, within the city limits of the city, or its police jurisdiction to any person, firm or corporation, except to a lumber manufacturer, a wholesale or retail lumber dealer or a retail dealer in building materials, as defined in this section who has paid a license as required by the city; and not maintaining a lumber yard, storage, sales or processing facilities within the city or its police jurisdiction and any agent, salesman or deliveryman for such transient or itinerant or out-of-city dealer doing any of these acts in the city.~~	~~$300.00~~
~~444198~~	~~239.0P~~	~~In the police jurisdiction~~	~~$150.00~~
		~~Lumber—Manufacture~~	
		~~Lumber—Retail~~	
~~722215~~	~~240~~	~~Lunchrooms or stands~~	~~0.003109~~
332711	~~241~~	Machine Shop and/or Wire Work	~~0.002656~~ 0.00235
~~532490~~	~~243.0A~~	~~Machinery and tools—For hire~~	~~0.003581~~
~~238995~~	~~243.0B~~	~~Machinery and tools—For hire (with operator)~~	~~0.002676~~
454113	~~243.1~~	Mail Order Sales	~~0.002382~~ 0.00238
~~331511~~	~~243.2~~	~~Malleable iron foundries~~	~~0.001722~~
561110	~~243.3~~	Management, Consulting and/or Public Relations Service – (Not Realty)	~~0.002896~~ 0.00285
~~325320~~	~~149.0M~~	~~Manufacture (M)~~	~~0.001866~~
339113	~~30~~	Manufacturing – Artificial Limbs. Each person, firm, or corporation manufacturing, making and/or selling artificial limbs, trusses, braces, or similar appliances.	~~0.00306~~ 0.00235

337110	~~94~~	Manufacturing – Cabinet Makers—Including, but not limited to, those orders delivered in the city.	~~0.002395~~ 0.00235
339999	~~245~~	Manufacturing – Not Otherwise Specified. The term "manufacturer" as used herein is to include each person, firm, corporation, or association engaged in manufacturing, processing, extracting or refining.	~~0.002512~~ 0.00235
~~321918~~	~~246~~	~~Manufacturers, mill work~~	~~0.00201~~
336411	~~21.0AM~~	Manufacturing – Aircraft ~~manufacturing~~	~~0.002642~~ 0.00235
335911	~~58.1~~	Manufacturing – Batteries, Storage~~—Industrial~~	~~0.001826~~ 0.00235
312111	~~76~~	Manufacturing – Bottled Soft Drinks (bottled and canned soft drinks and carbonated waters). Manufacturers of, or bottlers of, or agents or distributors of, whether bottled in the city or not. The above license is not to include any business for which a license is specifically required by any other subsection of this schedule, and shall apply to consigned and warehouse stocks, whenever sold or distributed from local warehouses, as well as purchased stock. Board of health permit required before license can be issued.	~~0.002333~~ 0.00235
327310	~~104~~	Manufacturing – Cement Manufacturing Plant	~~0.00131~~ 0.00235
327320	~~124~~	Manufacturing – Concrete and/or Road Material Plants (whether mixed in trucks or not)	~~0.002484~~ 0.00235
339116	~~141~~	Manufacturing – Dental Laboratories	~~0.003527~~ 0.00235
315292	~~192~~	Manufacturing – Garment Manufacturers (apparel and other finished products)	~~0.001859~~ 0.00235
333999	~~196.0M~~	Manufacturing – Gas and Air Products~~—Manufacturer~~	~~0.001928~~ 0.00235
336613	~~247~~	Manufacturing – Marine and Industrial Metal Working Plant, including repair and building of vessels, repair, building and manufacturing of machinery, machine parts and all welding and blacksmith shops, (but not including tin shops that are not required to take out contractor's license).	~~0.001866~~ 0.00235
321993	~~393.0C~~	Manufacturing – Mobile home, manufacture	~~0.000974~~ 0.00235
322121	~~300~~	Manufacturing – Paper Mill	~~0.001414~~ 0.00235

326199	~~318.0M~~	Manufacturing – Plastic Products, miscellaneous manufacture	~~0.002065~~ 0.00235
321991	~~327.0M~~	Manufacturing – Prefabricated House	~~0.001592~~ 0.00235
324123	~~344~~	Manufacturing – Roofing Materials, manufacturing plant	~~0.002388~~ 0.00235
321999	~~430~~	Manufacturing – Woodworking manufacturers	~~0.00241~~ 0.00235
321112	~~239.0M~~	Manufacturing~~,~~ - Lumber (Sawmills and Plaining Mills, general) – As used herein, the term "lumber manufacturing" is defined as the operation of a sawmill, concentration yard, or plaining mill, either actually manufacturing lumber from logs and/or processing it for shipment in wholesale lots. The concentration of unfinished lumber for shipment in wholesale lots by carload or truckload is recognized as manufacturing and not a wholesale dealer of lumber.	~~0.002114~~ 0.00235
488320	~~247.1~~	Marine Cargo Handling, including stevedoring handling	~~0.001558~~ 0.00283
621397	~~248.1~~	Massage Therapist – State Board License Required. Must meet criteria set forth in City Code § 8-41.	0.00337
812199	~~248~~	Masseurs (Massage Parlors). Subject to existing police code requirements. Massaging by machines and/or by hand. Provided, the word "machine" as used in this section shall include all types or kinds of massage machines, reducing machines or other apparatus used for massage or reducing except that this schedule shall not apply to such machines operated by licensed physicians. See also City Code Ch 8, Article III	~~0.003911~~ 0.0040
~~337910~~	~~249~~	~~Mattress manufacturer~~	~~0.00208~~
~~811422~~	~~250~~	~~Mattress renovators or repairers~~	~~0.002107~~
~~424471~~	~~294.0A~~	~~Meat packing plants (for meat sales see Code 252.2)~~	~~0.000934~~
~~424470~~	~~252.2~~	~~Meats and meat products—Wholesale. Board of health permit required before license can be issued.~~	~~0.000778~~
~~812992~~	~~255~~	~~Mediums (same as clairvoyants, subsection (a) Code 116)~~	~~$1,000.00~~
~~448110~~	~~117.1A~~	~~Men's and boys' clothing and furnishings stores~~	~~0.002526~~

~~561452~~	~~256~~	~~Mercantile reporting agencies~~	~~0.002807~~
~~452992~~	~~258~~	~~Merchants retail trade (see Code 341.5)~~	~~0.00159~~
~~423995~~	~~259~~	~~Merchants wholesale trade (see Codes 426.0A and 426.0B).~~	~~0.001736~~
~~454399~~	~~257~~	~~Merchants, itinerants and comply with § 23-27, City Code; in addition, $150.00 tax deposit is required.~~	~~$500.00~~
561421	~~260~~	Messenger Service. Carrying, receiving, or delivering messages within the city, not to apply to receiving and delivering telegraph service.	~~0.002456~~ 0.00285
~~454393~~	~~261.0R~~	~~Milk dealers (truck delivery)—Retail~~	~~0.002519~~
~~424432~~	~~261.0W~~	~~Milk dealers (truck delivery)—Wholesale~~	~~0.000988~~
~~448151~~	~~262.0R~~	~~Millinery—Retail~~	~~0.002504~~
~~424311~~	~~262.0W~~	~~Millinery—Wholesale~~	~~0.001585~~
~~511199~~	~~264~~	~~Mimeographing, multigraphing, etc. For engaging in mimeographing, multigraphing, or similar kind of business (excluding lithographing and printing).~~	~~0.003554~~
561439	~~353.2~~	Miscellaneous – Business Services Not Elsewhere Classified	~~0.002676~~ 0.00285
		~~Miscellaneous manufacturing industries~~	
		~~Miscellaneous personal services -~~	
	~~353~~	~~Services, not otherwise specified, when not in conflict with any other section of this Code. Each person, firm or corporation operating or performing such service shall pay the license specified for whatever licensed service is most similar from a competitive standpoint.~~	
~~812196~~	~~353.1~~	~~Miscellaneous personal services~~	~~0.003911~~
453930	~~393.0A~~	Mobile Home Dealers	~~0.001366~~ 0.00209
453931	~~265.5~~	Mobile Home~~s~~ – Parts ~~(see Code 393) (Mobile home retail parts—see Code 341.5)~~	~~0.001366~~ 0.00209

	~~267~~	~~Monuments, tombstones, statuary~~	
512132	~~273~~	Motion Picture Theaters—Drive-in only	~~0.002608~~ 0.00303
512131	~~384~~	Motion Pictures- Theatres, moving pictures	~~0.00271~~ 0.00303
512120	~~272~~	Motion Pictures or T.V. film, not elsewhere classified	~~0.003032~~ 0.00303
~~512133~~	~~271~~	~~Moving pictures~~	~~0.003032~~
~~451140~~	~~314.0R~~	~~Music store—Retail~~	~~0.002395~~
~~451220~~	~~274.0R~~	~~Music stores—Retail~~	~~0.002395~~
~~423992~~	~~274.0W~~	~~Music stores—Wholesale~~	~~0.001873~~
~~423996~~	~~314.0W~~	~~Music store—Wholesale~~	~~0.001873~~
512240	~~275~~	Music Studio and Outlets. – Music studios furnishing music to places of business by wire connections or remote control, for hire. Places receiving music so furnished and charging therefor.	~~0.003658~~ 0.00303
~~325191~~	~~276~~	~~Naval stores~~	~~0.002628~~
451212	~~281~~	News Stands	~~0.001901~~ 0.00209
~~453221~~	~~282.0R~~	~~Notions and novelties—Retail~~	~~0.00269~~
~~424312~~	~~282.0W~~	~~Notions and novelties—Wholesale~~	~~0.001908~~
~~424120~~	~~283.5W~~	~~Office and stationery supplies—Wholesale~~	~~0.002126~~
~~442112~~	~~283.0R~~	~~Office equipment, fixtures—Retail~~	~~0.002368~~
~~423422~~	~~283.0W~~	~~Office equipment, fixtures—Wholesale~~	~~0.002244~~
~~453212~~	~~283.5R~~	~~Office forms and supplies—Retail~~	~~0.00234~~
211111	~~286~~	Oil and Gas Extraction	~~0.002526~~ 0.00253
~~324191~~	~~284.0R~~	~~Oil dealers (crude or fuel oil exclusively)—Retail~~	~~0.000974~~

324110	~~290~~	Oil Refinery	~~0.001002~~ 0.00253
~~424721~~	~~288.0W~~	~~Oil grease—Wholesale~~	~~0.002045~~
~~446130~~	~~291.0R~~	~~Opticians, or optical dealers—Retail~~	~~0.002368~~
~~423460~~	~~291.0W~~	~~Opticians, or optical dealers—Wholesale~~	~~0.002287~~
	~~292~~	~~Ornamental iron, wire and brass installations, including fences, elevator enclosures, window guards, etc.~~	
~~445221~~	~~293.0R~~	~~Oysters—Retail (meat and fish (seafood) markets)~~	~~0.001517~~
~~424461~~	~~293.0W~~	~~Oysters—Wholesale (fish and seafoods)~~	~~0.00107~~
~~311612~~	~~294~~	~~Packing house companies—Wholesale meat dealers and/or packing house products~~	~~0.001085~~
~~325510~~	~~295~~	~~Paint manufacturers~~	~~0.002038~~
~~444120~~	~~297.0R~~	~~Paint, glass and wallpaper stores—Retail~~	~~0.00227~~
~~424950~~	~~297.0W~~	~~Paints, varnishes and supplies—Wholesale~~	~~0.002024~~
	~~297~~	~~Paints, wallpaper, etc.—Retail and wholesale~~	
~~322224~~	~~299~~	~~Paper bag manufacturing plant~~	~~0.001469~~
~~452993~~	~~298.0R~~	~~Paper or paper bags—Retail~~	~~0.002368~~
~~424130~~	~~298.0W~~	~~Paper or paper bags—Wholesale~~	~~0.00164~~
812931	~~301.0B~~	Parking Garage or structures	~~0.0028~~ 0.00355
812930	~~301.0A~~	Parking Lots – Any person offering parking space on private property located within a one-mile radius of Ladd-Peebles Stadium for rental on days when football games, sporting events, special events or concerts are scheduled at Ladd-Peebles Stadium shall be exempt from the requirement to obtain a business license, provided that such person owns the private property on which parking space is being offered for rent; or, if the person offering parking space for rent on such days is not the owner of the	~~0.0028~~ 0.00355

		private property on which parking space is being offered for rent, such person must first obtain written permission from the property owner to use the private property to provide parking space for rent on such days. Additionally, any person offering parking space on private property located within a one-mile radius of any City of Mobile Mardi Gras parade route for rental on days when Mardi Gras parades are scheduled shall be exempt from the requirement to obtain a business license, provided that such person owns the private property on which parking space is being offered for rent; or, if the person offering parking space for rent on such days is not the owner of the private property on which parking space is being offered for rent, such person must first obtain written permission from the property owner to use the private property to provide parking space for rent on such days. These exemptions are applicable only to natural persons and/or any organization organized and operated exclusively for charitable, religious, educational, or other exempt purposes as set forth in section 501©(3) of the United States Internal Revenue Code. Offering parking space pursuant to these exemptions shall not constitute a violation of any other City of Mobile ordinance regarding parking. These exemptions have no effect on any previously recorded subdivision covenants or restrictions.	
	~~301~~	~~Parking lots or storage garages~~	
487990	~~362.0A~~	Passenger Transportation – Airplanes/helicopters for sightseeing	~~0.002491~~ 0.00349
487991	~~362.0D~~	Passenger Transportation – All Other ~~for sightseeing~~	~~0.002986~~ 0.00349
487210	~~362.0B~~	Passenger Transportation – Boats for sightseeing	~~0.005921~~ 0.00349
485114	~~87~~	Passenger Transportation – Bus Companies—Operating on streets of city by a private firm providing municipal bus service (local and suburban transit) must also have whichever is applicable of 487111 or 487112 for number of trucks	~~0.002539~~ 0.00246
488491	~~88~~	Passenger Transportation – Bus Depot—State controlled license	$300.00
487110	~~362.0C~~	Passenger Transportation – Buses for sightseeing - must also have whichever is applicable of 487111 or 487112 for number of trucks	~~0.002539~~ 0.00349

487111	~~90.0A~~	Passenger Transportation – Buses - Each motor vehicle with a seating capacity of seven passengers or less, as provided in connection with passenger business, ~~each~~	$35.00
487112	~~90.0B~~	Passenger Transportation – Buses - Each motor vehicle with seating capacity of more than seven passengers	$50.00
485312	~~377.0C~~	Passenger Transportation – Decal Each taxicab or limousine (subject to City Code, chapter 59)	$25.00
~~485313~~	~~378~~	~~Passenger Transportation – Driver Badge—1st year~~	~~$15.00~~
~~485314~~	~~378.0A~~	~~Passenger Transportation – Driver Badge—Renewal~~	~~$10.00~~
~~485315~~	~~378.0B~~	~~Passenger Transportation – Driver Badge—Replacement if lost~~	~~$5.00~~
485320	~~377.0D~~	Passenger Transportation – Limousines (subject to Mobile City Code, chap. 59) Will also need 485312 (decal)	~~0.002382~~ 0.00246
485310	~~377.0A~~	Passenger Transportation – Taxi Cab Companies as defined in chapter 59, Mobile City Code. Will also need 485312 (decal), and driver badge 1st year, driver badge renewal from PD.	~~0.002382~~ 0.00246
485311	~~377.0B~~	Passenger Transportation – Taxi Cab Stands, per stand per year	$50.00
522298	~~302~~	Pawnbrokers - giving bond as per ordinance And no person who has not taken out license and given bond as herein provided, shall offer by sign, advertisement or other publication, goods as pawned or pawnbroker goods. And this shall not include the sale of any goods other than those received as pledges. See also Ch. 53 of city code – Will also need 453310 retail license	$500.00
454383	~~303~~	Peddlers – annual license Peddlers: All persons or businesses primarily engaged in retailing merchandise via direct sale to the customer by means of a small and temporary location, such as stand, booth, tent, table, truck, wagon, trailer, or any other type of portable stall whatsoever. A peddler's license does not authorize a person or business to engage in any house-to-house activity, solicit at private residences, or to operate a food truck. For any peddler's license, the term "display area" includes the total aggregate square foot area occupied by any combination of a booth, tent, table, truck, wagon, trailer, or any other type of portable	$50.00, plus $70.00 tax deposit.

		stall whatsoever. The following conditions apply: (1) The display area may not exceed 40 square feet. (2) No activity is permitted in any one fixed location for more than 30 days for any calendar year. (3) Without prior written city approval, this license does not permit the placement of any stand, booth, table, display, tent, vehicle, trailer, or any other structure whatsoever on any city property or within the city's rights-of-way. (4) All activities must comply with all city zoning regulations as well as any other applicable city, state, and federal regulations. (5) No activity between the hours of 11:00 p.m. and 6:00 a.m. is authorized pursuant to this license. (6) Written authorization from the property owner or another person who is legally authorized to grant authorization is required prior to conducting any activity on any property not owned by the licensee. The licensee must possess and be able to produce said written authorization at all times while conducting any activity on any property not owned by the licensee. Exception: This license is not valid for peddlers within the Hank Aaron Loop or for any area extending 500 feet from the boundaries of the Hank Aaron Loop for the 30-day period prior to and including Mardi Gras Day.	
454398	~~306.2~~	Peddlers, Mardi Gras. On foot, basket or cart, each – The license is valid only 30 days prior to and including Mardi Gras Day. NOTE: All peddlers are subject to police regulations.	$500.00
454397	~~306.1~~	Peddlers, Mardi Gras. Stand, booth, table, tent, vehicle, or trailer. License shall be valid only 30 days prior to and including Mardi Gras Day for the area within the Hank Aaron Loop or for any area extending 500 feet from the boundaries of the Hank Aaron Loop. The following conditions apply: (1) The display area may not exceed 200 square feet. (2) Without prior written city approval, this license does not permit the placement of any stand, booth, table, display, tent, vehicle, trailer, or any other structure whatsoever on any city property or within the city's rights-of-way. (3) All	$1,000.00

		activities must comply with all City zoning regulations as well as any other applicable City, State, and Federal regulations. (4) No activity between the hours of 11:00 p.m. and 6:00 a.m. is authorized pursuant to this license. (5) Written authorization from the property owner or another person who is legally authorized to grant authorization is required prior to conducting any activity on any property not owned by the licensee. The licensee must possess and be able to produce said written authorization at all times while conducting any activity on any property not owned by the licensee. Exception: Any business which sets up a booth, stand, or tent during Mardi Gras on property where it is licensed to do business year- round is not required to obtain the additional license provided for in this subparagraph. The gross proceeds derived from the sales from these "on property" Mardi Gras booths, stands or tents must be included in the measure of the annual business license and taxes must be paid and reported on the next regularly scheduled tax period.	
812112	~~307.5~~	Personal Services—Including, but not limited to, hair, nail, facial, skin, ~~and massage~~ (other services not herein specified) <u>– State Board License Required</u>	~~0.00396~~ <u>0.0040</u>
<u>812115</u>		<u>Personal Services – Cosmetology/Barbering Shop – State Board License Required</u> <u>as defined in ALA CODE 34-7B-1 – Any place where barbering or cosmetology is practiced. Only a properly licensed person, who is not an apprentice or student, may operate a shop.</u>	<u>0.0040</u>
<u>812910</u>		<u>Pet Services – Grooming, sitting, walking, etc.</u>	<u>0.0040</u>
812921	~~308.1~~	Photofinishing Laboratories	~~0.003137~~ <u>0.00355</u>

541924	~~309.1~~	Photographers —No Studio – Any person, firm, or corporation, taking photographs or offering photography service for compensation, who does not qualify as a "studio photographer" defined in 541921. (~~a) above, and who is neither a transient, nor itinerant photographer as defined in section 30-28, Mobile City Code (1965) each:~~ 1 day only	$50.00
541925	~~309.1B~~	2 and less than 10 days, per day	$50.00
541926	~~309.1C~~	10 days or more	$500.00
		All ~~other~~ persons, firms or corporations taking photographs for compensation within the city without a studio are hereby defined to be transient photographers.	$150.00 tax deposit.
541921	~~309.0A~~	Photographers and or Photography studio – ~~(a)~~ A ~~studio~~ photographer is hereby defined to be every person, firm or corporation maintaining an office, including home office, or studio within the city for the purpose of taking therein, personally or through his/her or its agents, partners, or employees, photographs of persons in the City ~~at such studio~~, and every person, firm or corporation maintaining in any one established place within the city for at least one year complete equipment for the taking of photographs, including all finishing processes, whether inside or outside of such place; shall pay an annual license as provided.	0.003122
~~541929~~	~~309.2~~	~~Photographers, transient.~~	~~$500.00~~
~~541923~~	~~309.0B~~	~~Photographers, traveling, using animal or device as prop~~	~~$120.00~~
~~443130~~	~~310.0R~~	~~Photographic supplies—Retail~~	~~0.001963~~
~~423410~~	~~310.0W~~	~~Photographic supplies—Wholesale~~	~~0.001729~~
~~446198~~	~~312.0R~~	~~Physicians and surgeons supplies—Retail~~	~~0.002059~~
~~423452~~	~~312.0W~~	~~Physicians and surgeons supplies—Wholesale~~	~~0.002017~~

~~621118~~	~~313.1~~	~~Physicians, transient or transient vendors of medicine, if accompanied by music, theatrical performers or any form of entertainment, each, per month~~	~~$350.00~~
	~~314~~	~~Piano or organ sales~~	
~~454214~~	~~414.PJ~~	~~PJ account with machines in city, per machine~~	~~$25.00~~
~~238310~~	~~317~~	~~Plasterer. Each person, firm, corporation or association doing business as plasterer, stucco worker or lather.~~	~~0.001975~~
	~~318~~	~~Plastics, manufacture, retail, wholesale~~	
~~453993~~	~~318.0R~~	~~Plastics—Retail~~	~~0.002368~~
~~424610~~	~~318.0W~~	~~Plastics—Wholesale~~	~~0.001846~~
~~332813~~	~~319~~	~~Plating, metal or otherwise (electroplating, plating, polishing, anodizing and coloring)~~	~~0.002854~~
~~238229~~	~~322~~	~~Plumbers, itinerant (see chapter 30, City Code). Subject to state certification and verification of bond, required by inspection services, necessary.~~	~~$500.00~~
~~444197~~	~~323.0R~~	~~Plumbing fixtures and supplies—Retail~~	~~0.002126~~
713997	~~324~~	Pony Rides	~~0.003658~~ 0.00366
~~442298~~	~~325.0R~~	~~Pottery or earthenware stores—Retail~~	~~0.00227~~
	~~325.0W~~	~~Pottery or earthenware stores—Wholesale~~	~~0.001722~~
~~424440~~	~~326~~	~~Poultry and eggs~~	
	~~326.0W~~	~~Poultry and poultry products—Wholesale~~	~~0.00083~~
	~~327~~	~~Prefabricated houses~~	
541212	~~3~~	Professional – Accountants/CPA's, per individual accountant not receiving a W2 from firm/office	~~0.002896~~ 0.00290
541211		Professional – Accountants/CPA's per firm/office – to report all gross receipts	~~.002896~~ 0.00290
541910	~~27~~	Professional – Analyst—Business, statistical or industrial	~~0.003946~~ 0.00290

541820	~~27.5~~	Professional – Analyst—Management, consulting and/or public relations services	~~0.002896~~ 0.00290
541311	~~29~~	Professional – Architects, per individual not receiving a W2 from firm/office	~~0.002896~~ 0.00290
541310		Professional – Architect Firm/Office – to report all gross receipts	.00290
541111	~~32~~	Professional – Attorneys, per individual attorney – not receiving W2 from firm/office	~~0.002772~~ 0.00290
541110		Professional – Attorneys, per Firm/Office – to report all gross receipts	0.00290
541710	~~109~~	Professional – Chemists	0.003288
621311	~~112~~	Professional – Chiropractor, per individual chiropractor not receiving a W2 from the firm/office.	~~0.002784~~ 0.00290
621211	~~143~~	Professional – Dentists, per individual dentist not receiving a W2 from the firm/office.	~~0.002784~~ 0.00290
541331	~~163~~	Professional – Engineers: Civil, constructing, consulting, design, electrical, industrial, mechanical, or mining not receiving a W2 from the firm/office.	~~0.002896~~ 0.00290
541332		Professional – Engineers Firm/Office: Civil, constructing, consulting, design, electrical, industrial, mechanical or mining.	.00290
621321	~~291.2~~	Professional – Optometrists not receiving a W2 from the firm/office. ~~(same as Code 311: physicians, etc.)~~	~~0.002784~~ 0.00290
621113	~~311~~	Professional – Physicians, surgeons, ~~dentists,~~ psychiatrists, osteopaths, ~~chiropractors~~ or chiropodists, etc. Per individual practitioner not receiving a W2 from the firm/office.	~~0.002784~~ 0.00290
621111		Professional – Physicians, surgeons, psychiatrists, optometrists, osteopaths, or chiropodists, etc. firm/office.	0.00290
~~621117~~	~~313~~	~~Professional – Physicians, transient (see Code 254). Transient vendors of medicine, each, per month~~	~~$100.00~~
541991	~~331~~	Professional – Professions not otherwise specified	~~0.003288~~ 0.00290
541360	~~373.1~~	Professional – Surveying	~~0.002737~~ 0.00290
541213	~~376~~	Professional – Tax Experts or Adjustment Bureaus. This license applies to each person, firm, or corporation engaging in business (or who advertises) to undertake the adjustment of taxes, the making of income tax reports or giving assistance in making said income tax reports or other reports required by various governmental agencies. This license shall not	~~0.003288~~ 0.00325

		apply to auditors, accountants, bookkeepers, or attorneys.	
541940	~~417~~	Professional – Veterinarian Office or, per individual veterinarian not receiving a W2	~~0.002464~~ 0.00290
511110	~~277~~	Publishing – Newspapers	~~0.003464~~ 0.00346
511120	~~329~~	Publishing – Printers	~~0.002526~~ 0.00346
811118	~~332~~	Radiator Repair	~~0.002896~~ 0.00292
~~443115~~	~~334.0R~~	~~Radio and television stores—Retail~~	~~0.002087~~
	~~334~~	~~Radio and/or television sales and service~~	
515112	~~333~~	Radio Broadcasting Station	~~0.003005~~ 0.00309
482111	~~336~~	Railroads, state controlled	$2,000.00
531210	~~337~~	Real Estate Agents, Brokers	~~0.002621~~ 0.00262
531215		Real Estate Agent Office with Licensed Broker	0.00262
531320	~~28.1~~	Real Property – Appraisers, real estate, damage, et al.	~~0.002546~~ 0.00255
531211	~~228~~	~~Land, land and~~ Real Property Development ~~or real estate companies or agents selling their own property exclusively, whether inside or outside city, maintaining an office in the city.~~	~~$120.00~~ 0.00262
531212		Real Property Management – Must hold broker's license from Alabama Real Estate Commission. Excludes those persons or entities exempt from the licensing requirements set forth in Alabama Code Section 34-27-2 and listing services or online platforms for short-term rentals.#	0.00262
721311	~~237~~	~~Lodging houses. Receiving transients and not known or advertised as hotels.~~ Real Property – Short Term Rental - the rental of a dwelling unit, dwelling of any type, room, building, house or other structure or the part of a structure, including a manufactured home, that is or can be utilized as a transient sleeping place by one or more persons for less than one-hundred and eighty (180) consecutive days per rental period (excludes 721310, 721313, 721311 and 721111). Also excludes a rental between parties to the sale of	~~0.003259~~ 0.00388

		such building, etc., where valid documentation of the sale is provided. Lodging tax must be filed and remitted. Individuals utilizing a third party for lodging tax collections shall submit a transaction history detail provided by the third party or other similar document that shows the dates booked, gross revenue, and lodging tax remitted.	
531191	~~395.1~~	Real Property – Trailer Park~~s~~/Camp for transients	~~0.004412~~ 0.00441
531190	~~395~~	Real Property – Trailer/Mobile Home Parks	~~0.003514~~ 0.00351
531110	~~412~~	Real Property – Lessors of Residential Buildings and Dwellings: All owners of real property who engage in renting or leasing of ten or more dwelling units for residential purposes, in addition to any other applicable taxes or fees imposed for owning, renting, or leasing such property. If any location has more than one owner, each owner is jointly and severally responsible for the license fee. A license is required for each separate location.	~~0.002652~~ 0.00265
531111	~~412~~	Real Property – Lessors of Residential Building and Dwellings: All owners of real property who engage in renting or leasing less than ten dwelling units for residential purposes, in addition to any other applicable taxes or fees imposed for owning, renting, or leasing such property. If any location has more than one owner, each owner is jointly and severally responsible for the license fee. A license is required for each separate location. Definitions for the purposes of this license: "dwelling unit" is a single-family residence and each separate family apartment or housing accommodation in multiple-family building. "location" is a parcel as assessed for ad valorem taxes. "owner" is any person who is the holder of record title of any real property, and any assignee thereof. "residential purposes" is a residential occupancy for hire not subject to city lodging tax under article IV of this chapter. Exemptions: (1) Owner-occupied buildings or owner-occupied dwellings in which there are not more than three (3) dwelling units offered for rent or lease at the same	$15.00 per dwelling unit

		location. A building or dwelling is owner- occupied only if it is the principal residence of the owner. (2) Residential properties assessed to the Mobile Housing Board Authority. Any owner claiming an exemption under the owner-occupied status, the Mobile Housing Board Authority exemption, or an exemption pursuant to § 34-65(b), shall file an affidavit with the city revenue department which provides the name and address of the owner and property manager (if applicable) for said property, along with a detailed factual basis for the exemption. Additional exemptions and privileges: (1) Lessors of residential buildings and dwellings shall be required to only file a single business license application form which shall cover all of their dwelling unit locations; (2) Lessors of residential buildings and dwellings shall be exempt from Mobile City Code § 34-51 except that such license(s) must be present at their principal place of business; (3) Lessors of Residential buildings and dwellings shall be exempt from Mobile City Code § 34-53(1) with regards to individual dwelling units.	
531195		Real Property Leasing – leasing of real property (except residential buildings and dwellings, and all others already specified)	0.0030
331493		Recycling Centers of all kinds	0.00184
~~333415~~	~~337.5~~	~~Refrigeration equipment and supplies. Same as Code 20.~~	~~0.002052~~
238225	~~338~~	Refrigeration Service – State Board License Required – All legal entities engaged in the business of refrigeration contracting and servicing, installation, and repair.	~~0.00271~~ 0.00250
532299	~~233.0A~~	Rental – Lease or Rental of Tangible Personal Property not elsewhere classified.	~~0.003581~~ 0.00358
238913	~~233.0B~~	Rental – Lease or Rental of Tangible Personal Property with Operator, not elsewhere classified.	~~0.003911~~ 0.00391
532112	~~46.0A~~	Rental – Passenger Car Rental and Leasing without drivers	~~0.002003~~ 0.00255

532121	~~46.0B~~	Rental – Truck Rental and Leasing without drivers	~~0.002546~~ 0.00255
532122	~~46.0C~~	Rental – Utility Trailer and Recreational Vehicle Rental	~~0.001866~~ 0.00358
811492	~~315~~	Repair – Piano Tuner~~—Repair~~	~~0.002916~~ 0.00292
811430	~~356~~	Repair – Shoe~~s, repairers~~	~~0.003499~~ 0.00292
~~811312~~	~~339.5~~	~~Repair shops – (armature rewinding)~~	~~0.002698~~
811211	~~339.3~~	Repair Shops – Radio and Television	~~0.003156~~ 0.00292
811490	~~339.6~~	Repair shops – Watch, Clock, and Jewelry Repair)	~~0.003191~~ 0.00292
811491	~~339~~	Repair Shops and Related Services, Not Elsewhere Classified, including but not limited to bicycles, guns, pistols, typewriters, automatic sprinklers and sprinkler systems, refrigerators, clothing repair and alterations, stoves, washing machines, small appliances, sharpen tools, lawnmowers. Not to include Automobile repair.	~~0.002916~~ 0.00292
~~811311~~	~~339.2~~	~~Repair shops—Electric motors and dynamos~~	~~0.002986~~
811421	~~339.1~~	Repair Shops—Furniture ~~Old furniture~~ repair and refinishing	~~0.003218~~ 0.00292
722110	~~340.1~~	Restaurants – Fast Food ~~Eating places, not elsewhere classified (see Code 156.1).~~ Board of health permit required before license can be issued.	~~0.003109~~ 0.00311
722111	~~340~~	Restaurants~~, cafes, lunch and soda fountains. –~~ All restaurants not fast food – Board of health permit required before license can be issued.	~~0.003109~~ 0.00311
~~453994~~	~~149.0R~~	~~Retail~~	~~0.0026~~
~~445211~~	~~326.0R~~	~~Retail~~	~~0.00127~~
453991	~~388.0R~~	Retail – Cigar Stores and Stands	~~0.002087~~ 0.00209
451110	~~368.0R~~	Retail – Sporting Goods Stores and Bicycle Shops, ~~retail~~	~~0.002134~~ 0.00209
~~423910~~	~~368.0W~~	~~(Sporting and recreational goods and supplies, wholesale)~~	~~0.001675~~

453313	~~28~~	Retail – Antique, oriental goods, wares or merchandise	~~0.002881~~ 0.00209
448150	~~117.1D~~	Retail – Apparel and Accessory Stores, ~~not elsewhere classified~~	~~0.002382~~ 0.00209
441310	~~38.0R~~	Retail – Automobile Accessories, batteries, parts, supplies and/or tires— ~~Retail~~	~~0.002126~~ 0.00209
441120	~~39.0U~~	Retail – Automobile Dealers, used only	~~0.001427~~ 0.00209
441110	~~39~~	Retail – Automobile Dealer (new and used) whether owned by the dealer or not, except dealers in motorcycles.	~~0.00079~~ 0.00209
445291	~~50.0R~~	Retail – Bakery~~—Retail~~ (baking and selling). Board of health permit required before license can be issued.	~~0.003054~~ 0.00209
451211	~~74.0R~~	Retail – Book Stores~~—Retail~~	~~0.002298~~ 0.00209
444190	~~86.0R~~	Retail – Building Materials and Supplies—Retail (lumber,~~-~~hardware, garden supply, paint, glass, etc. and other building materials dealers) ~~for fence installation, see Code 169.1~~	~~0.001764~~ 0.00209
~~444191~~	~~86.1~~	~~Retail – Building materials (hardware, garden supply, paint, glass, etc.)~~	~~0.001908~~
452111	~~143.1~~	Retail – Department Stores	~~0.00227~~ 0.00209
446110	~~154.0R~~	Retail – Drugs~~—Retail~~	~~0.002059~~ 0.00209
443111	~~160.0R~~	Retail – Electrical and/or Gas Appliances and/or supplies—Retail	~~0.00201~~ 0.00209
443112	~~160.1~~	Retail – Electronic Equipment and supply	~~0.001908~~ 0.00209
451112	~~316~~	Retail – Firearms ~~Pistols—Retail~~ (sold subject to Title 13A-11-79, Code of Alabama, 1975)	~~0.002134~~ 0.00209
442110	~~188.0R~~	Retail – Furniture~~—Retail~~	~~0.002395~~ 0.00209
447110	~~194~~	Retail – Gasoline. Retail dealers in, and agents for, the sale of gasoline. This license in addition to all other licenses required.	~~0.00105~~ 0.00209
453220	~~201.0R~~	Retail – Gift shop—~~Retail~~	~~0.00269~~ 0.00209
445110	~~204.0R~~	Retail – Groceries~~—Retail~~	~~0.00127~~ 0.00209
451120	~~390.0R~~	Retail – Hobby, toy and game shops, ~~retail~~	~~0.002429~~ 0.00209

722213	~~217~~	Retail – Ice Cream~~—Retail~~ Shop or Store	~~0.002224~~ 0.00311
453992	~~218.0R~~	Retail – Ice Dealer~~—Retail~~	~~0.001454~~ 0.00209
~~444188~~	~~219.1~~	~~Retail – Industrial machinery and equipment~~	~~0.001798~~
~~444189~~	~~219.2~~	~~Retail – Industrial supplies~~	~~0.001736~~
448310	~~224.0R~~	Retail – Jewelry~~—Retail~~	~~0.002965~~ 0.00209
453311	~~227.0R~~	Retail – Junk Shops/Yards and Dealers~~—Retail~~	~~0.002519~~ 0.00209
445222	~~351.0R~~	Retail – Meat and Fish (seafood) Markets	~~0.001517~~ 0.00209
445210	~~252.1~~	Retail – Meats, fresh—Retail. Board of health permit required before license can be issued.	~~0.001517~~ 0.00209
452990	~~200.6~~	Retail – Miscellaneous General Merchandise sales store	~~0.002024~~ 0.00209
453997	~~267.0R~~	Retail – Monuments, Tombstones, Statuary	~~0.002519~~ 0.00209
441222	~~268.0R~~	Retail – Motor Boats (engines, inboard or outboard), hulls, supplies (new or used)~~—Retail~~	~~0.001715~~ 0.00209
441221	~~269.0R~~	Retail – Motorcycles and Motor Bikes, motor scooters and supplies~~—Retail~~	~~0.001476~~ 0.00209
~~447190~~	~~288.0R~~	~~Oil grease—Retail~~	~~0.001736~~
453910	~~308~~	Retail – Pet Shops	~~0.002368~~ 0.00209
444195	~~327.0R~~	Retail – Prefabricated House	~~0.001908~~ 0.00209
445230	~~330.0R~~	Retail – Produce and Fruit dealers, stores and vegetable markets~~—Retail~~	~~0.001675~~ 0.00209
~~454386~~	~~330.0A~~	~~(a) Watermelons or cantaloupes only, per truck~~	~~$50.00~~
441210	~~393.0B~~	Retail – Recreational and Utility Trailer Dealers	~~0.001399~~ 0.00209
448210	~~355.0R~~	Retail – Shoe Stores—~~Retail~~	~~0.002464~~ 0.00209
~~448311~~	~~364.0R~~	~~Retail (including jewelry stores)~~	~~0.002965~~
~~441410~~	~~341.6~~	~~Retail Aeronautical Equipment and Supply~~	~~0.001908~~

~~444193~~	~~239.0R~~	~~Retail lumber dealers or lumber yards (lumber, building materials) – As used herein, the term "retail lumber dealer" is defined as a person, firm, or corporation engaged in the business of selling lumber and lumber products in retail quantities, direct to consumers or contractors.~~	~~0.001764~~
	~~341.3~~	~~Retail sales. The term retail sale or sale at retail wherever used in any section or subsection of this Code is defined as any and all sales not covered by the term "wholesale sale" as defined in this Code.~~	
453998	~~341.5~~	Retail Trade Not Elsewhere Classified	~~0.001908~~ 0.00209
~~423810~~	~~342~~	~~Road, construction and mining machinery and equipment~~	~~0.001694~~
~~454394~~	~~343~~	~~Rolling stores. No rolling store shall stop in front of any place of business. Provided, this license only includes general merchandise. Any other goods sold subject to additional license as per schedule.~~	~~0.002024~~
~~238160~~	~~344.5~~	~~Roofing and/or sheet metal contractor. Verification of bond, required by inspection services, necessary, and must be certified under Code 34-31-18.~~	~~0.002216~~
~~424121~~	~~345~~	~~Rubber stamps or stencils. Manufacture or dealer.~~	~~0.002154~~
~~314914~~	~~346~~	~~Sail maker (awnings)~~	~~0.002566~~
212321	~~348.1~~	Sand and Gravel Mining	~~0.002003~~ 0.00253
~~454385~~	~~348.0R~~	~~Sand and gravel—Retail~~	~~0.001764~~
~~423321~~	~~348.0W~~	~~Sand and gravel—Wholesale~~	~~0.001668~~
~~238993~~	~~347~~	~~Sandblasting, cleaning buildings by~~	~~0.002422~~
517410	~~348.5~~	Satellite Dish/Equipment Dealers	~~0.002087~~ 0.00426
~~321113~~	~~349~~	~~Saw mills (lumber) (see Code 239.0M)~~	~~0.002114~~
611511	~~53.5~~	School – Barber / Cosmetology ~~schools~~ See also City Code Ch 8, Article II	~~0.003514~~ 0.00385
611610	~~136~~	School – Dancing schools - (a) Persons, firms, or corporations engaged in the business or profession of teaching dancing. (b) Where school children only are taught in private dancing schools, during those months of the year that correspond to the regular	~~0.004591~~ 0.00385

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

~~811431~~	~~357~~	~~Shoe repair order branch~~	~~0.003911~~
713998	~~358~~	Shooting Galleries and Places	~~0.003658~~ 0.00366
711190	~~360~~	Side Shows or Exhibitions of paintings, pictures, freaks, curiosities, museum of anatomy, etc.	~~0.003658~~ 0.00431
	~~362~~	~~Sightseeing vehicle~~	
541890	~~363~~	Sign Painting. Repairing, Erecting, sign repairing and show card writing not including poster, billboard, neon or electrical sign, or decorative painting.	~~0.002456~~ 0.00290
541850	~~6.0B~~	Signs – ~~For repairing, removing for repairs of any kind, painting or repairing, assembling, erecting, maintaining,~~ selling, offering to sell, leasing or sub-leasing, to others~~, neon or electrical signs~~.	~~0.001798~~ 0.00290
	~~364~~	~~Silverware—Retail and wholesale~~	
624190	~~365.1~~	Social services – Social/Leisure Serv/Care (other than Child Care)	~~0.003019~~ 0.00302
~~722216~~	~~366~~	~~Soda fountain. Where meals served, subject to board of health.~~	~~0.003109~~
~~722332~~	~~367.0R~~	~~Soda water—Retail~~	~~0.00127~~
~~424493~~	~~367.0W~~	~~Soda water—Wholesale~~	~~0.001558~~
~~321912~~	~~415.0B~~	~~Softwood veneer and plywood~~	~~0.000692~~
~~238351~~	~~125.1A~~	~~Sp. Trd. Con. Cabinets/finishing~~	~~0.002323~~
~~238352~~	~~125.1B~~	~~Sp. Trd. Con. Carpenter~~	~~0.002323~~
~~238996~~	~~125.1C~~	~~Sp. Trd. Con. Concrete/sidewalk~~	~~0.002323~~
~~238332~~	~~125.1F~~	~~Sp. Trd. Con. Flooring or carpet~~	~~0.002323~~
~~238911~~	~~125.1G~~	~~Sp. Trd. Con. Foundation/excavat.~~	~~0.002323~~
~~238130~~	~~125.1H~~	~~Sp. Trd. Con. Framer or framing~~	~~0.002323~~
~~238151~~	~~125.1I~~	~~Sp. Trd. Con. Glass/mirror/glazing~~	~~0.002323~~

~~238313~~	~~125.1J~~	~~Sp. Trd. Con. Insulation installer~~	~~0.002323~~
~~238998~~	~~125.1M~~	~~Sp. Trd. Con. Misc. special trade~~	~~0.002323~~
~~541892~~	~~125.1N~~	~~Sp. Trd. Con. Painter/signs/paint~~	~~0.002323~~
~~238997~~	~~125.1O~~	~~Sp. Trd. Con. Paving—All types~~	~~0.002323~~
~~332322~~	~~125.1T~~	~~Sp. Trd. Con. Sheetmetal/mechanic~~	~~0.002323~~
~~238312~~	~~125.1S~~	~~Sp. Trd. Con. Sheetrock/drywall~~	~~0.002323~~
~~238170~~	~~125.1U~~	~~Sp. Trd. Con. Siding installation~~	~~0.002323~~
~~238341~~	~~125.1W~~	~~Sp. Trd. Con. Tile/stone/brick~~	~~0.002323~~
~~238353~~	~~125.1X~~	~~Sp. Trd. Con. Windows or sunrooms~~	~~0.002323~~
	~~367.5~~	~~Special events (one or more times). In no event shall a special event license be in effect for more than two weeks. This license code category is to cover events at the Mobile Convention Center, Mobile Civic Center, Bel Air Mall, Springdale Mall, circuses, fairs and any other event of less than two weeks duration.~~	
711325	~~367.5F~~	Special Event – All others (including tax deposit of $250.00)	$500.00
711326	~~367.5G~~	Special Event – Licensed Retail Merchants—Temporary location for special event. (Provided, however, that regularly licensed businesses selling at a temporary location within the city or its police jurisdiction, for no more than five (5) days, and no more than twice annually, may do so without payment of an additional license).	0.00
711324	~~367.5E~~	Special Event – Mall Promoted special events	$500.00
711320	~~373~~	Special Event – Street Fairs or Carnival shows. Subject to police regulation.	~~0.003658~~ 0.00431
711319	~~367.5A~~	Special Event - Amusement and Entertainment Promoters license (single event) – Special events (one or more times). In no event shall a special event license be in effect for more than two weeks. This license code category is to cover events at the Mobile Convention Center, Mobile Civic Center, Bel Air Mall, Springdale Mall, circuses, fairs and any other	$500.00

		event of less than two weeks duration. Provided that no circus or circuses shall be issued a license in any year to hold a performance within thirty days prior to the date for the holding of the Greater Gulf State Fair, Inc. in Mobile County. Mechanical rides, other than amusement devices operated by depositing a coin in a slot: Note: Promoter shall be responsible for collecting all fees ~~listed under 367.5D~~ and remitting them to the city prior to the special event. Gross receipts tax required (~~four~~ five percent city – one percent county if held within city limits; two-point five percent city – one percent county if held within the police jurisdiction.) The promoter will be provided with a "special events gross receipts tax form". Gross receipts tax will be due and payable at the conclusion of the event and any promoter failing to follow these procedures shall be penalized and fined. Equipment cost, per week Proof of inspection of rides from a registered engineer within the prior year. Proof of $1,000,000.00 liability insurance issued by company qualified to do business in the state and issued by a state agent with city named as loss payee.	$300.00
711321	~~367.5B~~	Special Event - General Merchandise sales promoters license (single event) Gross receipts tax required (~~Four~~ Five percent ~~city – one percent county~~ if held within city limits; two point five percent ~~city – one percent county~~ if held within the police jurisdiction of the city.) Prior to the event, the promoter is required to inform all participating vendors about the city's gross receipts tax requirements, and to provide them with a "special events gross receipts tax form." At the conclusion of the event or as vendors conclude their participation in the event, the promoter is required to collect from each vendor the properly completed "special events gross receipts tax form" and the taxes due as reported thereon. The promoter is further required to make sure that each "special events gross receipts tax form" contains the vendor's name, address, telephone number, total sales volume and tax due and paid. The promoter is also required within ten days following the event to forward the completed reports and the taxes due from all	$250.00

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

		department concerning the vendors that will participate in the event. Promoters shall distribute tax forms to all vendors prior to the event and shall be responsible for collecting all completed tax forms, and the taxes shown to be due thereon, from each vendor. Not later than ten days after the conclusion of the event, the promoter shall transmit all tax forms and shall pay all taxes due to the revenue department. If the promoter shall fail to file any tax form required by this section, or if the promoter shall fail to pay the amount shown to be due thereon, then the promoter shall forfeit the entire tax bond, and shall be punished in accordance with section 34-58 of the City Code. Tax bonds will not be required if the special event does not involve the sale of tangible personal property as defined in § 34-23 of this Code. Bond Required Promoter (Number of Vendor Booths) 1-25 5,000.00 26-75 5,000.00 76-125 10,000.00 Over 125 10,000.00	

561329		Staff - Wait / Bartending – Providing staff to serve guests.	0.00285
~~541490~~	~~369~~	~~Stage scenery—Manufacturer. To include curtains, drops, drapes, floats, etc.~~	~~0.002484~~
~~424122~~	~~370.0W~~	~~Stationery supplies—Wholesale~~	~~0.002126~~
~~453210~~	~~370.0R~~	~~Stationery—Retail~~	~~0.00234~~
~~453996~~	~~372.0R~~	~~Store fixtures—Retail~~	~~0.00234~~
~~423440~~	~~372.0W~~	~~Store fixtures—Wholesale~~	~~0.002244~~
~~424821~~	~~373.7~~	~~Table wine and beer—Wholesale~~	~~$375.00~~
~~445314~~	~~373.5~~	~~Table wine—Retail—Required to apply to alcoholic beverage control board and approval of city council before license can be issued.~~	~~$75.00~~
~~424820~~	~~373.6~~	~~Table wine—Wholesale~~	~~$275.00~~
315223	~~374~~	Tailors , Alterations, Sewing	~~0.002382~~ 0.00235
812197	~~375~~	Tattooing or Tattooing Parlors – Board of Health Inspection required)	~~0.003911~~ 0.0040
		~~Taxi cab drivers:~~	
	~~377~~	~~Taxi cabs/limousines (as defined in chapter 59, Mobile City Code)~~	
517213	~~380.0E~~	Telecom Commercial Mobile Radio Services	~~0.003581~~ 0.00426
517310	~~380.0D~~	Telecom Services – Reseller of Telecommunications Services	~~0.004263~~ 0.00426
517311	~~379~~	Telegraph Companies, state controlled	$750.00
	~~380~~	~~Telephone companies, state controlled~~	
~~541872~~	~~381~~	~~Telephone directories, soliciting advertising~~	~~0.002368~~
517110	~~380.0A~~	Telephone Local Exchange license, state controlled	$12,000.00
517111	~~380.0B~~	Telephone Long Distance exchange license, state controlled	$3,000.00

517510	~~94.5~~	Television – Cable Television Companies and comparable services – See also Ch. 11.5 of the City Code.	~~0.003005~~ 0.00426
515120	~~381.1~~	Television Broadcasting Stations. Provided, however, this license shall not apply to that portion of the business that may be in interstate or foreign commerce or to business done with the government of the United States.	~~0.003088~~ 0.00309
561320	~~162.0A~~	Temporary help to supply services	~~0.001715~~ 0.00172
	~~382~~	~~Termites. Same as exterminators, Code 166.~~	
~~541380~~	~~383~~	~~Testing laboratories, whether laboratory is maintained in city or not.~~	~~0.003012~~
711130	~~385~~	Theatrical, Musical Performances, Athletic Contests or Exhibitions or Entertainment not otherwise specified, (except when entire proceeds are designated for, and donated to, recognized charities, approved by the council).	0.00431
238226	~~387~~	Tin Shops. Persons operating tin shops and doing no contracting for tin or sheet metal work of any description, and who are not required to take out contractor's license.	~~0.002176~~ 0.00250
541191	~~1~~	Title Company – Abstract of title companies ~~(title abstract~~ offices~~)~~	0.00571
~~524127~~	~~2~~	~~Title Insurance – Abstract of title (title insurance)~~	~~0.002861~~
	~~388~~	~~Tobacco, retail and wholesale~~	
~~721111~~	~~389~~	~~Tourist courts, homes, motels. (In addition to this license, there is a license tax based on gross receipts from the rental of rooms, and this license in no way affects the liability for the purchase of that license.) This license does not include the license for restaurants and other secondary businesses operated in connection with the renting of rooms. (Adopted 9-29-59). Board of health permit required before license can be issued.~~	~~0.003883~~
	~~390~~	~~Toy dealers, retail and wholesale~~	
~~423920~~	~~390.0W~~	~~Toys, hobby goods and supplies, wholesale~~	~~0.001866~~
~~541873~~	~~391~~	~~Trading stamps. See Code 131, coupons~~	~~0.002456~~

	~~393~~	~~Trailers, automobile, house or truck~~	
~~532120~~	~~394~~	~~Trailers, automobile—Luggage or freight, for hire~~	~~0.001866~~
454392		Transient Merchants: All persons engaged in selling goods, wares, merchandise or services to any purchaser other than registered licensed merchants dealing in that particular line of goods offered by said persons, shall be required before selling or offering to sell such articles to obtain a license in the amount of $500.00. In addition, $150.00 tax deposit to be paid when the license is purchased. This license shall also apply to such persons that stop in hotels or motels or rent rooms at other places to display their goods and services and sell same to the general public by samples, or take orders for shirts, clothing or articles of similar or dissimilar character. The following conditions apply: (0) Each license issued is valid only for up to seven consecutive days. (0) Without prior written city approval, this license does not permit the placement of any stand, booth, table, display, tent, vehicle, trailer, or any other structure whatsoever on any city property or within the city's rights-of-way. (0) Licensee must comply all with city zoning regulations as well as any other applicable city, state, and federal regulations. (0) This license does not authorize a person or business to engage in any house-to-house activity or solicitate at private residences. (5) Written authorization from the property owner or another person who is legally authorized to grant authorization is required prior to conducting any activity on any property not owned by the licensee.	$500.00

		The licensee must possess and be able to produce said written authorization at all times while conducting any activity on any property not owned by the licensee. Exception: This license is not valid for any activity within the Hank Aaron Loop or for any area extending 500 feet from the boundaries of the Hank Aaron Loop for the 30-day period prior to and including Mardi Gras Day.	
561520	~~399.5~~	Travel Agency/Bureau	~~0.002608~~ 0.00285
~~561510~~	~~401~~	~~Tree pruning and tree surgery. Must have state license first (Code 2-28-1).~~	~~0.003102~~
561731	~~401.0A~~	Tree Trimmer—Pruning ~~only (no state license required first)~~	~~0.002909~~ 0.00291
484230	~~403~~	Truck Depots. Motor propelled common carriers or motor propelled contract carriers or contract carriers maintaining depots, stations or terminal facilities in the city for the handling of freight and for which no other license is required by the ordinance of the city. For each such carrier maintaining a depot, station or terminal facility as above provided, based on the average number of motor vehicle trucks handled, serviced, kept, loaded or unloaded per day herein for each truck, $25.00. (In view of Code of Ala. § 37-3-33 no such carrier should be required to pay a license tax for any one year in excess of $300.00.)	$300.00 plus 25.00 ea truck
~~484113~~	~~396.1~~	~~Trucking Transfer – Local trucking with storage~~	~~0.002498~~
~~484122~~	~~397~~	~~Trucking Transfer companies, trucking except local~~	~~0.001975~~
~~484111~~	~~396~~	~~Trucking Transfer companies—Hauling baggage only~~	~~0.002676~~
484121	~~402.0B~~	Trucking, except local (Long Hauling)	~~0.001975~~ 0.00268
484110	~~402.0A~~	Trucking, local—~~Without storage~~	~~0.002676~~ 0.00268
	~~402~~	~~Trucks—Hauling freight~~	
~~448321~~	~~405.0R~~	~~Trunks and/or luggage—Retail~~	~~0.002698~~

~~423997~~	~~405.0W~~	~~Trunks and/or luggage—Wholesale~~	~~0.001873~~
~~325195~~	~~406~~	~~Turpentine reduction plant~~	~~0.001915~~
~~453213~~	~~407.0R~~	~~Typewriters and supplies—Retail~~	~~0.002368~~
~~423423~~	~~407.0W~~	~~Typewriters and supplies—Wholesale~~	~~0.002244~~
812210	~~408~~	Undertakers/Funeral Directors. And in addition, where caskets, shrouds, or other merchandise are sold a merchants-retail license shall also be purchased, based upon the receipts from the sale of such merchandise.	0.00430~~3~~
~~453989~~	~~409~~	~~United States government surplus goods (Army Navy stores) (surplus stores, retail)~~	~~0.002024~~
	~~410~~	~~Upholsterers, furniture and automobile~~	
~~811123~~	~~410.0B~~	~~Upholstery repair, automobile including vinyl automobile top installation, replacement or repair~~	~~0.002896~~
484112	~~411~~	Use of Streets, etc. Each person, firm, corporation, association or company who uses the streets, avenues, alleys or public roads of the city for unloading, distributing, disposing of, or delivering of goods, wares, produce or merchandise of any kind which said goods, wares, produce or merchandise was transported from a point without the city to a point within the city, shall pay a license equal to, but not in excess of the license paid for like volume by local licensees engaged in the same business.	~~0.002676~~ 0.00268
453310	~~410.1~~	Used Merchandise Stores	~~0.002881~~ 0.00209
452994	~~410.2~~	Variety Stores	~~0.002114~~ 0.00209
~~332999~~	~~412~~	~~Vaults~~	~~0.002347~~
~~485321~~	~~413~~	~~Vehicles (same as trucks). Motor, carrying goods or merchandise and/or dirt, clay, sand, soil or other building materials for hire or reward.~~	~~0.002676~~
454210	~~414~~	Vending ~~–~~ ~~machines.~~ Vending matches, gum, candy, postage stamps, cigarettes, popcorn, peanuts, or other articles, electric pianos, or for looking at pictures, soft drinks, weighing machines, soap, and other items, not otherwise specified (including vending machines vending	~~0.002024~~ 0.00238

		merchandise in industrial plants or on private property for use by employees) shall pay license on overall business. And in addition thereto for each machine operated that is dispensing, per annum, there shall be affixed a city decal:	
454216	~~414.V~~	Vending – Decal ~~City account with~~ Machines in city, per machine	$10.00
454213	~~414.CV~~	Vending – Decal ~~City account with~~ Machines in PJ, per machine	$5.00
~~454215~~	~~414.PV~~	~~PJ account with machines in city, per machine~~	~~$10.00~~
454211	~~414.0J~~	Vending – Juke Boxes (City) – Decal ~~City account with~~ machines in city, per machine	$25.00
454212	~~414.CJ~~	Vending – Juke Boxes (PJ) – Decal ~~City account with~~ machines in PJ, per machine	$12.50
	~~415~~	~~Veneering plants, manufacture~~	
	~~416~~	~~Venetian blinds~~	
~~321919~~	~~416.0M~~	~~Venetian blinds and shades, manufacture~~	~~0.002017~~
~~443116~~	~~417.1~~	~~Video equipment sales, service and installation~~	~~0.001908~~
624310	~~417.5~~	Vocations and Services, Not Otherwise Specified: Every person, and each member of a firm or partnership and each partnership, and each corporation engaged in any vocation or service shall pay a license based on his or its gross annual receipts as provided.	~~0.002896~~ 0.00302
	~~418~~	~~Warehouses~~	
493120	~~121~~	Warehousing – Cold Storage. Supplying cold storage for hire.	~~0.002285~~ 0.00281
~~493112~~	~~371~~	~~Warehousing – Storage of goods or merchandise~~	~~0.002814~~
493110	~~418.0A~~	Warehousing and Storage General	~~0.002814~~ 0.00281
493111	~~418.0B~~	Warehousing and Storage Household	~~0.004124~~ 0.00281

~~561623~~	~~419~~	~~Watchman service~~	~~0.002464~~
~~445295~~	~~420~~	~~Water dealers. Including sale of water to vessels or water craft. (Water, mineral—Retail)~~	~~0.002141~~
~~483211~~	~~421~~	~~Water transportation service, not elsewhere classified~~	~~0.002407~~
	~~422~~	~~Welding~~	
811310	~~339~~	~~Repair shops –~~ Welding	~~0.003054~~ 0.00300
~~811314~~	~~422.0A~~	~~Welding shops, except automobiles~~	~~0.003054~~
~~811315~~	~~422.0B~~	~~Welding, automobiles~~	~~0.002896~~
~~444194~~	~~292.0R~~	~~When sold by producers—Retail~~	~~0.001764~~
~~423993~~	~~292.0W~~	~~When sold by producers—Wholesale. See Code 169.1, Fence company installers not elsewhere classified (other than ornamental iron)~~	~~0.001668~~
~~423311~~	~~327.0W~~	~~Wholesale~~	~~0.001873~~
~~423941~~	~~364.0W~~	~~Wholesale~~	~~0.001873~~
423120	~~38.0W~~	Wholesale – Automobile Accessories, batteries, parts, supplies and/or tires~~— Wholesale~~	~~0.002017~~ 0.00215
423112	~~39.0W~~	Wholesale – Automobile Dealers~~, wholesale~~	~~0.001194~~ 0.00215
424490	~~50.0W~~	Wholesale – Bakery~~—Wholesale~~. Board of health permit required before license can be issued.	~~0.003054~~ 0.00215
423390	~~86.0W~~	Wholesale – Building Materials and Supplies—~~Wholesale (~~construction materials not otherwise classified)	~~0.001668~~ 0.00215
423450	~~142~~	Wholesale – Dental Supplies	~~0.002017~~ 0.00215
424210	~~154.0W~~	Wholesale – Drugs~~—Wholesale~~	~~0.001901~~ 0.00215
423620	~~160.0W~~	Wholesale – Electrical and/or Gas Appliances and/or supplies—~~Wholesale~~	~~0.001454~~ 0.00215
424421	~~351.0W~~	Wholesale – Fish and Seafoods—~~Wholesale~~	~~0.00107~~ 0.00215
423210	~~188.0W~~	Wholesale – Furniture~~—Wholesale~~	~~0.001866~~ 0.00215

424720	~~195~~	Wholesale – Gasoline – ~~Wholesale~~. Each person engaged in the business of selling gasoline and/or other petroleum products at wholesale and for delivering gasoline within the city and/or its police jurisdiction shall pay an annual license on gross sales from the preceding year. In addition to this license, there is a monthly license tax of four (4) cents per gallon charged in the city limits and two (2) cents per gallon charged in the police jurisdiction.	~~0.000762~~ 0.00215
424410	~~205.0W~~	Wholesale – Groceries~~—Wholesale~~	~~0.000934~~ 0.00215
423931	~~227.0W~~	Wholesale – Junk shops / Yards and Dealers~~—Wholesale~~. Provided, that persons dealing in, purchasing or disposing of old castings and metals of any kind, wastepaper, rags and like materials, are hereby declared to be keepers of junk shops and subject to the requirements herein set forth.	~~0.001838~~ 0.00215
		~~Wholesale – Lumber—Wholesale~~	
423860	~~268.0W~~	Wholesale – Motor Boats (engines, inboard or outboard), hulls, supplies (new or used)~~—Wholesale~~	~~0.001675~~ 0.00215
423110	~~269.0W~~	Wholesale – Motorcycles and Motor Bikes, motor scooters and ~~supplies— Wholesale~~	~~0.001194~~ 0.00215
424711	~~284.0W~~	Wholesale – Oil Dealers (crude or fuel oil exclusively)—Wholesale	~~0.002045~~ 0.00215
423720	~~323.0W~~	Wholesale – Plumbing Fixtures and Supplies~~—Wholesale~~	~~0.00175~~ 0.00215
424481	~~330.0W~~	Wholesale – Produce and Fruit Dealers~~—Wholesale~~	~~0.001124~~ 0.00215
424940	~~388.0W~~	Wholesale – ~~Retail~~ Tobacco and Tobacco Products~~—Wholesale~~	~~0.000707~~ 0.00215
~~424912~~	~~149.0W~~	~~Wholesale (W)~~	~~0.001846~~
~~423991~~	~~267.0W~~	~~Wholesale a~~	~~0.002347~~
~~327991~~	~~267.0A~~	~~Wholesale b (a) Any person, firm or corporation not located within the corporate limits of the city or its police jurisdiction, soliciting or doing business in this line either directly or through an unauthorized or unlicensed agent, in addition to the license above required, the sum of $300.00. (Adopted 9-29-59)~~	
~~423310~~	~~239.0W~~	~~Wholesale dealer in lumber (lumber, plywood, millwork) – As used herein, the term "wholesale dealer in lumber" is defined as a person, firm or corporation who buys and sells lumber in wholesale~~	~~0.001248~~

		~~quantities, by carload, or truckload, without making deliveries therefrom from a yard in the city, and who does not operate machinery; and such term shall include 79lanni wholesalers, brokers, commission buyers, and sellers, operating an 79lanni in the city but not include manufacturers of lumber who sell their own lumber in wholesale lots and this schedule shall not apply to concentration yards, saw mills, or 79lanning mills, or 79lanning mills paying a license under paragraph (a) of this schedule.~~	
	~~426~~	~~Wholesale sale: A sale by wholesalers to licensed businesses, retail merchants, jobbers, dealers or other wholesalers for resale; and sales to licensed industrial plants, manufacturers, contractors, and governmental bodies for use or consumption, not for resale.~~	
423990	~~426.0A~~	Wholesale Trade—Durable Goods	~~0.001736~~ 0.00215
424990	~~426.0B~~	Wholesale Trade—Nondurable Goods	~~0.001229~~ 0.00215
711191	~~427~~	Wild West Shows Minimum license, per day	~~0.003658~~ 0.00431 $100.00
~~561722~~	~~428.0A~~	~~Window cleaning~~	~~0.002779~~
~~448120~~	~~117.1B~~	~~Women's ready-to-wear stores~~	~~0.00236~~
~~454319~~	~~429~~	~~Wood dealers. Wood and coal dealers—Retail~~	~~0.001454~~
~~321920~~	~~429.1~~	~~Wood pallets and skids~~	~~0.002258~~
488410	~~431~~	Wrecker Companies-Towing Services – Wrecker companies must conform to city ord. Ch. 63 – city wrecker ordinance. If on city rotation, truck(s) will need to be inspected by the city police department prior to licensing. May need 488411 if more than one storage lot.	~~0.002834~~ 0.00283
488411	~~431.1~~	Wrecker Branches/Offices - (a) Wrecker branch~~es~~, or office, where vehicles are received, delivered, or stored, regardless of whether a part of the repair work is done there or elsewhere. May need 488410 if Main Branch	$50.00

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

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

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

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

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

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

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

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

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

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

(b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than seven days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City Revenue Department, at the time application is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

(c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 10: Section 34-75(b)

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

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

Section 11: Section 34-105(b)

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

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

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

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

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

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

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

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

Section 13: Miscellaneous provisions:

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

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

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

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

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

ADOPTED:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/14/2023

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

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

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/28/2023 - 12:59 PM

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

WHEREAS, a Planned Unit Development (PUD) was approved on June 3, 2021 to allow shared access between multiple building sites, and multiple buildings on a single building site on property located at 6301 Grelot Road and described as follows:

LOT 1, CHRIST UNITED METHODIST CHURCH SUB01V1SION AS PER PLAT RECORDED IN MAP BOOK 77, PAGE 18 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA

ALSO LOT 3A, IS PER PLAT RECORDED IN MAP BOOK 91, PAGE 122 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA

ALSO LOTS 1, 2, AND 3 OF RESUBDIVISION OF LOTS 2A CHRIST UNITED METHODIST CHURCH SUBDIVISION RESUBDIVISION OF LOTS 2 & 3 AS RECORDED IN INSTRUMENT #2021046151 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA.

WHEREAS, the owner of said property applied for a Major Modification of a previously approved Planned Unit Development on July 17, 2023 to be consistent with the proposed subdivision.

WHEREAS, the Planning Commission held a public hearing on the requested modification on September 7, 2023 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Provision of a note on a recorded site plan stating future development or development of the site may require additional Modification of the PUD to be approved by the Planning Commission and City Council;
2. Provision of a note on a recorded site plan stating any changes to the scope of operations or the building footprint for the church located at 6101 Grelot Road will require Modification to the Previously Approved Planning Approval;
3. Extension of the access easement along Hillcrest Road to include both proposed access points from Lot B;
4. Removal of the note stating "Any dumpster to be installed in compliance with Section 64-4.D.P. of the Zoning Ordinance";
5. Revision of notes on the site plan referencing tree planting and landscape area requirements, in addition to parking screening, to reflect the applicable standards in the UDC;

6. Compliance with all Engineering comments noted in the staff report;
7. Compliance with all Traffic Engineering comments noted in the staff report;
8. Compliance with all Urban Forestry comments noted in the staff report;
9. Compliance with all Fire Department comments noted in the staff report;
10. 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,
11. 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;
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 Major Modification of the PUD is hereby approved with the following required conditions:

1. Provision of a note on a recorded site plan stating future development or development of the site may require additional Modification of the PUD to be approved by the Planning Commission and City Council;
2. Provision of a note on a recorded site plan stating any changes to the scope of operations or the building footprint for the church located at 6101 Grelot Road will require Modification to the Previously Approved Planning Approval;
3. Extension of the access easement along Hillcrest Road to include both proposed access points from Lot B;
4. Removal of the note stating "Any dumpster to be installed in compliance with Section 64-4.D.P. of the Zoning Ordinance";

5. Revision of notes on the site plan referencing tree planting and landscape area requirements, in addition to parking screening, to reflect the applicable standards in the UDC;
6. Compliance with all Engineering comments noted in the staff report;
7. Compliance with all Traffic Engineering comments noted in the staff report;
8. Compliance with all Urban Forestry comments noted in the staff report;
9. Compliance with all Fire Department comments noted in the staff report;
10. 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,
11. 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

Christ United Methodist Church
6301 Grelot Road
Council District 6
Josh Woods

41-1106 **2023**

RESOLUTION

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

Adopted: OCT 0 3 2023

Lara Pagenbach-Dauer

ASSISTANT City Clerk

Notice of Public Hearing for the Modification of a Previously Approved Planned Unit Development for Property Located at 6301 Grelot Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted September 6, 2022, a public hearing will be held on the 8th day of November, 2023, at 10:30 a.m., to consider adoption of an ordinance for the modification of a previously approved Planned Unit Development to be consistent with the proposed subdivision.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planned Unit Development (PUD) was approved on June 3, 2021 to allow shared access between multiple building sites, and multiple buildings on a single building site on property located at 6301 Grelot Road and described as follows:

LOT 1, CHRIST UNITED METHODIST CHURCH SUB01V1SION AS PER PLAT RECORDED IN MAP BOOK 77, PAGE 18 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA

ALSO LOT 3A, IS PER PLAT RECORDED IN MAP BOOK 91, PAGE 122 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA

ALSO LOTS 1, 2, AND 3 OF RESUBDIVISION OF LOTS 2A CHRIST UNITED METHODIST CHURCH SUBDIVISION RESUBDIVISION OF LOTS 2 & 3 AS RECORDED IN INSTRUMENT #2021046151 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA.

WHEREAS, the owner of said property applied for a Major Modification of a previously approved Planned Unit Development on July 17, 2023 to be consistent with the proposed subdivision.

WHEREAS, the Planning Commission held a public hearing on the requested modification on September 7, 2023 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Provision of a note on a recorded site plan stating future development or development of the site may require additional Modification of the PUD to be approved by the Planning Commission and City Council;
2. Provision of a note on a recorded site plan stating any changes to the scope of operations or the building footprint for the church located at 6101 Grelot Road will require Modification to the Previously Approved Planning Approval;

3. Extension of the access easement along Hillcrest Road to include both proposed access points from Lot B;
4. Removal of the note stating "Any dumpster to be installed in compliance with Section 64-4.D.P. of the Zoning Ordinance";
5. Revision of notes on the site plan referencing tree planting and landscape area requirements, in addition to parking screening, to reflect the applicable standards in the UDC;
6. Compliance with all Engineering comments noted in the staff report;
7. Compliance with all Traffic Engineering comments noted in the staff report;
8. Compliance with all Urban Forestry comments noted in the staff report;
9. Compliance with all Fire Department comments noted in the staff report;
10. 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,
11. 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;
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 Major Modification of the PUD is hereby approved with the following required conditions:

1. Provision of a note on a recorded site plan stating future development or development of the site may require additional Modification of the PUD to be approved by the Planning Commission and City Council;
2. Provision of a note on a recorded site plan stating any changes to the scope of operations or the building footprint for the church located at 6101 Grelot Road will require Modification to the Previously Approved Planning Approval;
3. Extension of the access easement along Hillcrest Road to include both proposed access points from Lot B;
4. Removal of the note stating "Any dumpster to be installed in compliance with Section 64-4.D.P. of the Zoning Ordinance";

5. Revision of notes on the site plan referencing tree planting and landscape area requirements, in addition to parking screening, to reflect the applicable standards in the UDC;
6. Compliance with all Engineering comments noted in the staff report;
7. Compliance with all Traffic Engineering comments noted in the staff report;
8. Compliance with all Urban Forestry comments noted in the staff report;
9. Compliance with all Fire Department comments noted in the staff report;
10. 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,
11. 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 8th 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 11th day of October, 2023 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 6301 Grelot Road.

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on June 3, 2021. The owner of said property has applied for a Major Modification of a previously approved Planned Unit Development to be consistent with the proposed subdivision. If approved, the modification of the previously approved Planned Unit Development is subject to the following proposed conditions: 1. Provision of a note on a recorded site plan stating future development or development of the site may require additional Modification of the PUD to be approved by the Planning Commission and City Council; 2. Provision of a note on a recorded site plan stating any changes to the scope of operations or the building footprint for the church located at 6101 Grelot Road will require Modification to the Previously Approved Planning Approval; 3. Extension of the access easement along Hillcrest Road to include both proposed access points from Lot B; 4. Removal of the note stating "Any dumpster to be installed in compliance with Section 64-4.D.P. of the Zoning Ordinance"; 5. Revision of notes on the site plan referencing tree planting and landscape area requirements, in addition to parking screening, to reflect the applicable standards in the UDC; 6. Compliance with all Engineering comments noted in the staff report; 7. Compliance with all Traffic Engineering comments noted in the staff report; 8. Compliance with all Urban Forestry comments noted in the staff report; 9. Compliance with all Fire Department comments noted in the staff report; 10. 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, 11. 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.

Smith Clark & Associates
11111 U. S. Highway 31, Suite F
Spanish Fort, AL 36527

Christ United Methodist Church
6101 Grelot Road
Mobile, AL 36609

Ronny's Car Wash of Mobile
c/o Steven Campbell
7021 Charleston Oaks Dr. S.
Mobile, AL 36695

Grand Self Storage, LLC
150 Government St., Ste. 1003A
Mobile, AL 36602

CVS 7671 AL, LLC
c/o CVS Health Corporation
1 CVS Drive
Woonsocket, RI 02895

Atalaya, Cooper Street, Forest View, &
HVG Ashford Place
c/o Highlands Vista Group
1800 Glenarm Place, Suite 701
Denver, CO 80202

City of Mobile
P. O. Box 1827
Mobile, AL 36633

County of Mobile
P. O. Box 1443
Mobile, AL 36633

Summit Hillcrest, LLC
c/o Summit Equity Investments, Inc.
13063 Ventura Blvd., #200
Studio City, CA 91604

Rosalyn Jongebloed Salter
9565 Scott Dairy Loop Road S.
Mobile, AL 36695

Revocable Trust Walter A. Jones
2417 Huffman Drive West
Mobile, AL 36693

Sandra P. Laurendine
6400 Sugar Creek Drive N.
Mobile, AL 36695

CMF III Lenox Gates, LLC
4890 W. Kennedy Blvd., Ste 200
Tampa, FL 33609

Nam Kyu Yoon
3399 Woodward Drive
Mobile, AL 36695

Phuong P. Hoang
1436 Hillcrest Road
Mobile, AL 36695

TSW Enterprises, LLC
3900 Montclaire Way
Mobile, AL 36609

William S. Owens
106 N. Creek Circle
Fairhope, AL 36532

M D Price Builder, Inc.
2104 Belmont Court
Mobile, AL 36695

Jimmy & Sheila Andrews, Jr. Revocable
Trust, Trustees
1628 Sugar Creek Drive W.
Mobile, AL 36695

Alfa Mutual Insurance Company
Attn: Barry Grace
P. O. Box 11000
Montgomery, AL 36111

Curtis L. Rabel, Life Estate
3372 Schillinger Road S.
Mobile, AL 36695

McDonald's Corporation
P. O. Box 182571
Columbus, OH 43218

CAE Properties I, LLC
2862 Dauphin Street
Mobile, AL 36606

Live Life Realty, LLC
26050 Predazzer Ln., Suite D
Daphne, AL 36526

Quackenbush Family Partnership, Ltd
703 Merwina Avenue
Mobile, AL 36606

Benjawan Tripatcha
6616 Apple Cross Drive N.
Mobile, AL 36695

D'Iberville Properties, LLC
P. O. Box 850098
Mobile, AL 36685

Jack T. Billiings, Jr., Trustee
c/o X-L Services, Inc.
834 W. Poplar Ave, Suite 1
Collierville, TN 38017

Hillcrest Marketplace Investors, LLC
240 Brookstone Centre Parkway
Columbus, GA 31904

Topping II, LLC
2525 S. Brentwood Blvd., Suite 103
St. Louis, MO 63144

Storage Trust Properties, LP
Dept PT AL 28185
P. O. Box 25025
Glendale, CA 91201

Grelot Mini Storage, Inc.
Dept PT AL 28185
P. O. Box 25025
Glendale, CA 91201

Macarthur Place POA
c/o Graham, Brawn, & Dutton
6000 Grelot Road
Mobile, AL 36609

Grelot Properties, LLC
6110 Grelot Road
Mobile, AL 36609

Norris & Sharon Stanford
6113 Macarthur Place Ct. S.
Mobile, AL 36695

Michael Seymour
7285 Sable Palms Drive
Mobile, AL 36695

Theodore & Carmel Alvis
6105 Macarthur Place Ct. S.
Mobile, AL 36695

Patrick Johns
6101 Macarthur Place Ct. S.
Mobile, AL 36695

Curtis & Avery Railey
1274 Savannah Drive
Mobile, AL 36609

Thomas & Ruth Peavy, II
1278 Savannah Drive
Mobile, AL 36609

Hamed A. Tefaghi
1282 Savannah Drive
Mobile, AL 36609

Savannah Joint Venture
c/o Savannah Trace Owners Assoc.
P. O. Box 91674
Mobile, AL 36691

THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

September 26, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of September 7, 2023 considered the request of Christ United Methodist Church, for a Major Modification of a Previously Approved Planned Unit Development (PUD) to be consistent with the proposed subdivision for the property located at 6301 Grelot Road.

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

1. Provision of a note on a recorded site plan stating future development or development of the site may require additional Modification of the PUD to be approved by the Planning Commission and City Council;
2. Provision of a note on a recorded site plan stating any changes to the scope of operations or the building footprint for the church located at 6101 Grelot Road will require Modification to the Previously Approved Planning Approval;
3. Extension of the access easement along Hillcrest Road to include both proposed access points from Lot B;
4. Removal of the note stating "Any dumpster to be installed in compliance with Section 64-4.D.P. of the Zoning Ordinance";
5. Revision of notes on the site plan referencing tree planting and landscape area requirements, in addition to parking screening, to reflect the applicable standards in the UDC;
6. Compliance with all Engineering comments noted in the staff report;
7. Compliance with all Traffic Engineering comments noted in the staff report;
8. Compliance with all Urban Forestry comments noted in the staff report;

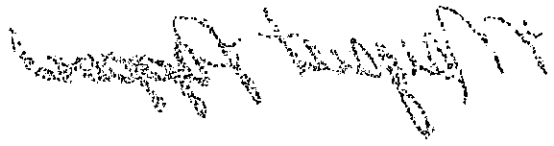
9. Compliance with all Fire Department comments noted in the staff report;
10. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
11. 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 12, 2023

Hunter Smith
Smith Clark & Associates, LLC
30941 Mill Lane
Suite G
Box 258
Spanish Fort, Alabama 36527

Re: 6301 Grelot Road
MOD-002587-2023
Christ United Methodist Church Subdivision, Resubdivision of Lot 1, Resubdivision of Lot 2A
District 6
Modification of a previously approved Planned Unit Development to be consistent with the proposed subdivision.

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

At its meeting on September 7, 2023, the Planning Commission considered the above referenced application.

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

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

Based on the above criteria, the Planning Commission voted to recommend Approval of the Major PUD Modification to the City Council, subject to the following conditions:

1. Provision of a note on a recorded site plan stating future development or development of the site may require additional Modification of the PUD to be approved by the Planning Commission and City Council;

2. Provision of a note on a recorded site plan stating any changes to the scope of operations or the building footprint for the church located at 6101 Grelot Road will require Modification to the Previously Approved Planning Approval;
3. Extension of the access easement along Hillcrest Road to include both proposed access points from Lot B;
4. Removal of the note stating "Any dumpster to be installed in compliance with Section 64-4.D.P. of the Zoning Ordinance";
5. Revision of notes on the site plan referencing tree planting and landscape area requirements, in addition to parking screening, to reflect the applicable standards in the UDC;
6. Compliance with all Engineering comments noted in the staff report;
7. Compliance with all Traffic Engineering comments noted in the staff report;
8. Compliance with all Urban Forestry comments noted in the staff report;
9. Compliance with all Fire Department comments noted in the staff report;
10. 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,
11. 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 $528.96. 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

MOBILE CITY PLANNING COMMISSION
August 11, 2023
PUBLIC HEARING NOTICE

NOTICE OF HOLDOVER

Re: 6301 Grelot Road
Christ United Methodist Church Subdivision, Resubdivision of Lot 1,
Resubdivision of Lot 2A
MOD-002587-2023
Hunter Smith or Daniel Clark, Smith Clark & Associates, LLC
District 6
Modification of a previously approved Planned Unit Development to be consistent with the proposed subdivision.

Dear Applicant(s) / Owner(s):

Per the applicant's request, the above referenced application has been HELDOVER to the City of Mobile's Planning Commission meeting on Thursday, September 7, 2023, at 2:00 pm.

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, September 6, 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 11, 2023
PUBLIC HEARING NOTICE

NOTICE OF HOLDOVER

Re: 6301 Grelot Road
Christ United Methodist Church Subdivision, Resubdivision of Lot 1, Resubdivision of Lot 2A
MOD-002587-2023
Hunter Smith or Daniel Clark, Smith Clark & Associates, LLC
District 6
Modification of a previously approved Planned Unit Development to be consistent with the proposed subdivision.

Dear Property Owner(s):

Per the applicant's request, the above referenced application has been HELDOVER to the City of Mobile's Planning Commission meeting on Thursday, September 7, 2023, at 2:00 pm.

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

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, September 6, 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.

SMITH CLARK & ASSOCIATES land surveyors

August 11, 2023

City of Mobile
Planning & Zoning

RE: MOD-002587-2023 & SUB-002557-2023 / Holdover

Good afternoon Marie,
Per your conversation/email with Danny Clark, please holdover the two referenced submittals for Christ United Methodist Church to the September 7th meeting. We will revise the submittal to include Lot B as part of the PUD in lieu of removing it as previously submitted. The revised application & site plans will be submitted no later than Friday, August 18th.

Thank you,

Nicole Palmer
Smith Clark & Associates, LLC

30941 Mill Lane, Suite G, Box 258 • Spanish Fort, AL 36527 • (251) 626-0404
danny@smithclarkllc.com

MOBILE CITY PLANNING COMMISSION
July 25, 2023
PUBLIC HEARING NOTICE

Re: 6301 Grelot Road
Christ United Methodist Church Subdivision, Resubdivision of Lot 1,
Resubdivision of Lot 2A
MOD-002587-2023
Hunter Smith or Daniel Clark, Smith Clark & Associates, LLC
District 6
Modification of a previously approved Planned Unit Development to be consistent with the proposed subdivision.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, August 17, 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, August 16, 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
July 25, 2023
PUBLIC HEARING NOTICE

Re: 6301 Grelot Road
Christ United Methodist Church Subdivision, Resubdivision of Lot 1,
Resubdivision of Lot 2A
MOD-002587-2023
Hunter Smith or Daniel Clark, Smith Clark & Associates, LLC
District 6
Modification of a previously approved Planned Unit Development to be consistent with the proposed subdivision.

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, August 17, 2023, at 2:00 p.m., to consider the above referenced application.

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

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, August 16, 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:	Hunter Smith or Daniel Clark	Same as Applicant
Firm:	Smith Clark & Associates, LLC	
Phone:	251-626-0404	
Email:	danny@smithclarkllc.com	
Address:	30941 Mill Ln, Ste G Box 258, Spanish Fort AL 36527	

	Owner	Design Professional
Name:	Rob Blackwell, Administrator	
Firm:	Christ United Methodist Church	
Phone:	251-232-4148	
Email:	rob.blackwell@christunited.com	
Address:	6101 Grelot Rd, Mobile AL 36609	

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

0 Grelot Rd, Mobile
Property Address

19.3 Acres
Property Area (acres or square feet)

KEY2670292
Parcel Number(s) or Key Number(s)

B-3
Present Zoning or Transect District

n/a
Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Owner Signature

Date

2023.07.17
Applicant or Agent Signature (if applicable)

7/17/2023
Date

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

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

2023.07.17
Applicant or Agent Signature

7/17/2023
Date

CHECKLIST D
Previously approved Planning Approvals and Planned Unit Developments

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

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

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

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1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   This modification is to remove a portion of the property from the PUD. It will not affect the Comprehensive Plan.

   Neighborhood Center - Suburban
   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
   This modification is to remove a portion of the property from the PUD. It will not affect the character or the surrounding neighborhood.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
   This modification is to remove a portion of the property from the PUD. It will not impact the development of adjacent property.

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

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

6. Please provide the following information:

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

This modification is to remove a portion of the property from the PUD. No new structures will be added by this modification.

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

This modification is to remove a portion of the property from the PUD. No new landscaping will be added by this modification.

☐ Lighting:

This modification is to remove a portion of the property from the PUD. No new lighting will be added by modification.

☐ Hours of operation:

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

n/a

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

This modification is to remove a portion of the property from the PUD. No elements will be added that would be detrimental to the publics health, safety or general welfare by this modification.

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

This modification is to remove a portion of the property from the PUD.

SMITH CLARK & ASSOCIATES
land surveyors

AGENT AUTHORIZATION FORM

Property Owner(s)

Company Name: Christ United Methodist Church
Mailing Address: 6101 Grelot Rd
City, State & Zip Code: Mobile, AL 36609
Email:

Authorized Agent

Name: Hunter C. Smith or Daniel Clark / Smith Clark & Associates
Mailing Address: 30941 Mill Lane, Suite G, Box 258
City: Spanish Fort State: AL Zip Code: 36527
Telephone: (251) 626-0404 Email: hunter@smithclarkllc.com

Authorized for:

- ☒ Subdivision
- ☐ Building Permit
- ☐ Land Disturbance/Land Use
- ☐ Sign Permit & Construction
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☐ Annexation

Property Information

Parcel ID Information: KEY02670292

Property Address: 6301 Grelot Rd, Mobile

I/We, the owner(s) of the above referenced property, hereby authorize and permit the Authorized Agent to act as my/our representative and agent in any matter as described above. I/We understand that the Authorized Agents representation may include but not be limited to decisions related to status, conditions, or withdrawal of this application.

Authorized Representative

6/13/23
Date

Administrator
Title

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project: Resub of Lot 1 of the Resub of Lot 2A Christ United Methodist Church

Address: 0 Grelot Rd, Mobile

Owner: Christ United Methodist Church, Rob Blackwell Administrator

Address: 6101 Grelot Rd, Mobile Zip Code: 36609

Phone: 251-232-4148 Fax: n/a Email: rob.blackwell@christunited.com

Authorized Agent: Smith Clark & Associates, LLC / Daniel Clark or Hunter Smith

Address: 30941 Mill Ln, Ste G Box 258, Spanish Fort Zip Code: 36527

Phone: 251-626-0404 Fax: n/a Email: danny@smithclarkllc.com

Contractor:

Address: Zip Code:

Phone: Fax: Email:

Civil Engineer:

Address: Zip Code:

Phone: Fax: Email:

Architect:

Address: Zip Code:

Phone: Fax: Email:

Submitted by:

Signature

DANIEL CLARK
Print

6/15/23
Date

AUTHORIZED AGENT
Affiliation to project/Organization

SMITH CLARK & ASSOCIATES land surveyors

July 17, 2023

Planning & Zoning
City of Mobile

RE: Christ United Methodist Church PUD Modification Justification

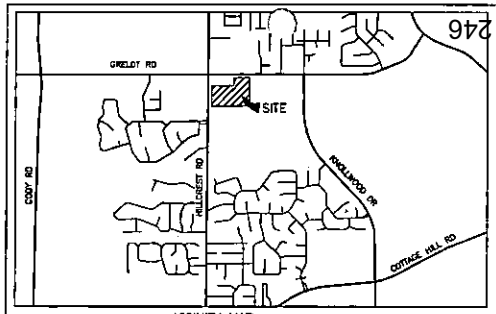
Smith, Clark & Associates is submitting, on the behalf of Christ United Methodist Church, a request to modify their existing PUD. Christ United Methodist Church intends to sell a lot, being created by a simultaneous subdivision application to a third party. The third party intends to develop the property in line with current zoning and regulations outside the existing PUD. This request is to remove approximately 1.45 AC from the existing PUD.

Sincerely,

Daniel Clark
2023.07.17
12:23:03-05'00'

Daniel Clark, PLS
Vice-President
Smith,Clark & Associates, LLC

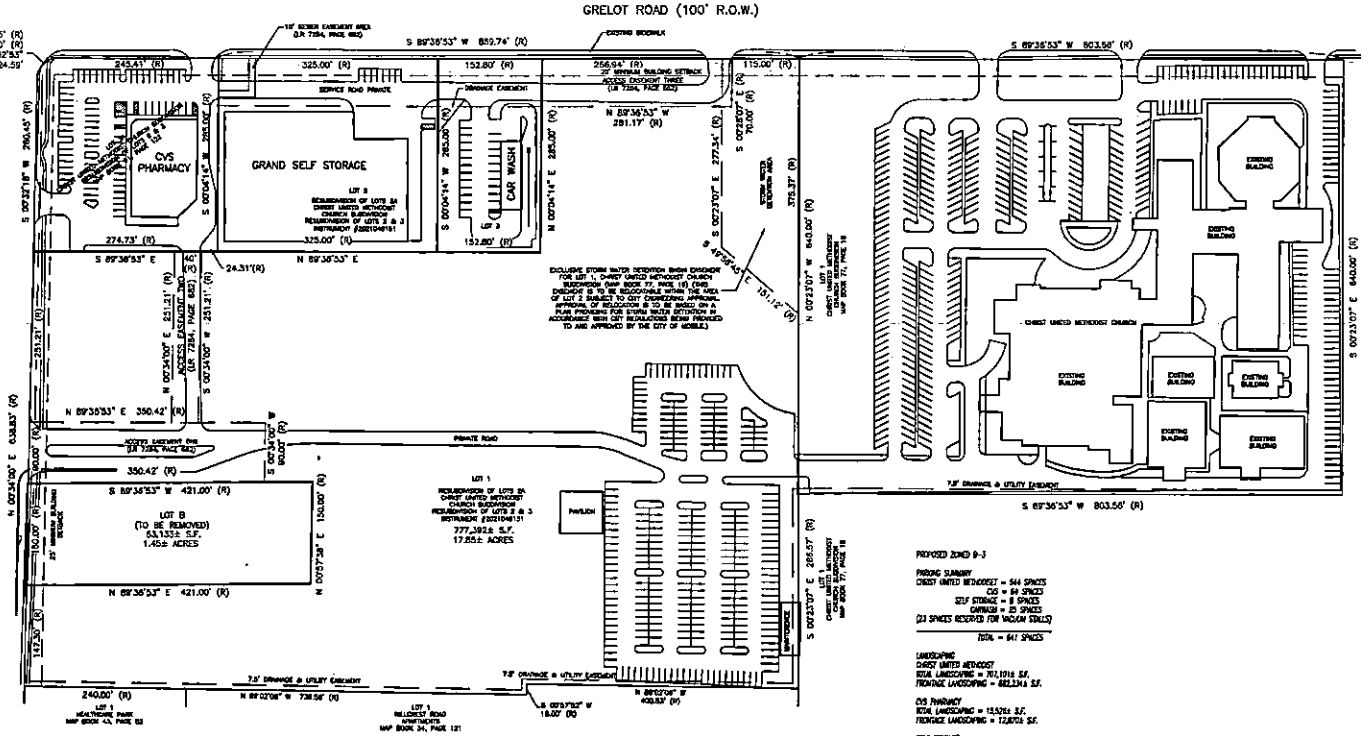
30941 Mill Ln. Suite G, Box 258 • Spanish Fort, AL 36527•
(251) 626-0404
danny@smithclarkllc.com



VICINITY MAP
NOT TO SCALE

GRELOT ROAD (100' R.O.W.)

HILLCREST ROAD (100' R.O.W.)



EXCLUSIVE STORM WATER DETENTION BASIN EASEMENT FOR LOT 1, CHRIST UNITED METHODIST CHURCH SUBDIVISION (MAP BOOK 77, PAGE 18). (THIS EASEMENT IS TO BE RELOCATABLE WITHIN THE AREA OF LOT 2 SUBJECT TO CITY ENGINEERING APPROVAL. APPROVAL OF RELOCATION IS TO BE BASED ON A PLAN PROVIDING FOR STORM WATER DETENTION IN ACCORDANCE WITH CITY REGULATIONS BEING PROVIDED TO AND APPROVED BY THE CITY OF MOBILE.)

PROPOSED ZONE B-3

PARKING SUMMARY
CHRIST UNITED METHODIST = 544 SPACES
CVS = 64 SPACES
SELF STORAGE = 8 SPACES
CARWASH = 25 SPACES
(23 SPACES RESERVED FOR VACUUM STALLS)
TOTAL = 641 SPACES

LANDSCAPING
CHRIST UNITED METHODIST
TOTAL LANDSCAPING = 767,101± S.F.
FRONTAGE LANDSCAPING = 883,334± S.F.

CVS PHARMACY
TOTAL LANDSCAPING = 13,524± S.F.
FRONTAGE LANDSCAPING = 12,807± S.F.

SELF STORAGE
TOTAL LANDSCAPING = 22,867± S.F.
FRONTAGE LANDSCAPING = 14,484± S.F.

CARWASH
TOTAL LANDSCAPING = 16,878± S.F.
FRONTAGE LANDSCAPING = 8,579± S.F.

TOTAL PUD AREA
TOTAL LANDSCAPING = 762,342± S.F.
FRONTAGE LANDSCAPING = 898,473± S.F.

PUD NOTES:

1) WASTE REMOVAL FOR THE SELF STORAGE WILL BE CURB SIDE PICK UP. WASTE REMOVAL FOR THE CAR WASH WILL UTILIZE A SMALL DUMPSTER LOCATED ON SITE.

2) ALL NEW DUMPSTERS WILL COMPLY WITH THE SANITARY SEWER CONNECTION AND ENCLOSURE REQUIREMENTS.

3) ANY FUTURE CHANGES TO THE SITE PLAN WILL REQUIRE A NEW PLANNED UNIT DEVELOPMENT.

4) SELF STORAGE BUILDING ON LOT 2 IS LIMITED TO MASONRY AND STUCCO MATERIALS FOR FAÇADE FRONTING GRELOT ROAD.

5) CITY OF MOBILE ENGINEERING DEPARTMENT NOTES:
1. ANY WORK PERFORMED IN THE EXISTING ROW (RIGHT-OF-WAY) SUCH AS DRIVEWAYS, SIDEWALKS, UTILITY CONNECTIONS, GRADING, DRAINAGE, EROSION, OR LANDSCAPING WILL REQUIRE A ROW PERMIT FROM THE CITY OF MOBILE ENGINEERING DEPARTMENT (208-6070) AND MUST COMPLY WITH THE CITY OF MOBILE ROW-OF-WAY CONSTRUCTION AND ADMINISTRATION ORDINANCE (MOBILE CITY CODE, CHAPTER 57, ARTICLE VIII).
2. A LAND DISTURBANCE PERMIT APPLICATION SHALL BE SUBMITTED FOR ANY PROPOSED LAND DISTURBING ACTIVITY WITHIN THE PROPERTY. A COMPLETE SET OF CONSTRUCTION PLANS FOR THE SITE WORK INCLUDING, BUT NOT LIMITED TO, DRAINAGE, UTILITIES, GRADING, STORM WATER DETENTION SYSTEMS, PAVING WILL NEED TO BE INCLUDED WITH THE LAND DISTURBANCE PERMIT. THIS PERMIT MUST BE SUBMITTED, APPROVED AND ISSUED PRIOR TO BEGINNING ANY OF THE CONSTRUCTION WORK.
3. ANY AND ALL PROPOSED LAND DISTURBING ACTIVITY WITHIN THE PROPERTY WILL NEED TO BE SUBMITTED FOR REVIEW AND BE IN CONFORMANCE WITH MOBILE CITY CODE, CHAPTER 17, STORM WATER MANAGEMENT AND FLOOD CONTROL; THE CITY OF MOBILE, ALABAMA FLOOD PLAIN MANAGEMENT PLAN (1984); AND, THE RULES FOR EROSION AND SEDIMENTATION CONTROL AND STORMWATER RUNOFF CONTROL.
4. ANY EXISTING OR PROPOSED DETENTION FACILITY SHALL BE MAINTAINED AS IT WAS CONSTRUCTED AND APPROVED. THE LAND DISTURBANCE PERMIT APPLICATION FOR ANY PROPOSED CONSTRUCTION INCLUDES A REQUIREMENT OF A MAINTENANCE AND INSPECTION PLAN (SIGNED AND NOTARIZED BY THE OWNER) FOR THE DETENTION FACILITY. THIS PLAN SHALL RUN WITH THE LAND AND BE RECORDED BY 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 BUMP-OUT, 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 DEVELOPMENT MUST COMPLY WITH ALL ENGINEERING DEPARTMENT POLICY LETTERS. SITE IS LIMITED TO THE DRIVEWAYS AS ILLUSTRATED ON THE APPROVED PUD, WITH ANY CHANGES IN SIZE, LOCATION, AND DESIGN TO BE APPROVED BY TRAFFIC ENGINEERING AND CONFORM TO AASHTO STANDARDS. REQUIRED ONSITE PARKING, INCLUDING ADA HANDICAP SPACES, SHALL MEET THE MINIMUM STANDARDS AS DEFINED IN SECTION 64-6 OF THE CITY'S ZONING ORDINANCE. 5 ZONING ORDINANCE.

7) 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 61-929 AND CITY CODE CHAPTERS 57 AND 64). PRIVATE REMOVAL OF TREES IN THE RIGHT-OF-WAY WILL REQUIRE A TREE REMOVAL PERMIT.

8) ALL PROJECTS WITHIN THE CITY LIMITS OF MOBILE SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY OF MOBILE FIRE CODE ORDINANCE. (2018 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 OF NON-SPRINKLED COMMERCIAL BUILDINGS AND 600 OF SPRINKLED COMMERCIAL BUILDINGS. OF SPRINKLED COMMERCIAL BUILDINGS.

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

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

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

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

13) ANY PROPOSED DUMPSTER TO BE INSTALLED IN COMPLIANCE WITH SECTION 64-4.D.9. OF THE ZONING ORDINANCE.

GENERAL NOTES:

1. F.E.M.A. FLOOD INSURANCE RATE MAP NO. 01097C0263 J AND 01097C0541 L, COMMUNITY NO. 015307, DATED JUNE 6, 2018 INDICATES THAT THIS PROPERTY IS LOCATED IN "ZONE X(UNSHADED)", ZONE X(UNSHADED) - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
2. ACTUAL BEARINGS SHOWN ARE REFERENCED TO STATE PLANE COORDINATES (NAD 1983 NAD 83, U.S. SURVEY FEET.
RECORD BEARING SHOWN TAKEN FROM RECORDED PLAT CHRIST UNITED METHODIST CHURCH SUBDIVISION, RESUBDIVISION OF LOTS 2 AND 3 AS RECORDED IN MAP BOOK 61, PAGE 122.
3. NO STRUCTURES SHALL BE CONSTRUCTED OR PLACED WITHIN ANY EASEMENT WITHOUT PERMISSION OF THE EASEMENT HOLDER.
4. ALL EASEMENT SHALL REMAIN IN EFFECT UNTIL VACATED THROUGH THE PROPER VACATION PROCESS.
5. ANY ON-SITE PARKING, INCLUDING ADA HANDICAP SPACES, SHOULD MEET THE MINIMUM STANDARDS AS DEFINED IN SECTION 64-6 OF THE CITY'S ZONING ORDINANCE.

0 100 200

EASEMENT LEGEND
- △ CMF — CAPPED IRON ROD FOUND
- △ CTF — CAPPED TOP PIPE FOUND
- △ CWF — CONCRETE MONUMENT FOUND
- △ OTF — OPEN TOP IRON PIPE FOUND
- △ RMF — BENT IRON FOUND
- △ PKF — IRON PIN FOUND
- ○ CRS — CAPPED IRON ROD SET
- (R) — RECORD
- (M) — MEASURED
- P.O.B. — POINT OF BEGINNING
- P.O.C. — POINT OF COMMENCEMENT
- P.O.B. — POINT OF BEGINNING
- — — —

Planning Commission
September 7, 2023

Agenda Item # 7

SUB-002557-2023 & MOD-002587-2023

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – PUD Modification

DETAILS

Location:
6301 Grelot Road

Subdivision Name:
Christ United Methodist Church Subdivision, Resubdivision of Lot 1, Resubdivision of Lot 2A

Applicant / Agent:
Hunter Smith or Daniel Clark, Smith Clark & Associates, LLC

Property Owner:
Christ United Methodist Church

Current Zoning:
B-3, Community Business Suburban District and R-3, Multi-Family Residential Suburban District

Future Land Use:
Suburban Center and Mixed Commercial Corridor

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

Schedule for Development:
- Not Applicable

Proposal:
- Subdivision approval to create two (2) legal lots of record
- Modification of a previously approved Planned Unit Development

Commission Considerations:
- Subdivision proposal with nine (9) conditions; and
- Modification of a previously approved Planned Unit Development with eleven (11) conditions.

Report Contents: **Page**

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Site History 3
Staff Comments 3
Subdivision Considerations 5
PUD Modification Considerations 5
Exhibits 7

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL

The site is surrounded by commercial and residential units.

APPLICATION NUMBER 7 DATE September 7, 2023

APPLICANT Christ United Methodist Church Subdivision, Resubdivision of Lot 1, Resubdivision of Lot 2A

REQUEST Subdivision, PUD Modification

N

NTS

SITE HISTORY

Since 1997, the subject site has had Planning Approvals to allow a church in a R-3, Multi-Family Residential District, as well as Planned Unit Developments (PUDs) to allow multiple buildings on a single building site as well as shared access between multiple building sites. The most recent application for the site was a three (3) lot Subdivision and PUD in 2021 which allowed the creation of the newly constructed car wash and self-storage facility. No changes are being made to the existing church, therefore a Modification to the Previously Approved Planning Approval is not required at this time.

In 2017, the site was before the Board of Zoning Adjustment to allow the church at 6101 Grelot Road to erect a digital sign less than 300-feet from residentially zoned property; the variance was approved.

STAFF COMMENTS

Engineering Comments:

Subdivision

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Provide the Surveyor's Certificate.
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.

Modification of Planned Unit Development

1. Revise PUD NOTE #5) part 6. to read – "The proposed development must comply with all Engineering Department design requirements and Policy Letters." The remainder of this note appears to be parts of other notes that may or may not be required by the Staff Report and/or Traffic Engineering review.
2. Except as noted above retain PUD NOTES #5 as shown on the PUD SITE PLAN.

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all 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 2-lot, 19.3±-acre subdivision from a single existing legal lot of record. The site is served by public water and sanitary sewer services.

The site has frontages along Grelot Road and Hillcrest Road, both major streets on the Major Street Plan with compliant 100-foot rights-of-way, making no dedications necessary. There are also private service roads, both existing, internal to the development.

Both lots, as proposed, will exceed the minimum size requirements for lots served by public water and sanitary sewer in a B-3, Community Business Suburban District. Each lot is labeled with its size in both square feet and acres on the preliminary plat, and this information should be retained on the Final Plat, if approved; or the provision of a table on the Final Plat with the same information will suffice.

The required 25-foot minimum front yard setback is illustrated along both Grelot Road and Hillcrest Road, and should be retained on the Final Plat, if approved.

The preliminary plat depicts several existing easements: three (3) access easements, a stormwater detention basin easement, and a drainage and utility easement on the proposed Lot A. These easements should be retained on the Final Plat, if approved, with a note stating that no structures are allowed to be erected in any easement, without the easement holder's permission.

There is a note on the preliminary plat stating that new construction will comply with the minimum setback requirements of the historic district overlay requirements. As the subject site is not located in a historic district, this comment should be removed from the plat, if approved.

Planned Unit Development Modification

The purpose of the Planned Unit Development Modification under consideration is to amend the previously approved Planned Unit Development to include the newly created lot, and the proposed sports training facility on the new lot. No new improvements or alterations are proposed to be made to any of the other lots at this time.

A sports training facility, or indoor recreation facility, requires parking to be provided at the ratio of one (1) parking space per 400 square feet. The proposed structure is depicted as being approximately 15,200± square feet, making 38 parking spaces are required. As submitted, the site plan depicts 38 parking spaces proposed. It should be noted that a compliant photometric site plan will be required at the time of permitting.

The newly created Lot B is proposing two (2) access points to the proposed Lot A. One of the proposed access points is within an existing access easement, but the other is beyond the easement. If approved, the easement should be extended to include both proposed access points on both the Subdivision plat as well as the PUD site plan.

The site plan submitted has a note stating that any dumpster to be installed at the site will comply with "Section 64-4.D.P. of the Zoning Ordinance", as well as a note stating that Lot B will use on-site trash pickup. If approved, the site plan should be revised to remove the note about dumpsters.

Notes on the site plan relating to tree planting and landscape area requirements, in addition to parking screening, have references to the former Zoning Ordinance, not the new Unified Development Code (UDC). If approved, all code references should be updated to reflect the applicable standards of the UDC.

Any changes to the scope of operations or the building footprint for the church located at 6101 Grelot Road will require Modification to the Previously Approved Planning Approval.

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. Retention of the lot size labels in both square feet and acres, or provision of a table on the Final Plat with the same information;
2. Retention of the right-of-way widths for each abutting street, as depicted on the preliminary plat;
3. Retention of the 25-foot setback along each abutting street;
4. Extension of the access easement along Hillcrest Road to include both proposed access points from Lot B;
5. Retention of all easements and placement of a note stating that no structures are allowed in any easements without the easement holder's permission;
6. Compliance with all Engineering comments noted in this staff report;
7. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
8. Compliance with all Urban Forestry comments noted in this staff report; and,
9. Compliance with all Fire Department comments noted in this staff report.

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

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

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

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;

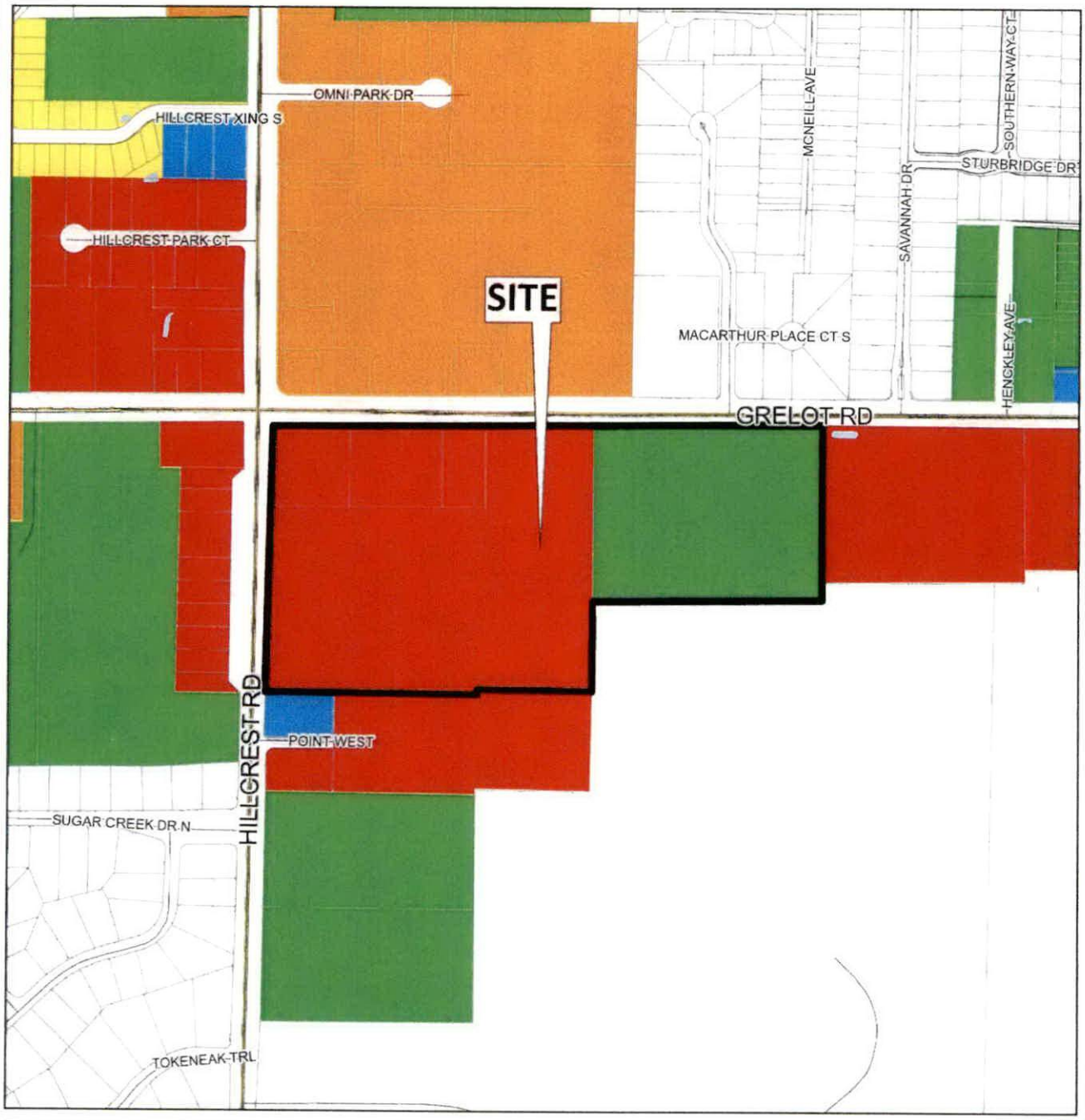
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
   a. In making this determination, the Planning Commission and City Council shall consider the location, type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

Considerations:

If the Planning Commission considers a recommendation of approval for the Modified Planned Unit Development, the following conditions could apply:

1. Provision of a note on a recorded site plan stating future development or development of the site may require additional Modification of the PUD to be approved by the Planning Commission and City Council;
2. Provision of a note on a recorded site plan stating any changes to the scope of operations or the building footprint for the church located at 6101 Grelot Road will require Modification to the Previously Approved Planning Approval;
3. Extension of the access easement along Hillcrest Road to include both proposed access points from Lot B;
4. Removal of the note stating "Any dumpster to be installed in compliance with Section 64-4.D.P. of the Zoning Ordinance";
5. Revision of notes on the site plan referencing tree planting and landscape area requirements, in addition to parking screening, to reflect the applicable standards in the UDC;
6. Compliance with all Engineering comments noted in this staff report;
7. Compliance with all Traffic Engineering comments noted in this staff report;
8. Compliance with all Urban Forestry comments noted in this staff report;
9. Compliance with all Fire Department comments noted in this staff report;
10. 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,
11. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 7 DATE September 7, 2023

APPLICANT Christ United Methodist Church Subdivision, Resubdivision of Lot 1, Resubdivision of Lot 2A

REQUEST Subdivision, PUD Modification

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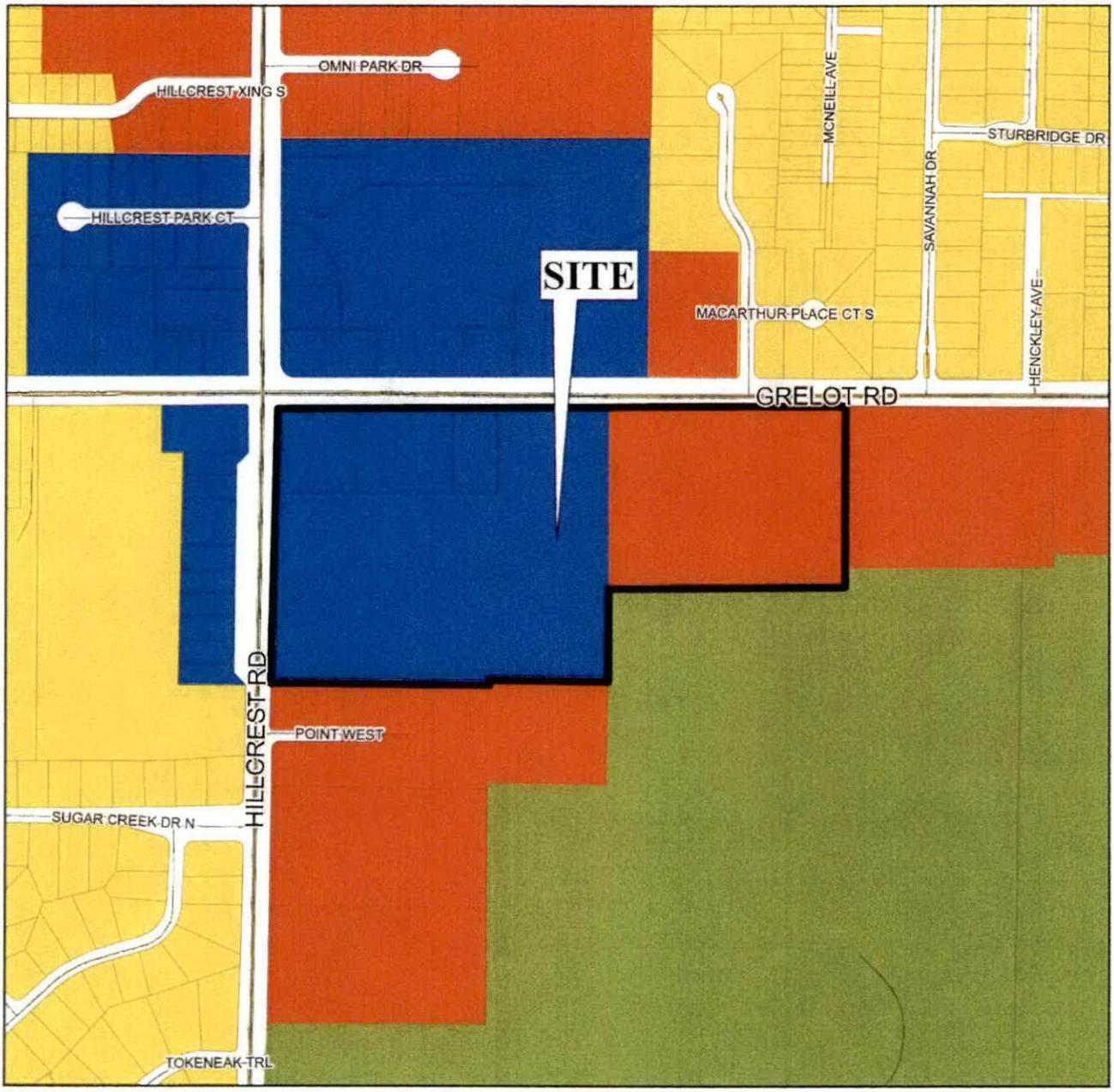
NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 7 DATE September 7, 2023

APPLICANT Christ United Methodist Church Subdivision, Resubdivision of Lot 1, Resubdivision of Lot 2A

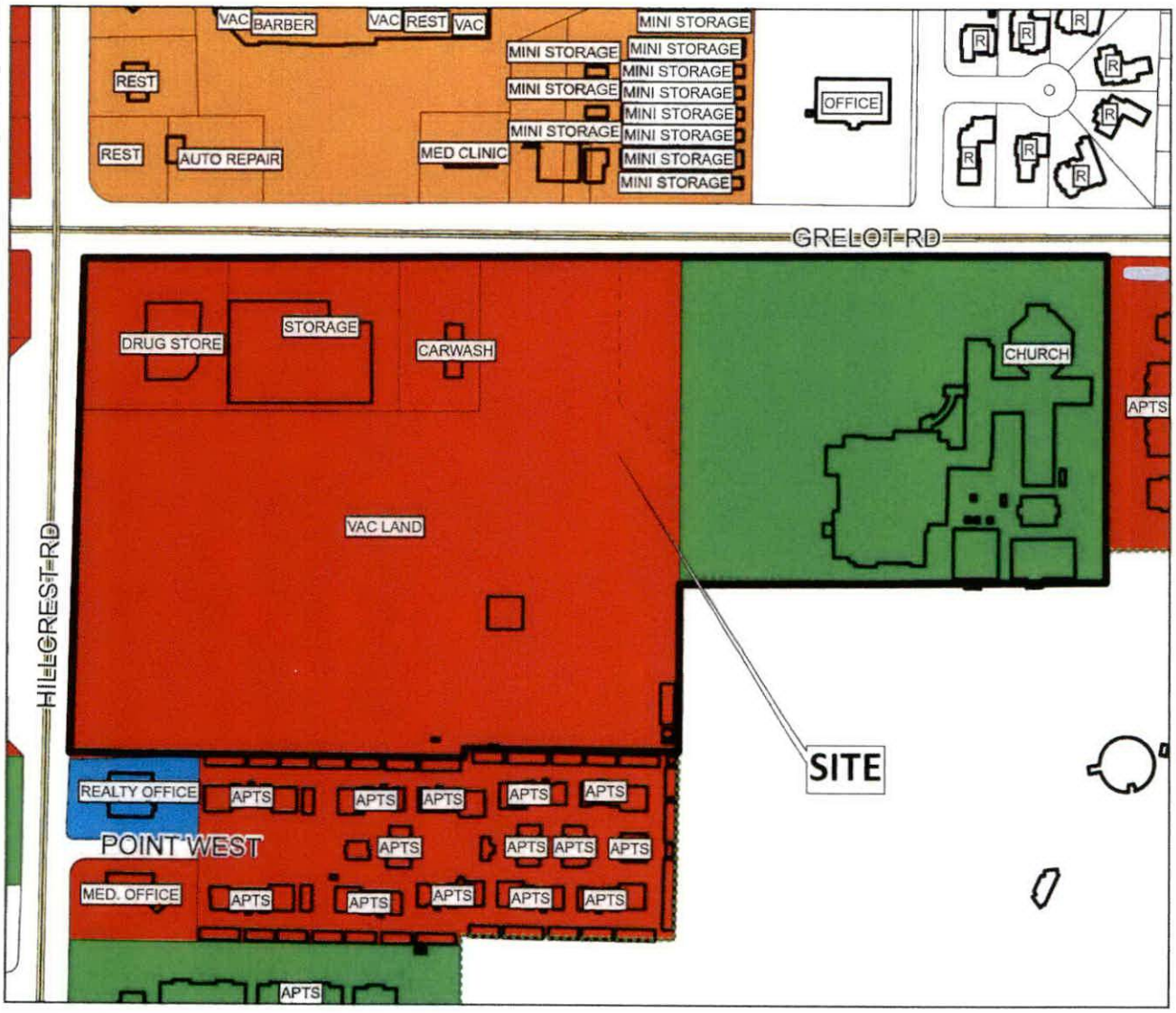
REQUEST Subdivision, PUD Modification

- 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 residential units.

APPLICATION NUMBER 7 DATE September 7, 2023

APPLICANT Christ United Methodist Church Subdivision, Resubdivision of Lot 1, Resubdivision of Lot 2A

REQUEST Subdivision, PUD 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

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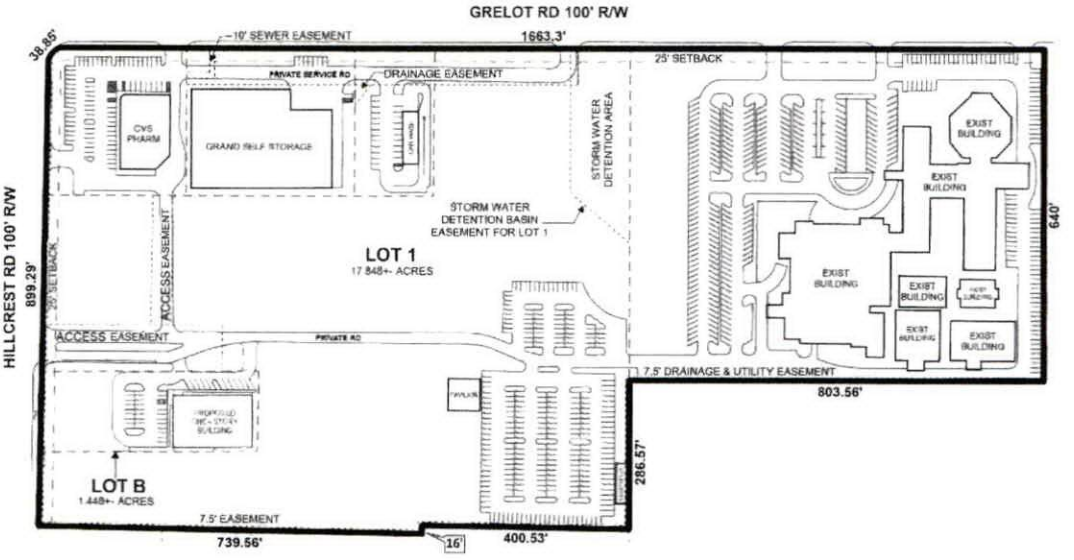
SITE PLAN



The site plan illustrates the existing buildings, parking, setbacks, easements, and proposed new development.

APPLICATION NUMBER	7	DATE	September 7, 2023
APPLICANT	Christ United Methodist Church Subdivision, Resubdivision of Lot 1, Resubd		
REQUEST	Subdivision, PUD Modification		

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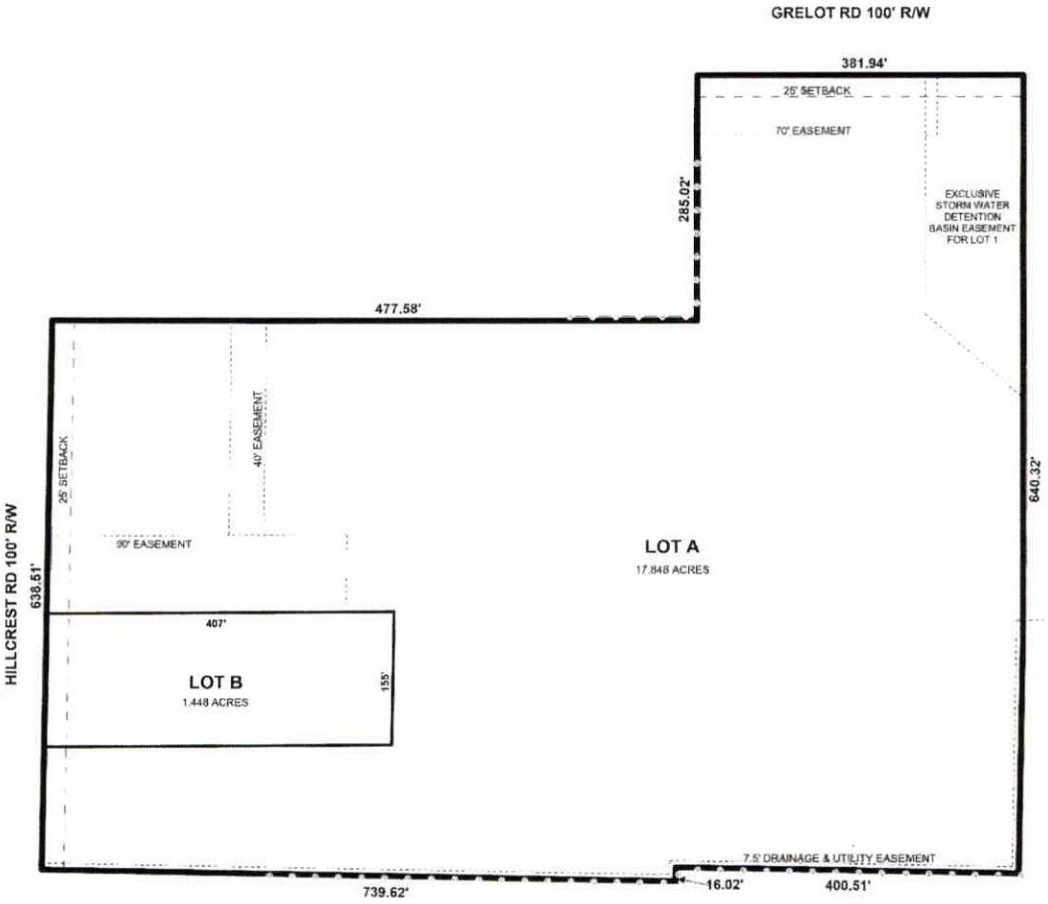
NTS

DETAIL SITE PLAN



APPLICATION NUMBER	7	DATE	September 7, 2023
APPLICANT	Christ United Methodist Church Subdivision, Resubdivision of Lot 1, Resubd		
REQUEST	Subdivision, PUD Modification		

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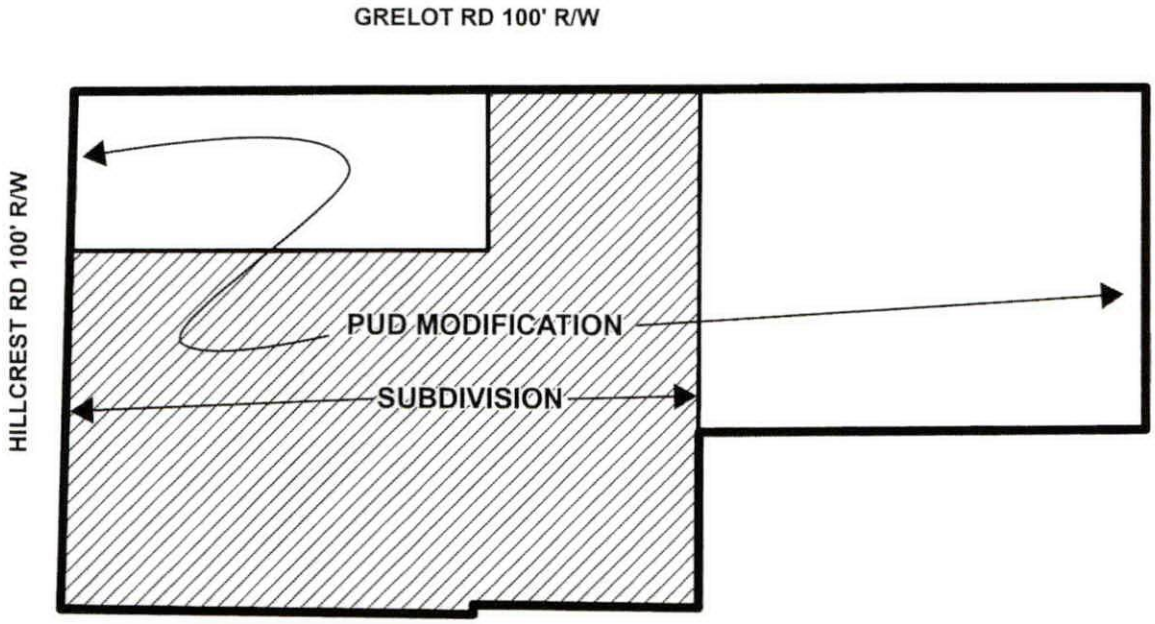
DETAIL SITE PLAN



APPLICATION NUMBER 7 DATE September 7, 2023

APPLICANT Christ United Methodist Church Subdivision, Resubdivisi

REQUEST Subdivision, PUD Modification

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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)

NEIGHBORHOOD CENTER (NC)

This land use designation applies to smaller hubs of mixed commercial, community, and recreational activity that cater to adjacent residential areas. Many of these centers exist today in some form. Therefore, the following common principles apply not just to the future development of new centers, but also to the redevelopment (wholesale or incremental) of existing centers.

General Principles for Neighborhood Centers:

- NC should support a limited amount of commercial employment
- NC should incorporate some residential use, which may vary in type from detached single family, townhouse, accessory and live-work units in mixed use and low-rise multifamily structures.
- The residential density in NC designations -ranging from 4 to 10 du/ac– must be compatible in character with that of surrounding residential development, providing appropriate transitions in height, massing and other buffering from one land use district to the next.
- The retail and housing uses should merge around vibrant, compact, accessible nodes, located at key neighborhood intersections or along short road segments.
- The NC nodes should be connected to the surrounding neighborhood and nearby public uses (e.g., schools, parks, etc.) via well-designed sidewalks and complete streets.

While the above-listed principles are common to all NC districts, the design attributes of neighborhood centers generally vary depending on whether a center is in a more "traditional" or more "suburban" context.

Additional Attributes of Neighborhood Centers:

- **NC in traditional contexts:** These tend to be in those areas east of the Beltline and correspond to MxDR neighborhoods. In these NCs, buildings should orient to the street, with on-site parking typically pushed to the back of the site. The design qualities of the public realm are emphasized, including the provision of continuous sidewalks, tree canopy, pedestrian amenities, on-street parking and bicycle facilities where appropriate.
- **NC in suburban contexts:** These generally are located among the LDR land use designations in the areas west of the Beltline. Where they exist, these centers currently have a more pronounced vehicular orientation. Therefore, the emphasis is on retrofitting to improve internal walkability (e.g., through the addition of sidewalks, tree canopy, protection from the elements) and external connectivity to the surrounding areas (via sidewalks, paths and trails, street crossings, transit stops, etc.) and to increase the mix and density of uses (e.g., infill of outparcels, addition of housing, etc.).

MIXED COMMERCIAL CORRIDOR (MCC)

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses.

This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

Over time, new development and redevelopment in Mixed Commercial Corridors is encouraged to raise design quality, improve connectivity to surrounding neighborhoods; improved streetscapes; and improve mobility and accessibility for all users of the corridor.

Agenda Item # 6

SUB-002557-2023 & MOD-002587-2023

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – PUD Modification

DETAILS

Location:
6301 Grelot Road

Subdivision Name:
Christ United Methodist Church Subdivision, Resubdivision of Lot 1, Resubdivision of Lot 2A

Applicant / Agent:
Hunter Smith or Daniel Clark, Smith Clark & Associates, LLC

Property Owner:
Christ United Methodist Church

Current Zoning:
B-3, Community Business Suburban District and R-3, Multi-Family Residential Suburban District

Future Land Use:
Suburban Center and Mixed Commercial Corridor

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

Schedule for Development:
- Not Applicable

Proposal:
- Subdivision approval to create two (2) legal lots of record
- Modification of a previously approved Planned Unit Development

Commission Considerations:
1. Subdivision proposal with eight (8) conditions; and
2. Modification of a previously approved Planned Unit Development with eight (8) 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 residential units.

APPLICATION NUMBER 6 DATE August 17, 2023	N
APPLICANT Christ United Methodist Church Subdivision, Resubdivision of Lot 1, Resubdivision of Lot 2A	
REQUEST Subdivision, PUD Modification	NTS

SITE HISTORY

Since 1997, the subject site has had Planning Approvals to allow a church in an R-3, Multi-Family Residential District, as well as Planned Unit Developments (PUDs) to allow multiple buildings on a single building site and shared access between multiple building sites. The most recent application for the site was a three (3) lot Subdivision and PUD in 2021 which allowed the creation of the newly constructed car wash and self-storage facility. No changes are being made to the existing church, therefore a Modification to the Previously Approved Planning Approval is not required at this time.

In 2017, the site was before the Board of Zoning Adjustment to allow the church at 6101 Grelot Road to erect a digital sign less than 300-feet from residentially zoned property. The variance was approved.

STAFF COMMENTS

Engineering Comments:

Subdivision

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Provide the Surveyor's Certificate.
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.

Modification of Planned Unit Development

1. Revise PUD NOTE #5) part 6. to read – "The proposed development must comply with all Engineering Department design requirements and Policy Letters." The remainder of this note appears to be parts of other notes that may or may not be required by the Staff Report and/or Traffic Engineering review.
2. Except as noted above retain PUD NOTES #5 as shown on the PUD SITE PLAN.

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all 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 2-lot, 19.3±-acre subdivision from a single existing legal lot of record. The site is served by public water and sanitary sewer services.

The site has frontages along Grelot Road and Hillcrest Road, both major streets on the Major Street Plan with compliant 100-foot rights-of-way, making no dedications necessary. There are also private service roads, both existing, internal to the development.

Both lots, as proposed, will exceed the minimum size requirements for lots served by public water and sanitary sewer in a B-3, Community Business Suburban District. Each lot is labeled with its size in both square feet and acres on the preliminary plat, and this information should be retained on the Final Plat, if approved; or the provision of a table on the Final Plat with the same information will suffice.

The required 25-foot minimum front yard setback is illustrated along both Grelot Road and Hillcrest Road, and should be retained on the Final Plat, if approved.

The preliminary plat depicts several existing easements: three (3) access easements, a stormwater detention basin easement, and a drainage and utility easement on the proposed Lot A. These easements should be retained on the Final Plat, if approved, with a note stating that no structures are allowed to be erected in any easement, without the easement holder's permission.

There is a note on the preliminary plat stating that new construction will comply with the minimum setback requirements of the historic district overlay requirements. As the subject site is not located in a historic district, this comment should be removed from the plat, if approved.

Planned Unit Development Modification

The purpose of the Planned Unit Development Modification under consideration is to remove the Lot B proposed to be created with the accompanying Subdivision application. No new improvements or alterations are proposed to be made to any of the other lots at this time.

It should be noted that as Lot B is proposed to be removed from the existing PUD, when it is developed, it will not be allowed to utilize the access easement located along the North property line on Lot A, and will be limited to direct access to Hillcrest Road.

While the application under consideration will remove Lot B from the existing PUD, it should be noted that any alterations to any of the other lots to remain part of the PUD will require Modifications to the Previously Approved PUD. Furthermore, any changes to the scope of operations or the building footprint for the church located at 6101 Grelot Road will require Modification to the Previously Approved Planning Approval.

Finally, the Modified PUD site plan contains an error in the legal description in that it still includes Lot B. If approved, the legal description on the site plan should be revised to remove Lot B.

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. Retention of the lot size labels in both square feet and acres, or provision of a table on the Final Plat with the same information;
2. Retention of the right-of-way widths for each abutting street, as depicted on the preliminary plat;
3. Retention of the 25-foot setback along each abutting street;
4. Retention of all easements and placement of a note stating that no structures are allowed in any easements without the easement holder's permission;
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.

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

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

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

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
    a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and

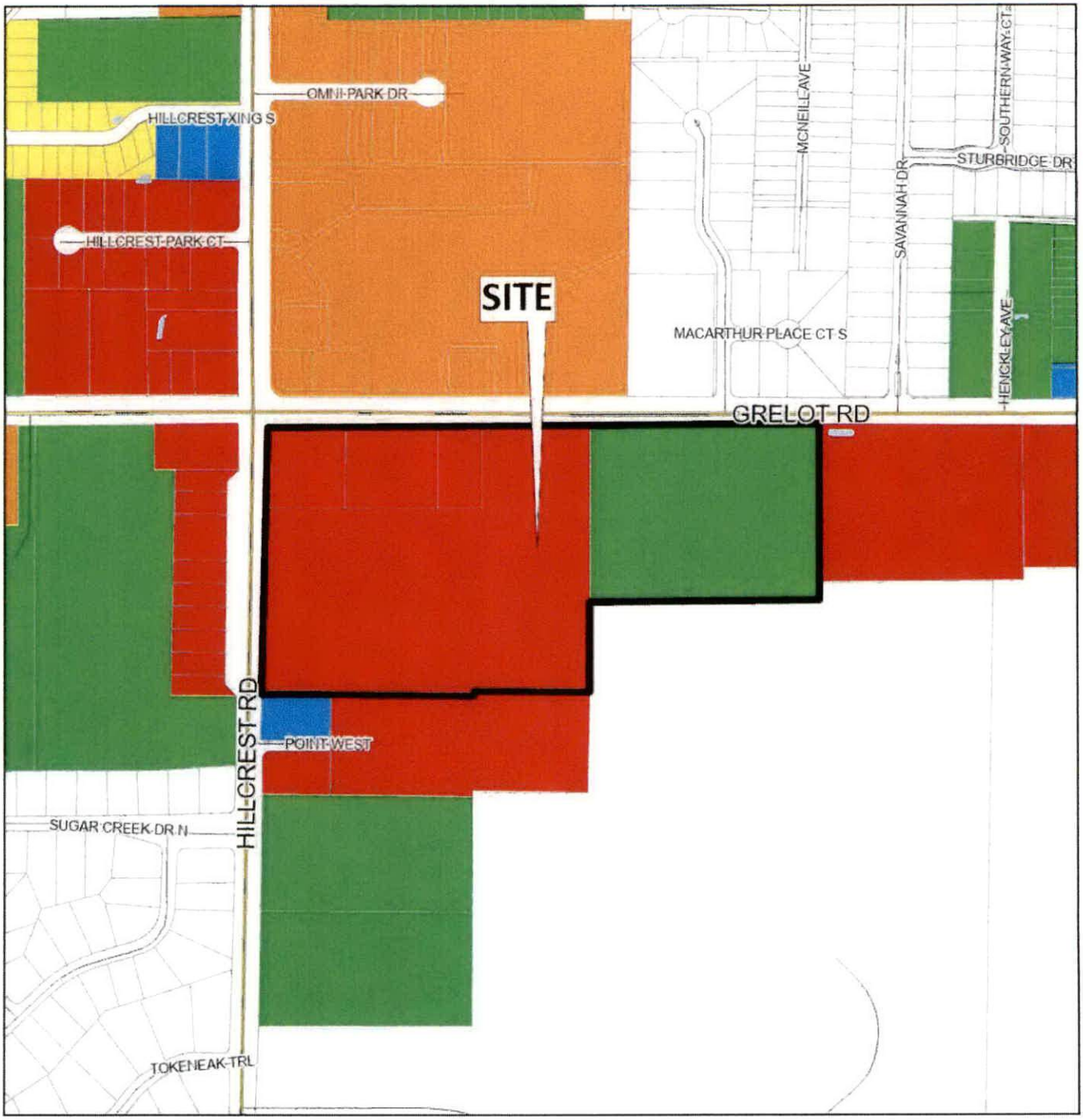
b. Includes adequate public facilities and utilities;
5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and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

Considerations:

If the Planning Commission considers a recommendation of approval for the Modified Planned Unit Development, the following conditions could apply:

1. Provision of a note on a recorded site plan stating future development or development of the site may require additional Modification of the PUD to be approved by the Planning Commission and City Council;
2. Revision of the legal description on the site plan to remove Lot B;
3. Compliance with all Engineering comments noted in this staff report;
4. Compliance with all Traffic Engineering comments noted in this staff report;
5. Compliance with all Urban Forestry comments noted in this staff report;
6. Compliance with all Fire Department comments noted in this staff report;
7. 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,
8. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 6 DATE August 17, 2023

APPLICANT Christ United Methodist Church Subdivision, Resubdivision of Lot 1, Resubdivision of Lot 2A

REQUEST Subdivision, PUD Modification

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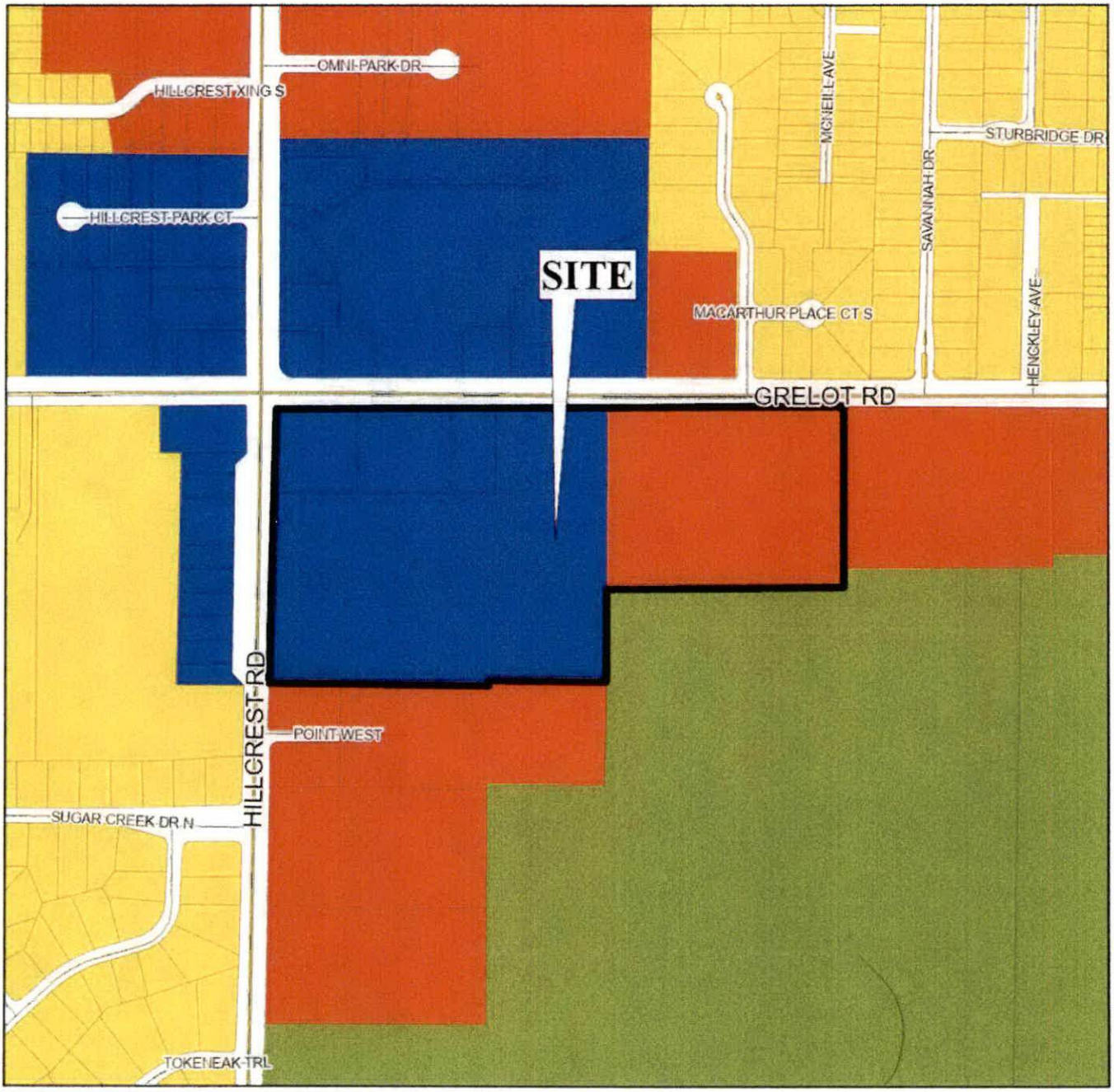
NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 6 DATE August 17, 2023

APPLICANT Christ United Methodist Church Subdivision, Resubdivision of Lot 1, Resubdivision of Lot 2A

REQUEST Subdivision, PUD Modification

- 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
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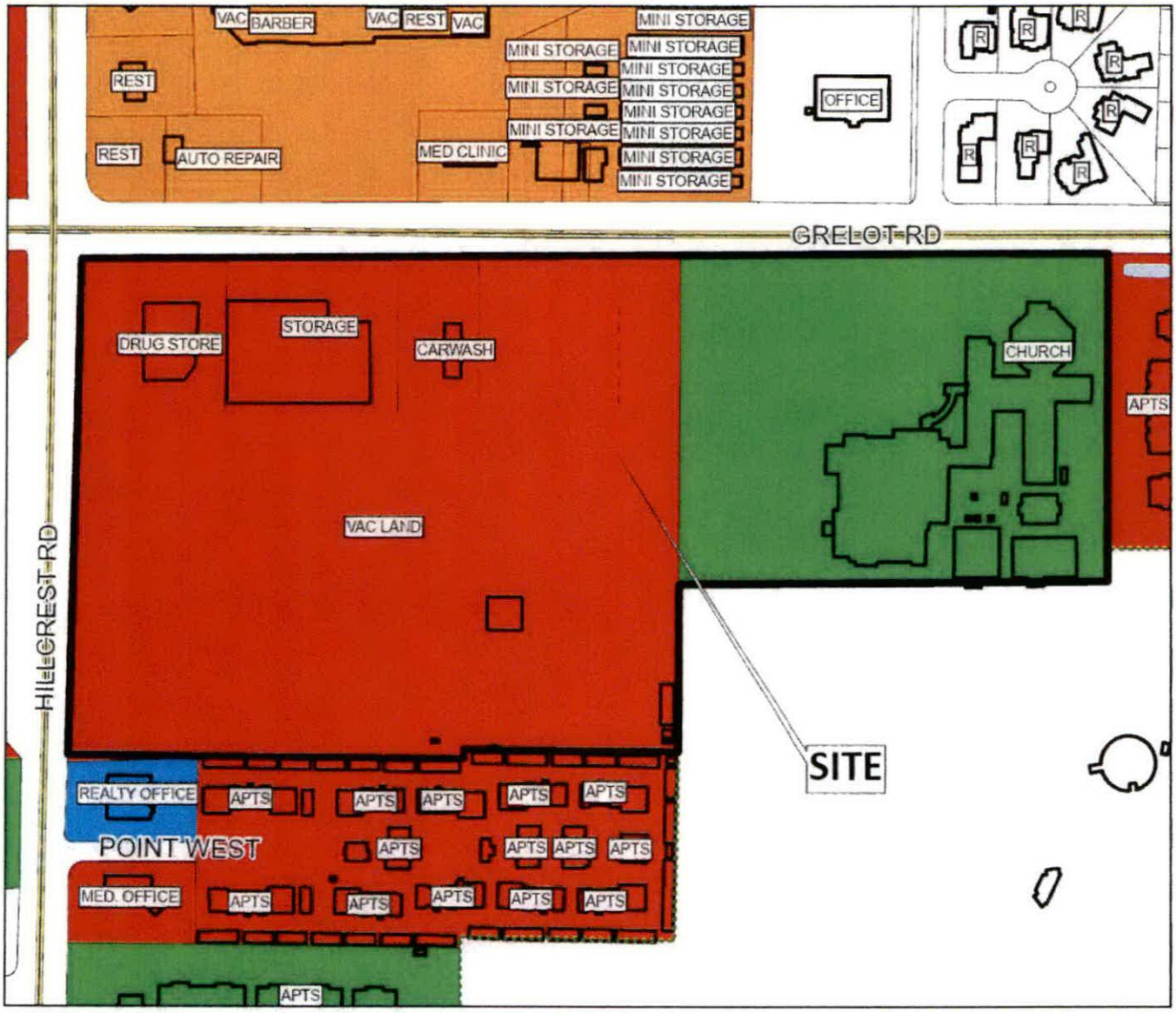
NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and residential units.

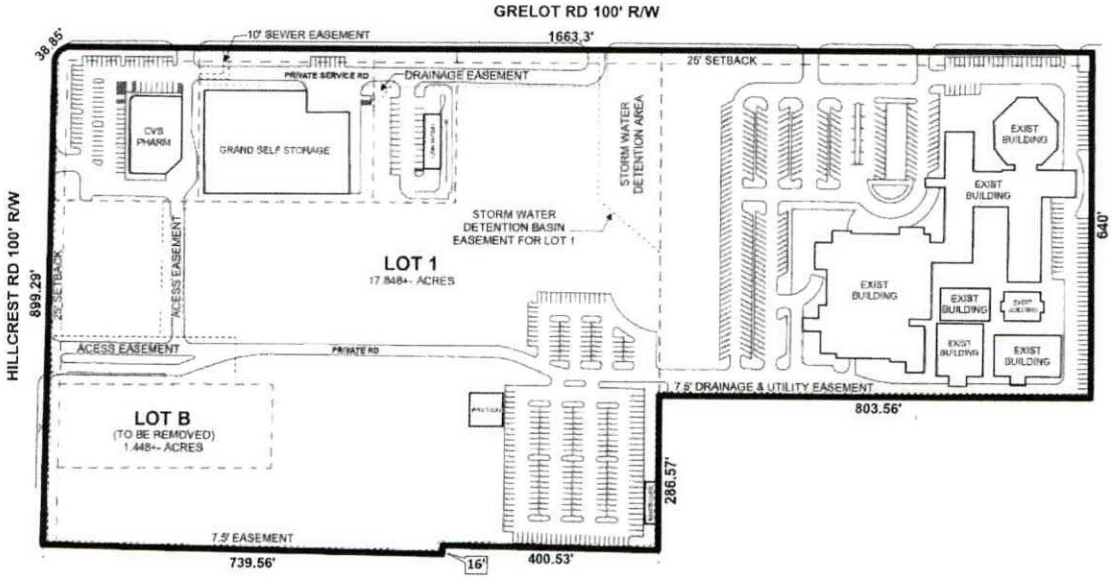
APPLICATION NUMBER	6	DATE	August 17, 2023
APPLICANT	Christ United Methodist Church Subdivision, Resubdivision of Lot 1, Resubdivision of Lot 2A		
REQUEST	Subdivision, PUD Modification		

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

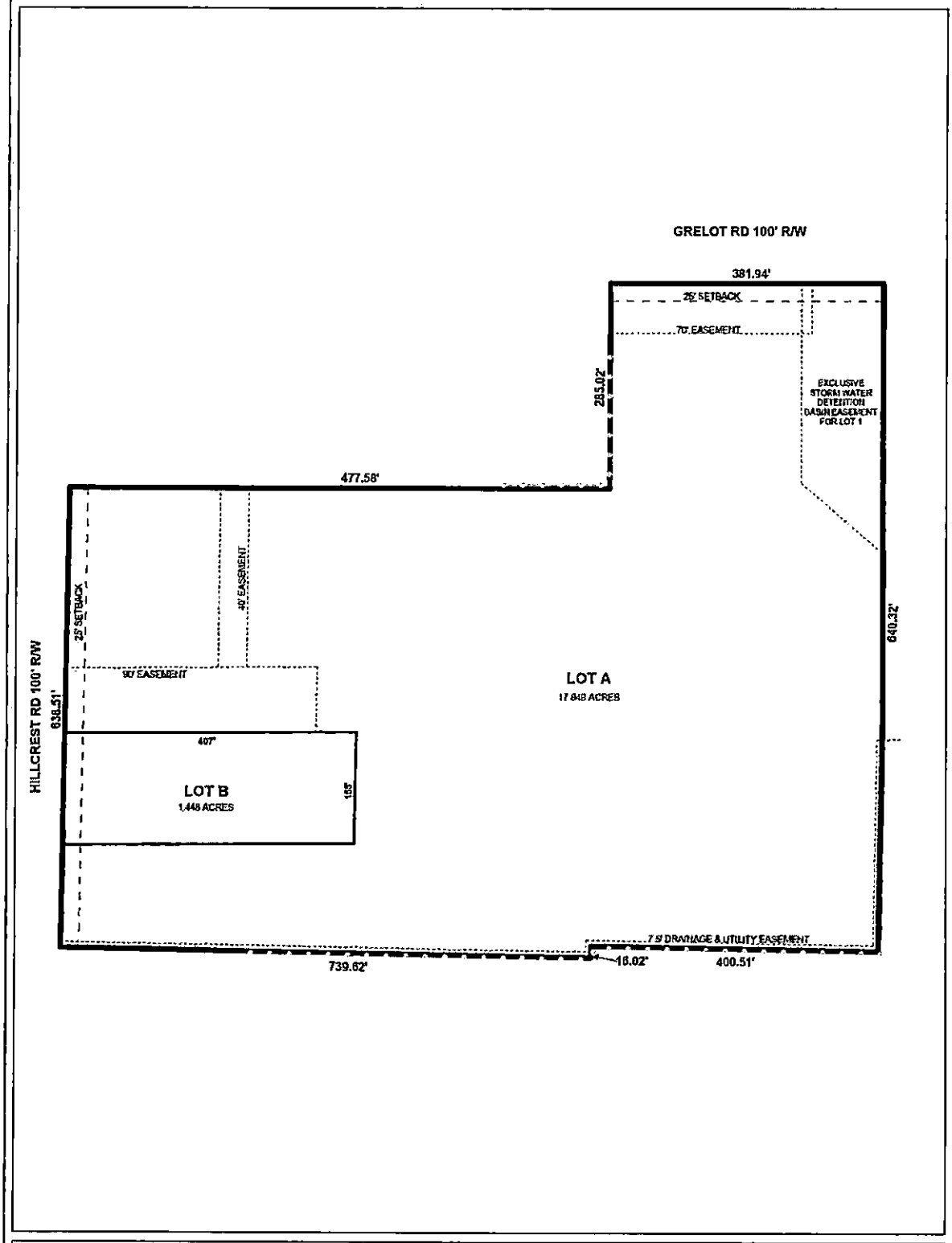
SITE PLAN



The site plan illustrates the existing buildings, parkin, setbacks, easements, and lot to be removed.

APPLICATION NUMBER 6 DATE August 17, 2023 APPLICANT Christ United Methodist Church Subdivision, Resubdivision of Lot 1, Resubd REQUEST Subdivision, PUD Modification	N NTS

DETAIL SITE PLAN

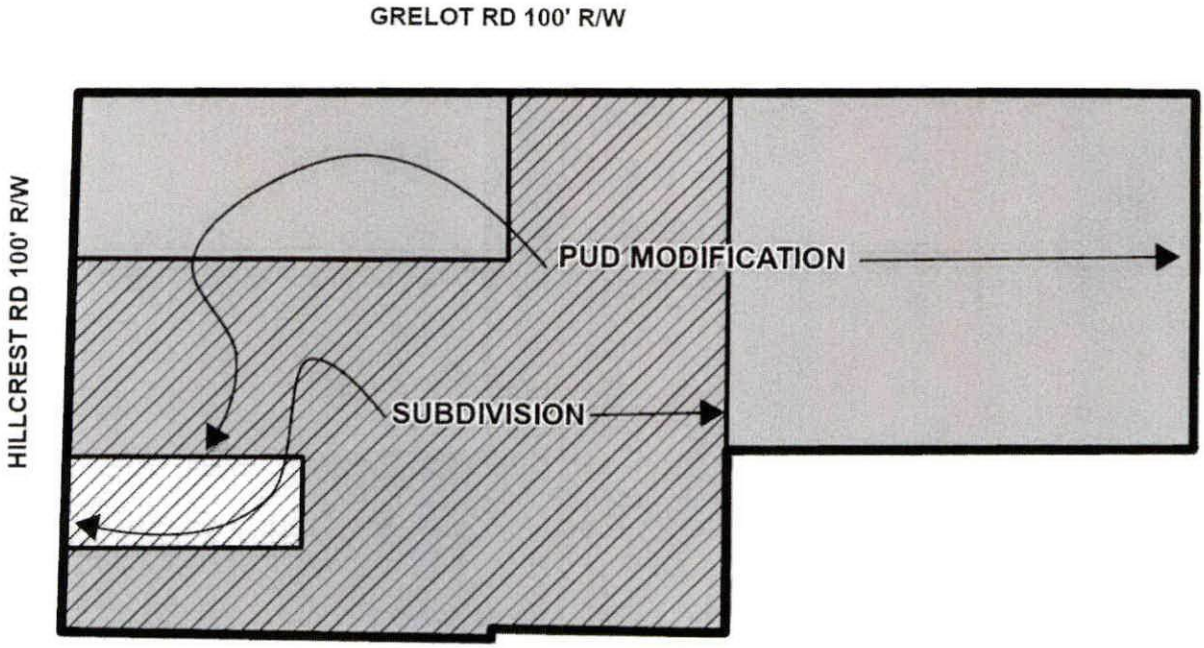


APPLICATION NUMBER	6	DATE	August 17, 2023
APPLICANT	Christ United Methodist Church Subdivision, Resubdivision of Lot 1, Resubd		
REQUEST	Subdivision, PUD Modification		

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 6 DATE August 17, 2023

APPLICANT Christ United Methodist Church Subdivision, Resubdivisi

REQUEST Subdivision, PUD Modification

N

NTS

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

Zoning District Correspondence Matrix

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

NEIGHBORHOOD CENTER (NC)

This land use designation applies to smaller hubs of mixed commercial, community, and recreational activity that cater to adjacent residential areas. Many of these centers exist today in some form. Therefore, the following common principles apply not just to the future development of new centers, but also to the redevelopment (wholesale or incremental) of existing centers.

General Principles for Neighborhood Centers:

- NC should support a limited amount of commercial employment
- NC should incorporate some residential use, which may vary in type from detached single family, townhouse, accessory and live-work units in mixed use and low-rise multifamily structures.
- The residential density in NC designations -ranging from 4 to 10 du/ac– must be compatible in character with that of surrounding residential development, providing appropriate transitions in height, massing and other buffering from one land use district to the next.
- The retail and housing uses should merge around vibrant, compact, accessible nodes, located at key neighborhood intersections or along short road segments.
- The NC nodes should be connected to the surrounding neighborhood and nearby public uses (e.g., schools, parks, etc.) via well-designed sidewalks and complete streets.

While the above-listed principles are common to all NC districts, the design attributes of neighborhood centers generally vary depending on whether a center is in a more "traditional" or more "suburban" context.

Additional Attributes of Neighborhood Centers:

- **NC in traditional contexts:** These tend to be in those areas east of the Beltline and correspond to MxDR neighborhoods. In these NCs, buildings should orient to the street, with on-site parking typically pushed to the back of the site. The design qualities of the public realm are emphasized, including the provision of continuous sidewalks, tree canopy, pedestrian amenities, on-street parking and bicycle facilities where appropriate.
- **NC in suburban contexts:** These generally are located among the LDR land use designations in the areas west of the Beltline. Where they exist, these centers currently have a more pronounced vehicular orientation. Therefore, the emphasis is on retrofitting to improve internal walkability (e.g., through the addition of sidewalks, tree canopy, protection from the elements) and external connectivity to the surrounding areas (via sidewalks, paths and trails, street crossings, transit stops, etc.) and to increase the mix and density of uses (e.g., infill of outparcels, addition of housing, etc.).

MIXED COMMERCIAL CORRIDOR (MCC)

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses.

This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

Over time, new development and redevelopment in Mixed Commercial Corridors is encouraged to raise design quality, improve connectivity to surrounding neighborhoods; improved streetscapes; and improve mobility and accessibility for all users of the corridor.

AGENDA ITEM SUMMARY SHEET

Agenda of:11/14/2023

Submitted by:

Gary Jackson, Municipal Enforcement Deputy Director

Sponsored by:

Councilmember 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:

9/19/2023

Funding Source

Project # 557 St. Louis Street - ME-036-23 **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 - 557 St. Louis Street	Cover Memo	9/13/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	9/13/2023 - 2:56 PM
City Clerk	Gauthier, Lana	Approved	9/14/2023 - 11:00 AM

RESOLUTION

Sponsored by: 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 **557 ST LOUIS 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. 3, 4, 5, 7 and 8;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **557 ST LOUIS STREET** described as:

THAT LOT OF LAND BDED BY A LINE DESC AS BEG AT SE COR OF ST LOUIS & WARREN STS & RUN TH ELY ALG S/L OF ST LOUIS ST 111.3 FT TO W/L OF PPTY NOW OR FORMERLY OF J B DORTCH TH RUN SLY ALG SD W/L 110 FT TO A PT TH RUN WLY & PAR OR NEARLY SO WITH ST LOUIS ST 111.3 FT TO A PT ON E/L OF WARREN ST TH RUN NLY ALG E/L OF WARREN ST 110 FT TO POB SD LOT BEING BDED ON N BY ST LOUIS ST E BY PPTY S BY PPTY OF SD FRANCIS A POGGI & ON W BY WARREN ST #SEC 40 T4S R1W #MP29 06 40 0 003

Parcel Number: 29 06 40 0 003 323.01

Last Assessed to: BRINGHURST DONALD L C/O HUDSON LAND LLC

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

September 12, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, September 19, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **557 ST LOUIS STREET.** OWNED BY OR MAY HAVE AN INTEREST: **BRINGHURST DONALD L C/O HUDSON LAND LLC** 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 0 003 323.01
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

557 ST. LOUIS 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	N	Wall Compromised	~~N~~ Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	DATE	Comments	

Property Score			
Score	~~49~~ 69	Score Description	~~REVIEW COMM~~ Demo

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 4/14/23

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 07/18/2023

Property Address: 557 St. Louis Street **District No:** 2

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☒3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☐6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☐7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☐15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

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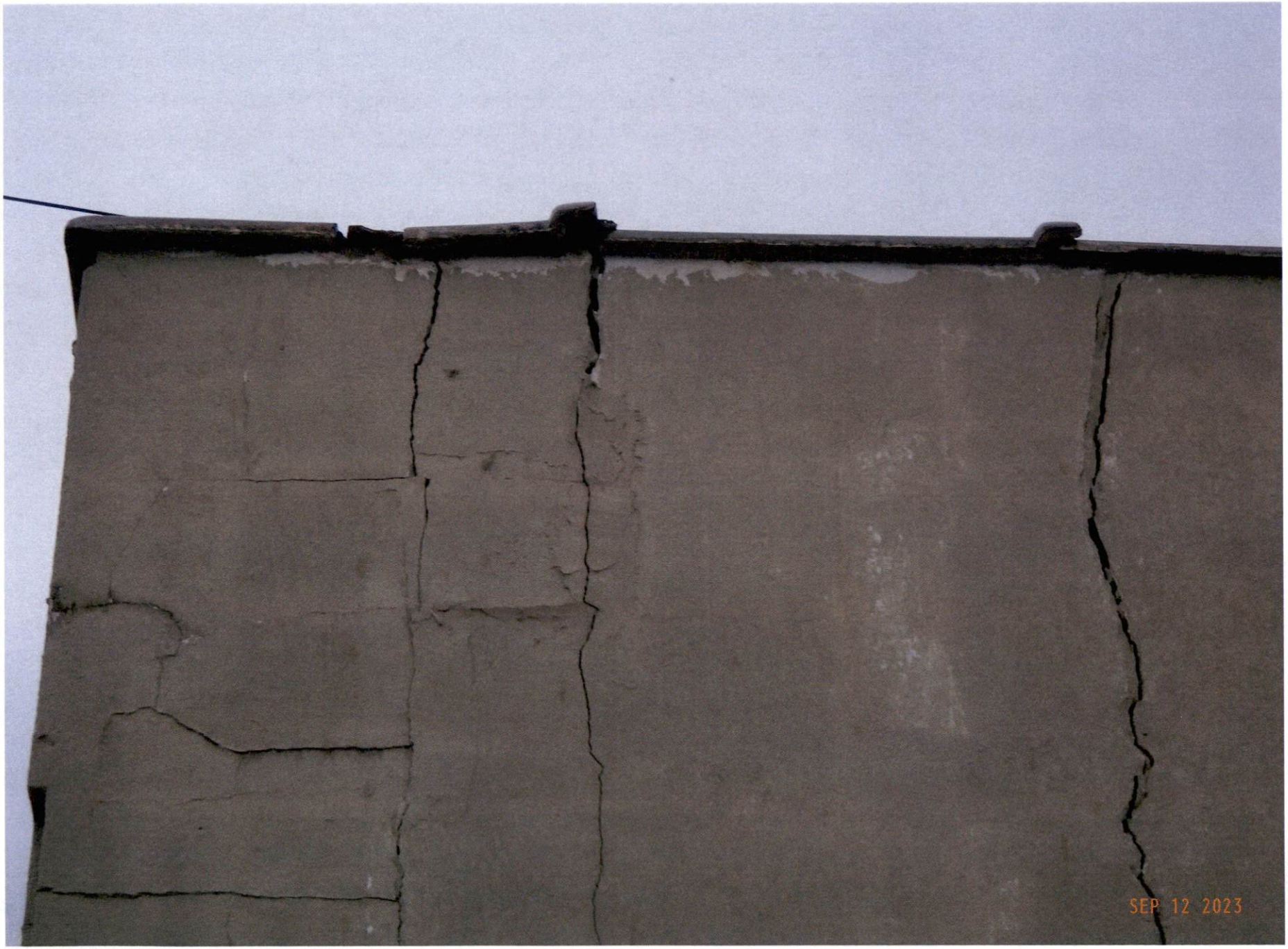
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Affidavit of Mailed Notice

September 12, 2023

State of Alabama
County of Mobile

Subject Property – 557 St. Louis Street.

My name and official title is Gary Jackson, Municipal Enforcement Deputy Director, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **2** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,
Municipal Enforcement Deputy Director

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Hudson Land, LLC
c/o Robert J. Isakson
157 N. Conception Street
Mobile, AL 36603-6478

July 27, 2023

RE: **557 St. Louis Street**
Project Number: ME-036-23

Dear Hudson Land, LLC c/o Robert J. Isakson:

On July 18, 2023 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 557 St. Louis Street.

I. **PROPERTY** The legal description of the Property is as follows:

THAT LOT OF LAND BDED BY A LINE DESC AS BEG AT SE COR OF ST LOUIS & WARREN STS & RUN TH ELY ALG S/L OF ST LOUIS ST 111.3 FT TO W/L OF PPTY NOW OR FORMERLY OF J B DORTCH TH RUN SLY ALG SD W/L 110 FT TO A PT TH RUN WLY & PAR OR NEARLY SO WITH ST LOUIS ST 111.3 FT TO A PT ON E/L OF WARREN ST TH RUN NLY ALG E/L OF WARREN ST 110 FT TO POB SD LOT BEING BDED ON N BY ST LOUIS ST E BY PPTY S BY PPTY OF SD FRANCIS A POGGI & ON W BY WARREN ST #SEC 40 T4S R1W #MP29 06 40 0 003

Parcel Number: 29 06 40 0 003 323.01

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **September 10, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **September 10, 2023,** provide the Code Official with a work plan to accomplish the repairs by **September 10, 2023,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **September 10, 2023,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on September 19, 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

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: **557 Saint Louis St** Date: May 18, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: May 18, 2023

Per the Title Report, the owner is: Hudson Land, LLC

Note: New owner of record at the Mobile County Revenue Commission for the tax year 2024.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS	NOTES
1 Hudson Land, LLC c/o Robert J Isakson 157 N Conception St Mobile AL 36603-6478	Owner and subject address Phone number 251-432-1160 Phone number 251-301-7546 Phone number 205-344-1663

TAX STATUS: PAID CURRENT 2022

Parties with recorded liens per Title Report: NONE

Open Mortgages:

Donald Bringhurst 6992 Forest Glenn Ct Irvington AL 36544-3672	Vendors Lien Deed 2023030354 recorded 5/15/2023 Donald L Bringhurst to Hudson Land, LLC Phone number 251-454-3441 Phone number 251-432-4632

Lis Pendens:

Lis Pendens: City of Mobile vs Donald L Bringhurst recorded 5/19/2023 instrument number 2023031375

AGENDA ITEM SUMMARY SHEET

Agenda of:11/14/2023

Submitted by:
Michael Linder, Council Attorney

Sponsored by:
Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	9/28/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/28/2023 - 2:13 PM

14-1101 2023

A RESOLUTION APPROVING AN APPLICATION SEEKING PERMISSION TO INCORPORATE A CAPITAL IMPROVEMENT COOPERATIVE DISTRICT AND AUTHORIZING SUCH INCORPORATION

Sponsored by: Councilmember Carroll, District 2

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

Section 1: That the City Council, upon evidence duly submitted to and considered by it, hereby finds and determines that the attached application has been duly filed with the governing body of the City of Mobile, that such application was signed by not less than three (3) natural persons, and that each of said persons is over the age of twenty-one (21) years and is a duly qualified elector of Mobile County, Alabama.

Section 2: That the City Council has reviewed and considered the foregoing application and has found and determined and does hereby find and determine as a matter of fact that it is wise, expedient, and necessary that the district be formed.

Section 3: That the City Council does hereby approve the proposed form of certificate of incorporation of the district attached to the foregoing application as hereinabove set forth.

Section 4: That the City Council does hereby grant permission to incorporate the district and does hereby authorize the persons making such application to form such district and file the attached certificate of incorporation in the Probate Court of Mobile County, Alabama.

Section 5: Upon proper incorporation and formation of the district, the City Council and the Mayor shall appoint directors for the district as set forth in the application and certificate of incorporation.

ADOPTED:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/14/2023

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Intergovernmental Agreement with the Probate Court of Mobile County for the public purpose of providing funding assistance for administering the 2023 City of Mobile Annexation Election

Amount of Contract:

$120,295.18

Effective Date of Contract:

11/14/2023

Funding Source

Project # Resolution for Intergovernmental Agreement with Mobile County Probate Court

Discretionary Funds n/a

Project String 10049000 49250

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 Intergovernmental Agreement with Mobile County Probate Court	Resolution Letter	10/27/2023
Intergovernmental Agreement	Backup Material	10/27/2023

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Bryars, Donna	Approved	11/1/2023 - 11:37 AM
Legal	Kern, Chris	Approved	11/2/2023 - 10:12 AM
Legal	Kern, Chris	Approved	11/2/2023 - 10:14 AM
Mayors Office	Montgomery, Brandi	Approved	11/2/2023 - 2:19 PM

2023

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, the Intergovernmental Agreement between the City of Mobile and the Probate Court of Mobile County, Alabama, for the public purpose of providing funding assistance for administering the 2023 City of Mobile Annexation Election, and to perform all acts necessary as outlined in the Intergovernmental Agreement attached hereto and made a part hereof as though set forth in full. A copy of said Intergovernmental Agreement is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF MOBILE AND THE MOBILE COUNTY PROBATE COURT

This Intergovernmental Agreement ("Agreement") is made and entered this _____ day of _____, 2023, by and between the City of Mobile, Alabama, an Alabama municipal corporation ("City") and The Probate Court of Mobile County, Alabama ("Probate Court"), for the public purpose of providing funding assistance for administering the 2023 City of Mobile Annexation Election. Together, the City and the Probate Court are referred to herein as "Parties" and individually as a "Party." To that end the parties agree as follows:

1. City agrees to provide funding assistance to Probate Court in the sum of $120,295.18;

2. Probate Court agrees to use the funds received from City exclusively for its operations in support of administering the 2023 City of Mobile Annexation Election;

3. Probate Court and City agree that this agreement does not obligate either party to provide permanent or additional funding beyond the term of this agreement;

4. The Parties agree that nothing herein shall make Probate Court an agent or joint venturer of City for any purpose and that the City has no financial interest in the operation of Probate Court;

5. Upon full execution of this agreement by both parties (hereafter 'the Effective Date'), the funds will be disbursed in one lump sum of $120,295.18, after presentation by Probate Court of an invoice requesting the disbursement;

6. Probate Court agrees to refund to City any portion of the funds which are unused or used for any other purpose;

7. Probate Court shall be, and at all times remain, responsible for administering the 2023 City of Mobile Annexation Election, and City shall have no liability in connection therewith.

8. Probate Court affirms, for the duration of this Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State. The Probate Court agrees that it shall comply with all the requirements of the State of Alabama Immigration Law.

9. Probate Court 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.

IN WITNESS WHEREOF, the parties have each cause this instrument to be executed on the date or dates set out below the signature of their duly authorized representative.

CITY OF MOBILE, A Municipal Corporation

BY _____
WILLIAM S. STIMPSON, Mayor

DATE _____

ATTEST:

BY: _____
Its City Clerk

OFFICE OF MOBILE COUNTY PROBATE COURT

By: _____
DONALD T. DAVIS
Mobile County Judge of Probate

DATE _____

AGENDA ITEM SUMMARY SHEET

Agenda of:11/14/2023

Submitted by:

Carleen Stout-Clark, Real Estate Asset Management

Sponsored by:

Mayor William S. Stimpson and Councilmember William Carroll

Purpose and Scope of Project:

Purpose and scope: Authorize cost share agreement for Civic Center utility relocation/construction reimbursement - May 16, 2023 Resolution 09-546 allocated funding to account C0865.

Amount of Contract:

$ 753,415.04

Funding Source

Project # Civic Center Util. Cost Share/Relocation Reimburs. C0865 — **Discretionary Funds**

Project String 2000.2000.48010 — **Contract Number:**4769

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

Grant Funds — **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	11/2/2023
Capital Contract Summary Sheet	Exhibit	11/2/2023
Agreement Reimbursement	Exhibit	11/2/2023

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate	Stout, Carleen	Approved	11/2/2023 - 12:36 PM
Capital	Rhodes, Brenda	Approved	11/2/2023 - 12:40 PM

Legal	Kern, Chris	Approved	11/2/2023 - 2:49 PM
Mayors Office	Montgomery, Brandi	Approved	11/2/2023 - 2:55 PM

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember William Carroll

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

Name of Company: **FDS Mobile AL, LLC**

Project Name: **Civic Center Util. Cost Share/Relocation Reimburs.**

Project Number: **CC-034S-22**

Amount: **$ 753,415.04**

Adopted:

_____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Civ Ctr Prj Man/Site Design/Uti Re

CAPITAL PROJECT # C9865 **DATE OF RECEIPT** _____

DEPT. PROJECT # CC-034S-22

PROJECT DESCRIPTION Civic Center Mobile Util. Cost Share/Relocation Reimbursement

CONTRACT AMOUNT $ 753,415.04

VENDOR NAME FDS Mobile AL, LLC

VENDOR NUMBER 298817

DEPT # 3038 **DEPT NAME** Real Estate

CONTRACT ADMINISTRATOR Carleen Stout-Clark

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Rhonda Hall Carleen Stout Clark **Date** 10/26/2023 10/26/23

Revised 5/16/2022 Tiffany Hollins

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT ("**Agreement**") is made and entered into this ____ day of _____, 2023 ("**Effective Date**"), by and between the **CITY OF MOBILE, ALABAMA**, a Municipal Corporation in the State of Alabama ("**Lessor**") and **FDS MOBILE AL, LLC**, a Delaware limited liability company ("**Lessee**").

RECITALS

WHEREAS, pursuant to that certain Ground Lease and Project Agreement dated April 18, 2023, by and between Lessor and Lessee (the "**Lease**"), Lessee ground leases from Lessor approximately 2.55 acres of real property located in the City of Mobile, State of Alabama, as more particularly described in Exhibit A attached hereto (the "**Property**").

WHEREAS, Lessor and Lessee desire to relocate a water line located on the Property in accordance with the plans attached hereto as Exhibit B (the "**Plans**").

WHEREAS, Lessee has engaged its contractor to perform the relocation work set forth on Exhibit C attached hereto (the "**Scope of Work**").

WHEREAS, Lessor agrees that it will benefit from the completion of the Scope of Work and therefore agrees to share the cost of the Scope of Work with Lessee on the terms set forth herein.

In consideration of the Recitals, which are incorporated by reference, the representations, covenants and warranties contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties, intending to be bound legally, agree as follows:

AGREEMENT

ARTICLE I

COVENANTS AND AGREEMENTS

Section 1.01 Reimbursement and Payment Obligations. Lessor and Lessee agree that the cost of the Scope of Work, as set forth in an agreement entered into between Lessee and its contractor, is approximately $1,159,100.06. Upon completion of the Scope of Work in accordance with the Plans and pursuant to the Scope of Work, and promptly after receipt from Lessee's contractor of

the final cost of the Scope of Work, Lessee shall submit an invoice to Lessor for an amount equal to sixty-five percent (65%) of the costs of the Scope of Work and Lessor shall pay the invoiced amount to Lessee within thirty (30) days of receipt of such invoice.

The parties agree that the total cost attributed to the Scope of Work may upon completion increase or decrease according to the final actual quantities. Lessor will pay prior approved cost overruns and change orders not caused by (i) Contractor negligence, or (ii) additional work designed to benefit Lessee only. Lessee may, if necessary, utilize change orders consistent with the Public Works law to respond to unanticipated conditions while using commercially reasonable efforts to ensure that prices are fair and reasonable. All change orders and cost overruns that affect the Lessor reimbursement amount will be submitted to Lessor for consideration 10 days prior to any work set forth in such change order or cost overrun being performed and if Lessor fails to respond within such 10 day period, such change order or cost overrun shall be deemed approved. The foregoing notwithstanding, in an emergency circumstance, Lessor shall respond to a change order or cost overrun request within 24 hours, and a failure to do so shall be deemed approval of such change order or cost overrun.

ARTICLE II

GENERAL PROVISIONS

Section 2.01 Final Expression; Modifications. Each party hereto acknowledges that this writing is intended as a final expression and a complete and exclusive statement of the terms of this Agreement. This Agreement supersedes all prior agreements and understandings, both written and oral, between the parties with respect to this Agreement.

Section 2.02 Benefit and Assignment. This Agreement is binding upon and inures to the benefit of each party hereto, and their respective successors and assigns.

Section 2.03 Severability. The invalidity or unenforceability of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part thereof.

Section 2.04 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without regard to its conflict of laws principles. Any action, suit or proceeding arising out of this Agreement shall be brought exclusively in federal or state court having jurisdiction in Mobile County, Alabama, and the Parties agree that such courts are the most convenient forum for resolution of any such action and further agree to submit to the jurisdiction of such courts and waive any right to object to venue in such courts.

Section 2.05 Waiver of Jury Trial. THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE

TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY RELATING TO THIS AGREEMENT WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY.

Section 2.06 No Third Party Beneficiaries. The provisions of this Agreement are only intended for the benefit of the parties hereto. This Agreement is not intended for the benefit of any other third party and shall not confer any rights to any creditor, lender or other person to whom any debts, liabilities or obligations are owed by any of the parties hereto.

Section 2.07 Notices. All notices, demands, requests, consents and other communications required or relating to this Agreement shall be effective only if in writing, and shall be personally delivered (by courier, overnight delivery service or otherwise), or shall be mailed United States registered or certified mail, return receipt requested, postage prepaid, to the other respective party at its address below, or at such other address as such other party shall designate by written notice. Any official courier or delivery service receipt or U. S. Postal Service delivery receipt shall constitute conclusive proof of such delivery.

If to Lessor:
City of Mobile, Alabama
205 Government Street
Fourth Floor
Mobile, Alabama 36602
Attn: Real Estate Department

If to Lessee:
FDS Mobile AL, LLC
c/o FD Stonewater, LLC
1001 19th Street N, Suite 1401
Arlington, VA 22209
Attn: Claiborne Williams
Email:
cwilliams@fdstonewater.com

With copies to:
City of Mobile, Alabama
205 Government Street
Ninth Floor
Mobile, Alabama 36602
Attn: Legal Department

With copies to:
FDS Mobile AL, LLC
c/o FD Stonewater, LLC
1001 19th Street N, Suite 1401
Arlington, VA 22209
Attn: General Counsel
Email :
perickson@fdstonewater.com;
hsimmons@fdstonewater.com

Section 2.08 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute only one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 2.09 No Warranty. Lessee specifically disclaims all warranties, including but not limited to any implied warranty that the Scope of Work performed, and the relocated water line, is suitable for a particular purpose, and Lessee shall have no liability to Lessor in connection with the Scope of Work or any defects, latent or apparent, therein. Lessee, however, shall use commercially reasonable efforts to cooperate with Lessor to cause Lessee's contractor to remedy defects, if any, in the Scope of Work.

[signature pages follow]

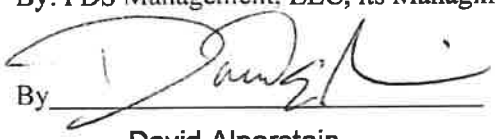
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

LESSEE :

FDS MOBILE AL, LLC

By: FDS Mobile Investors 1, LLC, its Managing Member

By: FDS Management, LLC, its Managing Member

By 

Name: David Alperstein

Title: Principal

LESSOR:

CITY OF MOBILE, ALABAMA, a Municipal Corporation in the State of Alabama

Name: _____
Its: _____
Date: _____

Attested by City Clerk:

_____

EXHIBIT A
PROPERTY

LOT "A", MOBILE CIVIC CENTER SUBDIVISION

Prepared by Wattier Surveying October 13, 2022

STATE OF ALABAMA

COUNTY OF MOBILE

COMMENCING AT A NAIL & DISK (WATTIER) IN THE CONCRETE SIDEWALK AT THE SOUTHWEST CORNER OF LOT 2, BLOCK 13 AS SHOWN ON THE LAND DISPOSAL MAP, EAST CHURCH STREET AREA, FIRST ADDITION, AS RECORDED IN MAP BOOK 18, PAGE 108, AS REVISED AND RE-RECORDED IN MAP BOOK 19, PAGE 133, OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 81°-57'-11" EAST ALONG THE RIGHT-OF-WAY LINE OF SOUTH LAWRENCE STREET A DISTANCE OF 6.17 FEET TO A CAPPED REBAR (WATTIER); THENCE RUN SOUTHEASTWARDLY ALONG THE NORTH RIGHT-OF-WAY LINE OF CANAL STREET (VARIABLE R/W) AND ALONG THE ARC OF A CURVE TO THE LEFT (HAVING A DELTA OF 72°-24'-17", A RADIUS OF 72.12 FEET, A CHORD BEARING OF SOUTH 55°-58'-32" EAST, AND A CHORD LENGTH OF 85.19 FEET) AN ARC DISTANCE OF 91.13 FEET TO A CAPPED REBAR; THENCE RUN EASTWARDLY ALONG SAID NORTH RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE TO THE LEFT (HAVING A DELTA OF 05°-27'-42", A RADIUS OF 613.16 FEET, A CHORD BEARING OF NORTH 85°-05'-29" EAST, AND A CHORD LENGTH OF 58.43 FEET) AN ARC DISTANCE OF 58.45 FEET TO A CAPPED REBAR (WATTIER) AT THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL: THENCE RUN NORTHWESTWARDLY ALONG THE ARC OF A CURVE TO THE RIGHT (HAVING A DELTA OF 99°-24'-30", A RADIUS OF 25.00 FEET, A CHORD BEARING OF NORTH 47°-56'-08" WEST, AND A CHORD LENGTH OF 38.14 FEET) AN ARC DISTANCE OF 43.38 FEET TO A CAPPED REBAR (WATTIER); THENCE RUN NORTH 01°-46'-07" EAST A DISTANCE OF 225.18 FEET TO A NAIL & DISK (WATTIER) IN ASPHALT; THENCE RUN NORTHEASTWARDLY ALONG THE ARC OF A CURVE TO THE RIGHT (HAVING A DELTA OF 90°-00'-00", A RADIUS OF 25.00 FEET, A CHORD BEARING OF NORTH 46°-46'-07" EAST, AND A CHORD LENGTH OF 35.36 FEET) AN ARC DISTANCE OF 39.27 FEET TO A NAIL & DISK (WATTIER) IN ASPHALT; THENCE RUN SOUTH 88°-13'-55" EAST A DISTANCE OF 393.14 FEET TO A CAPPED REBAR (WATTIER); THENCE RUN SOUTH 01°-46'-07" WEST A DISTANCE OF 12.40 FEET TO A CAPPED REBAR (WATTIER); THENCE RUN SOUTH 88°-13'-53" EAST A DISTANCE OF 28.49 FEET TO A NAIL & DISK (WATTIER) IN CONCRETE ON THE WEST RIGHT-OF-WAY LINE OF SOUTH CLAIBORNE STREET (VARIABLE R/W); THENCE RUN SOUTH 06°-05'-45" WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 7.62 FEET TO A

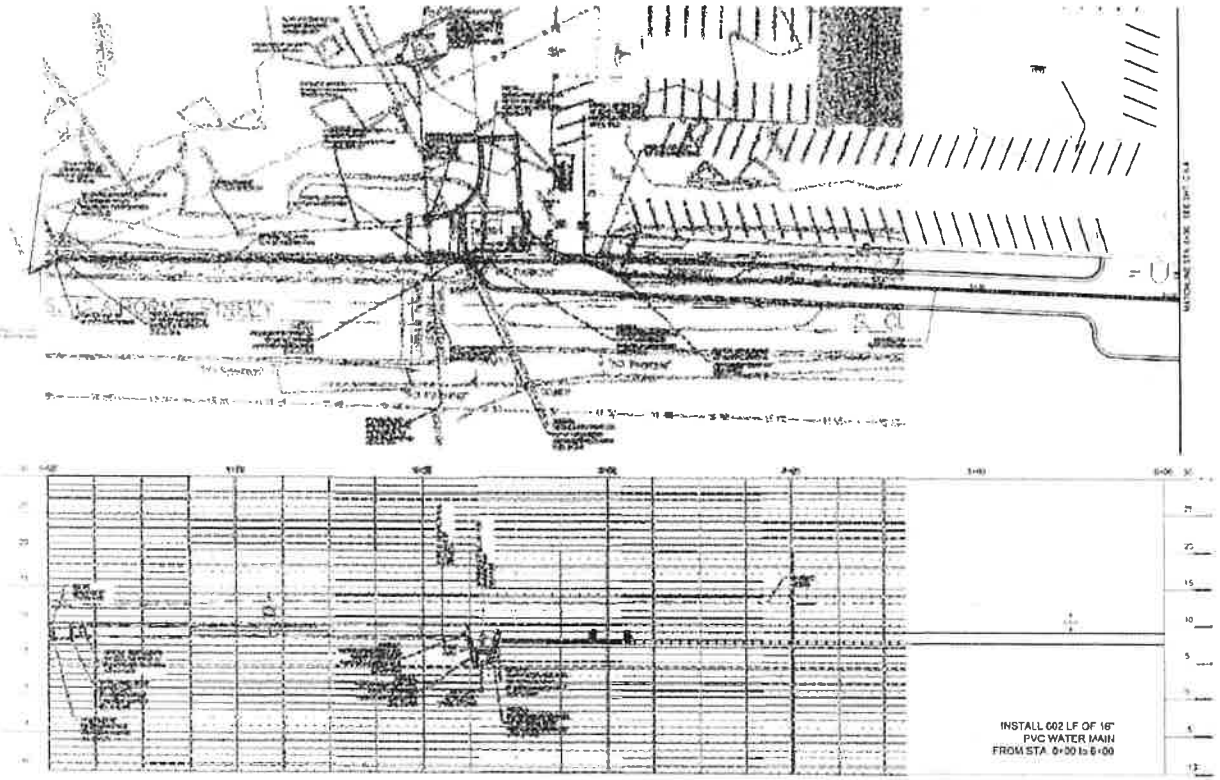
CONCRETE MONUMENT; THENCE RUN SOUTH 05°-46'-27" WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 229.94 FEET TO A NAIL & DISK (WATTIER) IN CONCRETE; THENCE RUN NORTH 88°-13'-53" WEST A DISTANCE OF 226.90 FEET TO A CAPPED REBAR (WATTIER); THENCE RUN WESTWARDLY ALONG THE ARC OF A CURVE TO THE LEFT (HAVING A DELTA OF 115°-39'-19", A RADIUS OF 472.69 FEET, A CHORD BEARING OF SOUTH 85°-56'-28" WEST, AND A CHORD LENGTH OF 95.99 FEET) AN ARC DISTANCE OF 96.15 FEET TO A CAPPED REBAR (WATTIER) ON THE NORTH RIGHT-OF-WAY LINE OF CANAL STREET (VARIABLE R/W); THENCE RUN WESTWARDLY ALONG SAID NORTH RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE TO THE RIGHT (HAVING A DELTA OF 03°-31'-15", A RADIUS OF 654.32 FEET, A CHORD BEARING OF SOUTH 80°-23'-37" WEST, AND A CHORD LENGTH OF 40.20 FEET) AN ARC DISTANCE OF 40.21 FEET TO A CAPPED REBAR (WATTIER); THENCE RUN WESTWARDLY ALONG SAID NORTH RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE TO THE RIGHT (HAVING A DELTA OF 03°-43'-38", A RADIUS OF 613.16 FEET, A CHORD BEARING OF SOUTH 80°-29'-49" WEST, AND A CHORD LENGTH OF 39.88 FEET) AN ARC DISTANCE OF 39.89 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 2.55 ACRES, MORE OR LESS.

SUBJECT TO THE FOLLOWING AREA RESERVED TO GRANTOR (DESCRIBING A PORTION OF THE ACCESS EASEMENT):

COMMENCING AT A NAIL & DISK (WATTIER) IN THE CONCRETE SIDEWALK AT THE SOUTHWEST CORNER OF LOT 2, BLOCK 13 AS SHOWN ON THE LAND DISPOSAL MAP, EAST CHURCH STREET AREA, FIRST ADDITION, AS RECORDED IN MAP BOOK 18, PAGE 108, AS REVISED AND RE-RECORDED IN MAP BOOK 19, PAGE 133, OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 81°-57'-11" EAST ALONG THE RIGHT-OF-WAY LINE OF SOUTH LAWRENCE STREET A DISTANCE OF 6.17 FEET TO A CAPPED REBAR (WATTIER); THENCE RUN SOUTHEASTWARDLY ALONG THE NORTH RIGHT-OF-WAY LINE OF CANAL STREET (VARIABLE R/W) AND ALONG THE ARC OF A CURVE TO THE LEFT (HAVING A DELTA OF 72°-24'-17", A RADIUS OF 72.12 FEET, A CHORD BEARING OF SOUTH 55°-58'-32" EAST, AND A CHORD LENGTH OF 85.19 FEET) AN ARC DISTANCE OF 91.13 FEET TO A CAPPED REBAR; THENCE RUN EASTWARDLY ALONG SAID NORTH RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE TO THE LEFT (HAVING A DELTA OF 05°-27'-42", A RADIUS OF 613.16 FEET, A CHORD BEARING OF NORTH 85°-05'-29" EAST, AND A CHORD LENGTH OF 58.43 FEET) AN ARC DISTANCE OF 58.45 FEET TO A CAPPED REBAR (WATTIER) AT THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL: THENCE RUN NORTHWESTWARDLY ALONG THE ARC OF A CURVE TO THE RIGHT (HAVING A DELTA OF 99°-24'-30", A RADIUS OF 25.00 FEET, A CHORD BEARING OF NORTH 47°-56'-08" WEST, AND A CHORD LENGTH OF 38.14 FEET) AN ARC DISTANCE OF 43.38 FEET TO A CAPPED REBAR (WATTIER); THENCE RUN NORTH 01°-46'-07" EAST A DISTANCE OF 225.18 FEET TO A NAIL & DISK

(WATTIER) IN ASPHALT; THENCE RUN NORTHEASTWARDLY ALONG THE ARC OF A CURVE TO THE RIGHT (HAVING A DELTA OF 82°-44'-22", A RADIUS OF 25.00 FEET, A CHORD BEARING OF NORTH 43°-08'-18" EAST, AND A CHORD LENGTH OF 33.05 FEET) AN ARC DISTANCE OF 36.10 FEET; THENCE RUN SOUTH 01°-46'-07" WEST A DISTANCE OF 176.63 FEET; THENCE RUN SOUTH 12°-26'-41" WEST A DISTANCE OF 44.36 FEET; THENCE RUN SOUTH 20°-31'-55" EAST A DISTANCE OF 57.64 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID CANAL STREET; THENCE RUN WESTWARDLY ALONG SAID NORTH RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE TO THE RIGHT (HAVING A DELTA OF 00°-36'-26", A RADIUS OF 613.16 FEET, A CHORD BEARING OF SOUTH 82°-03'-25" WEST, AND A CHORD LENGTH OF 6.50 FEET) AN ARC DISTANCE OF 6.50 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 0.13 ACRE (5,721 SQUARE FEET), MORE OR LESS.

EXHIBIT B
PLANS

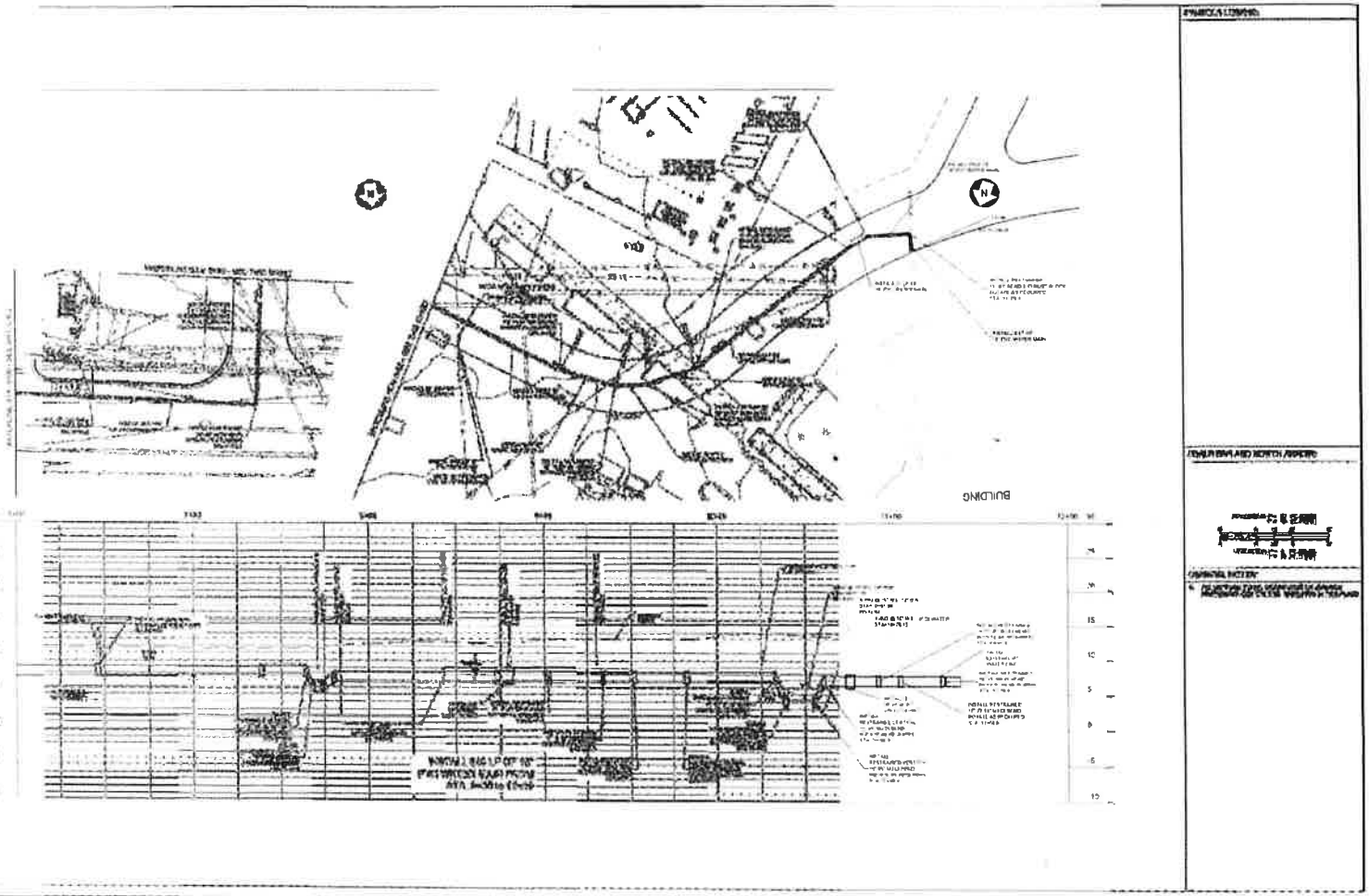


US Army Corps of Engineers
Mobile District

NEW LIBRARY
OFFICE BUILDING

PHASE II UTILITY
PLAN AND PROFILE
- CLAIBORNE ST.

C6.3



US Army Corps of Engineers
Mobile District

NEW NRACE OFFICE BUILDING

PHASE II UTILITY PLAN AND PROFILE - GWO CENTER

C6.4

EXHIBIT C
SCOPE OF WORK

FD | STONEWATER

USACE Mobile - Price Proposal to City of Mobile
CO #: N/A - Utility Reroute (Revision 3)
October 18, 2023

Item	Description	Quantity	Unit	Unit Cost	Cost
	Construction Costs:				
1	Water Main and Bends	1	LS	$ 640,737	$ 640,737
2	Sanitary Sewer Line	1	LS	$ 140,968	$ 140,968
3	Traffic Control	6	WKS	$ 2,670	$ 16,020
4	Trenching	38	LF	$ 682	$ 25,916
5	Sidewalk Replace (at FDS LOD only)	3180	SF	$ 7.90	$ 25,122
6	Entrance Drive Replace (at FDS LOD only)	535	SF	$ 15.75	$ 8,426
7	Curb and Gutter Replace (at FDS LOD only)	309	LF	$ 19.80	$ 6,118
8	Asphalt Replace	4743	SF	$ 13.00	$ 61,659
9	Landscape Repairs Allowance	1	ALLOW	$ 40,000	$ 40,000
10	Sanitary Sewer Line Reduction	1	LS	$ (36,750)	$ (36,750)
11	Claiborne Street Cut/Excavation/Repair	1	LS	$ 19,500	$ 19,500
12	Linestop (ilo Insertavalve)	1	EA	$ 59,603	$ 59,603
13	Concrete Jersey Barriers (12 month rental)	1	LS	$ 43,415	$ 43,415
14	Hard Cost Subtotal	1	LS		$ 1,050,734.45
15	Construction Contingency	1	PCT	3.00%	$ 31,522.03
16	Builder's Risk Insurance*	1	PCT	0.67%	$ 7,039.92
17	GC Bond, Subguard, Liability Insurance	1	PCT	2.40%	$ 25,222.88
18	GC Fee and General Conditions	1	PCT	4.00%	$ 44,580.77
19	Subtotal Cost of the Work	1	LS		$ 1,159,100.06
20	Other FDS Costs	1	LS	$ -	EXCLUDED
21	FDS Project Management Fees	1	PCT	6.00%	EXCLUDED
22	City Pro-Rated Share	1	PCT	65.00%	$ 753,415.04
23	FDS Pro-Rated Share	1	PCT	35.00%	$ 405,685.02
24	**Total Cost (to City of Mobile)**				**$ 753,415.04**

EXCLUSIONS/QUALIFICATIONS:

1 The price above is based on the Mott MacDonald "COM Civic Center Utility Relocation 09-19-23 SIGNED" PDF. To the best of our knowledge, the City receive ALDOT approval on (and a special permit agreement for) this plan set on 10/5/23.

2 The price above EXCLUDES the repair/removal/abatement of any unforeseen existing utilities or existing conditions not shown on plans.

3 The price above excludes and sidewalk or curb/gutter work along Claiborne Street except where it is adjacent to the FDS/USACE leased parcel.

4 Per request from Sam Matheny (Volkert, Inc) on 10/18/23 the HCB Add/Alt cost of $46,227 to provide concrete jersey barriers (ilo barrels) for 12 months along Claiborne Street has been included in the pricing above.

Please provide written approval of this proposal. Thank you.
Sincerely,

Claiborne Williams - Partner, FD Stonewater

1001 N 19th Street
Suite 1401
Arlington, VA 22209

AGENDA ITEM SUMMARY SHEET

Agenda of:11/14/2023

Submitted by:
Ricardo Woods

Sponsored by:
Mayor Stimpson

Purpose and Scope of Project:
To engage PM Group, Inc. for strategic communications and community engagement services

Amount of Contract:
$194,000.00

Effective Date of Contract:
11/15/2023

Funding Source

Project # 10041532 / 40010 **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION	Resolution Letter	11/2/2023
Agreement	Backup Material	11/2/2023

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	11/2/2023 - 12:00 PM
Legal	Kern, Chris	Approved	11/2/2023 - 10:13 AM
Mayors Office	Montgomery, Brandi	Approved	11/2/2023 - 2:20 PM

Legal	Kern, Chris	Approved	11/2/2023 - 10:14 AM

2023

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are authorized to execute and attest, respectively, for and on behalf of the City of Mobile, the Agreement for Strategic Communication Services between the City of Mobile and PM Group, Inc., attached hereto or one with wording substantially similar, and made apart hereof, as though set forth in full, and to take such further action necessary to effectuate the Agreement. A copy of said Agreement is on file in the office of the City Clerk.

ADOPTED: _____

_____
City Clerk

AGREEMENT FOR STRATEGIC COMMUNICATION SERVICES BETWEEN THE CITY OF MOBILE AND PM GROUP, INC.

THIS AGREEMENT ("Agreement"), dated _____, 2023, ("Effective Date") is made by and between the City of Mobile, Alabama, (COM), a municipal corporation organized and existing under the laws of the State of Alabama ("City"), and PM Group, Inc., (PMG) an Alabama Corporation ("Service Provider").

WHEREAS, (PM Group, Inc.) (PMG), Service Provider offers strategic communications and community engagement services to the City of Mobile Public Safety department.

WHEREAS, the City of Mobile desires to utilize professional services in order to help the City of Mobile Police Department increase trust and awareness within the police department and communities throughout the City of Mobile.

WHEREAS, on _____, the City Council approved a contract with PM Group, Inc. to begin engaging the City of Mobile, for strategic communications and community engagement services.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. SCOPE OF WORK : The services to be performed by the Service Provider under this Agreement ("Services") for City of Mobile Police Department are as follows:

ASSESS & REVIEW:

- Conduct research to understand the current image and perception of the MPD within the community.
- Meet with identified community leaders to gain insight and perspectives.
- Analyze public sentiment, media coverage, social media conversations, and any existing surveys or studies related to the department's reputation.

IDENTIFY STAKEHOLDERS AND GOALS:

- Identify the key stakeholders involved, including public safety leaders, city officials, community organizations, and the police department itself.
- Collaborate with Chief of Police to establish clear goals for the communication strategy.
- Establish framework for improving trust and transparency, enhancing community engagement, and showcasing the department's positive initiatives.

DEVELOP A STRONG MESSAGE:

- Develop a consistent message and vision statement that will form the foundation of the MPD's communication strategy.
- Establish and emphasize the department's commitment to public safety, community partnerships, accountability, and a fair and unbiased approach to law enforcement.
- Identify and address specific concerns and highlight the department's unique strengths.

POLICE CHIEF COMMUNICATION:

- Communications Training: Arrange sessions for Police Chief to initiate various scenarios; including media interviews and public forum discussions.
- Strategy designed for bridging techniques to help express empathy and gain trust.

CULTIVATE TRANSPARENT EXTERNAL COMMUNICATION:

- Foster open and transparent communication channels between the police department and the community.
- Participate in identified town hall meetings, public forums, and interactive platforms such as social media or online communities.
- Encourage two-way communication, actively listen to community concerns, and respond with empathy and clarity.

TRAIN AND EDUCATE OFFICERS: (USING TRAIN THE TRAINER MODEL)

- Provide training for officers on effective communication, community engagement, and cultural sensitivity.
- Encourage and empower officers to be ambassadors of the department's positive image through their interactions with the community.

MONITOR AND EVALUATE:

- Continuously monitor the effectiveness of the strategy by tracking public sentiment, media coverage, and community feedback.
- Utilize surveys, focus groups, and data analytics to gauge the impact of strategy efforts.
- Make adjustments and refinements based on the feedback received.

LONG-TERM SUSTAINABILITY:

- Review to ensure that the strategy is sustainable for the long-term.
- Create accountability protocol for ongoing commitment to building trust and positive relationships with the community.
- Review and adapt the strategy periodically to address evolving community needs and concerns.

It is our commitment to introduce a strategy that aims to improve the Mobile Police Department's image and deliver positive messages throughout the community. Remember, building trust and changing public perception takes time, so consistency, transparency, and genuine community engagement are crucial for long-term success.

2. TERM: The Services are to be performed beginning November, 2023 through September 30, 2024. This timeline should be flexible and adaptable in the event of any unforeseen and/or changing circumstances. By written agreement, the parties can extend said term.

3. COMPENSATION: Service provider's fees are as follows:
The amount payable to (PMG) for the services provided under this Agreement, shall be in the amount of $194,000. This amount shall be paid in ten equal payments of $19,400 per month.

4. INVOICE: Service Provider shall submit an invoice for said monthly fee at the appropriate time. The City will not pay Service Provider for any travel expenses that have not been pre-approved. It is the Service Provider's responsibility to ensure that it is properly registered with the City as a vendor to receive payment.

5. CONFIDENTIALITY: Service Provider shall treat as confidential and proprietary all information and data delivered to it by City and its employees. All such information and data shall not be disclosed to any third party during or subsequent to the term of this Agreement. Nothing contained herein shall preclude Service Provider from disclosing information or data where disclosure or submission is required by applicable statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and all other requirements of any and all governmental or judicial entities that have jurisdiction over the Services, but only after prior written notice has been given to City.

6. RIGHTS IN DATA: All right, title and interest in and to the work products provided by Service Provider to City shall be the property of City ("Work Product"). Methodologies, process know-how and other instruments of service used to prepare the Work Product shall remain the property of Service Provider. Any modification or reuse of the Work Product without written verification or adaptation by Service Provider for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Service Provider.

7. INSURANCE REQUIREMENTS: Service Provider shall procure and maintain for the entire duration of the project, at its own expense, such insurance as will protect it and the City (including the City's agents, employees, and elected officials) at the limits, coverages, and other terms set forth herein:

A. Types of Insurance Coverage and Limits

1. Automobile Liability Insurance: Limits of $1,000,000 combined single limit covering "Any Auto" utilized by the Service Provider, its agents, servants, or employees in any way for its work under this Agreement. In the event a policy

covering "Any Auto" is not available, said policy shall cover at a minimum owned, non-owned, and hired automobiles.

2. Workers Compensation and Employer's Liability Insurance: Said insurance must not be less than limits of $1,000,000 for Employer's Liability (each accident); $1,000,000 for Employer's Liability disease (policy limit); and $1,000,000 for Employer's Liability disease (each employee).

3. Professional Liability Insurance: Said insurance must not be less than limits of $1,000,000 for Service Provider's liability.

B. Waiver of Subrogation: The automobile liability, professional liability, and workers compensation coverages must contain a waiver of subrogation in favor of the City, and such waiver shall be reflected on the Certificate(s) of Insurance. Service Provider does hereby waive any and all subrogation rights against the City, its elected officials, agents, employees, and officials, for any claims arising from the work related to this project or this Agreement. Service Provider further agrees to provide notice of this waiver to its insurer, and to secure its insurer's acknowledgment and consent to this waiver.

C. Non-Waiver: Failure by the City to insist on the issuance of insurance policies which conform with these requirements does not constitute a waiver of the City's right to assert a breach of any condition or requirement related to Service Provider's insurance or otherwise contained in this Agreement.

8. INDEMNITY: Service Provider its agents, employees, and officers hereby agree to indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, elected officials, and representatives, from all claims of any nature whatsoever arising in connection with any acts or omission in the performance of this Agreement, and further to release the City and its agents, employees, elected officials, and representatives from any and all claims whatsoever arising from its undertakings pursuant to this Agreement. It is the specific and express intent of the parties to this Agreement for the foregoing covenants and indemnity obligations to run in favor of the City and its agents, employees, elected officials, and representatives to the fullest extent permitted by applicable law.

Nothing contained in this Agreement shall be deemed to constitute, either as to Service Provider or as to third parties, a waiver of any statuary damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama (1975), as the same may be amended from time to time, and in any other statues, case law or otherwise available to the City.

9. ANTI-DISCRIMINATION: Service Provider shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to Sections 14-9 and 14-10, Mobile City Code, and by doing so agrees that it either will have, or will provide City with written proof demonstrating good faith efforts to procure, at least fifteen (15) percent participation by socially and economically disadvantaged individuals.

10. ANTI-BOYCOTT: By signing this Agreement, Service Provider represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade pursuant to Section 41-16-5, Code of Alabama 1975.

11. VENUE: The Parties agree that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Mobile County, Alabama.

12. SEVERABILITY: In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

13. IMMIGRATION COMPLIANCE: By signing this Agreement, Service Provider affirms, for the duration of the Agreement, that it will not violate Federal or State immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, if found to be in violation of this provision, Service Provider shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom. Pursuant to Alabama Code (1975) Section 31-13-9, if Service Provider employs one or more employees within the State of Alabama, Service Provider shall provide documentation establishing that Service Provider is enrolled in the E-Verify program.

14. FORCE MAJEUR: The City or the Service Provider shall be excused from performance of any and all of its obligations hereinunder to the extend and for the time such performance is rendered impossible or impactable due to acts of God, labor unrest, war, riot, civic disturbance, contagious disease, or any other cause beyond the reasonable control of the City or Service Provider.

15. NO PARTNERSHIP CREATED: Nothing herein is intended or shall be construed in any way to create or establish the relationship of partners, agency relationship or a joint venture between the City and Service Provider.

16. NO THIRD-PARTY BENEFIT: Service Provider and the City enter this Agreement for their mutual benefit and not for the benefit of any third parties.

17. TERMINATION: Service Provider agrees that the City, at its sole discretion, including upon violation of any of the covenants and agreements herein contained, or on account of any act or omission or commission of the Service Provider, may, at its option, terminate and cancel this Agreement by giving notice to Service Provider.

18. ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and

understandings with respect thereto. No other agreements, representations, warranties or other matters, whether oral or written, will be deemed to bind the parties hereto with respect to the subject matter hereof. This Agreement shall not be altered, modified or amended in whole or in part, except in a writing executed by each of the parties hereto.

19. NOTICE: Any communication given pursuant to this Agreement will be in writing to the parties as listed below:

City: City of Mobile
P.O Box 1827
Mobile, AL 36633

Service Provider: PM Group, Inc.
P.O. Box 851088
Mobile, AL 36685

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties as of the above referenced date.

CITY OF MOBILE, a Municipal Corporation

By:_____
Name: William S. Stimpson
As its: Mayor

SERVICE PROVIDER: PM Group, Inc.

By:_____
Name: Juan Peasant
As its: President

ATTEST:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/14/2023

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase orders for diesel and unleaded fuel for various locations.

Amount of Contract:
Total= $281,847.96

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20231101 Agenda Package Fuel POs	Cover Memo	11/1/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	11/2/2023 - 2:19 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
1320	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$18,820.64	(279229) PETROLEUM TRADERS CORPORATION
1326	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$18,820.64	(279229) PETROLEUM TRADERS CORPORATION
1328	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$18,820.64	(279229) PETROLEUM TRADERS CORPORATION
1329	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$18,820.64	(279229) PETROLEUM TRADERS CORPORATION
1330	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$18,820.64	(279229) PETROLEUM TRADERS CORPORATION
1331	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (SEALED BID 5845)	$24,538.01	(298802) CAMPBELL OIL COMPANY
1332	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (SEALED BID 5845)	$23,315.25	(298802) CAMPBELL OIL COMPANY

1333	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (SEALED BID 5845)	$23,315.25	(298802) CAMPBELL OIL COMPANY
1335	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (SEALED BID 5845)	$23,315.25	(298802) CAMPBELL OIL COMPANY
1338	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (SEALED BID 5845)	$23,315.25	(298802) CAMPBELL OIL COMPANY
1339	2023	(2050) FLEET MANAGEMENT GARAGE	4TH PRECINCT DIESEL FUEL (SEALED BID 5845)	$23,315.25	(298802) CAMPBELL OIL COMPANY
1340	2023	(2050) FLEET MANAGEMENT GARAGE	4TH PRECINCT DIESEL FUEL (SEALED BID 5845)	$23,315.25	(298802) CAMPBELL OIL COMPANY
1341	2023	(2050) FLEET MANAGEMENT GARAGE	4TH PRECINCT DIESEL FUEL (SEALED BID 5845)	$23,315.25	(298802) CAMPBELL OIL COMPANY

Adopted:

_____

City Clerk

Bill To	Requisition 00001320-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45025.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/31/23	279229				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE.	8200.00 GALLON	2.29000	18778.00
	Vendor Item			
	Inventory Item/Loc 14054			
	1 7000.40.20.0000.0000.2070.0000.0000.45025.			18778.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA GEE			
	Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE	8200.00 EACH	0.00520	42.64
	Vendor Item			
	Inventory Item/Loc 7982			
	1 7000.40.20.0000.0000.2070.0000.0000.45025.			42.64

Bill To	Requisition 00001320-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45025.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/31/23	279229				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

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

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 18820.64

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45025.	18820.64	
MOTOR POOL EXP FUEL		

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

Activity	Date	Clerk	Comment
Approved	10/31/23	CHARLES SUMRALL	
Approved	10/31/23	DONALD ROSE	Auto approved by: 9105neej
Approved	10/31/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	10/31/23	STEVEN KRONINGER	Auto approved by: 9105neej
Approved	10/31/23	SAMANTHA COOLEY	Auto approved by: 9105neej
Approved	10/31/23	JOHN PAINE	Auto approved by: 9105neej
Approved	10/31/23	MICHAEL SPAFFORD	Auto approved by: 9105neej

Bill To	Requisition 00001320-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45025.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/31/23	279229				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Approved 10/31/23 JAMES NEESE JR			

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00001326-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/31/23	279229				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE.	8200.00 GALLON	2.29000	18778.00
	Vendor Item			
	Inventory Item/Loc 14054			
	1 7000.40.20.0000.0000.2070.0000.0000.45020.			18778.00
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
002	MARGIN PRICE	8200.00 EACH	0.00520	42.64
	Vendor Item			
	Inventory Item/Loc 7982			
	1 7000.40.20.0000.0000.2070.0000.0000.45025.			42.64

Bill To	Requisition 00001326-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/31/23	279229				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

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

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 18820.64

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

Account		Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45020.			
		18778.00	
MOTOR POOL EXP	FUEL & LUBRICANTS		
7000.40.20.0000.0000.2070.0000.0000.45025.			
		42.64	
MOTOR POOL EXP	FUEL		

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

Activity	Date	Clerk	Comment
Approved	10/31/23	CHARLES SUMRALL	
Approved	10/31/23	DONALD ROSE	Auto approved by: 9105neej
Approved	10/31/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	10/31/23	STEVEN KRONINGER	Auto approved by: 9105neej

Bill To	Requisition 00001326-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/31/23	279229				MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	10/31/23	SAMANTHA COOLEY		Auto approved by: 9105neej	
	Approved	10/31/23	JOHN PAINE		Auto approved by: 9105neej	
	Approved	10/31/23	MICHAEL SPAFFORD		Auto approved by: 9105neej	
	Approved	10/31/23	JAMES NEESE JR			

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00001328-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45025.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/31/23	279229				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE.	8200.00 GALLON	2.29000	18778.00
	Vendor Item			
	Inventory Item/Loc 14054			
	1 7000.40.20.0000.0000.2070.0000.0000.45025.			18778.00
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
002	MARGIN PRICE	8200.00 EACH	0.00520	42.64
	Vendor Item			
	Inventory Item/Loc 7982			
	1 7000.40.20.0000.0000.2070.0000.0000.45025.			42.64

Bill To	Requisition 00001328-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45025.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/31/23	279229				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

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

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 18820.64

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45025.	18820.64	
MOTOR POOL EXP FUEL		

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

Activity	Date	Clerk	Comment
Approved	10/31/23	CHARLES SUMRALL	
Approved	10/31/23	DONALD ROSE	Auto approved by: 9105neej
Approved	10/31/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	10/31/23	STEVEN KRONINGER	Auto approved by: 9105neej
Approved	10/31/23	SAMANTHA COOLEY	Auto approved by: 9105neej
Approved	10/31/23	JOHN PAINE	Auto approved by: 9105neej
Approved	10/31/23	MICHAEL SPAFFORD	Auto approved by: 9105neej

Bill To	Requisition 00001328-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45025.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/31/23	279229				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Approved 10/31/23 JAMES NEESE JR			

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00001329-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45025.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/31/23	279229				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE.	8200.00 GALLON	2.29000	18778.00
	Vendor Item			
	Inventory Item/Loc 14054			
	1 7000.40.20.0000.0000.2070.0000.0000.45025.			18778.00
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
002	MARGIN PRICE	8200.00 EACH	0.00520	42.64
	Vendor Item			
	Inventory Item/Loc 7982			
	1 7000.40.20.0000.0000.2070.0000.0000.45025.			42.64

Bill To	Requisition 00001329-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45025. Review: Buyer: 9105neej Status: Approved Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/31/23	279229				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

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

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 18820.64

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45025.	18820.64	
MOTOR POOL EXP FUEL		

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

Activity	Date	Clerk	Comment
Approved	10/31/23	CHARLES SUMRALL	
Approved	10/31/23	DONALD ROSE	Auto approved by: 9105neej
Approved	10/31/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	10/31/23	STEVEN KRONINGER	Auto approved by: 9105neej
Approved	10/31/23	SAMANTHA COOLEY	Auto approved by: 9105neej
Approved	10/31/23	JOHN PAINE	Auto approved by: 9105neej
Approved	10/31/23	MICHAEL SPAFFORD	Auto approved by: 9105neej

Bill To	Requisition 00001329-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45025.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/31/23	279229				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Approved 10/31/23 JAMES NEESE JR			

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00001330-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45025.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/31/23	279229				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE.	8200.00 GALLON	2.29000	18778.00
	Vendor Item			
	Inventory Item/Loc 14054			
	1 7000.40.20.0000.0000.2070.0000.0000.45025.			18778.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
	Delivery Reference TRAVESIA AGEE			
	Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE	8200.00 EACH	0.00520	42.64
	Vendor Item			
	Inventory Item/Loc 7982			
	1 7000.40.20.0000.0000.2070.0000.0000.45025.			42.64

Bill To	Requisition 00001330-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45025.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/31/23	279229				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

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

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 18820.64

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45025.	18820.64	
MOTOR POOL EXP FUEL		

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

Activity	Date	Clerk	Comment
Approved	10/31/23	CHARLES SUMRALL	
Approved	10/31/23	DONALD ROSE	Auto approved by: 9105neej
Approved	10/31/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	10/31/23	STEVEN KRONINGER	Auto approved by: 9105neej
Approved	10/31/23	SAMANTHA COOLEY	Auto approved by: 9105neej
Approved	10/31/23	JOHN PAINE	Auto approved by: 9105neej
Approved	10/31/23	MICHAEL SPAFFORD	Auto approved by: 9105neej

Bill To	Requisition 00001330-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45025. Review: Buyer: 9105neej Status: Approved Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/31/23	279229				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Approved 10/31/23 JAMES NEESE JR			

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00001331-00 FY 2024
ACCOUNTS PAYABLE	PO 24001140
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45025.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Converted Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/31/23	298802	11/01/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	BID #5845.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7530.00 GALLON	3.25000	24472.50
	Vendor Item			
	Inventory Item/Loc 5295			
	1 7000.40.20.0000.0000.2070.0000.0000.45025.			24472.50
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE			
	Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE	7530.00 EACH	0.00870	65.51
	Vendor Item			
	Inventory Item/Loc 7982			
	1 7000.40.20.0000.0000.2070.0000.0000.45025.			65.51

Bill To	Requisition 00001331-00 FY 2024
ACCOUNTS PAYABLE	PO 24001140
P O BOX 389	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45025.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Converted Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/31/23	298802	11/01/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

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

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 24538.01

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45025.	24538.01	
MOTOR POOL EXP FUEL		

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

Activity	Date	Clerk	Comment
CCancelled	10/31/23	JAMES NEESE JR	GL Allocation, GL Allocation c
Approved	10/31/23	CHARLES SUMRALL	
Approved	10/31/23	DONALD ROSE	Auto approved by: 9105neej
Approved	10/31/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	10/31/23	STEVEN KRONINGER	Auto approved by: 9105neej
Approved	10/31/23	SAMANTHA COOLEY	Auto approved by: 9105neej
Approved	10/31/23	JOHN PAINE	Auto approved by: 9105neej

Bill To	Requisition 00001331-00 FY 2024
ACCOUNTS PAYABLE	PO 24001140
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45025.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Converted Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/31/23	298802	11/01/23			MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	10/31/23	MICHAEL SPAFFORD		Auto approved by: 9105neej	
	Approved	10/31/23	JAMES NEESE JR			

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00001332-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45025.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/31/23	298802				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	BID #5845.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7500.00 GALLON	3.10000	23250.00
	Vendor Item			
	Inventory Item/Loc 5295			
	1 7000.40.20.0000.0000.2070.0000.0000.45025.			23250.00
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
002	MARGIN PRICE	7500.00 EACH	0.00870	65.25
	Vendor Item			
	Inventory Item/Loc 7982			
	1 7000.40.20.0000.0000.2070.0000.0000.45025.			65.25

Bill To	Requisition 00001332-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45025. Review: Buyer: 9105neej Status: Approved Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/31/23	298802				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

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

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 23315.25

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45025.	23315.25	
MOTOR POOL EXP FUEL		

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

Activity	Date	Clerk	Comment
Approved	10/31/23	CHARLES SUMRALL	
Approved	10/31/23	DONALD ROSE	Auto approved by: 9105neej
Approved	10/31/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	10/31/23	STEVEN KRONINGER	Auto approved by: 9105neej
Approved	10/31/23	SAMANTHA COOLEY	Auto approved by: 9105neej
Approved	10/31/23	JOHN PAINE	Auto approved by: 9105neej
Approved	10/31/23	MICHAEL SPAFFORD	Auto approved by: 9105neej

Bill To	Requisition 00001332-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45025.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/31/23	298802				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Approved 10/31/23 JAMES NEESE JR			

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00001333-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45025.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/31/23	298802				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	BID #5845.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7500.00 GALLON	3.10000	23250.00
	Vendor Item			
	Inventory Item/Loc 5295			
	1 7000.40.20.0000.0000.2070.0000.0000.45025.			23250.00
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
002	MARGIN PRICE	7500.00 EACH	0.00870	65.25
	Vendor Item			
	Inventory Item/Loc 7982			
	1 7000.40.20.0000.0000.2070.0000.0000.45025.			65.25

Bill To	Requisition 00001333-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45025. Review: Buyer: 9105neej Status: Approved Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/31/23	298802				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

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

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 23315.25

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45025.	23315.25	
MOTOR POOL EXP FUEL		

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

Activity	Date	Clerk	Comment
Approved	10/31/23	CHARLES SUMRALL	
Approved	10/31/23	DONALD ROSE	Auto approved by: 9105neej
Approved	10/31/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	10/31/23	STEVEN KRONINGER	Auto approved by: 9105neej
Approved	10/31/23	SAMANTHA COOLEY	Auto approved by: 9105neej
Approved	10/31/23	JOHN PAINE	Auto approved by: 9105neej
Approved	10/31/23	MICHAEL SPAFFORD	Auto approved by: 9105neej

Bill To	Requisition 00001333-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45025. Review: Buyer: 9105neej Status: Approved Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/31/23	298802				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Approved 10/31/23 JAMES NEESE JR			

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00001335-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45025.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/31/23	298802				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	BID #5845.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7500.00 GALLON	3.10000	23250.00
	Vendor Item			
	Inventory Item/Loc 5295			
	1 7000.40.20.0000.0000.2070.0000.0000.45025.			23250.00
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
002	MARGIN PRICE	7500.00 EACH	0.00870	65.25
	Vendor Item			
	Inventory Item/Loc 7982			
	1 7000.40.20.0000.0000.2070.0000.0000.45025.			65.25

Bill To	Requisition 00001335-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45025. Review: Buyer: 9105neej Status: Approved Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/31/23	298802				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

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

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 23315.25

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45025.	23315.25	
MOTOR POOL EXP FUEL		

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

Activity	Date	Clerk	Comment
Approved	10/31/23	CHARLES SUMRALL	
Approved	10/31/23	DONALD ROSE	Auto approved by: 9105neej
Approved	10/31/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	10/31/23	STEVEN KRONINGER	Auto approved by: 9105neej
Approved	10/31/23	SAMANTHA COOLEY	Auto approved by: 9105neej
Approved	10/31/23	JOHN PAINE	Auto approved by: 9105neej
Approved	10/31/23	MICHAEL SPAFFORD	Auto approved by: 9105neej

Bill To	Requisition 00001335-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45025.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/31/23	298802				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Approved 10/31/23 JAMES NEESE JR			

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00001338-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45025.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/31/23	298802				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	BID #5845.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7500.00 GALLON	3.10000	23250.00
	Vendor Item			
	Inventory Item/Loc 5295			
	1 7000.40.20.0000.0000.2070.0000.0000.45025.			23250.00
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
002	MARGIN PRICE	7500.00 EACH	0.00870	65.25
	Vendor Item			
	Inventory Item/Loc 7982			
	1 7000.40.20.0000.0000.2070.0000.0000.45025.			65.25

Bill To	Requisition 00001338-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45025. Review: Buyer: 9105neej Status: Approved Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/31/23	298802				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 23315.25

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45025.	23315.25	
MOTOR POOL EXP FUEL		

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

Activity	Date	Clerk	Comment
Approved	10/31/23	CHARLES SUMRALL	
Approved	10/31/23	DONALD ROSE	Auto approved by: 9105neej
Approved	10/31/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	10/31/23	STEVEN KRONINGER	Auto approved by: 9105neej
Approved	10/31/23	SAMANTHA COOLEY	Auto approved by: 9105neej
Approved	10/31/23	JOHN PAINE	Auto approved by: 9105neej
Approved	10/31/23	MICHAEL SPAFFORD	Auto approved by: 9105neej

Bill To	Requisition 00001338-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45025. Review: Buyer: 9105neej Status: Approved Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/31/23	298802				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Approved 10/31/23 JAMES NEESE JR			

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00001339-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45025.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/31/23	298802				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	BID #5845.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7500.00 GALLON	3.10000	23250.00
	Vendor Item			
	Inventory Item/Loc 5295			
	1 7000.40.20.0000.0000.2070.0000.0000.45025.			23250.00
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
002	MARGIN PRICE	7500.00 EACH	0.00870	65.25
	Vendor Item			
	Inventory Item/Loc 7982			
	1 7000.40.20.0000.0000.2070.0000.0000.45025.			65.25

Bill To	Requisition 00001339-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45025.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/31/23	298802				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

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

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 23315.25

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45025.	23315.25	
MOTOR POOL EXP FUEL		

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

Activity	Date	Clerk	Comment
Approved	10/31/23	CHARLES SUMRALL	
Approved	10/31/23	DONALD ROSE	Auto approved by: 9105neej
Approved	10/31/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	10/31/23	STEVEN KRONINGER	Auto approved by: 9105neej
Approved	10/31/23	SAMANTHA COOLEY	Auto approved by: 9105neej
Approved	10/31/23	JOHN PAINE	Auto approved by: 9105neej
Approved	10/31/23	MICHAEL SPAFFORD	Auto approved by: 9105neej

Bill To	Requisition 00001339-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45025. Review: Buyer: 9105neej Status: Approved Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/31/23	298802				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Approved 10/31/23 JAMES NEESE JR			

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00001340-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45025.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/31/23	298802				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	BID #5845.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7500.00 GALLON	3.10000	23250.00
	Vendor Item			
	Inventory Item/Loc 5295			
	1 7000.40.20.0000.0000.2070.0000.0000.45025.			23250.00
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
002	MARGIN PRICE	7500.00 EACH	0.00870	65.25
	Vendor Item			
	Inventory Item/Loc 7982			
	1 7000.40.20.0000.0000.2070.0000.0000.45025.			65.25

Bill To	Requisition 00001340-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45025. Review: Buyer: 9105neej Status: Approved Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/31/23	298802				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

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

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 23315.25

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45025.	23315.25	
MOTOR POOL EXP FUEL		

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

Activity	Date	Clerk	Comment
Approved	10/31/23	CHARLES SUMRALL	
Approved	10/31/23	DONALD ROSE	Auto approved by: 9105neej
Approved	10/31/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	10/31/23	STEVEN KRONINGER	Auto approved by: 9105neej
Approved	10/31/23	SAMANTHA COOLEY	Auto approved by: 9105neej
Approved	10/31/23	JOHN PAINE	Auto approved by: 9105neej
Approved	10/31/23	MICHAEL SPAFFORD	Auto approved by: 9105neej

Bill To	Requisition 00001340-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45025. Review: Buyer: 9105neej Status: Approved Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/31/23	298802				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Approved 10/31/23 JAMES NEESE JR			

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00001341-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45025.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/31/23	298802				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	BID #5845.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7500.00 GALLON	3.10000	23250.00
	Vendor Item			
	Inventory Item/Loc 5295			
	1 7000.40.20.0000.0000.2070.0000.0000.45025.			23250.00
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
002	MARGIN PRICE	7500.00 EACH	0.00870	65.25
	Vendor Item			
	Inventory Item/Loc 7982			
	1 7000.40.20.0000.0000.2070.0000.0000.45025.			65.25

Bill To	Requisition 00001341-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45025.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/31/23	298802				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

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

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 23315.25

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45025.	23315.25	
MOTOR POOL EXP FUEL		

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

Activity	Date	Clerk	Comment
Approved	10/31/23	CHARLES SUMRALL	
Approved	10/31/23	DONALD ROSE	Auto approved by: 9105neej
Approved	10/31/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	10/31/23	STEVEN KRONINGER	Auto approved by: 9105neej
Approved	10/31/23	SAMANTHA COOLEY	Auto approved by: 9105neej
Approved	10/31/23	JOHN PAINE	Auto approved by: 9105neej
Approved	10/31/23	MICHAEL SPAFFORD	Auto approved by: 9105neej

Bill To	Requisition 00001341-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45025. Review: Buyer: 9105neej Status: Approved Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/31/23	298802				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Approved 10/31/23 JAMES NEESE JR			

Authorized By: _____ Date: _____
Signature

BID #5624-FUEL

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

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

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

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

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

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

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

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

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

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

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

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

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

Typed by: ms Buyer: 007

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

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

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

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

FUEL

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

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

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

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

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

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

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

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Firm Name _____

Typed Signature _____

By _____

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

BID CONTINUATION SHEET

Page_____ of _____

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

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

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

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

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

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

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

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

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

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

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

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

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

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

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

_____
Margin Price per Gallon

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

_____
Margin Price per Gallon

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

_____
Margin Price per Gallon

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

_____
Margin Price per Gallon

TO BE AWARDED ON A PER ITEM BASIS.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

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

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

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

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

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

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

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

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

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

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

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

TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

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

State any special conditions or ordering instructions:

No Bid Bond is required.

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

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

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

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

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

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

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

ITEM BASIS AWARD

				TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

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

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

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

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

For additional information, contact:

purchasing@cityofmobile.org

CONTACT INFORMATION
(PLEASE PRINT)

COMPANY NAME _____

CONTACT NAME _____

COMPANY ADDRESS _____

_____

TELEPHONE NUMBER _____

FAX NUMBER _____

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID # 5845
FUEL (DIESEL)
18 OCT 2023
12:01 PM

	CAMPBELL OIL COMPANY	DAVISON FUELS + OIL	INDIGO ENERGY	MANSFIELD OIL COMPANY .0060 TERMS DISCOUNT	PETROLEUM TRADERS CORPORATION	RETIF OIL + FUEL, LLC	SARATOGA RACK MARKETING
MARGIN PRICE PER GALLON	.0087	.0350	.0521	.1035 .0975 WITH TERMS DISCOUNT	.0665	.0389	.0091

ADDENDUM

October 6, 2023

RE: City of Mobile Bid #5845 for Fuel

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

Attached are questions and additional information on this bid.

Thank you for your consideration in this matter.

John Paine
Purchasing Agent
City of Mobile
JP/en

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

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

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 007

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

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

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

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

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

FUEL

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

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

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

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

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

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

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

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

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID CONTINUATION SHEET

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

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

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

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

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

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

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

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

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

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

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

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

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

PRICING:

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

_____
Margin Price per Gallon

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

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

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

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

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

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

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

State any special conditions or ordering instructions:

_____

No Bid Bond is required.

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

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

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

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

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

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

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

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

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

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

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

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

For additional information, contact:

purchasing@cityofmobile.org

CONTACT INFORMATION
(PLEASE PRINT)

COMPANY NAME _____

CONTACT NAME _____

COMPANY ADDRESS _____

_____

TELEPHONE NUMBER _____

FAX NUMBER _____

EMAIL _____

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:11/14/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Dogwood Productions, Inc for services to host and maintain City website and livestream meetings for FY 2024
General fund.

Amount of Contract:

$51,100.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20231102 Dogwood Agenda Package POs	Cover Memo	11/2/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	11/2/2023 - 2:18 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
790	2024	(5000) INFORMATION TECHNOLOGY	HOST AND MAINTAIN CITY WEBSITEAND LIVESTREAM SERVICES FOR FY2024 (PROFESSIONAL SERVICE)	$51,100.00	(047069) DOGWOOD PRODUCTIONS, INC

Adopted:

_____
City Clerk

Bill To	Requisition 00000790-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42200. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
DOGWOOD PRODUCTIONS INC 757 GOVERNMENT STREET MOBILE, AL 36602 Tel#251-476-0858 Fax 251-479-0364	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/12/23	047069	10/17/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- THIS IS A PROFESSIONAL SERVICE.			
001	OCT-DEC23 QUARTERLY Monthly Web site Hosting, maintenance and updates-$2500 MONTHLY, Live Streaming of City Council meetings, Board of Adjustment and Planning Commission *** -1100 MONTHLY, Message on Hold - monthly updates- $125 MONTHLY	3.00 EACH	3725.00000	11175.00
	1 1000.10.23.5000.5000.5000.0000.0000.42200.			11175.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
002	JAN-MAR 24 QUARTERLY Monthly Web site Hosting, maintenance and	3.00 EACH	3725.00000	11175.00

Bill To	Requisition 00000790-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42200. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
DOGWOOD PRODUCTIONS INC 757 GOVERNMENT STREET MOBILE, AL 36602 Tel#251-476-0858 Fax 251-479-0364	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/12/23	047069	10/17/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	updates-$2500 MONTHLY, Live Streaming of City Council meetings, Board of Adjustment and Planning Commission *** -1100 MONTHLY, Message on Hold - monthly updates- $125 MONTHLY			
1	1000.10.23.5000.5000.5000.0000.0000.42200.			11175.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	APR-JUN24 QUARTERLY Monthly Web site Hosting, maintenance and updates-$2500 MONTHLY, Live Streaming of City Council meetings, Board of Adjustment and Planning Commission *** -1100 MONTHLY, Message on Hold - monthly updates- $125 MONTHLY	3.00 EACH	3725.00000	11175.00

Bill To	Requisition 00000790-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42200. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
DOGWOOD PRODUCTIONS INC 757 GOVERNMENT STREET MOBILE, AL 36602 Tel#251-476-0858 Fax 251-479-0364	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/12/23	047069	10/17/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.10.23.5000.5000.5000.0000.0000.42200.			11175.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
004	JULY-SEPT24 QUARTERLY Monthly Web site Hosting, maintenance and updates-$2500 MONTHLY, Live Streaming of City Council meetings, Board of Adjustment and Planning Commission *** -1100 MONTHLY, Message on Hold - monthly updates- $125 MONTHLY	3.00 EACH	3725.00000	11175.00
1	1000.10.23.5000.5000.5000.0000.0000.42200.			11175.00

Bill To	Requisition 00000790-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42200. Review: Buyer: 9105fola Status: Approved Page 4

Vendor	Ship To
DOGWOOD PRODUCTIONS INC 757 GOVERNMENT STREET MOBILE, AL 36602 Tel#251-476-0858 Fax 251-479-0364	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/12/23	047069	10/17/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
005	Domain and SSL renewals- $300/YR, (40) Additional Development Hours- $4200/YR Accessibe ADA Widget - cityofmobile.org (1 year)- $1900/YR	1.00 EACH	6400.00000	6400.00
	1 1000.10.23.5000.5000.5000.0000.0000.42200.			6400.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT			

Bill To	Requisition 00000790-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42200. Review: Buyer: 9105fola Status: Approved Page 5

Vendor	Ship To
DOGWOOD PRODUCTIONS INC 757 GOVERNMENT STREET MOBILE, AL 36602 Tel#251-476-0858 Fax 251-479-0364	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/12/23	047069	10/17/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	651 CHURCH STREET MOBILE, AL 36602			

Requisition Link

Requisition Total 51100.00

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42200.	51100.00	1871426.26
INFORMATION TECHNOLOGY EXP PROFESSIONAL & TECHNICAL		

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

Activity	Date	Clerk	Comment
Approved	10/17/23	GREG HOLLIDAY	Auto approved by: 91057606
Approved	10/17/23	SCOTT KEARNEY	
Approved	10/17/23	UDARA JAYASENA	Auto approved by: 91057606
Approved	11/02/23	DONALD ROSE	Approved by: 9105fola
Approved	11/02/23	SANDRA LEWIS	Auto approved by: 910516727
Approved	11/02/23	STEVEN KRONINGER	Auto approved by: 910516727
Approved	11/02/23	SAMANTHA COOLEY	Auto approved by: 910516727
Approved	11/02/23	JOHN PAINE	Auto approved by: 910516727
Approved	11/02/23	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:11/14/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Fivecast Pty Ltd for one year subscription for Fivecast analysis software for MPD Cyber.
General fund.

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20231031 Fivecast Agenda Package POs	Cover Memo	10/31/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	11/2/2023 - 2:20 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
954	2024	(1545) POLICE CYBER DIVISION	ONE-YEAR SUBSCRIPTION FOR FIVECAST ANALYSIS SOFTWARE FOR MPD CYBER (EXEMPT AS SOFTWARE)	$90,550.00	(297413) FIVECAST PTY LTD

Adopted:

_____
City Clerk

Bill To	Requisition 00000954-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1545.1530.0000.0000.42140. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
FIVECAST PTY LTD BASE 64 64 NORTH TERRACE KENT TOWN, 5067 AUSTRALIA Tel#202-679-8482	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/20/23	297413				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AS PER QUOTE *RENEWAL OF EXISTING SOFTWARE. PER STATE OF ALABAMA BID LAW #41-16-51(a)(15) AND #41-16-51(a)(8).			
001	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes --- Fivecast ONYX-Customer server configuration (ANNUAL) Number of Users: 5 Fivecast ONYX training package (ANNUAL) Customer training package-Fivecast Academy, Online refresher & intermediate training Vendor Item Inventory Item/Loc 1723	1.00 EACH	90550.00000	90550.00
	1 1000.30.15.1530.1545.1530.0000.0000.42140.			90550.00
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			

Bill To	Requisition 00000954-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
FIVECAST PTY LTD	GULF COAST TECHNOLOGY CENTER
BASE 64	455 ST LOUIS ST. SUITE 2300
64 NORTH TERRACE	
	MOBILE, AL 36602
KENT TOWN, 5067	KEVIN.LEVY@CITYOFMOBILE.ORG
AUSTRALIA	
Tel#202-679-8482	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/20/23	297413				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
Requisition Link				
	Requisition Total			90550.00

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

Account	Amount	Remaining Budget
1000.30.15.1530.1545.1530.0000.0000.42140.	90550.00	15539797.56
POLICE CYBER DIVISION EXP MISCELLANEOUS SERVICES		

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

Activity	Date	Clerk	Comment
Approved	10/31/23	DONALD ROSE	Auto approved by: 9105fola
Approved	10/31/23	SANDRA LEWIS	Auto approved by: 9105fola
Approved	10/31/23	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	10/31/23	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	10/31/23	JOHN PAINE	Auto approved by: 9105fola
Approved	10/31/23	MICHAEL SPAFFORD	Auto approved by: 9105fola
Approved	10/31/23	ANNE FOLEY	

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:11/14/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve proposed item-based Bid award to Southern Tire Mart LLC for retreading truck tires. Price good for six months, renewable for five additional six-month periods. General Fund.

Amount of Contract:

N/A, as needed at item-based pricing.

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

ATTACHMENTS:

Description	Type	Upload Date
20231030 Retread Agenda Package Bids	Cover Memo	10/30/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	11/2/2023 - 2:39 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to accept and approve, and issue Purchase Orders against, the below proposed Bid Award, to the designated vendor for the specified items at the unit prices indicated, for the time periods and renewal options as indicated below and attached herein, and, further, that the Purchasing Agent is authorized to issue said orders without further approval or other action by the City Council. All Bid Awards may be extended at the discretion of the Purchasing Agent for a total award period not to exceed three years.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
5847	Retread Truck Tires	1	$150 each	Six months, renewable for five additional six-month periods	(295959) Southern Tire Mart, LLC

Adopted:

_____

City Clerk

Bid Tabulation

BID 5847 **Opened 10/20/2023** ***Item: Tire Retread, 11R22.5, BRM Tread 26/32" C/S 11843***

Vendor	Brand	Part # Supplied	Price
Southern Tire Mart	Bandag BRM	667080	$150.00
Lee Rogers	Pre Q		$162.00
Goodyear	Goodyear	Goodyear, PCT G289 WAH, Procode 254086440	$174.05
McGriff Tire	Bandag		$190.00

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

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

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 009

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
10/09/2023	5847	GARAGE	To be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, FRIDAY, OCTOBER 20, 2023

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

TIRE RETREADING FOR LARGE TRUCK TIRES

Large Truck/Trailer Cold process (cold cure) method recapping.

Note: Enforcement of the seven (7) calendar day delivery will be in effect. Bidders unable to meet the delivery requirement will not be considered. Also, the successful bidder must avail recapping facilities to designated City personnel for our assurance that proper quality and process control is performed.

All retreading material shall be either Bandag, Goodyear Vipal or previously approved equal.

Tread depth – Large truck Radial Highway 26/32”

If certain treads or sizes are not available in bidder’s regular line retreading, bidder must furnish equivalent substitute at same price.

Successful vendor(s) will be responsible to make weekly pickup of tires that are set aside for retreading.

Tires are to be picked up and returned within seven (7) calendar days to the Municipal Garage, Gayle Street, Mobile, AL.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 2 of 3 Note: All tires picked up if not retreadable must be returned. Recapping to be done on a weekly basis, except for emergencies. Prices are to be net and firm for the period and be F.O.B. Mobile, AL, less all taxes. The City of Mobile reserves the right to inspect process and premises of successful bidder prior to the award of bid. If at anytime the supplier fails to fulfill or abide by any of the specifications or conditions herein specified, the City of Mobile reserves the right to cancel the agreement. Furnish literature and specifications. See reverse side of bid for instructions. The City of Mobile waives Bid Bond as stated in Item 15 of instructions. After the 6-month period, at the option of the successful bidder(s) and the City of Mobile, the prices may be extended up to five (5) additional 6-month periods after award of this bid. If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/** If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

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

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

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

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

TO BE AWARDED ON AN ITEM BASIS.

Price

Tire Retread, 11R22.5, BRM Tread, 26/32" Tread _____
C/S #11843

State Brand of Retread Material _____

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:11/14/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve proposed Bid award to various highlighted vendors for 165 medical supplies used primarily by MFRD. Prices good for eight months, renewable for three additional eight-month periods.
General Fund.

Amount of Contract:

As needed at item-based unit pricing.

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

ATTACHMENTS:

Description	Type	Upload Date
20231030 Medical Agenda Package POs	Cover Memo	10/30/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	11/2/2023 - 2:39 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to accept and approve, and issue Purchase Orders against, the below proposed Bid Award, to the designated vendor for the specified items at the unit prices indicated, for the time periods and renewal options as indicated below and attached herein, and, further, that the Purchasing Agent is authorized to issue said orders without further approval or other action by the City Council. All Bid Awards may be extended at the discretion of the Purchasing Agent for a total award period not to exceed three years.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
5833	Medical Supplies	165	See bid tab	Eight months, renewable for three additional six-month periods	Various, see bid tab.

Adopted:

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City Clerk

TABULATION FOR BID #5833 – EQUIPMENT MEDICAL

LINE/ITEM #		DESCRIPTION	UOM	BOUND TREE	HENRY SCHEIN	LIFE-ASSIST	MEDICAL SUPPLIES DEPOT	MEDLINE INDUSTRIES	PORT CITY MEDICAL	ZOLL MEDICAL CORP	
1.	2078	EYE WASH, 4 OZ., US 3020.	EACH	2.32	2.23	2.05 MD4	2.79	NB	NB	NB	
2.	4622	SCISSORS EMT, STAINLESS STEEL, 7 1/4", #320NY, NEON YELLOW HANDLE, NO SUBS.	EACH	2.10	1.90 7001921	2.15	3.10	NB	NB	—	
3.	6871	BLOOD PRESSURE CUFF, ADULT, ADC #760-11ABK, NO SUBS.	EACH	17.47	16.22 4990739	20.00	20.50	NB	NB	—	
4.	6872	V-VAC STARTER KIT, ONE HAND APPLICATION, SUCTION UNIT, ADAPTER TIP, INSTRUCTIONS, LAERDAL MEDICAL, NO SUBS	EACH	118.81	117.16	105.00 OK101	NB	NB	NB	—	
5.	6878	BLOOD PRESSURE CUFF, (CHILD) ADC #760-9CBK, NO SUBS.	EACH	17.47	16.22 4997943	NB	20.50	NB	NB	—	
6.	6887	THOMAS TUBE HOLDER, LAERDAL #600-10000, ADULT, 25/BOX, NO SUBS.	BOX	71.50	71.50	68.00 AC170	125.00	NB	NB	—	
7.	6888	THOMAS TUBE HOLDER, LAERDAL #600-20000, PEDIATRIC, 25 PER BOX, NO SUBS.	BOX	71.50	71.50	68.00 AC180	140.00	NB	NB	—	
8.	6893	BLOOD PRESSURE CUFF, THIGH, ADC #760-13TBK, NO SUBS.	EACH	24.68	22.34 4260014	25.00	28.90	NB	NB	—	
9.	6906	FAST STRAP, MEDSPEC, T-STYLE, BLUE, NO SUBS.	EACH	10.86 14130	NB	NB	NB	NB	NB	—	
10.	6915	ALCOHOL PREP PADS, STERILE, MEDIUM, 2-PLY, 70% ISOPROPYL ALCOHOL, MEDLINE, 200/BX	EACH	.01 2.00/BX	1.16 5702219	1.70	1.49	1.75	2.25	—	
11.	6919	RING CUTTER, CHROME HANDLE WI TH SAFETY LEVER, LARGE THUMBSC REW, AMERICAN DIAGNOSTIC #380. NO SUBS.	EACH	11.52	10.58	10.50 IN920	14.50	NB	NB	—	
12.	6944	OB KITS, 12 EACH/CASE.	DOZEN	76.08	57.96 7022902	6.70 X	66.50 C	215.94	NB	—	
13.	6951	BAGS RED, BIO MEDICAL WASTE BAGS, 25 X 34, 20 GAL., 50 EACH PER BOX, 4 BOXES PER CASE.	CASE	38.45	38.92	3.15 X	34.00 108MBX	77.91	NB	—	
14.	6966	THERMOMETER, WELCH ALLYN, BRAUN, THERMOSCAN PRO 6000 EAR THERMOMETER, NO SUBS	EACH	245.61	244.16	225.00	240.50	NB	238.84 L.P.	—	
15.	6967	BRAUN THERMOSCAN PRO 6000 EAR THERMOMETER DISPOSABLE PROBE COVERS (QTY. 5000: 1 CASE), NO SUBS.	CASE	336.25	335.00	12.53 X	330.50	NB	325.00 L.P.	—	
16.	6969	INTUBATION DETECTORS, TUBE CHECK, AMBU INC #000 172 001, WOLFETORY #EID 100, 20 UNITS PER CASE.	CASE	NB	NB	NB	NB	NB	109.00	—	
17.	9682	BAG, EMESIS, SICKNESS CLEAN UP, MEDLINE #NON80328, 144/CASE.	CASE	72.00	32.10 5701178	9.85 X	58.00	66.27	NB	—	
18.	13194	IMMOBILIZER HEAD, DISPOSABLE, 15"X4"X3", 5.0 OZ URATHANE FOAM, STA-BLOCK 260975, NO SUBS.	EACH	3.10 260975	4.12	4.00	7.15	NB	NB	—	
19.	13205	STETHOSCOPE PLATINUM CLINICIAN ADSCOPE 612, ADULT, OVERALL LENGTH 30.5", ADC ITEM 612BK, COLOR- BLACK, NO SUBS.	EACH	NB	33.52	32.00	34.70	NB	34.00 L.P.	—	

X – QUOTED EACH

				BOUND TREE	HENRY SCHEIN	LIFE-ASSIST	MSD	MEDLINE	PCM	ZOLL	
20.	13269	SHARPS-A-GATOR SMALL, 5 QUART, PACKED 30/CASE, TYCO. HEALTHCARE/KENDALL #4838-R, REF #31144-36 #31144010.	CASE	126.60	159.30	5.25 X	93.50	62.15 MDS705153	NB	NB	
21.	13607	TUBE, SHILEY ENDOTROL ORAL/NASAL ENDOTRACHEAL TUBE CUFFED, 10/BOX, #86351, NO SUBS.	BOX	NO BID	NB	NB	17.75	NB	NB	✓	
22.	13609	PILLOW DISPOSABLE, 16"X22", 10 OZ., LATEX FREE, 12/CASE, MEDLINE #NON24391	CASE	30.91	46.36	39.47	37.50	23.04	40.90	—	
23.	13611	SOAP ANTIMICROBIAL, LIQUID, DIAL PROFESSIONAL GOLD PUMP, 16oz., 12/CASE, #80790, NO SUBS.	CASE	NO BID	65.04	165.00	63.00	NB	NB	—	
24.	13612	WIPES ANTISEPTIC, SANI-HANDS ALC, PDI PRODUCT, INDIVIDUAL PACKETS, CONTAINS 65.9% ETHYL ALCOHOL WITH MOISTURIZING ALOE, GLYCERIN & VITAMIN E, 100/BOX, 10 BOXES/CASE, NO SUBS.	CASE	57.50	53.50	43.00 AL 354A	48.50	NB	48.00	—	
25.	13613	MASK FLUIDSHIELD, FOG-FREE PROCEDURE MASK W/WRAP AROUND SPLASHGUARD VISOR, KIMBERLY CLARK 47147, NO SUB.	CASE	22.12 29080	NB	88.00	86.70	NB	78.00	~~NB~~	
26.	13614	CATHETER IV, 24 GAUGE X 3/4". STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252500, NO SUB.	CASE	354.00	330.00 5070341	1.63 X	445.00	NB	368.00	—	
27.	13615	CATHETER IV, 22 GAUGE X 1", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252519, NO SUB.	CASE	354.00	330.00 5075531	1.63 X	418.00	NB	368.00	—	
28.	13616	CATHETER IV, 20 GAUGE X 1-1/4", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252535, NO SUB.	CASE	354.00	330.00 5070313	1.63 X	375.00	NB	368.00	—	
29.	13617	CATHETER IV, 18 GAUGE X 1-1/4", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252560, NO SUB.	CASE	354.00	330.00 9866186	1.63 X	375.00	NB	368.00	—	
30.	13618	CATHETER IV, 16 GAUGE X 1-1/4", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252586, NO SUB.	CASE	354.00	330.00 5070660	1.63 X	418.00	NB	398.00	—	
31.	13619	CATHETER IV, 14 GAUGE X 1-1/4", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4251890, NO SUB.	CASE	354.00	330.00	326.12 BBRA 4251890	439.00	NB	NB	—	
32.	13624	STRIPS BLOOD GLUCOSE AND KETONE MONITORING STRIPS, 50/BOX, 12 BOXES/CASE, ABBOTT MEDI-SENSE PRECISION XTRA #99695-35, NO SUB.	CASE	241.68	230.16 8404732	NB	285.00	NB	NB	—	
33.	13627	RESUSCITATOR AMBU SPUR II BAG, ADULT, WITH BAG RESERVOIR, 12/CASE, AMBU 520 21100, NO SUB.	CASE	109.68	109.44 4993940	112.49	158.00	NB	NB	—	
34.	13628	RESUSCITATOR AMBU SPUR II BAG, PEDIATRIC, WITH BAG RESERVOIR, 12/CASE, AMBU 530 213 000, NO SUB.	CASE	124.80 530-213	127.92	149.04	320.00	NB	NB	—	
35.	13629	RESUSCITATOR AMBU SPUR II BAG, INFANT, BAG RESERVOIR, 12/CASE, AMBU 540 211 000, NO SUB.	CASE	124.80 540-211	127.92	149.04	274.00	NB	NB	—	

X - QUOTED EACH

				Pound Tarr	Henry Schein	Life-Assist	MSD	Medline	PCM	Zoll	
36.	13634	IV STARTER KIT, LATEX FREE, INCLUDES: ALCOHOL PREP PAD, DRESSING 2 GAUZE, TOURNIQUET, TAPE, PACKED 100/BOX, MEDLINE DYND740888, NO SUBS.	BOX	103.00 QUOTED SUB	NB	170.00	118.00	NB	118.81	NB	
37.	13637	SODIUM CHLORIDE, 0.9% SODIUM CHLORIDE INJECTION USP 250 ML BAG, 24/CASE, BRAND OR MANUFACTURER MAY BE BRAUN OR BAXTER, OR HOSPIRA, THESE BRANDS ONLY, NO SUBS.	CASE	67.44 358002	79.44	68.00	75.00	NB	78.12	—	
38.	13638	SODIUM CHLORIDE, 0.9% SODIUM CHLORIDE INJECTION USP, 1000 ML BAG, 12/CASE, BRAND OR MANUFACTURER MAY BE BRAUN OR BAXTER OR HOSPIRA, THESE BRANDS ONLY, NO SUB.	CASE	36.72	40.56	48.00	36.00 B BRAUN Q8000	NB	37.99	—	
39.	16042	IV ADMINISTRATION SET, 60 DROP, 83" TUBING, NEEDLELESS INJECTION SITE, 50 PER CASE, AMSINO IV #608306, NO SUBS.	CASE	49.00 QUOTED SUB	82.00	81.95 IV660	114.00	NB	115.12	—	
40.	16043	IV ADMINISTRATION SET, 10 DROP, 83" TUBING, 2 INJECTION SITES, LATEX FREE, 50 PER CASE, AMSINO IV #108306, NO SUBS.	CASE	43.00 QUOTED SUB	67.50	67.70 IV610	112.00	NB	111.81	—	
41.	16044	IV EXTENSION SET WITH AMSAFE INJECTION SITE, NEEDLELESS INJECTION SITE, LATEX FREE, 100 PER CASE, AMSINO IV EXTENSION #AE3108, NO SUBS.	CASE	80.00 QUOTED SUB	93.00 4996066	93.83	174.00	NB	176.12	—	
42.	16052	HAND SANITIZER, KLEENEX, ALCOHOL FREE FOAM, KIMBERLY-CLARK ITEM #34136, 1.5oz BOTTLE, 24 BOTTLES PER CASE, NO SUBS.	CASE	129.60	NB	NB	103.00	NB	NB	—	
43.	16053	HAND SANITIZER, KLEENEX, ALCOHOL FREE FOAM, KIMBERLY-CLARK ITEM #45827, 18oz BOTTLE, 4 BOTTLES PER CASE, NO SUBS.	CASE	79.88	77.30	NB	72.50	NB	NB	—	
44.	16055	ET TUBE INTRODUCER, BOUGIE-TO-GO, ADULT WITH COUDE TIP, 15FR, 60MM, 10/BOX, NO SUBS.	BOX	46.50	46.40 7000566	81.00	92.00	NB	NB	—	
45.	16057	ELECTRODES MONITORING, AMBU EKG ELECTRODE, BLUE SENSOR SP, HIGHLY CONDUCTIVE WET GEL, GENTLE TO SKIN, 50 PER PACK, #AMBU SP 50, NO SUBS.	PACK	10.85	11.66	11.55	9.50		NB	—	
46.	16058	IV PRESSURE INFUSER, INFU-STAT PRESSURE INFUSER, 1000mL, CURAPLEX, DISPOSABLE, 25 PER CASE, #350310	CASE	175.00	177.00	86.42 IP4010	NB	95.47	NB	—	
47.	16059	COLLAR CERVICAL, INFANT, 50 PER CASE, AMBU #264-501, NO SUBS.	CASE	152.50 3.05/EA 264001	166.50	70.00 QUOTING 20/cs 3.50/EA	429.00	NB	NB	—	
48.	16060	COLLAR CERVICAL, PEDIATRIC, 50 PER CASE, AMBU #264-502, NO SUBS.	CASE	152.50 264002	166.50	70.00 3.50 EA. 20/cs	429.00	NB	NB	—	
49.	16061	COLLAR CERVICAL, NECKLESS, 50 PER CASE, AMBU #264-503, NO SUBS.	CASE	152.50 264003	166.50	175.00	345.00	NB	NB	—	
50.	16062	COLLAR CERVICAL, SHORT, 50 PER CASE, AMBU #264-504, NO SUBS.	CASE	152.50 264004	166.50	70.00 20/cs	345.00	NB	NB	—	
51.	16063	COLLAR CERVICAL, REGULAR, 50 PER CASE, AMBU #264-505, NO SUBS.	CASE	152.50 264005	166.50	70.00 20/cs	429.00	NB	NB	—	

					HENRY SCHEIN	LIFE-ASSIST	MSD	MEDLINE	PCM	ZOLL	
52.	16064	COLLAR CERVICAL, TALL, 50 PER CASE, AMBU #264-506, NO SUBS.	CASE	152.50 264006	166.50	70.00 C QUOTED 20/CS	429.00	NB	NB	NB	
53.	16065 ⊗	TUBE TRACHEAL, RUSCH FLEXI-SET 2.5 MM, UNCUFFED ENDOTRACHEAL TUBE WITH STYLET AND MURPHY EYE, RUSCH #506525, 10 EACH PER BOX, NO SUB.	BOX	12.30	NB	32.10	34.50	NB	NB	—	
54.	16066 ⊗	TUBE TRACHEAL, RUSCH FLEXI-SET 3.0 MM, RUSCH #506530, 10 EACH PER BOX, NO SUB.	BOX	12.30	44.80	32.10	34.50	NB	NB	—	
55.	16068 ⊗	TUBE TRACHEAL, RUSCH FLEXI-SET 4.0 MM, RUSCH #506540, 10 EACH PER BOX, NO SUB.	BOX	12.30	44.40	32.10	34.50	NB	NB	—	
56.	16069 ⊗	TUBE TRACHEAL, RUSCH FLEXI-SET 5.0 MM, RUSCH #504550, 10 EACH PER BOX, NO SUB.	BOX	14.50	49.70	35.30	37.50	NB	NB	—	
57.	16070 ⊗	TUBE TRACHEAL, RUSCH FLEXI-SET 6.0 MM, RUSCH #504560, 10 EACH PER BOX, NO SUB.	BOX	14.50	49.70	35.30	37.50	NB	NB	—	
58.	16071 ⊗	TUBE TRACHEAL, RUSCH FLEXI-SET 7.0 MM, RUSCH #504570, 10 EACH PER BOX, NO SUB.	BOX	14.50	49.70	35.30	37.50	NB	NB	—	
59.	16072 ⊗	TUBE TRACHEAL, RUSCH FLEXI-SET 8.0 MM, RUSCH #504580, 10 EACH PER BOX, NO SUB.	BOX	14.50	49.70	35.30	37.50	NB	NB	—	
60.	16073 ⊗	TUBE TRACHEAL, RUSCH FLEXI-SET 9.0 MM, RUSCH #504590, 10 EACH PER BOX, NO SUB.	BOX	14.50	49.70	35.30	37.50	NB	NB	—	
61.	16145	PENLIGHT DISPOSABLE, DIAGNOSTIC PENLIGHT WITH PUPIL GAUGE, 6 EACH PER PACK. CURAPLEX 32762	PACK	3.65 32762	4.42	4.25	17.00	NB	NB	—	
62.	16146	SPLINT MULTI-PURPOSE, UNIVERSAL WITH SELF-ADHERENT ADHESIVE WRAP, ACTISPLINT WITH SENSI-WRAP, DYNAREX, ROLLED SPLINT 4.5" X 36" WITH SENSI-WRAP 2" X 5YDS., BLACK, 50/CASE, NO SUBS.	CASE	214.00	200.00	198.00	207.00 LOCAL PREF #3533	NB	NB	—	
63.	16147	DRESSING, SAM CHEST SEAL DRESSING, 9.2" X 7.6", DESIGNED FOR OPEN CHEST WOUNDS, LARGE COVERAGE AREA, 2 DRESSINGS PER PACK (NON-VALVE VERSION), LATEX FREE, TRANSPARENT, 5" X 9" PAD. NO SUBS.	PACK	43.64	20.87 7021650	990.00	NB	NB	NB	—	
64.	16148	CO2 INDICATOR30 mm I.D., BODY MASS RANGE >1 KG, 2 YEAR SHELF LIFE, LATEX-FREE, 10 EACH PER BOX, CURAPLEX #3015585EA, NO SUBS.	BOX	80.99 2723- 71201	NB	NB	NB	NB	NB	—	
65.	16171	DRESSING: MULTI-TRAUMA DRESSING, 12" X 30",; 50 PER CASE, DYNAREX, NO SUBS.	CASE	48.50	35.50 7005968	NB	56.50	NB	NB	—	
66.	16174	BLOOD PRESSURE CUFF, INFANT, ADC #760-71BK, NO SUBS.	EACH	17.47	16.22 4997940	NB	20.00	NB	NB	—	
67.	16175	HANDLE V-VAC, LAERDAL V-VAC REPLACEMENT HANDLE, NO SUBS.	EACH	108.70	109.95	99.00 LAER- 985030	145.50	NB	NB	—	
68.	16176	CONNECTOR LAERDAL V-VAC SUCTION UNIT DOUBLE MALE CONNECTORS, 10/PACK, NO SUBS.	PACK	7.13 590350	7.24	8.00	9.80	NB	NB	—	
69.	16177	ADAPTER TIPS, LAERDAL V-VAC REPLACEMENT ADAPTER TIPS, SUCTION UNIT, 4 EACH PER PACK, NO SUBS.	PACK	32.06	31.69	30.00 OK 300	48.95	NB	NB	—	

⊗ — NOT AWARDED ON THIS BID

				Bound Tree	Henry Schein	Life-Assist	MSD	Medline	PCM	Zoll	
70.	16178	CATHETERS LAERDAL V-VAC CATHETERS, SHORT, SUCTION UNIT, 8", 18FR, 4 EACH PER PACK, NO SUBS.	PACK	15.21 590400	NB	NB	NB	NB	NB	NB	
71.	16179	CARTRIDGE LAERDAL V-VAC REPLACEMENT CARTRIDGE FOR SUCTION UNIT, NO SUBS.	EACH	24.78	117.16	23.00 OK200	41.50	NB	NB	—	
72.	16182	INFUSION SET, WINGED, SURSHIELD SAFETY WINGED INFUSION SETS, TERUMO, 23ga x 3/4, 3.5" TUBING, SV*S23BLS, PACKED: 50/BOX, NO SUBS.	BOX	24.50 602023	52.60	258.69	51.00	NB	NB	—	
73.	16183	BITE BLOCK - TONGUE DEPRESSOR, UNBREAKABLE, ONE PIECE, EACH PACKAGED IN SANITARY BAG.	EACH	.40	.29 3158338	.35	3.95	.78	NB	—	
74.	16186	GAUZE PETROLATUM, NON-ADHERING, LATEX FREE, FOIL PACKAGE, STERILE, 3" X 9", DERMA DKC 20056, NO SUBS.	BOX	9.43	NB	6.65	6.95 LOCAL PREF	NB	7.92	✓	
75.	16187	BANDAGE CONFORMING, GAUZE, SOF- FORM, STERILE, 4" X 75", MEDLINE #NON 25498, 12/BOX.	BOX	3.28	2.66	1.00 BAG725	2.60	3.81	NB	—	
76.	16189	ICE PACK, FILLABLE, SMALL WITH VELCRO STRAPS, SECURE-ALL, LATEX FREE, 5" X 12", 15 PER BOX, KIMBERLY CLARK #33595, NO SUBS.	BOX	NB	77.81	152.00	71.00	NB	NB	—	
77.	16191	WATER STERILE FOR IRRIGATION, USP SEALED OUTER CLOSURE, STERILE SCREW ON INNER CAP, BAXTER, 500 ML, 18 PER CASE, NDC #0338-0004-03.	CASE	46.62 355001	47.16	53.00	59.00	48.12	NB	—	
78.	16216	NEEDLE HYPODERMIC, REGULAR BEVEL, 18G X 1 1/2", STERILE, 100/BOX, BECTON DICKINSON, NO SUBS.	BOX	7.49	7.83	77.00	7.25 BD # 305196	NB	NB	—	
79.	16217	NEEDLE HYPODERMIC, REGULAR BEVEL, 21G X 1 1/2", STERILE, 100/BOX, BECTON DICKINSON, NO SUBS.	BOX	10.89	11.02	110.00	10.40 BD # 305167 LOCAL PREF	NB	NB	—	
80.	16218	CANNULA INTERLINK VIAL ACCESS, 15 GAUGE, NEEDLESS ACCESS OF A SINGLE DOSE VIAL, BECTON DICKINSON, 303367, NO SUBS, 100/BOX.	BOX	33.00	33.63	30.00	30.95 LOCAL PREF	NB	NB	—	
81.	16221	MASK 3M HEALTH CARE PARTICULATE RESPIRATOR AND SURGICAL MASK 1860, 3M ITEM ID70070612364, NO SUBS.	CASE	110.10	99.60	120.00	117.95	NB	95.00	—	
82.	16222	LANCET ACCU-CHEK SAFE-T-PRO LANCET, SINGLE USE, 200/BOX, ROCHE DIAGNOSTICS #03448622001, NO SUBS.	BOX	54.50	55.32	NB	46.95	NB	NB	—	
83.	16242	SEAL DRAW TIGHT, RED, 100/PKG, 7-7/8" LENGTH, HEALTH CARE LOGISTICS #7951, NO SUBS.	PKG	NB	19.57 4999196	21.60	31.40	NB	NB	—	
84.	16243	SEAL DRAW TIGHT, YELLOW, 100/PKG., 7-7/8" LENGTH, HEALTH CARE LOGISTICS #7952, NO SUBS.	PKG	NB	19.98 2100823	21.60	31.40	NB	NB	—	
85.	16244	SEAL DRAW TIGHT, BLUE, 100/PKG, 7-7/8" LENGTH, HEALTH CARE LOGISTICS #7953, NO SUBS.	PKG	18.55 264824	19.98	21.60	31.40	NB	NB	—	
86.	16250	LUBRICANT STERILE LUBRICATING JELLY, FOIL PACK, 2.7 GRAM, MEDLINE, 144.BOX.	BOX	6.33	5.10 6814041	5.95	6.30	8.28	NB	—	

				Bound Tree	Henry Schein	Life-Assist	MSD	Medline	PCM	Zoll	
87.	16251	PADS ABDOMINAL, ABD PADS, STERILE, LATEX FREE, 5" X 9", MEDLINE, 25/BOX.	BOX	3.78	2.32 5701470	2.35	3.50	3.32	NB	NB	
88.	16252	BANDAGE NON-STERILE MATRIX ELASTIC BANDAGES, 4" X 5 YD., MEDLINE #MDS087004LF.	BOX	5.87	5.07 1284696	8.75	14.50	7.41	NB	—	
89.	16253	BANDAGE NON-STERILE, MATRIX ELASTIC BANDAGES, 2" X 5 YD., MEDLINE ITEM MDS087002LF.	BOX	2.85 1121-36550	2.98	5.63	11.50	5.34	NB	—	
90.	16258	REMOVER, NAIL POLISH REMOVER PADS, 100/BOX, MEDLINE.	BOX	5.77	5.19	2.55 AL20	3.10	3.22	NB	—	
91.	16261	TAPE TRANSPSORE SURGICAL TAPES, 3M HEALTHCARE, CLEAR, POROUS, HYPOALLERGENIC, 1" X 10 YDS, 12/BOX, NO SUBS.	BOX	11.62	12.19	12.99	12.50 3M1527-1 LOCAL PREF	NB	NB	—	
92.	16262	BANDAGES CURITY ADHESIVE, FLEXIBLE, 2" X 3 1/2", 50/BOX, KENDALL HEALTHCARE, PRODUCT #44102, NO SUBS.	BOX	6.24	6.05	NB	5.85 44102	NB	NB	—	
93.	16263	BANDAGES CURITY ADHESIVE, FLEXIBLE, CLOTH, 1", 50/BOX, KENDALL HEALTHCARE, PRODUCT #44101, NO SUBS.	BOX	.62 1122-14960	2.03	1.85	1.90	NB	NB	—	
94.	16264	BAGS SMARTSAFE PROPERTY BAGS, 315 MM X 275 MM, SMALL, 25/BOX, TSG ASSOCIATES ITEM, NO SUBS.	BOX	31.85 73250	NB	NB	NB	NB	NB	—	
95.	16265	TOURNIQUET C-A-T, NSN #6515-01-521-7976, NO SUBS.	EACH	24.35	23.46	21.00 TQ0001-BLK	27.00	NB	NB	—	
96.	16268	CLIPPER 3M SURGICAL, CLIPPER STARTER KIT 9667L, KIT CONTAINS 9661L BODY AND 9662L CHARGER STAND, NO SUBS.	EACH	121.65	98.41	98.00	101.50 LOCAL PREF.	NB	NB	—	
97.	16272	CATHETER ANGIOCATH, 14 GAUGE, 3.25", STERILE, BECTON DICKINSON ITEM #BD382268, 10/BOX.	BOX	184.50	184.13	63.50 IT2268	176.90	NB	NB	—	
98.	16273	SODIUM CHLORIDE 0.9%, 10ML PREFILLED SYRINGE WITH LUER LOCK, INDIVIDUALLY PACKAGED, 30 PER BOX, BECTON DICKINSON ITEM #BD306546, NO SUBS.	BOX	10.80 1920-01010	16.47	15.00	14.75	NB	NB	—	
99.	16287	GAUZE SPONGES, 12 PLY, 4" X 4", STERILE, LATEX FREE, USP TYPE VII, 50/BX, MEDLINE.	BOX	.75 1212-12102	2.59	6.25	3.49	3.00		—	
100.	16300	MASK ADULT 3IN1, HUDSON RCI-TELEFLEX MEDICAL ITEM #1061, INDIVIDUALLY PACKAGED 50/CASE.	CASE	55.50	44.00	43.48 OM 25059 MEDSOURCE	95.00	62.13	NB	—	
101.	16301	MASK PEDIATRIC NON REBREATHING WITH SAFETY VENT, HUDSON RCI TELEFLEX MEDICAL ITEM #1058, INDIVIDUALLY PACKAGED 50/CASE.	CASE	36.00 BT # 30053	44.00	63.14	46.80	71.94	NB	—	
102.	16302	MASK INFANT HIGH CONCENTRATION WITH 7' TUBING, HUDSON RCI-TELEFLEX MEDICAL ITEM #395407, INDIVIDUALLY PACKAGED, 50/CASE.	CASE	52.50	75.62	60.00	45.50 DYNAREX # 33011	225.57	NB	—	
103.	16303	MASK AEROSOL ELONGATED PEDIATRIC, HUDSON RCI-TELEFLEX MEDICAL ITEM #1085, INDIVIDUALLY PACKAGED, 50/CASE.	CASE	35.50	31.00	29.07	22.50 DYNAREX # 34004	32.08	NB	—	
104.	16304	MASK AEROSOL ELONGATED ADULT, HUDSON RCI-TELEFLEX MEDICAL ITEM #1083, INDIVIDUALLY PACKAGED, 50/CASE.	CASE	32.50	38.92	26.07	22.50 DYNAREX # 34003	24.98	NB	—	

				BOUND TREE	HENRY SCHEIN	LIFE-ASSIST	M S D	MEDLINE	PCM	ZOLL	
105.	16305	NEBULIZER SMALL VOLUME NEBULIZERS MICRO MIST, HUDSON RCI-TELEFLEX MEDICAL ITEM #1883, INDIVIDUALLY PACKAGED, 50/CASE.	CASE	48.00	36.00 # 4999867	40.00	47.00	38.75	NB	NB	
106.	16306	MASK TRACHEOSTOMY PEDIATRIC, HUDSON RCI-TELEFLEX MEDICAL ITEM #1076, MASKS ARE INDIVIDUALLY PACKAGED 50/CASE.	CASE	62.50	73.50	NB	35.00 DYNAREX 34022	71.75	NB	—	
107.	16307	MASK TRACHEOSTOMY ADULT, HUDSON RCI-TELEFLEX MEDICAL ITEM #1075, MASKS ARE INDIVIDUALLY PACKAGED 50/CASE.	CASE	49.50	73.50	90.00	36.00 DYNAREX 34020	47.05	NO	—	
108.	16308	HUMIDIFIERS AQUAPAK, RESERVOIR BOTTLES HAVE BUILT-IN OXYGEN TUBING CONNECTORS, AQUAPAK 340ML KIT, 340ML OF STERILE WATER, INCLUDES 000-40 HUMIDIFIER ADAPTOR, HUDSON RCI-TELEFLEX MEDICAL ITEM #003-40, INDIVIDUALLY PACKAGED 20/CASE.	CASE	30.00	50.75	33.00	32.50 DYNAREX 34300	35.59	NB	—	
109.	16309	CANNULA SOFTECH NASAL, ADULT, HUDSON RCI-TELEFLEX MEDICAL ITEM #1820, INDIVIDUALLY PACKAGED, 50/CASE.	CASE	14.50 301-107 EA	16.00	NB	19.00	31.81	NB	—	
110.	16310	CANNULA SOFTECH NASAL, PEDIATRIC, HUDSON RCI-TELEFLEX MEDICAL ITEM #1838, INDIVIDUALLY PACKAGED, 50/CASE.	CASE	14.50 30056	32.00	28.00	19.00	61.65	NB	—	
111.	16376	SHARP CONTAINER, 6.5", CURAPLEX, 24/CASE, #64250	CASE	33.36	34.32	39.50	92.50	NB	NB	—	
112.	16377	COLD PACK, 5.75" X 9", LATEX FREE, MEDLINE, 24/CASE.	CASE	9.36 1431-77040-T	17.76	13.92	18.00	11.68	NB	—	
113.	16380	SPLINT SAM SPLINT, XL, 5.5" X 36", WATERPROOF, REUSABLE, FLATFOLD, RADIOLUCENT SAM MEDICAL PRODUCTS #SP1121XL, 32 PER CASE, NO SUBS.	CASE	240.64	229.76 4630952	6.85 X	NB	NB	NB	—	
114.	16382	CPAP SYSTEM, FLOW-SAFE II, DISPOSALE, LARGE ADULT MASK, MERCURY MEDICAL #10-57209, 5 PER BOX, NO SUBS.	BOX	NB	266.75	230.00 OC1057209	NB	NB	NB	—	
115.	16383	CPAP SYSTEM, FLOW-SAFE II, DISPOSABLE, SMALL ADULT MASK, MERCURY MEDICAL #10-57210, 5 PER BOX, NO SUBS.	BOX	NB	261.55	230.00 OC105 7210	NB	NB	NB	—	
116.	16407	GAUZE QUIKCLOT, QUIKCLOT COMBAT GAUZE LE, 3" X 4 YARDS, ITEM #350, IS PACKAGED IN AN EASY-TEAR POUCH, CONTAINS AN X-RAY DETECTABLE STRIP FOR EASY IDENTIFICATION AND HAS FIVE YEAR EXPIRATION, EACH, NO SUBS.	EACH	34.46	33.70	31.37	34.00 LOCAL PREF	NB	NB	—	
117.	16409	GAUZE BANDAGE, STERILE, LATEX FREE, BULKEE II, 4.5" X 4.1 YARDS, MEDLINE #NON25865, 100/CASE.	CASE	99.00	63.00 8403994	140.00	125.00	70.40	NB	—	
118.	16410	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 20 FR, 10/BOX.	BOX	22.10	19.10 7001572	22.00	22.50	23.34	NB	—	
119.	16411	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 22 FR, 10/BOX.	BOX	22.10	19.10 7001573	22.00	22.50	23.34	NB	—	

X QUOTED EACH

				BOUND TREE	HENRY SCHEIN	LIFE-ASSIST	MSD	MEDLINE	PCM	ZOLL	8.
120.	16412	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 24 FR, 10/BOX.	BOX	22.10	19.10 7001574	22.00	22.50	23.34	NB	NB	
121.	16414	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 28FR, 10/BOX.	BOX	22.10	19.10 7001576	22.00	22.50	23.34	NB	—	
122.	16415	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 30 FR, 10/BOX.	BOX	22.10	19.10 7001577	22.00	22.50	23.34	NB	—	
123.	16416	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 32FR, 10/BOX.	BOX	22.10	19.10 7001578	22.00	22.50	23.34	NB	—	
124.	16417	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 34FR, 10/BOX.	BOX	22.10	19.10 7001579	22.00	22.50	23.34	NB	—	C
125.	16418	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 36FR, 10/BOX.	BOX	22.10	19.10 7001580	22.00	22.50	23.34	NB	—	
126.	16419	SYRINGE DISPOSABLE, WITH 1/5ML GRADUATION, STERILE, SINGLE USE, 10ML BD LUER-LOK TIP, BECTON DICKINSON ITEM 309604, 100/BOX, NO SUBS.	BOX	12.00 1633-10010	12.11	NB	29.95	NB	NB	—	
127.	16420	SYRINGE DISPOSABLE, HAS 1 ML, 3/4 OZ. IN 1/8 OZ GRADUATION, STERILE SINGLE USE, 20 ML BD LUER-LOK TIP, BECTON DICKINSON #302830, 48/BOX, NO SUBS.	BOX	13.92 1633-20720	20.59	80.00	19.30	NB	NB	—	
128.	16421	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 26 FR, 10/BOX.	BOX	22.10	19.10 7001575	22.00	22.50	23.34	NO	—	
129.	16422	SYRINGE WITH DETACHABLE NEEDLE, 23G X 1" BD ECLIPSE HYPODERMIC NEEDLE, 3 ML BD LUER-LOK, BECTON DICKINSON #305782, 50/BOX, NO SUBS.	BOX	NB	15.81	20.00	14.50	NB	NB	—	
130.	16423	SYRINGE WITH DETACHABLE NEEDLE, 27G X 1/2", 1 ML BD LUER-LOK, BECTON DICKINSON #A305789, 50/BOX, NO SUBS.	BOX	NB	24.51	135.00	22.50	NB	NB	—	
131.	16424	SUCTION UNIT, MECONIUM ASPIRATOR, SINGLE HAND, THUMB PORT, NEOTECH PRODUCT, 40/BOX, NO SUBS.	BOX	194.40 590101	216.80	45.00 SOLD AS 10/BAG	NB	NB	NB	—	
132.	16425	CATHETER SUCTION, COILED, SIZE: 8 FRENCH, 50 PER CASE.	CASE	13.50	10.00 4995810	12.00	14.00	42.78	NB	—	
133.	16426	CATHETER SUCTION, COILED, SIZE: 10 FRENCH, 50 PER CASE.	CASE	6.50 36092	10.00	12.00	14.00	34.84	NB	—	
134.	16428	CATHETER SUCTION, COILED, SIZE: 14 FRENCH, 50 PER CASE.	CASE	6.50 36094	10.00	12.00	13.50	42.78	NB	—	
135.	16429	CATHETER SUCTION, COILED, SIZE: 16 FRENCH, 50 PER CASE.	CASE	6.50 36095	10.00	12.00	13.50	34.84	NB	—	
136.	16430	CATHETER SUCTION, COILED, SIZE: 18 FRENCH, 50 PER CASE.	CASE	6.50 36096	10.00	12.00	13.50	42.78	NB	—	

				BOUND TREE	HENRY SCHEIN	LIFE-ASSIST	MSD	MEDLINE	PCM	ZOLL	
137.	16431	YANKAUER, STANDARD BULB TIP WITH CONTROL VENT, SINGLE USE STERILE, DYNAREX, 50/CASE, NO SUBS.	CASE	23.00	21.00 1412388	21.85	24.00	NB	NB	NB	
138.	16432	AIRWAYS BERMAN, 40MM, SIZE 4, PINK, 50 PER BAG, DYNAREX OR EQUAL.	BAG	7.00	12.00 C 141243 ◆	12.00	26.00 C	NB	NB	—	
139.	16433	AIRWAYS BERMAN, 50MM, SIZE 5, LT. BLUE, 50/BAG, DYNAREX OR EQUAL.	BAG	7.00 2010-34050	10.50	12.00	NB	NB	NB	—	
140.	16434	AIRWAYS BERMAN, 60MM, SIZE 6, BLACK, 50 PER BAG, DYNAREX OR EQUAL.	BAG	7.00	12.00 C 1412401 ◆	12.00	26.00 C	NB	NB	—	
141.	16435	AIRWAYS BERMAN, 70MM, SIZE 7, WHITE, 50 PER BAG, DYNAREX OR EQUAL.	BAG	7.00 2010-34070	10.50	12.00	NB	NB	NB	—	
142.	16436	AIRWAYS BERMAN, 80MM, SIZE 8, GREEN, 50 PER BAG, DYNAREX OR EQUAL.	BAG	7.00	12.00 C 1412405 ◆	12.00	26.00 C	NB	NB	—	
143.	16437	AIRWAYS BERMAN, 90MM, SIZE 9, YELLOW, 50 PER BAG, DYNAREX OR EQUAL.	BAG	7.00	12.00 C 1412437 ◆	12.00	26.00 C	NB	NB	—	
144.	16438	AIRWAYS BERMAN, 100MM, SIZE 10, PURPLE, 50 PER BAG, DYNAREX, OR EQUAL.	~~BAG~~	7.00	12.00 C 1412441 ◆	12.00	26.00 C	NB	NB	—	
145.	16439	AIRWAYS BERMAN, 110MM, SIZE 11, ORANGE, 50 PER BAG, DYNAREX OR EQUAL.	BAG	7.00	12.00 C 1412444 ◆	12.00	26.00 C	NB	NB	—	
146.	16442	RESTRAINTS LIMB, ADULT, WRIST/ANKLE, 2 D-RINGS, ADJUSTABLE, DISPOSABLE, POLY, WHITE, 48 PER CASE, NO SUBS.	CASE	194.40	170.88 7004728	4.00 X	195.00	NB	NB	—	
147.	16443	SHEET BURN, LARGE, 60" X 96", STERILE, DISPOSABLE, NON-WOVEN, LAMINATED TISSUE FIBERS, RESISTANT TO TEARING, 12 PER CASE.	CASE	30.12	21.24 4995379	2.29 X	33.50	NB	NB	—	
148.	16444	CATHETER SUCTION, SIZE: 12 FRENCH, 50 PER CASE.	CASE	6.50 36093	10.00	12.00	13.20	42.78	NB	—	
149.	16445	BANDAGE TRIANGULAR, 40" X 40" X 56", 12/CASE.	CASE	4.56	4.08 4670483	4.78	6.00	5.00	NB	—	
150.	16447	BLADE 3M SINGLE-USE PIVOTING BLADE 3M #9660, ASSEMBLY FOR CLIPPER 9661L, 50/CASE. NO SUBS.	CASE	198.00	199.49	192.00	199.00	NB	177.39	—	
151.	16469	BLANKET 100% POLYESTER, DISPOSABLE, GRAY, 60" X 80", DYNAREX, 24/CASE, NO SUBS.	CASE	115.68	126.00	145.00	124.95 #3540 LOCAL PREF	NB	NB	—	
152.	16471	BANDAGE EMERGENCY, FIRST CARE, WHITE, 4" COMPRESSION, STERILE, 100 PER CASE, NO SUBS.	CASE	533.00	312.00 WS-05	4.93 X	840.00	NB	NB	—	
153.	16472	GLUCOSE 15, ORAL GLUCOSE GEL, 15G GLUCOSE PER TUBE, 3 TUBES PER PACK, 12 PACKS PER CASE, GRAPE FLAVOR, NDC #0574-0070-30, NO SUBS.	CASE	137.52 1423-03015	NB	10.50 X	NB	NB	NB	—	
154.	16474	GLUCOSE 15, ORAL GLUCOSE GEL, 15G, GLUCOSE PER TUBE, 3 TUBES PER PACK, 12 PACKS PER CASE, LEMON FLAVOR, NDC #0574-0069-30, NO SUBS.	CASE	137.52 466930	147.36	10.50 X	NB	NB	NB	—	
155.	16484	TRANSPORT UNIT, GRAHAM MEGAMOVER, WHITE WITH 14 HANDLES, 1000 LB CAPACITY, 40" X 80", 10 PER CASE, NO SUBS.	CASE	120.00 3246-12345	179.20	165.00	173.95	NB	NB	—	

◆ - QUOTED 100/BAG

X - QUOTED EACH

				Bound Tree	Henry Schein	Life-Assist	MSD	Medline	PCM	Zoll	10.
156.	16488	CUFF BLOOD PRESSURE, CHILD, ADC #760-9CBK, NO SUBS.	EACH	17.47	16.22 4997943	NB	20.75	NB	NB	✓	
157.	16503	PEDIA TAPE PEDIATRIC EMERGENCY MEASURING TAPE, COLOR-CODED, LAMINATED, MEASURE LENGTH AND ESTIMATE WEIGHT, COMPATIBLE WITH THE MOST-RECENT BROSELOW TAPE, NO SUBS.	EACH	15.37 3710-16051	23.42	16.80	NB	NB	NB	✓	
158.	16505	CONNECTOR 02, NIPPLE/NUT, SWIVEL, GREEN, BARB ADAPTER, FOR CONNECTING OXYGEN MASKS OR CANNULA TO OXYGEN FLOWMETER, 50/BAG.	BAG	8.00 020611	21.99	.47 C X	15.50	14.72	NB	✓	
159.	16513	CANISTER, SUCTION, HI-FLOW SUCTION CANISTERS WITH AEROSTAT FILTERS AND FLOAT VALVE SHUTOFF, 800CC WITH 6' CONNECTING TUBE, BEMIS, PRODUCT#8002K 055, 50/CASE, NO SUBS.	CASE	165.50 2212-25507	276.00	2.99 C X	265.65	NB	NB	✓	
160.	16514	TUBE, VACUUM, LAERDAL SUCTION UNIT, LCSU 4, LAERDAL #886106, EACH, NO SUBS.	EACH	12.43	12.82	11.87 OK886106	NB	NB	NB	✓	
161.	16517	NASAL ATOMIZER, INTRANASAL MUCOSAL ATOMIZATION DEVICE, LMA MAD NASAL,TELEFLEX #MAD300, 25/BOX.	BOX	95.00 2170-20300	174.50	125.00	NB	NB	NB	✓	
162.	16523	SENSI WRAP, DYNAREX, SELF-ADHERENT, LATEX FREE, 2" X 5 YDS, RAINBOW COLOR, 36 PER CASE, NO SUBS.	CASE	22.97	35.83	26.00	23.00 #3182 LOCAL PREF	NB	NB	✓	
163.	17377	STETHOSCOPE PLATINUM PEDIATRIC, ADSCOPE 614, PEDIATRIC, OVERALL LENGTH 30.5", ADC (AMERICAN DIAGNOSTIC CORPORATION) ITEM #614P, COLOR-PINK, NO SUBS.	EACH	NB	38.64	40.00	40.50 LOCAL PREF	NB	NB	✓	
164.	17518	SODIUM CHLORIDE, 0.9% SODIUM CHLORIDE INJECTION USP 500 ML BAG (24/CASE) MAY BE BRAUN, BAXTER, OR HOSPIRA. NO SUBS.	CASE	74.16	81.12	90.00	91.25	NB	77.47 LOCAL PREF	✓	
165.	17519	TUBING ADAPTER, HUDSON RCI (MFR#1423), 22 MM 10 X 5-7 MM TAPERED NIPPLE, 50/CASE. NO SUBS.	CASE	24.50	26.75	NB	42.00	23.75	NB	✓	
R 166.	17728	WIPE, GERMICIDAL, LARGE CANISTER, CONTAINS 160 WIPES, 6" x 6.75", P. D. I., SKU #Q55172, CASE, 12 CANISTERS PER CASE, NO SUBS.	CASE								
R 167.	16188	GAUZE SPONGE, 4"X4", 4 PLY, NON-STERILE, 200/PACK, MEDLINE NON25444.	PACK								
R 168.	17666	STAT-PADZ II ELECTRODE, 12/CASE, ZOLL - 8900-0802-01.	CASE								
R 169.	17663	FILTERLINE SET (ADULT/PEDIATRIC), (25 PER BOX) - ZOLL 8300-0520-01.	BOX								
170.	17728	WIPE GERMICIDAL	CASE	NB	~~70.20~~ 2.04 9339131	55.00 ALSES	71.00	NB	69.00	✓	
171.	16188	GAUZE SPONGE	PACK	3.39	520.08	2.65	3.20	3.00	NB	✓	
172.	17666	STAT PADZ	CASE	526.68	156.48 7022871	43.18 X	495.00	NB	NB	446.00 ADDED FRT	
173.	17663	FILTERLINE SET	BOX	172.75		212.10	264.00	NB	NB	218.75 ADDED FRT	

R - REMOVE FROM BID

X - QUOTED EACH

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

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

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 007

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
08/09/2023	5833	Various	As Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, WEDNESDAY, AUGUST 30, 2023

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

EQUIPMENT MEDICAL

The City of Mobile requests bids for the following items as per attached **RFQ**. Pricing shall remain firm until **20 APRIL 2024**.

At the option of the City and the successful Vendor, the award may be extended for three (3) additional eight (8) month periods.

Quote pricing & quote units as specified on RFQ.

On items with more than one (1) acceptable choice, you must indicate the specific item that you are bidding. Failure to indicate will be entered as a no bid on that item.

All substitutions must be indicated on RFQ near description of item specified. Indicate on your bid if an item has been discontinued by the manufacturer. Vendors found to be substituting, without that item being indicated on this bid as a substitution, may lose that awarded item.

If vendor states a vendor item number that item must also state manufacturers make and model number. Failure to indicate this will be entered as a no bid on that item.

It is the responsibility of the vendor to provide the City with the necessary catalogs, samples or literature, to compare the items being bid. **If sample is requested**, it must be delivered to the City of Mobile within 48 hours.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID CONTINUATION SHEET

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

The City reserves the right to reject any item bid by a vendor due to lack of information in order to compare item (i.e.: no catalogs, literature or specifications). Do not send catalog or literature unless requested.

The City reserves the right to reject an item from contract if that item fails to perform as needed or does not meet the best needs of the City of Mobile.

All quantities purchased will be based on an as needed basis by City Department.

All items/orders to be delivered to departments.

All prices quoted are to be delivered prices F.O.B. Mobile.

State any special conditions or ordering instructions. (Pay particular attention to instruction #9 on back of page 1).

The City will attempt to send purchase orders for higher amounts; however, due to computerized issuance of P.O.'s, some will be for low dollar amounts. Vendor must accept all (large & small) purchase orders for items awarded.

Please note: In an effort to update our bid files, vendor(s) who fail to bid may be removed from medical equipment listings.

If you do not wish to bid on the following categories, yet wish to remain on bid list for items other than those on the following pages, you must so notify the City of Mobile Purchasing Department in writing as to specific items that you wish to be listed for, otherwise removal may occur.

No Bid Bond is required.

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

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

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

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

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

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

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

Be sure to sign and return this page including the terms and conditions on the reverse of page 1.

THE CITY OF MOBILE DOES NOT ACCEPT VENDOR'S TERMS AND CONDITIONS.

TO BE AWARDED ON AN ITEM BASIS

The Purchasing Department is seeking to make this bid process more acceptable for all parties involved. Recommendations for changes or modifications that could be incorporated into the next Industrial and Safety Supply bid should be submitted under separate cover. Do not submit with or on this bid.

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

If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.

Remember to return this original bid sheet signed along with attached RFQ.

					TOTAL		

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

IF ITEM DESCRIPTION STATES:

NO SUBS OR NO SUBSTITUTIONS

THEN NO SUBSTITUTIONS WILL BE ALLOWED FOR THAT ITEM.

IF MANUFACTURER HAS DISCONTINUED THAT ITEM

PLEASE STATE THAT BY ITEM DESCRIPTION.

THANK YOU

LINE	ITEM	DESCRIPTION	UOM	PRICE
1.	2078	EYE WASH, 4 OZ., US 3020.	EACH	$_____
2.	4622	SCISSORS EMT, STAINLESS STEEL, AMERICAN DIAGNOSTIC (ADC) MEDICUT, 7 1/4", #320NY, NEON YELLOW HANDLE, NO SUBS.	EACH	$_____
3.	6871	BLOOD PRESSURE CUFF, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 MMHG MANOMETER, CHROME PLATED BRASS AIR RELEASE VALVE, LEATHERETTE CARRYING CASE, ADULT, ADC #760-11ABK, NO SUBS.	EACH	$_____
4.	6872	V-VAC STARTER KIT, ONE HAND APPLICATION, SUCTION UNIT, ADAPTER TIP, INSTRUCTIONS, LAERDAL MEDICAL, NO SUBS.	EACH	$_____
5.	6878	BLOOD PRESSURE CUFF, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 MMHG MANOMETER, CHROME PLATED BRASS AIR RELEASE VALVE, LEATHERETTE CARRYING CASE, PEDIATRIC, (CHILD) ADC #760-9CBK, NO SUBS.	EACH	$_____
6.	6887	THOMAS TUBE HOLDER, LAERDAL #600-10000, ADULT, 25 PER BOX, NO SUBS.	BOX	$_____
7.	6888	THOMAS TUBE HOLDER, LAERDAL #600-20000, PEDIATRIC, 25 PER BOX, NO SUBS.	BOX	$_____
8.	6893	BLOOD PRESSURE CUFF, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 MMHG MANOMETER, CHROME PLATED BRASS AIR RELEASE VALVE, LEATHERETTE CARRYING CASE, THIGH, ADC #760-13TBK, NO SUBS.	EACH	$_____
9.	6906	FAST STRAP, MEDSPEC, T-STYLE, BLUE, NO SUBS.	EACH	$_____
10.	6915	ALCOHOL PREP PADS, STERILE, MEDIUM, 2-PLY, 70% ISOPROPYL ALCOHOL, MEDLINE, 200/BOX.	EACH	$_____
11.	6919	RING CUTTER, CHROME HANDLE WI TH SAFETY LEVER, LARGE THUMBSC REW, AMERICAN DIAGNOSTIC #380. NO SUBS.	EACH	$_____
12.	6944	OB KITS, 12 EACH/CASE.	DOZEN	$_____
13.	6951	BAGS RED, BIO MEDICAL WASTE BAGS, WITH SYMBOL & WORDS IN BLACK, MEET A.S.T.M. DART TEST REQUIREMENTS, 25 X 34, 20 GAL., 50 EACH PER BOX, 4 BOXES PER CASE.	CASE	$_____

14. 6966	THERMOMETER, WELCH ALLYN, BRAUN, THERMOSCAN PRO 6000 EAR THERMOMETER, NO SUBS.	EACH	$_____
15. 6967	BRAUN THERMOSCAN PRO 6000 EAR THERMOMETER DISPOSABLE PROBE COVERS (QTY. 5000: 1 CASE CONTAINS 25 SHELF BOXES, EACH SHELF BOX CONTAINS 10 PACKS 20 COVERS PER PACK), NO SUBS.	CASE	$_____
16. 6969	INTUBATION DETECTORS, TUBE CHECK, AMBU INC #000 172 001, WOLFETORY #EID 100, 20 UNITS PER CASE.	CASE	$_____
17. 9682	BAG, EMESIS, SICKNESS CLEAN UP, CLEAN SACK, GRADUATED MARKING TO MEASURE OZ. AND CC/ML, BLUE IN COLOR, MEDLINE, MEDLINE #NON80328, 144/CASE.	CASE	$_____
18. 13194	IMMOBILIZER HEAD, DISPOSABLE, 15"X4"X3", 5.0 OZ URATHANE FOAM, ADHESIVE FASTNER, 100% X-RAY TRANSLUCENT. STA-BLOCK 260975, NO SUBS.	EACH	$_____
19. 13205	STETHOSCOPE PLATINUM CLINICIAN ADSCOPE 612, ADULT, OVERALL LENGTH 30.5", ADC ITEM 612BK, COLOR- BLACK, NO SUBS.	EACH	$_____
20. 13269	SHARPS-A-GATOR SMALL, 5 QUART, PACKED 30 PER CASE, TYCO.HEALTHCARE/KENDALL #4838-R, REF #31144-36 #31144010.	CASE	$_____
21. 13607	TUBE, SHILEY ENDOTROL ORAL/NASAL ENDOTRACHEAL TUBE CUFFED, MURPHY EYE, 7.0 mm, WITH CONTROL TIP, COVIDIEN, 10 PER BOX, #86351, NO SUBS.	BOX	$_____
22. 13609	PILLOW DISPOSABLE, 16"X22", 10 OZ., LATEX FREE, 12/CASE, MEDLINE #NON24391,	CASE	$_____
23. 13611	SOAP ANTIMICROBIAL, LIQUID, DIAL PROFESSIONAL GOLD PUMP, 16oz., 12/CASE, #80790, NO SUBS.	CASE	$_____
24. 13612	WIPES ANTISEPTIC, SANI-HANDS ALC, PDI PRODUCT, INDIVIDUAL PACKETS, CONTAINS 65.9% ETHYL ALCOHOL WITH MOISTURIZING ALOE, GLYCERIN & VITAMIN E, 100/BOX, 10 BOXES/CASE, NO SUBS.	CASE	$_____
25. 13613	MASK FLUIDSHIELD, FOG-FREE PROCEDURE MASK W/WRAP AROUND SPLASHGUARD VISOR, PLEAT-STYLE W/EARLOOPS, FOAM BAND, ORANGE, 2 BOXES OF 12/CASE, KIMBERLY CLARK 47147, NO SUB.	CASE	$_____

26. 13614	CATHETER IV, 24 GAUGE X 3/4". STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252500, NO SUB.	CASE	$_____
27. 13615	CATHETER IV, 22 GAUGE X 1", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252519, NO SUB.	CASE	$_____
28. 13616	CATHETER IV, 20 GAUGE X 1-1/4", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252535, NO SUB.	CASE	$_____
29. 13617	CATHETER IV, 18 GAUGE X 1-1/4", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252560, NO SUB.	CASE	$_____
30. 13618	CATHETER IV, 16 GAUGE X 1-1/4", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252586, NO SUB.	CASE	$_____
31. 13619	CATHETER IV, 14 GAUGE X 1-1/4", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4251890, NO SUB.	CASE	$_____
32. 13624	STRIPS BLOOD GLUCOSE AND KETONE MONITORING STRIPS, 50/BOX, 12 BOXES/CASE, ABBOTT MEDI-SENSE PRECISION XTRA BLOOD GLUCOSE STRIPS #99695-35, NO SUB.	CASE	$_____
33. 13627	RESUSCITATOR AMBU SPUR II BAG, ADULT, WITH BAG RESERVOIR, 12/CASE, AMBU 520 21100, NO SUB.	CASE	$_____
34. 13628	RESUSCITATOR AMBU SPUR II BAG, PEDIATRIC, WITH BAG RESERVOIR, 12/CASE, AMBU 530 213 000, NO SUB.	CASE	$_____
35. 13629	RESUSCITATOR AMBU SPUR II BAG, INFANT, WITH BAG RESERVOIR, 12/CASE, AMBU 540 211 000, NO SUB.	CASE	$_____
36. 13634	IV STARTER KIT, LATEX FREE, INCLUDES: ALCOHOL PREP PAD, PVP AMPULE, DRESSING 2 GAUZE, TOURNIQUET, TAPE, PACKED 100/BOX, MEDLINE DYND740888, NO SUBS.	BOX	$_____
37. 13637	SODIUM CHLORIDE, 0.9% SODIUM CHLORIDE INJECTION USP 250 ML BAG, 24/CASE, BRAND OR MANUFACTURER MAY BE BRAUN OR BAXTER, OR HOSPIRA, THESE BRANDS ONLY, NO SUBS.	CASE	$_____

38. 13638	SODIUM CHLORIDE, 0.9% SODIUM CHLORIDE INJECTION USP, 1000 ML BAG, 12/CASE, BRAND OR MANUFACTURER MAY BE BRAUN OR BAXTER OR HOSPIRA, THESE BRANDS ONLY, NO SUB.	CASE	$_____
39. 16042	IV ADMINISTRATION SET, 60 DROP, 83" TUBING, NEEDLELESS INJECTION SITE, 50 PER CASE, AMSINO IV #608306, NO SUBS.	CASE	$_____
40. 16043	IV ADMINISTRATION SET, 10 DROP, 83" TUBING, 2 INJECTION SITES, LATEX FREE, 50 PER CASE, AMSINO IV #108306, NO SUBS.	CASE	$_____
41. 16044	IV EXTENSION SET WITH AMSAFE INJECTION SITE, NEEDLELESS INJECTION SITE, LATEX FREE, 100 PER CASE, AMSINO IV EXTENSION #AE3108, NO SUBS.	CASE	$_____
42. 16052	HAND SANITIZER, KLEENEX, ALCOHOL FREE FOAM, KIMBERLY-CLARK ITEM #34136, 1.5oz BOTTLE, 24 BOTTLES PER CASE, NO SUBS.	CASE	$_____
43. 16053	HAND SANITIZER, KLEENEX, ALCOHOL FREE FOAM, KIMBERLY-CLARK ITEM #45827, 18oz BOTTLE, 4 BOTTLES PER CASE, NO SUBS.	CASE	$_____
44. 16055	ET TUBE INTRODUCER, BOUGIE-TO-GO, ADULT WITH COUDE TIP, 15FR, 60MM, 10/BOX, NO SUBS.	BOX	$_____
45. 16057	ELECTRODES MONITORING, AMBU EKG ELECTRODE, BLUE SENSOR SP, HIGHLY CONDUCTIVE WET GEL, GENTLE TO SKIN, 50 PER PACK, #AMBU SP 50, NO SUBS.	PACK	$_____
46. 16058	IV PRESSURE INFUSER, INFU-STAT PRESSURE INFUSER, 1000mL, CURAPLEX, DISPOSABLE, 25 PER CASE, #350310	CASE	$_____
47. 16059	COLLAR CERVICAL, INFANT, 50 PER CASE, AMBU #264-501, NO SUBS.	CASE	$_____
48. 16060	COLLAR CERVICAL, PEDIATRIC, 50 PER CASE, AMBU #264-502, NO SUBS.	CASE	$_____
49. 16061	COLLAR CERVICAL, NECKLESS, 50 PER CASE, AMBU #264-503, NO SUBS.	CASE	$_____
50. 16062	COLLAR CERVICAL, SHORT, 50 PER CASE, AMBU #264-504, NO SUBS.	CASE	$_____
51. 16063	COLLAR CERVICAL, REGULAR, 50 PER CASE, AMBU #264-505, NO SUBS.	CASE	$_____

52. 16064	COLLAR CERVICAL, TALL, 50 PER CASE, AMBU #264-506, NO SUBS.	CASE	$_____
53. 16065	TUBE TRACHEAL, RUSCH FLEXI-SET 2.5 MM, UNCUFFED ENDOTRACHEAL TUBE WITH STYLET AND MURPHY EYE, RUSCH #506525, 10 EACH PER BOX, NO SUB.	BOX	$_____
54. 16066	TUBE TRACHEAL, RUSCH FLEXI-SET 3.0 MM, UNCUFFED ENDOTRACHEAL TUBE WITH STYLET AND MURPHY EYE, RUSCH #506530, 10 EACH PER BOX, NO SUB.	BOX	$_____
55. 16068	TUBE TRACHEAL, RUSCH FLEXI-SET 4.0 MM, UNCUFFED ENDOTRACHEAL TUBE WITH STYLET AND MURPHY EYE, RUSCH #506540, 10 EACH PER BOX, NO SUB.	BOX	$_____
56. 16069	TUBE TRACHEAL, RUSCH FLEXI-SET 5.0 MM, CUFFED ENDOTRACHEAL TUBE WITH STYLET AND MURPHY EYE, RUSCH #504550, 10 EACH PER BOX, NO SUB.	BOX	$_____
57. 16070	TUBE TRACHEAL, RUSCH FLEXI-SET 6.0 MM, CUFFED ENDOTRACHEAL TUBE WITH STYLET AND MURPHY EYE, RUSCH #504560, 10 EACH PER BOX, NO SUB.	BOX	$_____
58. 16071	TUBE TRACHEAL, RUSCH FLEXI-SET 7.0 MM, CUFFED ENDOTRACHEAL TUBE WITH STYLET AND MURPHY EYE, RUSCH #504570, 10 EACH PER BOX, NO SUB.	BOX	$_____
59. 16072	TUBE TRACHEAL, RUSCH FLEXI-SET 8.0 MM, CUFFED ENDOTRACHEAL TUBE WITH STYLET AND MURPHY EYE, RUSCH #504580, 10 EACH PER BOX, NO SUB.	BOX	$_____
60. 16073	TUBE TRACHEAL, RUSCH FLEXI-SET 9.0 MM, CUFFED ENDOTRACHEAL TUBE WITH STYLET AND MURPHY EYE, RUSCH #504590, 10 EACH PER BOX, NO SUB.	BOX	$_____
61. 16145	PENLIGHT DISPOSABLE, DIAGNOSTIC PENLIGHT WITH PUPIL GAUGE, 6 EACH PER PACK. CURAPLEX 32762	PACK	$_____
62. 16146	SPLINT MULTI-PURPOSE, UNIVERSAL WITH SELF-ADHERENT ADHESIVE WRAP, ACTISPLINT WITH SENSI-WRAP, DYNAREX, ROLLED SPLINT 4.5" X 36" WITH SENSI-WRAP 2" X 5YDS., BLACK, 50/CASE, NO SUBS.	CASE	$_____
63. 16147	DRESSING, SAM CHEST SEAL DRESSING, 9.2" X 7.6", DESIGNED FOR OPEN CHEST WOUNDS, LARGE COVERAGE AREA, 2 DRESSINGS PER PACK (NON-VALVE VERSION), LATEX FREE, TRANSPARENT, 5" X 9" PAD. NO SUBS.	PACK	$_____

64. 16148	CO2 INDICATOR, FENEM CO2 INDICATOR ATTACHES TO EXHALATION PORT OF RESUSCITATOR BAG, 30 mm I.D., BODY MASS RANGE >1 KG, 2 YEAR SHELF LIFE, LATEX-FREE, 10 EACH PER BOX, CURAPLEX #3015585EA, NO SUBS.	BOX	$_____
65. 16171	DRESSING: MULTI-TRAUMA DRESSING, 12" X 30", ONE STERILE DRESSING PER POUCH, LATEX-FREE; 50 PER CASE, DYNAREX, NO SUBS.	CASE	$_____
66. 16174	BLOOD PRESSURE CUFF, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 MMHG MANOMETER, CHROME PLATED BRASS AIR RELEASE VALVE, LEATHERETTE CARRYING CASE, INFANT, ADC #760-71BK, NO SUBS.	EACH	$_____
67. 16175	HANDLE V-VAC, LAERDAL V-VAC REPLACEMENT HANDLE, NO SUBS.	EACH	$_____
68. 16176	CONNECTOR LAERDAL V-VAC SUCTION UNIT DOUBLE MALE CONNECTORS, PACK OF 10 EACH, NO SUBS.	PACK	$_____
69. 16177	ADAPTER TIPS, LAERDAL V-VAC REPLACEMENT ADAPTER TIPS, SUCTION UNIT, 4 EACH PER PACK, NO SUBS.	PACK	$_____
70. 16178	CATHETERS LAERDAL V-VAC CATHETERS, SHORT, SUCTION UNIT, 8", 18FR, 4 EACH PER PACK, NO SUBS.	PACK	$_____
71. 16179	CARTRIDGE LAERDAL V-VAC REPLACEMENT CARTRIDGE FOR SUCTION UNIT, NO SUBS.	EACH	$_____
72. 16182	INFUSION SET, WINGED, SURSHIELD SAFETY WINGED INFUSION SETS, TERUMO, 23ga x 3/4, 3.5" TUBING, SV*S23BLS, PACKED: 50/BOX, NO SUBS.	BOX	$_____
73. 16183	BITE BLOCK - TONGUE DEPRESSOR, UNBREAKABLE, ONE PIECE, EACH PACKAGED IN SANITARY BAG.	EACH	$_____
74. 16186	GAUZE PETROLATUM, NON-ADHERING, LATEX FREE, FOIL PACKAGE, STERILE, 3" X 9", DERMA DKC 20056, NO SUBS.	BOX	$_____
75. 16187	BANDAGE CONFORMING, GAUZE, SOF- FORM, STERILE, 4" X 75", MEDLINE #NON 25498, 12/BOX.	BOX	$_____

76. 16189	ICE PACK, FILLABLE, SMALL WITH VELCRO STRAPS, SECURE-ALL, LATEX FREE, 5" X 12", 15 PER BOX, KIMBERLY CLARK #33595, NO SUBS.	BOX	$_____
77. 16191	WATER STERILE FOR IRRIGATION, USP SEALED OUTER CLOSURE, STERILE SCREW ON INNER CAP, BAXTER, 500 ML, 18 PER CASE, NDC #0338-0004-03.	CASE	$_____
78. 16216	NEEDLE HYPODERMIC, REGULAR BEVEL, 18G X 1 1/2", STERILE, 100/BOX, BECTON DICKINSON, NO SUBS.	BOX	$_____
79. 16217	NEEDLE HYPODERMIC, REGULAR BEVEL, 21G X 1 1/2", STERILE, 100/BOX, BECTON DICKINSON, NO SUBS.	BOX	$_____
80. 16218	CANNULA INTERLINK VIAL ACCESS, 15 GAUGE, NEEDLESS ACCESS OF A SINGLE DOSE VIAL, BECTON DICKINSON, 303367, NO SUBS, 100/BOX.	BOX	$_____
81. 16221	MASK 3M HEALTH CARE PARTICULATE RESPIRATOR AND SURGICAL MASK 1860, NIOSH APPROVED N95, FDA CLEARED, FLUID RESISTANT AND DISPOSABLE, 120/CASE, 3M ITEM ID70070612364, NO SUBS.	CASE	$_____
82. 16222	LANCET ACCU-CHEK SAFE-T-PRO LANCET, SINGLE USE, 200/BOX, ROCHE DIAGNOSTICS #03448622001, NO SUBS.	BOX	$_____
83. 16242	SEAL DRAW TIGHT, RED, AVERAGE BREAKING STRENGTH 15 LB., PRINTABLE AREA (CAN BE WRITTEN ON W/PERMANENT MARKER), MADE OF NYLON, 100/PKG, 7-7/8" LENGTH, HEALTH CARE LOGISTICS #7951, NO SUBS.	PKG	$_____
84. 16243	SEAL DRAW TIGHT, YELLOW, AVERAGE BREAKING STRENGTH 15 LB., PRINTABLE AREA (CAN BE WRITTEN ON W/PERMANENT MARKER), MADE OF NYLON, 100/PKG., 7-7/8" LENGTH, HEALTH CARE LOGISTICS #7952, NO SUBS.	PKG	$_____
85. 16244	SEAL DRAW TIGHT, BLUE, AVERAGE BREAKING STRENGTH 15 LB., PRINTABLE AREA (CAN BE WRITTEN ON W/PERMANENT MARKER), MADE OF NYLON, 100/PKG, 7-7/8" LENGTH, HEALTH CARE LOGISTICS #7953, NO SUBS.	PKG	$_____
86. 16250	LUBRICANT STERILE LUBRICATING JELLY, FOIL PACK, 2.7 GRAM, MEDLINE, 144.BOX.	BOX	$_____
87. 16251	PADS ABDOMINAL, ABD PADS, STERILE, LATEX FREE, 5" X 9", MEDLINE, 25/BOX.	BOX	$_____

88. 16252	BANDAGE NON-STERILE MATRIX ELASTIC BANDAGES, 4" X 5 YD., VELCRO, LATEX FREE, 10/BOX, MEDLINE #MDS087004LF.	BOX	$_____
89. 16253	BANDAGE NON-STERILE, MATRIX ELASTIC BANDAGES, 2" X 5 YD., VELCRO, LATEX FREE, 10/BOX, MEDLINE ITEM MDS087002LF.	BOX	$_____
90. 16258	REMOVER, NAIL POLISH REMOVER PADS, 100/BOX, MEDLINE.	BOX	$_____
91. 16261	TAPE TRANSPSORE SURGICAL TAPES, 3M HEALTHCARE, CLEAR, POROUS, HYPOALLERGENIC, 1" X 10 YDS, 12/BOX, NO SUBS.	BOX	$_____
92. 16262	BANDAGES CURITY ADHESIVE, FLEXIBLE, 2" X 3 1/2", 50/BOX, KENDALL HEALTHCARE, NO SUBS.	BOX	$_____
93. 16263	BANDAGES CURITY ADHESIVE, FLEXIBLE, CLOTH, 1", 50/BOX, KENDALL HEALTHCARE, NO SUBS.	BOX	$_____
94. 16264	BAGS SMARTSAFE PROPERTY BAGS, 315 MM X 275 MM, SMALL SIZE, DESIGNED TO SECURE, TRACK AND RETURN PERSONAL BELONGINGS, (JEWELRY, MEDICATION, DENTURES), 25/BOX, TSG ASSOCIATES ITEM, NO SUBS.	BOX	$_____
95. 16265	TOURNIQUET C-A-T, COMBAT APPLICATION TOURNIQUET, 6.5" L X 2.4" W X 1.5" D, BLACK, NSN #6515-01-521-7976, NO SUBS.	EACH	$_____
96. 16268	CLIPPER 3M SURGICAL, CLIPPER STARTER KIT 9667L, KIT CONTAINS 9661L BODY AND 9662L CHARGER STAND, NO SUBS.	EACH	$_____
97. 16272	CATHETER ANGIOCATH, 14 GAUGE, 3.25", STERILE, BECTON DICKINSON ITEM #BD382268, 10/BOX.	BOX	$_____
98. 16273	SODIUM CHLORIDE 0.9%, 10ML PREFILLED SYRINGE WITH LUER LOCK, INDIVIDUALLY PACKAGED, 30 PER BOX, BECTON DICKINSON ITEM #BD306546, NO SUBS.	BOX	$_____
99. 16287	GAUZE SPONGES, 12 PLY, 4" X 4", STERILE, LATEX FREE, USP TYPE VII, 50/BX, MEDLINE.	BOX	$_____
100. 16300	MASK ADULT 3IN1, INCLUDES MASK WITH FLAPPER VALVE, 7' OXYGEN SUPPLY TUBING & OXYGEN CONNECTOR, ADJUSTABLE NOSE CLIP, 750ML RESERVOIR BAG, HUDSON RCI-TELEFLEX MEDICAL ITEM #1061, INDIVIDUALLY PACKAGED 50/CASE.	CASE	$_____

101. 16301	MASK PEDIATRIC NON REBREATHING WITH SAFETY VENT, ADJUSTABLE NOSE CLIP, 750ML RESERVOIR BAG COMPLETE WITH 7' OXYGEN SUPPLY TUBING, HUDSON RCI TELEFLEX MEDICAL ITEM #1058, INDIVIDUALLY PACKAGED 50/CASE.	CASE	$_____
102. 16302	MASK INFANT HIGH CONCENTRATION WITH 7' TUBING, HUDSON RCI-TELEFLEX MEDICAL ITEM #395407, INDIVIDUALLY PACKAGED, 50/CASE.	CASE	$_____
103. 16303	MASK AEROSOL ELONGATED PEDIATRIC, HUDSON RCI-TELEFLEX MEDICAL ITEM #1085, INDIVIDUALLY PACKAGED, 50/CASE.	CASE	$_____
104. 16304	MASK AEROSOL ELONGATED ADULT, HUDSON RCI-TELEFLEX MEDICAL ITEM #1083, INDIVIDUALLY PACKAGED, 50/CASE.	CASE	$_____
105. 16305	NEBULIZER SMALL VOLUME NEBULIZERS MICRO MIST, CONTAINS: NEBULIZER, TEE, MOUTHPIECE, RESERVOIR TUBE, 7' TUBING, STANDARD CONNECTOR, HUDSON RCI-TELEFLEX MEDICAL ITEM #1883, INDIVIDUALLY PACKAGED, 50/CASE.	CASE	$_____
106. 16306	MASK TRACHEOSTOMY PEDIATRIC, HUDSON RCI-TELEFLEX MEDICAL ITEM #1076, MASKS ARE INDIVIDUALLY PACKAGED 50/CASE.	CASE	$_____
107. 16307	MASK TRACHEOSTOMY ADULT, HUDSON RCI-TELEFLEX MEDICAL ITEM #1075, MASKS ARE INDIVIDUALLY PACKAGED 50/CASE.	CASE	$_____
108. 16308	HUMIDIFIERS AQUAPAK, RESERVOIR BOTTLES HAVE BUILT-IN OXYGEN TUBING CONNECTORS, AQUAPAK 340ML KIT, 340ML OF STERILE WATER, INCLUDES 000-40 HUMIDIFIER ADAPTOR, HUDSON RCI-TELEFLEX MEDICAL ITEM #003-40, INDIVIDUALLY PACKAGED 20/CASE.	CASE	$_____
109. 16309	CANNULA SOFTECH NASAL, ADULT, 7' STAR LUMEN TUBING, STANDARD CONNECTOR, HUDSON RCI-TELEFLEX MEDICAL ITEM #1820, INDIVIDUALLY PACKAGED, 50/CASE.	CASE	$_____
110. 16310	CANNULA SOFTECH NASAL, PEDIATRIC, 7' STAR LUMEN TUBING, STANDARD CONNECTOR, HUDSON RCI-TELEFLEX MEDICAL ITEM #1838, INDIVIDUALLY PACKAGED, 50/CASE.	CASE	$_____
111. 16376	SHARP CONTAINER, SHARPS DART, SHARPS CONTAINER WITH ONE TIME LOCKABLE SEAL, 6.5", CURAPLEX, 24/CASE, #64250	CASE	$_____

112. 16377	COLD PACK, STANDARD COLD PACK, 5.75" X 9", LATEX FREE, MEDLINE, 24/CASE.	CASE	$_____
113. 16380	SPLINT SAM SPLINT, XL, 5.5" X 36", WATERPROOF, REUSABLE, FLATFOLD, RADIOLUCENT SAM MEDICAL PRODUCTS #SP1121XL, 32 PER CASE, NO SUBS.	CASE	$_____
114. 16382	CPAP SYSTEM, FLOW-SAFE II, DISPOSALE, LATEX FREE, BUILT IN MANOMETER & PRESSURE RELIEF VALVE, LARGE ADULT MASK, HEAD HARNESS, 7' OXYGEN TUBING, BLUE PACKAGE, MERCURY MEDICAL #10-57209, 5 PER BOX, NO SUBS.	BOX	$_____
115. 16383	CPAP SYSTEM, FLOW-SAFE II, DISPOSABLE, LATEX FREE, BUILT IN MANOMETER & PRESSURE RELIEF VALVE, SMALL ADULT MASK, HEAD HARNESS, 7' OXYGEN TUBING, GREEN PACKAGE, MERCURY MEDICAL #10-57210, 5 PER BOX, NO SUBS.	BOX	$_____
116. 16407	GAUZE QUIKCLOT, QUIKCLOT COMBAT GAUZE LE, 3" X 4 YARDS, Z-FOLDED, SOFT, WHITE, NONWOVEN, HYDROPHILIC GAUZE IMPREGNATED WITH KAOLIN, ITEM #350, IS PACKAGED IN AN EASY-TEAR POUCH, CONTAINS AN X-RAY DETECTABLE STRIP FOR EASY IDENTIFICATION AND HAS FIVE YEAR EXPIRATION, EACH, NO SUBS.	EACH	$_____
117. 16409	GAUZE BANDAGE, STERILE, LATEX FREE, BULKEE II, 4.5" X 4.1 YARDS, MEDLINE #NON25865, 100/CASE.	CASE	$_____
118. 16410	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 20 FR, 10/BOX.	BOX	$_____
119. 16411	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 22 FR, 10/BOX.	BOX	$_____
120. 16412	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 24 FR, 10/BOX.	BOX	$_____
121. 16414	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 28FR, 10/BOX.	BOX	$_____
122. 16415	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 30 FR, 10/BOX.	BOX	$_____

123. 16416	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 32FR, 10/BOX.	BOX	$_____
124. 16417	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 34FR, 10/BOX.	BOX	$_____
125. 16418	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 36FR, 10/BOX.	BOX	$_____
126. 16419	SYRINGE DISPOSABLE, WITH 1/5ML GRADUATION, STERILE, SINGLE USE, 10ML BD LUER-LOK TIP, BECTON DICKINSON ITEM 309604, 100/BOX, NO SUBS.	BOX	$_____
127. 16420	SYRINGE DISPOSABLE, HAS 1 ML, 3/4 OZ. IN 1/8 OZ GRADUATION, STERILE SINGLE USE, 20 ML BD LUER-LOK TIP, BECTON DICKINSON #302830, 48/BOX, NO SUBS.	BOX	$_____
128. 16421	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 26 FR, 10/BOX.	BOX	$_____
129. 16422	SYRINGE WITH DETACHABLE NEEDLE, 23G X 1" BD ECLIPSE HYPODERMIC NEEDLE WITH PIVOTING SHIELDING MECHANISM, 3 ML BD LUER-LOK, BECTON DICKINSON #305782, 50/BOX, NO SUBS.	BOX	$_____
130. 16423	SYRINGE WITH DETACHABLE NEEDLE, 27G X 1/2", BD ECLIPSE HYPODERMIC NEEDLE WITH PIVOTING SHIELDING MECHANISM, 1 ML BD LUER-LOK, BECTON DICKINSON #A305789, 50/BOX, NO SUBS.	BOX	$_____
131. 16424	SUCTION UNIT, MECONIUM ASPIRATOR, SINGLE HAND, THUMB PORT, NEOTECH PRODUCT, ELIMINATES MOUTH SUCTIONING OF MECONIUM OF NEWBORNS, 40/BOX, NO SUBS.	BOX	$_____
132. 16425	CATHETER SUCTION, COILED, GRADUATED WITH CONTROL TIP, FROSTED SURFACE, KINK RESISTANT, SIZE: 8 FRENCH, 50 PER CASE.	CASE	$_____
133. 16426	CATHETER SUCTION, COILED, GRADUATED WITH CONTROL TIP, FROSTED SURFACE, KINK RESISTANT, SIZE: 10 FRENCH, 50 PER CASE.	CASE	$_____

134. 16428	CATHETER SUCTION, COILED, GRADUATED WITH CONTROL TIP, FROSTED SURFACE, KINK RESISTANT, SIZE: 14 FRENCH, 50 PER CASE.	CASE	$_____
135. 16429	CATHETER SUCTION, COILED, GRADUATED WITH CONTROL TIP, FROSTED SURFACE, KINK RESISTANT, SIZE: 16 FRENCH, 50 PER CASE.	CASE	$_____
136. 16430	CATHETER SUCTION, COILED, GRADUATED WITH CONTROL TIP, FROSTED SURFACE, KINK RESISTANT, SIZE: 18 FRENCH, 50 PER CASE.	CASE	$_____
137. 16431	YANKAUER, STANDARD BULB TIP WITH CONTROL VENT, SINGLE USE, STERILE, DYNAREX, 50/CASE, NO SUBS.	CASE	$_____
138. 16432	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 40MM, SIZE 4, PINK, 50 PER BAG, DYNAREX, NO SUBS.	BAG	$_____
139. 16433	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 50MM, SIZE 5, LT. BLUE, 50 PER BAG, DYNAREX, NO SUBS.	BAG	$_____
140. 16434	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 60MM, SIZE 6, BLACK, 50 PER BAG, DYNAREX, NO SUBS.	BAG	$_____
141. 16435	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 70MM, SIZE 7, WHITE, 50 PER BAG, DYNAREX, NO SUBS.	BAG	$_____
142. 16436	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 80MM, SIZE 8, GREEN, 50 PER BAG, DYNAREX, NO SUBS.	BAG	$_____
143. 16437	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 90MM, SIZE 9, YELLOW, 50 PER BAG, DYNAREX, NO SUBS.	BAG	$_____
144. 16438	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 100MM, SIZE 10, PURPLE, 50 PER BAG, DYNAREX, NO SUBS.	BAG	$_____
145. 16439	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 110MM, SIZE 11, ORANGE, 50 PER BAG, DYNAREX, NO SUBS.	BAG	$_____
146. 16442	RESTRAINTS LIMB, ADULT, WRIST/ANKLE, 2 D-RINGS, ADJUSTABLE, DISPOSABLE, POLY, WHITE, 48 PER CASE, NO SUBS.	CASE	$_____

147. 16443	SHEET BURN, LARGE, 60" X 96", STERILE, TO PROTECT PATIENT FROM INFECTION, DISPOSABLE, NON-WOVEN, LAMINATED TISSUE FIBERS, RESISTANT TO TEARING, 12 PER CASE.	CASE	$_____
148. 16444	CATHETER SUCTION, COILED, GRADUATED WITH CONTROL TIP, FROSTED SURFACE, KINK RESISTANT, SIZE: 12 FRENCH, 50 PER CASE.	CASE	$_____
149. 16445	BANDAGE TRIANGULAR, LATEX FREE, POLYBAGGED, 2 SAFETY PINS, 40" X 40" X 56", 12/CASE.	CASE	$_____
150. 16447	BLADE 3M SINGLE-USE PIVOTING BLADE 3M #9660, ASSEMBLY FOR CLIPPER 9661L, 50/CASE. NO SUBS.	CASE	$_____
151. 16469	BLANKET 100% POLYESTER, DISPOSABLE, GRAY, 60" X 80", DYNAREX, 24/CASE, NO SUBS.	CASE	$_____
152. 16471	BANDAGE EMERGENCY, FIRST CARE, WHITE, 4" COMPRESSION, STERILE, 100 PER CASE, NO SUBS.	CASE	$_____
153. 16472	GLUCOSE 15, ORAL GLUCOSE GEL, 15G GLUCOSE PER TUBE, 3 TUBES PER PACK, 12 PACKS PER CASE, GRAPE FLAVOR, NDC #0574-0070-30, NO SUBS.	CASE	$_____
154. 16474	GLUCOSE 15, ORAL GLUCOSE GEL, 15G, GLUCOSE PER TUBE, 3 TUBES PER PACK, 12 PACKS PER CASE, LEMON FLAVOR, NDC #0574-0069-30, NO SUBS.	CASE	$_____
155. 16484	TRANSPORT UNIT, GRAHAM MEGAMOVER, WHITE WITH 14 HANDLES, 1000 LB CAPACITY, 40" X 80", 10 PER CASE, NO SUBS.	CASE	$_____
156. 16488	CUFF BLOOD PRESSURE, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 mmHg MANOMETER, CHROME PLATED BRASS AIR RELIEF VALVE, LEATHERETTE CARRYING CASE, CHILD, ADC #760-9CBK, NO SUBS.	EACH	$_____
157. 16503	PEDIA TAPE PEDIATRIC EMERGENCY MEASURING TAPE, COLOR-CODED, LAMINATED, MEASURE LENGTH AND ESTIMATE WEIGHT, COMPATIBLE WITH THE MOST-RECENT BROSELOW TAPE, NO SUBS.	EACH	$_____
158. 16505	CONNECTOR 02, NIPPLE/NUT, SWIVEL, GREEN, BARB ADAPTER, FOR CONNECTING OXYGEN MASKS OR CANNULA TO OXYGEN FLOWMETER, 50/BAG.	BAG	$_____

159. 16513	CANISTER, SUCTION, HI-FLOW SUCTION CANISTERS WITH AEROSTAT FILTERS AND FLOAT VALVE SHUTOFF, 800CC WITH 6' CONNECTING TUBE, BEMIS, PRODUCT #8002K 055, 50/CASE, NO SUBS.	CASE	$_____
160. 16514	TUBE, VACUUM, LAERDAL SUCTION UNIT, LCSU 4, LAERDAL #886106, EACH, NO SUBS.	EACH	$_____
161. 16517	NASAL ATOMIZER, INTRANASAL MUCOSAL ATOMIZATION DEVICE, LMA MAD NASAL, TELEFLEX #MAD300, 25/BOX.	BOX	$_____
162. 16523	SENSI WRAP, DYNAREX, SELF-ADHERENT, LATEX FREE, 2" X 5 YDS, RAINBOW COLOR, 36 PER CASE, NO SUBS.	CASE	$_____
163. 17377	STETHOSCOPE PLATINUM PEDIATRIC, ADSCOPE 614, PEDIATRIC, OVERALL LENGTH 30.5", ADC (AMERICAN DIAGNOSTIC CORPORATION) ITEM #614P, COLOR-PINK, NO SUBS.	EACH	$_____
164. 17518	SODIUM CHLORIDE, 0.9% SODIUM CHLORIDE INJECTION USP 500 ML BAG (24/CASE) BRAND OR MANUFACTURER MAY BE BRAUN, BAXTER, OR HOSPIRA. NO SUBS.	CASE	$_____
165. 17519	TUBING ADAPTER, HUDSON RCI (MFR#1423), 22 MM 10 X 5-7 MM TAPERED NIPPLE, 50/CASE. NO SUBS.	CASE	$_____
166. 17520	02 MAX BITRAC ED MASK, W/NEB, ADULT LG, W/3-SET VALVE, OHMEDA CONNECTOR, FIXED FLOW, 10 EA/CS. PULMODYNE. NO SUBS.	CASE	$_____
167. 17521	02 MAX BITRAC ED MASK, W/NEB, ADULT MED, W/3-SET VALVE, OHMEDA CONNECTOR, FIXED FLOW, 10EA/CS. PULMODYNE. NO SUBS.	CASE	$_____
168. 17522	CPAP/CAPNOGRAPHY KIT, 02 MAX NEB BITRAC ED MASK, ADULT LG, 3-SET, OHMEDA CONNECT, C02 SAMPLING LINE. PULMODYNE. NO SUBS.	EACH	$_____
169. 17523	CPAP/CAPNOGRAPHY KIT, 02 MAX NEB BITRAC ED MASK, ADULT MED, 3-SET, OHMEDA CONNECT, C02 SAMPLING LINE. PULMODYNE. NO SUBS.	EACH	$_____
170. 17728	WIPE, GERMICIDAL, SUPER SANI-CLOTH GERMICIDAL DISPOSABLE WIPE, LARGE CANISTER, CONTAINS 160 WIPES, 6" x 6.75", P. D. I., SKU #Q55172, CASE, 12 CANISTERS PER CASE, NO SUBS.	CASE	$_____

171. 16188	GAUZE SPONGE, 4"X4", 4 PLY, NON-STERILE, 200/PACK, MEDLINE NON25444.	PACK	$_____
172. 17666	STAT-PADZ II ELECTRODE, 12/CASE, ZOLL - 8900-0802-01.	CASE	$_____
173. 17663	FILTERLINE SET (ADULT/PEDIATRIC), (25 PER BOX) - ZOLL 8300-0520-01.	BOX	$_____

PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:11/14/2023

Submitted by:

Nick Amberger, City Engineer

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Transfer funds in the amount of $175,000.00 from capital project C0049 - Engineering, ROW, & Testing and $75,000.00 from capital project C0052 City-Wide Storm Drain & Pipe Project to Project G-OGMMATCH Grant Match Holding Account to be used as the match if awarded funding from the Transportation Alternative Program (TAP) being submitted to the Mobile Metropolitan Planning Organization.

Funding Source

Project # C0049 Engineering, ROW, & Testing and C0052 City-Wide Storm Drain & Pipe	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	11/2/2023
Joint Budget Transfer Request Form	Backup Material	11/2/2023

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	11/2/2023 - 1:47 PM
Legal	Kern, Chris	Approved	11/2/2023 - 2:50 PM
Legal	Kern, Chris	Approved	11/2/2023 - 2:51 PM

Mayors Office	Montgomery, Brandi	Approved	11/2/2023 - 2:55 PM

RESOLUTION

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $175,000 be transferred from capital project C0049 (20002000.94070) ENGINEERING, ROW, & TESTING and $75,000 be transferred from capital project C0052 (20002000.94070) CITY-WIDE STORM DRAIN & PIPE PROJ to Project G-OGMMATCH: GRANT MATCH HOLDING ACCOUNT (50005000.93030). These Capital Improvement funds will be reallocated to support grant match for a Transportation Alternative Program (TAP) grant project for compliance with the Americans with Disabilities Act in the downtown area encompassed between Government St., Broad St., Canal St., and Water St.

Adopted:

_____

City Clerk

JOINT BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM OFFICE OF GRANTS MANAGEMENT DEPT. 2590

DATE OF REQUEST: 11/02/2023

JOINT BUDGET TRANSFER: ☐(from one fund to another)

DISTRICT#: Select Item.

REQUEST: Please transfer $ 175,000.00

FROM CAPITAL PROJECT#: C0049

CAPITAL PROJECT NAME: ENGINEERING, ROW, & TESTING

DEPT. PROJECT#: _____

TO GRANT FUND PROJECT#: G-OGMMATCH

PROJECT NAME: GRANT MATCH HOLDING ACCOUNT.

ACCT PROJECT STRING#: G-OGMMATCH.FROMCAP

Employee signature

Approval signature

Created by B. Rhodes 7/6/2022

JOINT BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM OFFICE OF GRANTS MANAGEMENT DEPT. 2590

DATE OF REQUEST: 11/02/2023

JOINT BUDGET TRANSFER: ☐(from one fund to another)

DISTRICT#: Select Item.

REQUEST: Please transfer $ 75,000.00

FROM CAPITAL PROJECT#: C0052

CAPITAL PROJECT NAME: CITY-WIDE STORM DRAIN & PIPE PROJ

DEPT. PROJECT#: _____

TO GRANT FUND PROJECT#: G-OGMMATCH

PROJECT NAME: GRANT MATCH HOLDING ACCOUNT.

ACCT PROJECT STRING#: G-OGMMATCH.FROMCAP

Employee signature

Approval signature

Created by B. Rhodes 7/6/2022

Threadgill, Randy

From: Amberger, Nicholas
Sent: Wednesday, November 1, 2023 11:26 AM
To: Mallory, Relya; Threadgill, Randy
Cc: Angle, Laura; Hollins, Tiffany; Rhodes, Brenda; Williams, Lashey
Subject: RE: TAP ~ cost estimate ~ application ~ match sources

All,

A project is in the process being closed that will increase the balance in C0052.

So, for the grant match I would recommend:

C0052 (misc. drainage)	$ 75,000.00
C0049 (Eng./ROW/Test)	$175,000.00

Please let me know if anything else is needed.

Thanks,
Nick

From: Mallory, Relya <mallory@cityofmobile.org>
Sent: Wednesday, November 1, 2023 9:34 AM
To: Amberger, Nicholas <nick.amberger@cityofmobile.org>; Threadgill, Randy <randy.threadgill@cityofmobile.org>
Cc: Angle, Laura <laura.angle@cityofmobile.org>; Hollins, Tiffany <hollinst@cityofmobile.org>; Rhodes, Brenda <brenda.rhodes@cityofmobile.org>
Subject: RE: TAP ~ cost estimate ~ application ~ match sources

Let me check

From: Amberger, Nicholas <nick.amberger@cityofmobile.org>
Sent: Wednesday, November 1, 2023 8:16 AM
To: Threadgill, Randy <randy.threadgill@cityofmobile.org>; Mallory, Relya <mallory@cityofmobile.org>
Cc: Angle, Laura <laura.angle@cityofmobile.org>; Hollins, Tiffany <hollinst@cityofmobile.org>; Rhodes, Brenda <brenda.rhodes@cityofmobile.org>
Subject: RE: TAP ~ cost estimate ~ application ~ match sources

Relya,

Got any other suggestions? Could we use 4 cent gas tax?

Thanks,
Nick

From: Threadgill, Randy <randy.threadgill@cityofmobile.org>
Sent: Monday, October 30, 2023 8:21 AM
To: Amberger, Nicholas <nick.amberger@cityofmobile.org>; Mallory, Relya <mallory@cityofmobile.org>
Cc: Angle, Laura <laura.angle@cityofmobile.org>; Hollins, Tiffany <hollinst@cityofmobile.org>; Rhodes, Brenda

AGENDA ITEM SUMMARY SHEET

Agenda of:11/14/2023

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 Princess Ingram, a minor, by and through her mother Erica Williams

Amount of Contract:

n/a

Effective Date of Contract:

11/15/2023

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Ingram

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 - Ingram	Resolution Letter	11/2/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	11/2/2023 - 2:42 PM
			11/2/2023 - 2:49

Legal	Kern, Chris	Approved	11/2/2023 - 2:55 PM
Mayors Office	Montgomery, Brandi	Approved	11/2/2023 - 2:55 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 Princess Ingram, a minor, by and through her mother, Erica Williams, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

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AGENDA ITEM SUMMARY SHEET

Agenda of:11/14/2023

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 Randy and Kanchana Poole

Amount of Contract:

n/a

Effective Date of Contract:

11/14/2023

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Poole

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 - Poole	Resolution Letter	11/1/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	11/1/2023 - 3:12 PM
			11/2/2023 -

Legal	Kern, Chris	Approved	10:40 AM
Mayors Office	Montgomery, Brandi	Approved	11/2/2023 - 2:19 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Randy and Kanchana Poole, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

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AGENDA ITEM SUMMARY SHEET

Agenda of:11/14/2023

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:11/14/2023

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

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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

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

	Applicant	Agent (If Applicable)
Name:	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

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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:

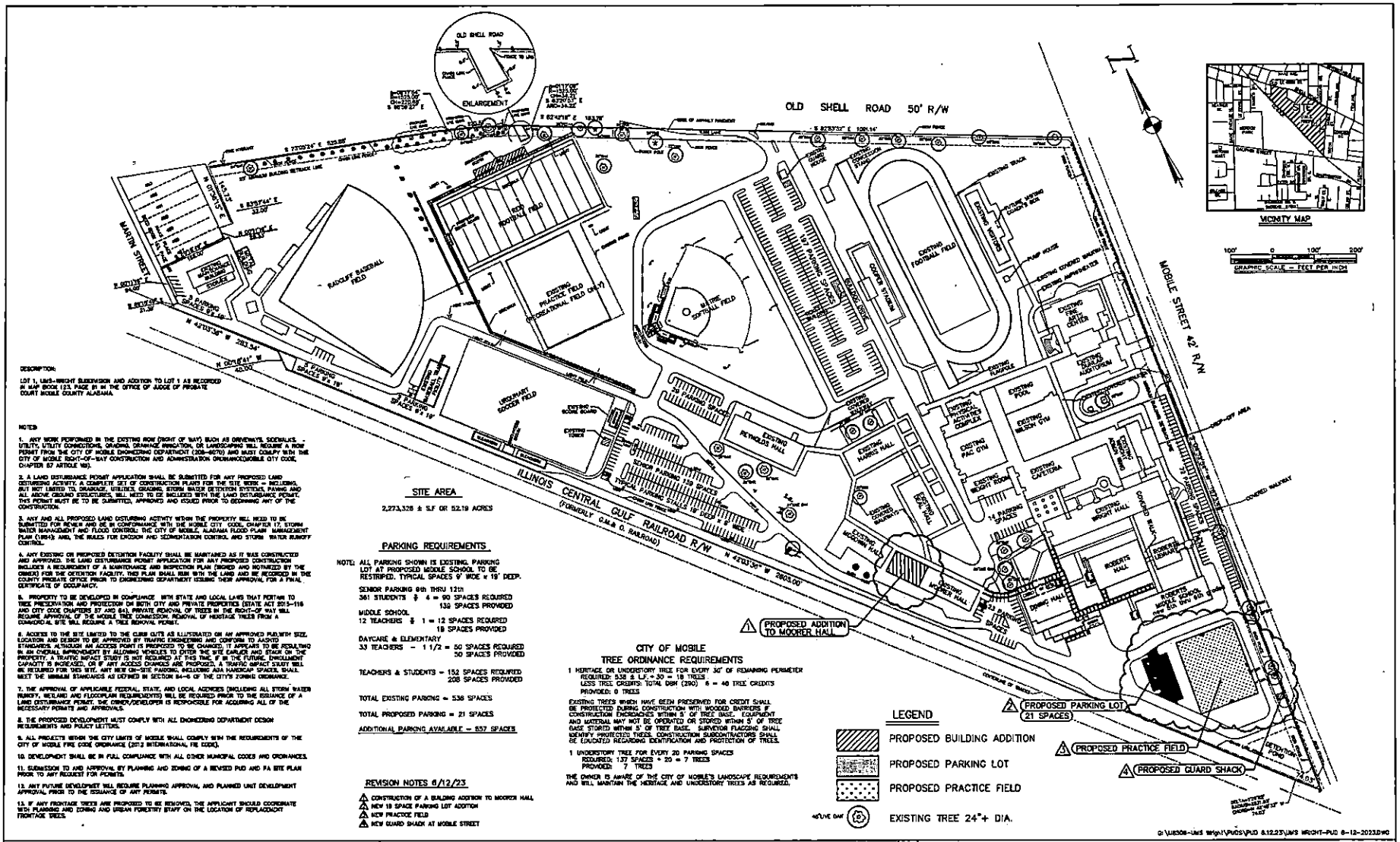
Laura M. Davis

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
RADCLIFF BASEBALL FIELD
EXISTING PRACTICE FIELD (NON-REGULATION)
MITRE SOFTBALL FIELD
URUGUAYAN SOCCER FIELD
EXISTING FOOTBALL FIELD
EXISTING REYNOLDS HALL
EXISTING HARRIS HALL
EXISTING WRIGHT HALL
EXISTING CAFETERIA
EXISTING AUDITORIUM
EXISTING PAC GYM
EXISTING WEIGHT ROOM
EXISTING POOL
EXISTING MOORER HALL
ROBERTS HALL
ROBERTS MIDDLE SCHOOL 6TH GRADE
DUNN HALL
EXISTING MIDDLE SCHOOL
EXISTING CHAPEL
EXISTING FIRE CENTER
EXISTING PHYSICAL ACTIVITIES COMPLEX
EXISTING BELOW GYM
EXISTING COVERED WALKWAY
EXISTING COVERED BALCONY
EXISTING SCOREBOARD
EXISTING TOWER
EXISTING FLAGPOLE
EXISTING TRACK
EXISTING WATER METER
EXISTING PUMP HOUSE
EXISTING COVERED SHELTER
EXISTING APPARATUS
EXISTING GAZEBO
EXISTING BENCH
EXISTING SIGN
EXISTING TREE
EXISTING POWER POLE
EXISTING GUY WIRE
EXISTING FIRE HYDRANT
EXISTING SANITARY SEWER MANHOLE
EXISTING STORM SEWER MANHOLE
EXISTING CATCH BASIN
EXISTING STORM SEWER
EXISTING SANITARY SEWER
EXISTING WATER LINE
EXISTING GAS LINE
EXISTING OVERHEAD UTILITY LINE
EXISTING UNDERGROUND UTILITY LINE
EXISTING CONCRETE SIDEWALK
EXISTING CONCRETE CURB & GUTTER
EXISTING ASPHALT PAVEMENT
EXISTING CONCRETE PAVEMENT
EXISTING GRAVEL PAVEMENT
EXISTING BUILDING
EXISTING CHAIN LINK FENCE
EXISTING WOOD FENCE
EXISTING WROUGHT IRON FENCE
EXISTING BRICK WALL
EXISTING RETAINING WALL
EXISTING CONCRETE WALL
EXISTING CONCRETE STEPS
EXISTING RAMP
EXISTING HANDICAP RAMP
EXISTING HANDRAIL
EXISTING GUARDRAIL
EXISTING BOLLARD
EXISTING CONCRETE BARRIER
EXISTING CONCRETE CHANNEL
EXISTING CONCRETE DITCH
EXISTING CONCRETE SWALE
EXISTING CONCRETE APRON
EXISTING CONCRETE PAD
EXISTING CONCRETE SLAB
EXISTING CONCRETE FOOTING
EXISTING CONCRETE PIER
EXISTING CONCRETE BEAM
EXISTING CONCRETE COLUMN

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

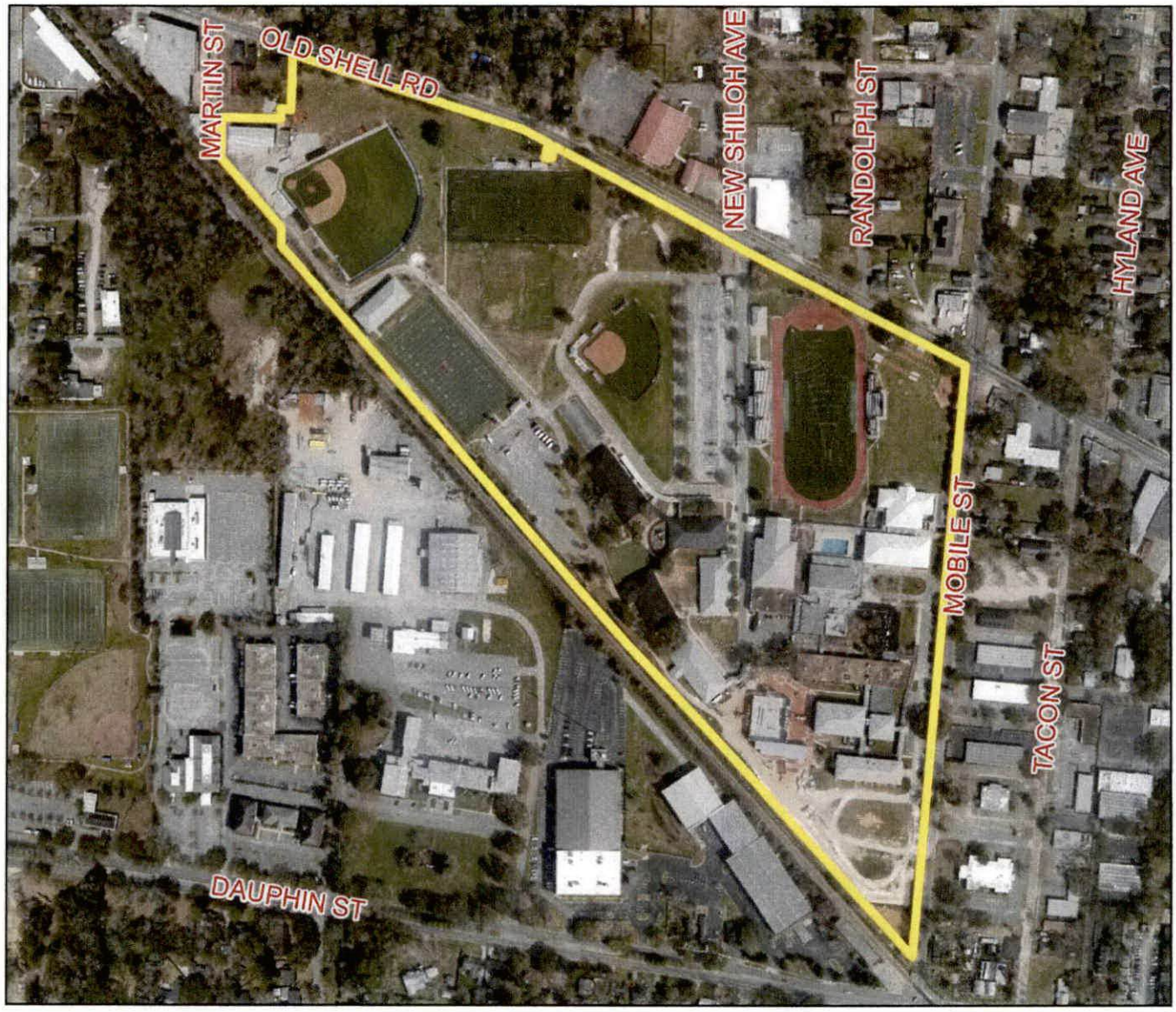
Proposal:
- Modification of a previously approved Planned Unit Development
- Modification of a previously approved Planning Approval

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).

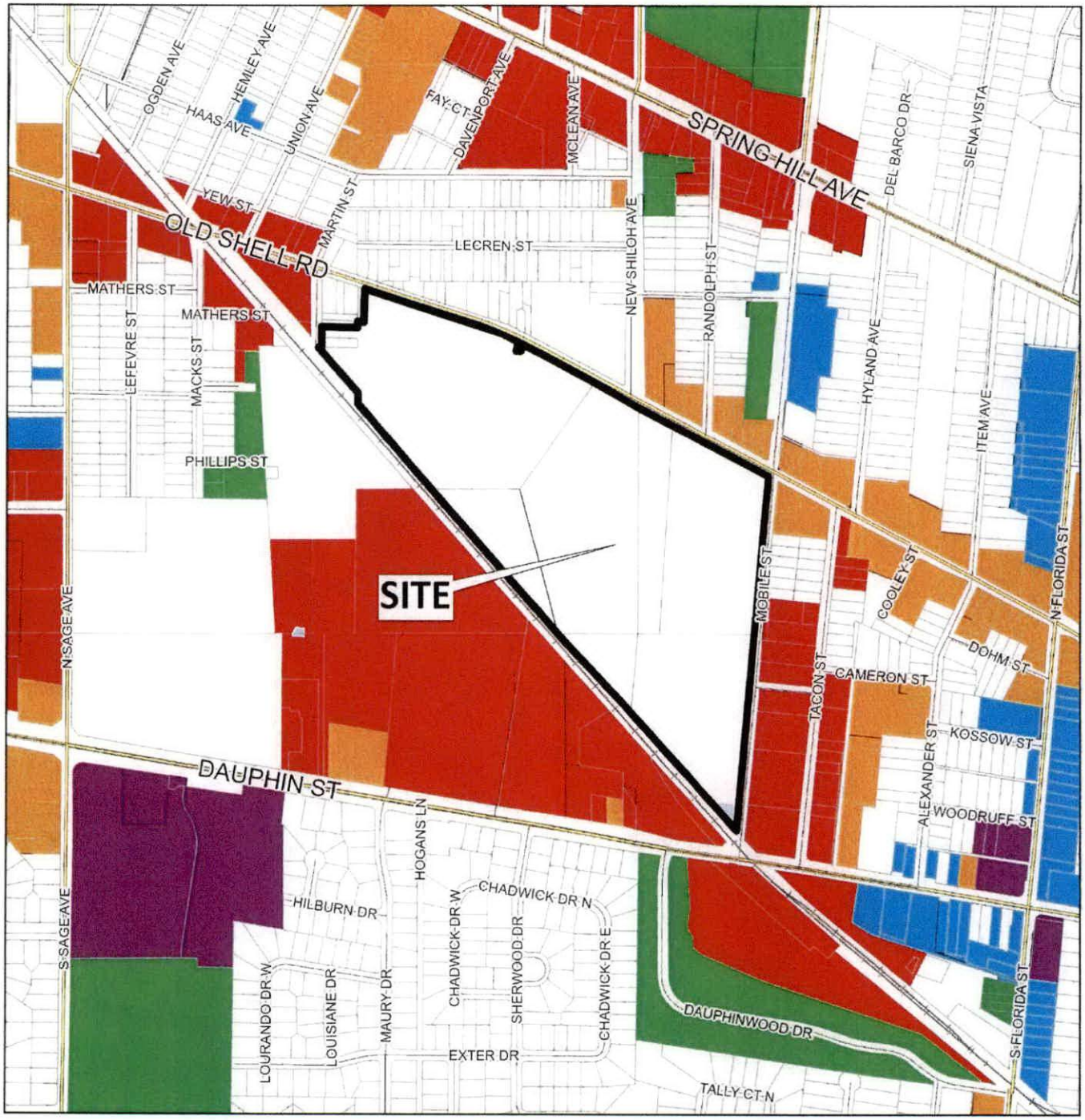
Considerations:

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

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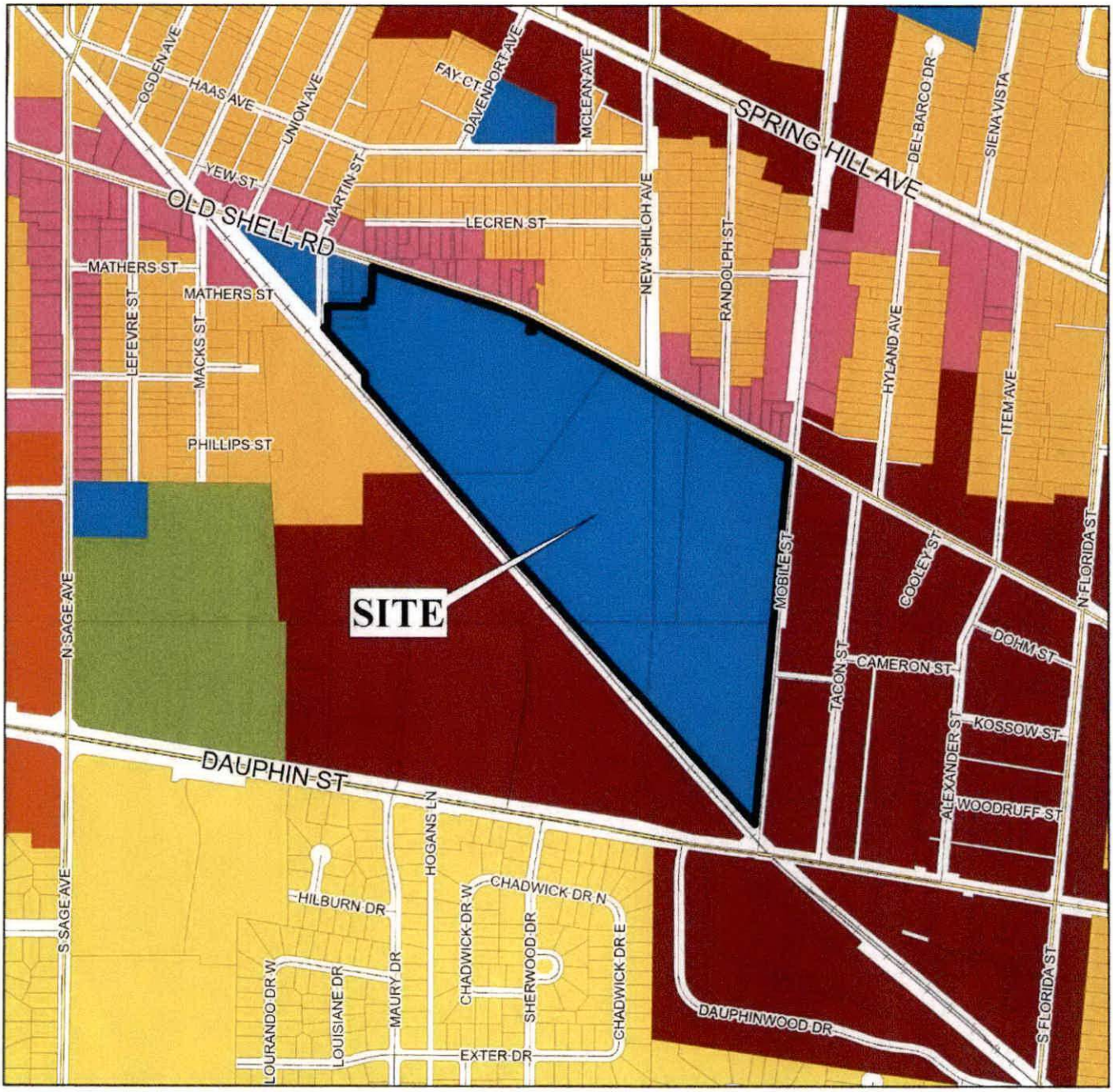
NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 13 DATE July 20, 2023

APPLICANT UMS-Wright

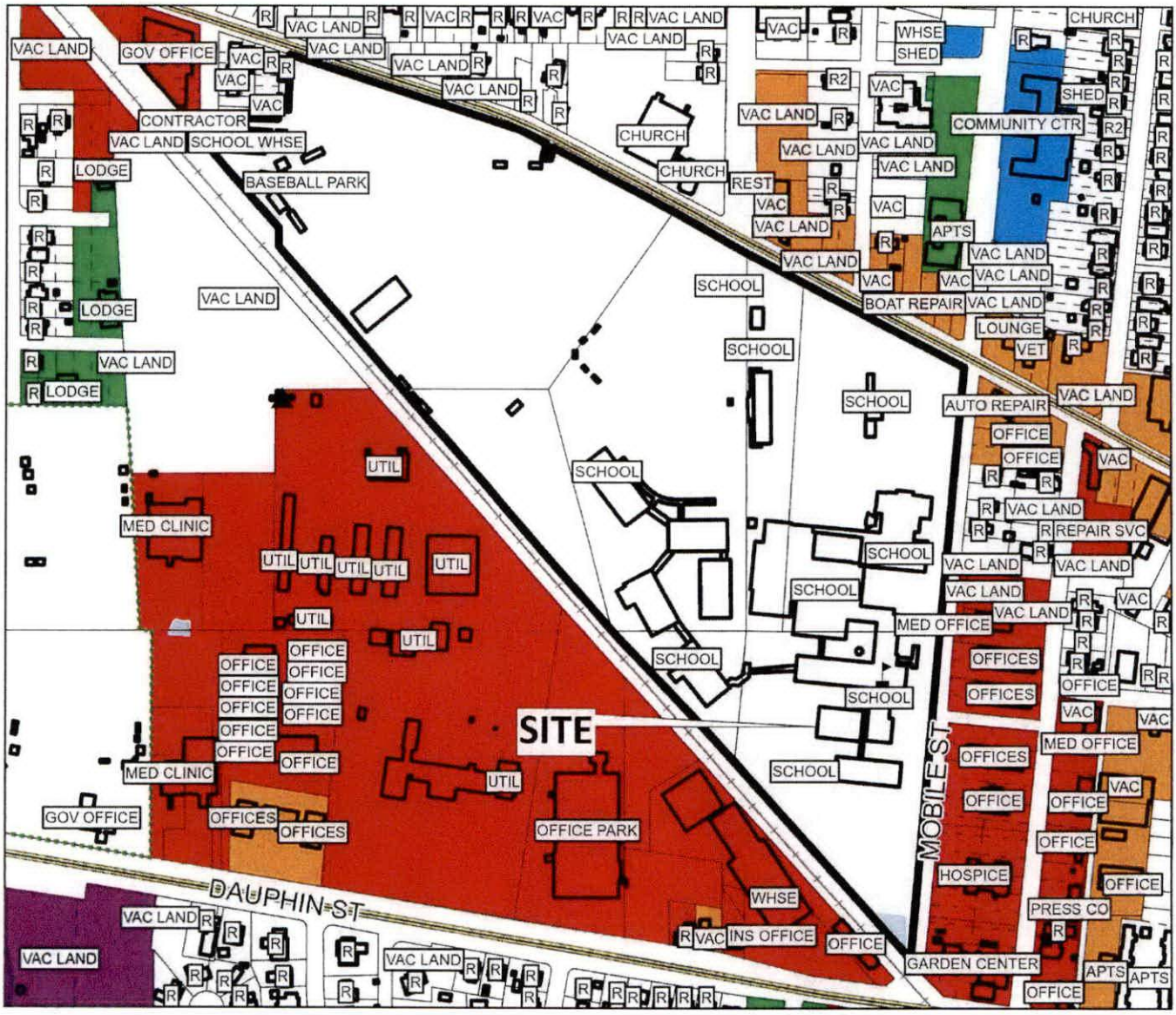
REQUEST PUD Modification, PA Modification

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

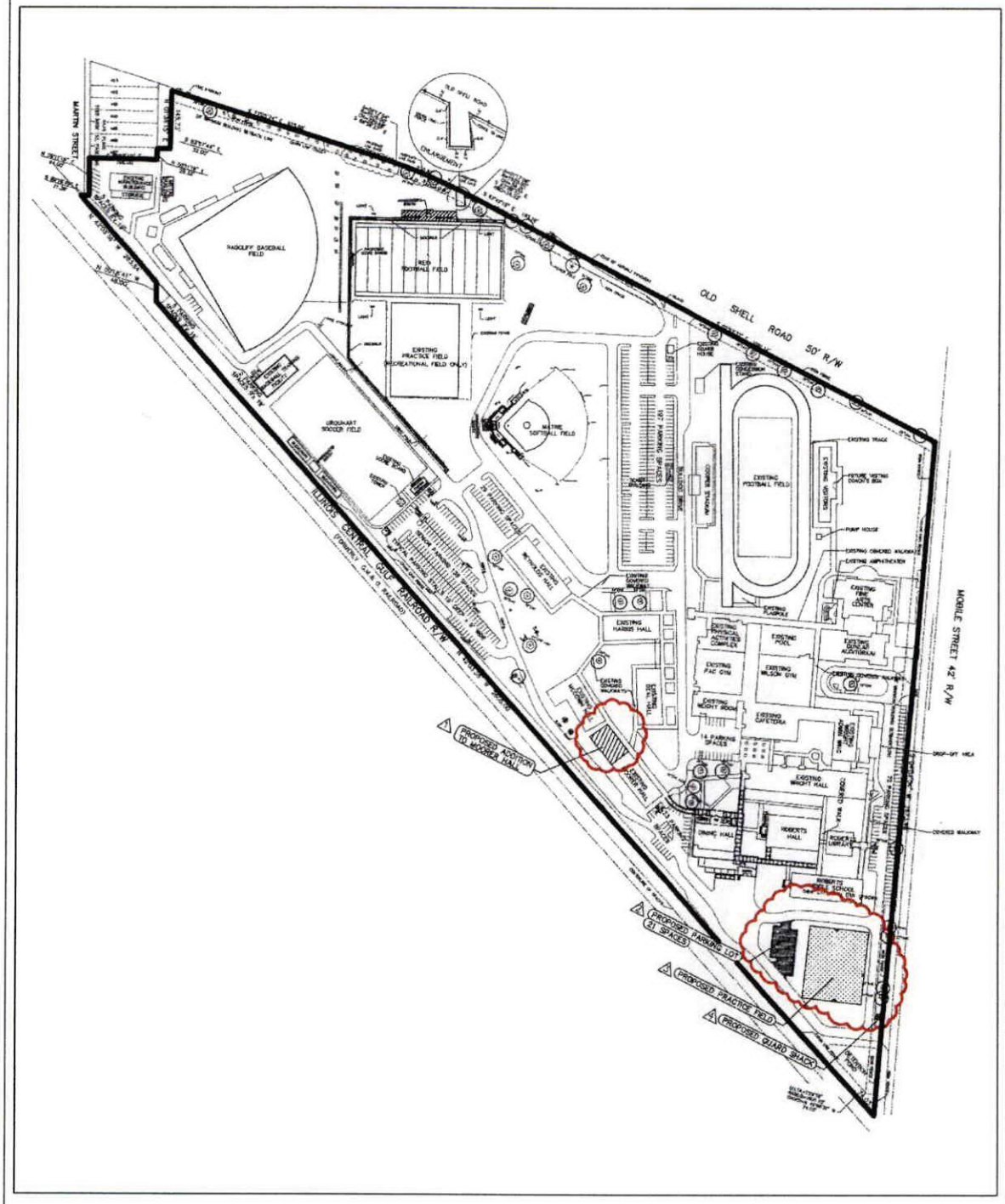
REQUEST PUD Modification, PA Modification

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:11/14/2023

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:11/14/2023

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

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

	Applicant	Agent (If Applicable)
Name:	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

08/08/2023
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.

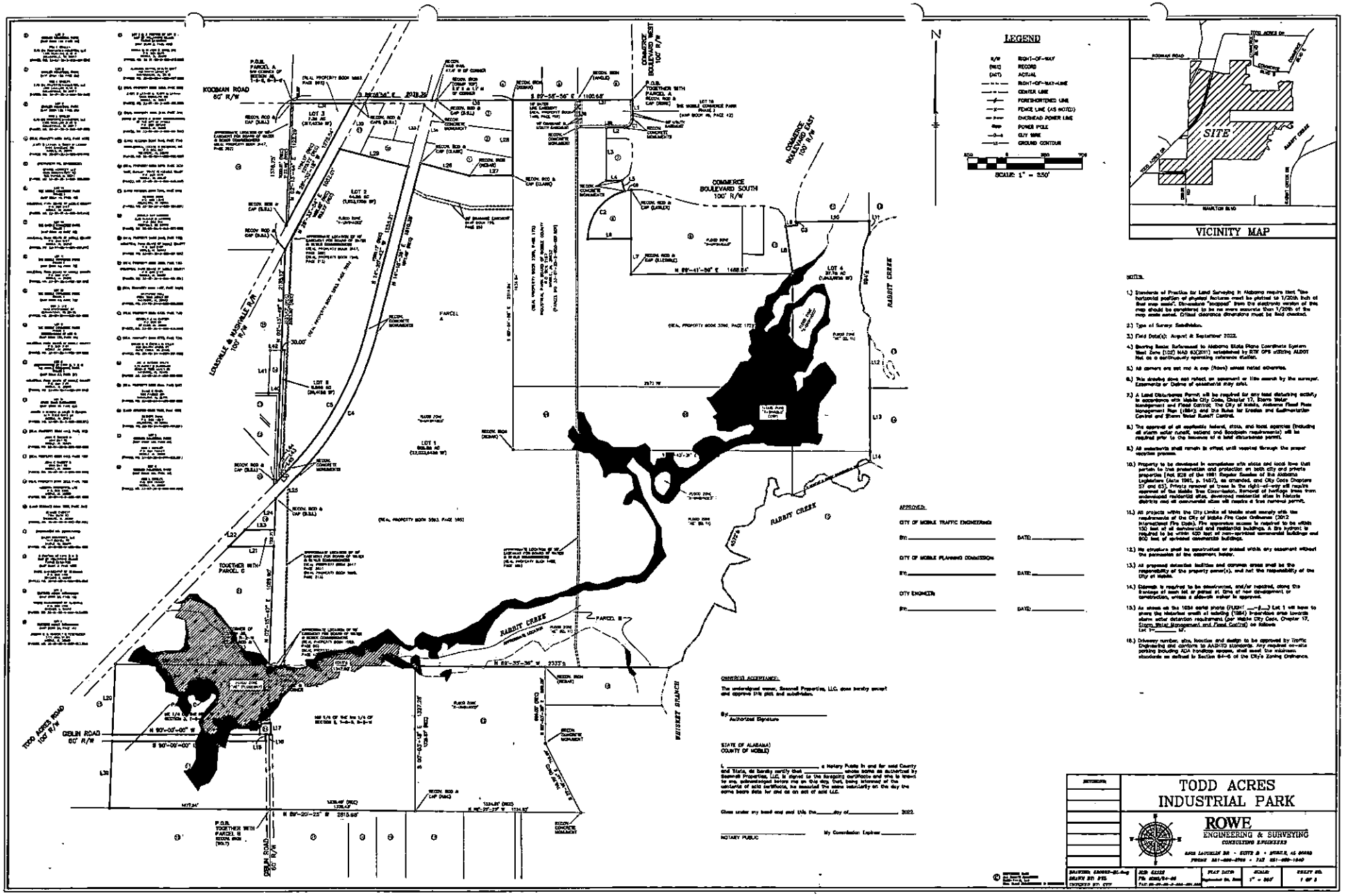
The classification of said property is hereby changed from **R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District**, and it shall hereafter be lawful to construct on such property 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.**

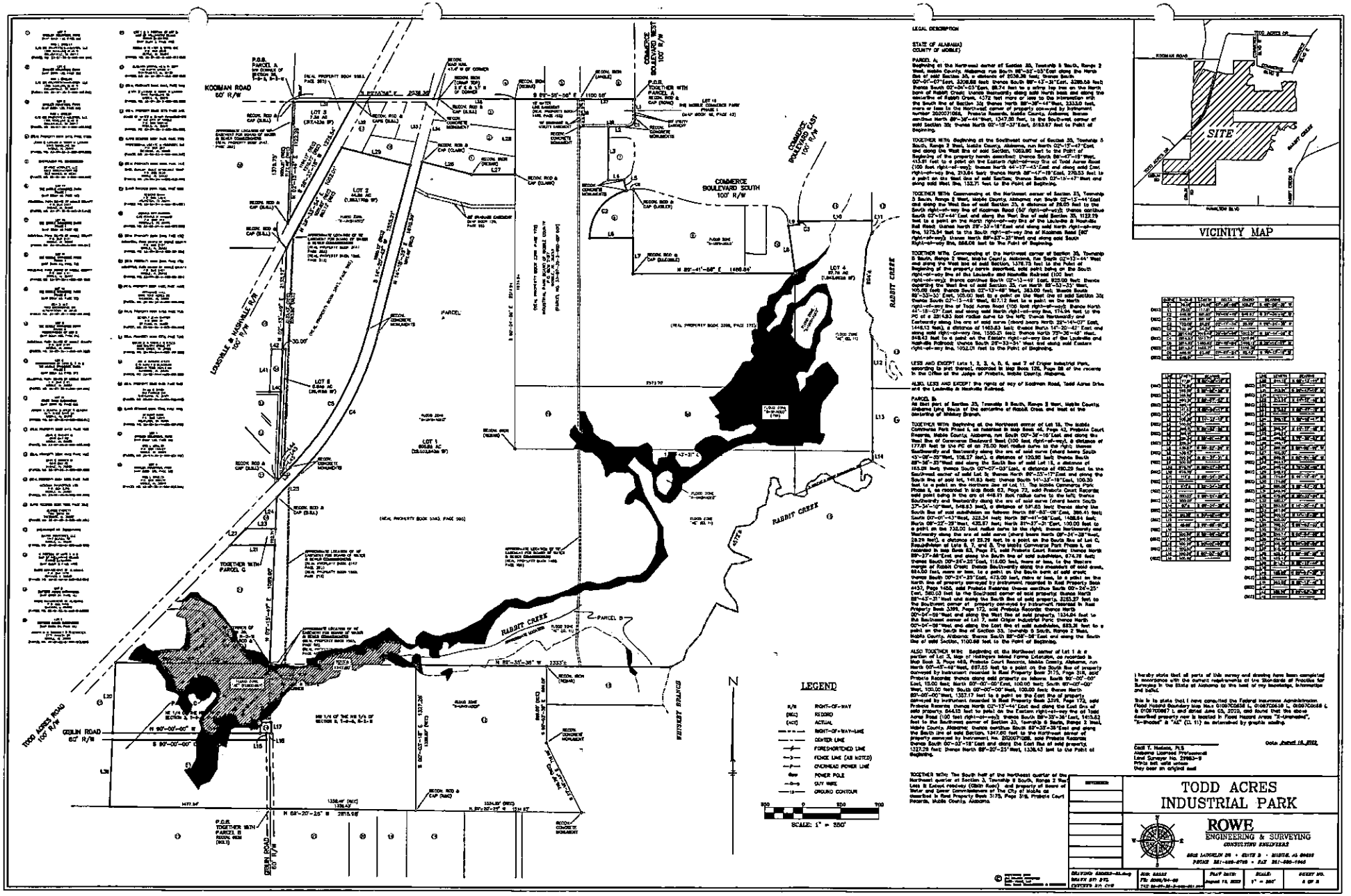
Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

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


LEGEND
SCALE: 1" = 150'
VICINITY MAP
SITE
KOOMAN ROAD
GIBLIN ROAD
TODD ACRES ROAD
COMMERCE BOULEVARD SOUTH
COMMERCE BOULEVARD EAST
LOUISVILLE & NASHVILLE R/R
RABBIT CREEK
WEIMERT BRANCH
LOT 1
LOT 2
LOT 3
LOT 4
PARCEL A
PARCEL B
PARCEL C
NOTES:
1.) Standards of Practice for Land Surveying in Alabama require that "the horizontal position of physical features need be plotted to 1/200th inch at final map scale". Dimensions "scaled" from the electronic version of this map should be considered to be no more accurate than 1/200th of the map scale noted. Critical clearance dimensions must be field checked.
2.) Type of Survey: Subdivision.
3.) Field Date(s): August & September 2022.
4.) Bearing Basis: Referenced to Alabama State Plane Coordinate System, West Zone (1302) NAD 83(2011) established by RTK GPS utilizing ALDOT Net as a continuously operating reference station.
5.) All corners are set iron pins (Rows) unless noted otherwise.
6.) This drawing does not reflect an easement or title search by the surveyor. Easements or Claims of easements may exist.
7.) A Land Disturbance Permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control. The City of Mobile, Alabama Flood Plain Management Plan (1984) and the Rules for Erosion and Sedimentation Control and Storm Water Runoff Control.
8.) 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.
9.) All watercourse shall remain in effect until vacated through the proper vacation process.
10.) Property to be developed in accordance 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. 1457), as amended, and City Code Chapters 57 and 63). 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.
11.) All projects within the City Limits of Mobile must comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150 feet of all detached and residential buildings. A fire hydrant is required to be within 400 feet of non-sprinkled commercial buildings and 600 feet of sprinkled commercial buildings.
12.) No structure shall be constructed or placed within any easement without the permission of the easement holder.
13.) All proposed detention facilities and common areas shall be the responsibility of the property owner(s), and not the responsibility of the City of Mobile.
14.) Sidewalk is required to be constructed, and/or repaired, along the frontage of each lot or parcel at time of new development or construction, unless a sidewalk waiver is approved.
15.) As shown on the 1984 aerial photo (FLIGHT ---/---) Lot 1 will have to divert the historical runoff of adjoining (1984) properties area towards storm water detention requirements (per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows:
Lot 1= ____ SF.
16.) 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.
APPROVED:
CITY OF MOBILE TRAFFIC ENGINEERING
CITY OF MOBILE PLANNING COMMISSION
CITY ENGINEER
OWNERS ACCEPTANCE:
The undersigned owner, Seawall Properties, LLC, does hereby accept and approve this plat and subdivision.
STATE OF ALABAMA)
COUNTY OF MOBILE)
TODD ACRES INDUSTRIAL PARK
ROWE
ENGINEERING & SURVEYING
CONSULTING ENGINEERS


KOOMAN ROAD
60' R/W
LOUISVILLE & NASHVILLE R/R
100' R/W
COMMERCE BOULEVARD WEST
100' R/W
COMMERCE BOULEVARD EAST
100' R/W
COMMERCE BOULEVARD SOUTH
100' R/W
TODD ACRES ROAD
100' R/W
GOLIN ROAD
60' R/W
RABBIT CREEK
WESTBAY BRANCH
LOT 1
605.84 AC
(26,638,846 SF)
LOT 2
24.36 AC
(1,061,162 SF)
LOT 3
2.34 AC
(101,930 SF)
LOT 4
67.74 AC
(2,951,114 SF)
LOT 5
2.34 AC
(101,936 SF)
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
N 89°-35'-36" W 2333.4'
N 89°-41'-08" E 1498.84'
N 89°-37'-18" E 1100.54'
N 89°-37'-18" E 1122.29'
N 89°-35'-36" E 1100.54'
N 89°-37'-18" E 1122.29

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
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ARLINGTON, TX 76094

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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

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MOBILE, AL 36652

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ARLINGTON, TX 76094

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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

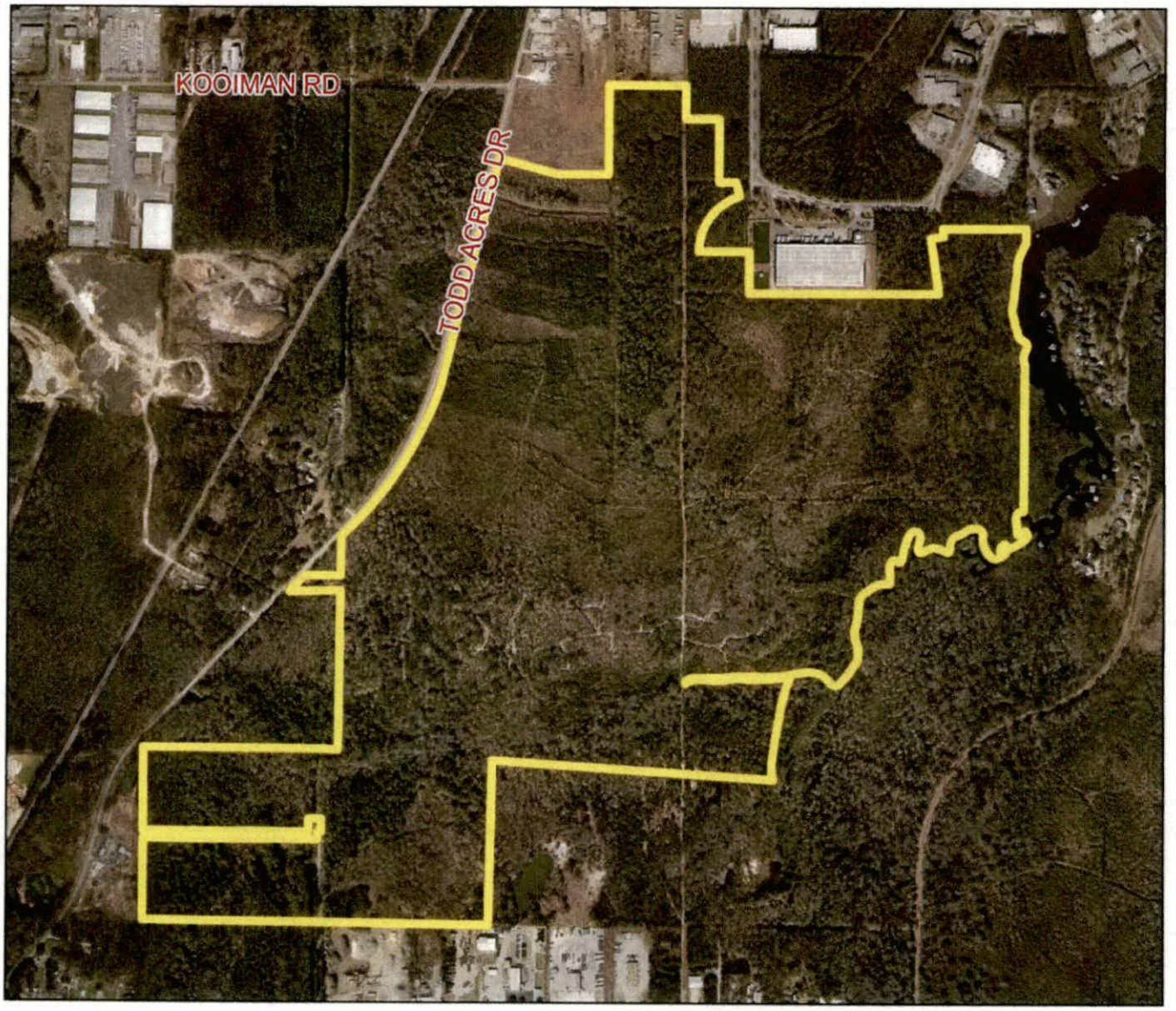
Proposal:
- Subdivision approval to create two (2) legal lots of record.
- Rezoning from B-5 and I-2 to B-5
  - Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought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

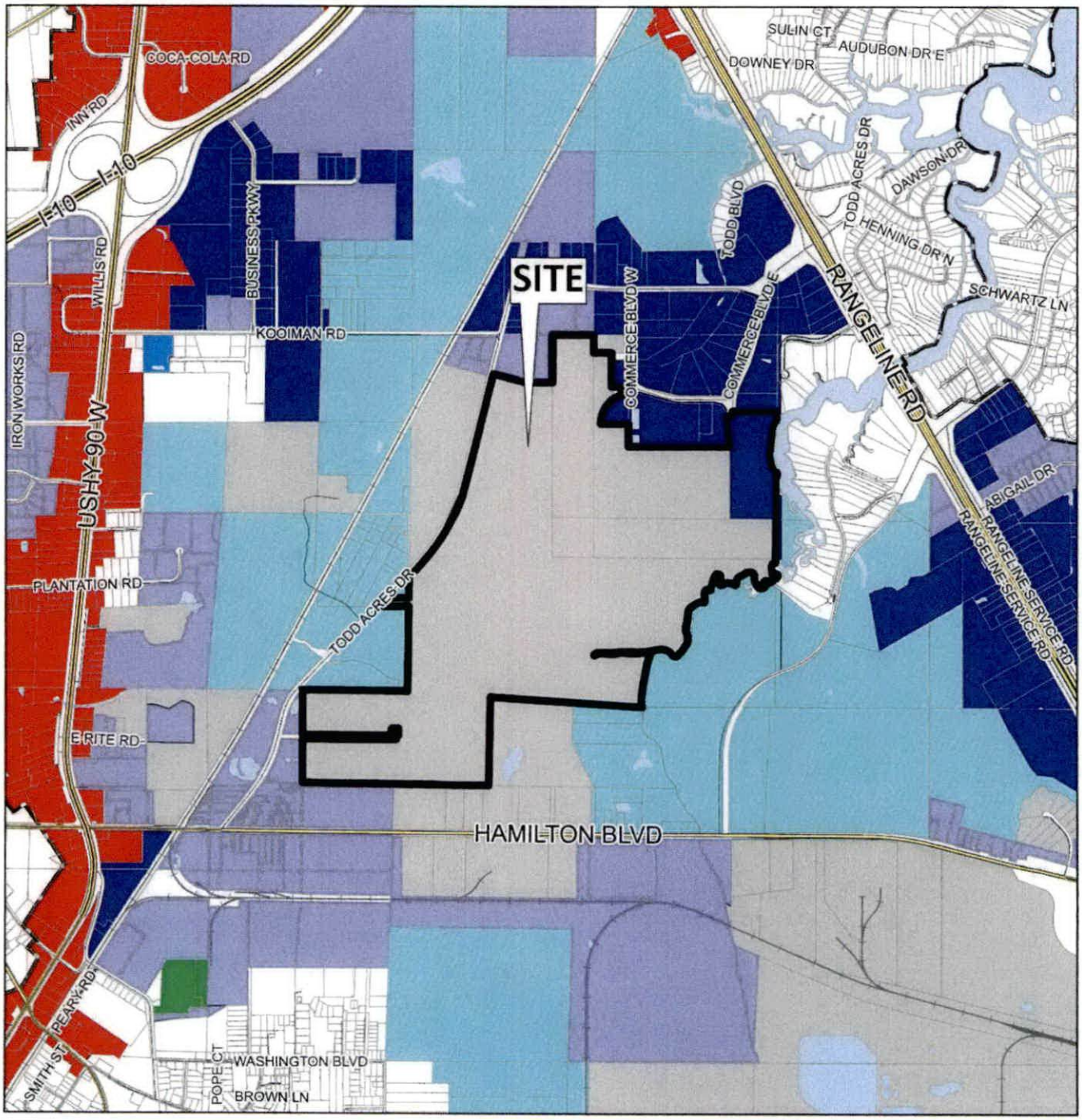
The applicant's responses to address the above criteria are available in the link on page one (1).

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

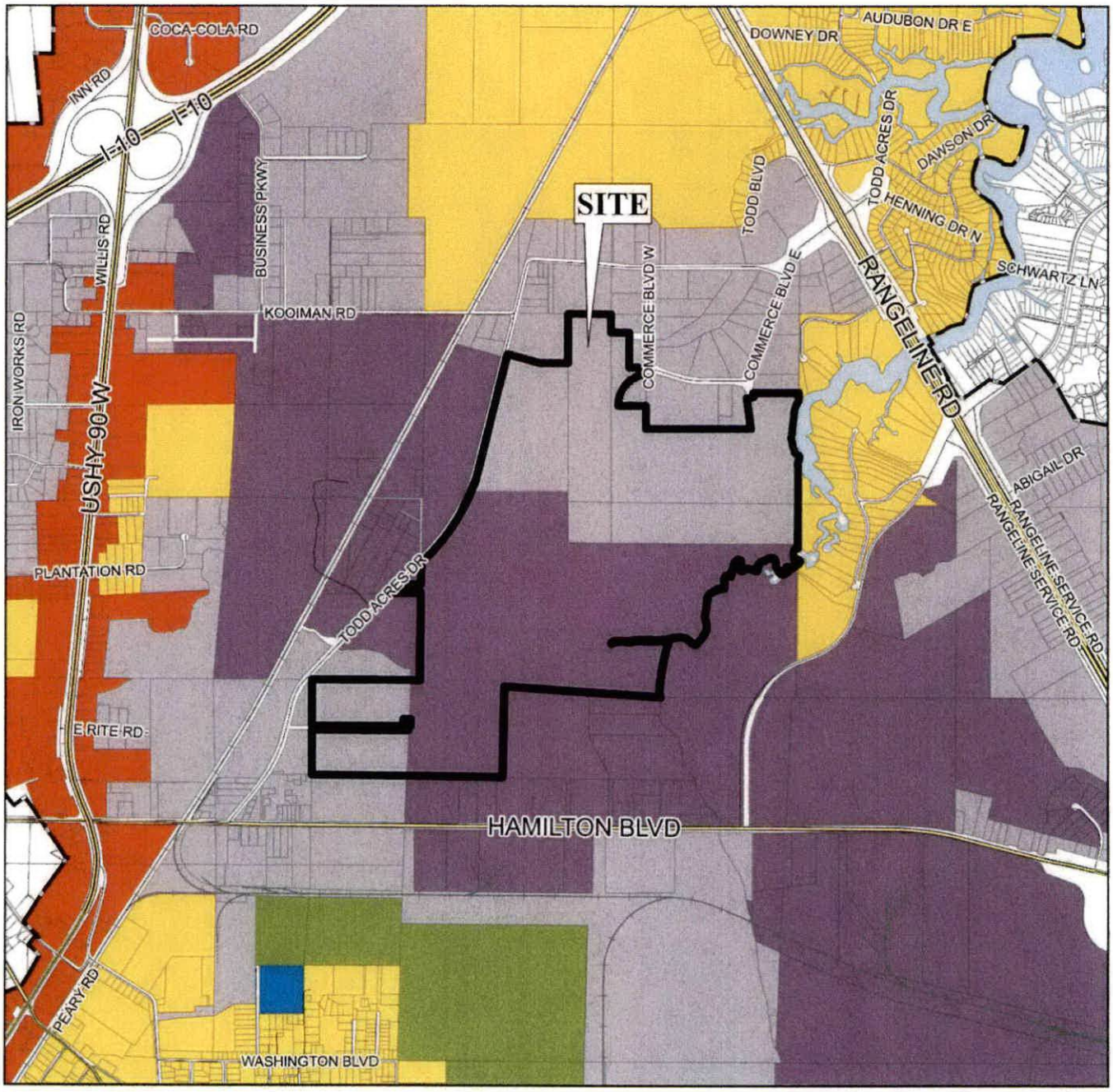
APPLICANT Todd Acres Industrial Park Subdivision, Re-subdivision

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

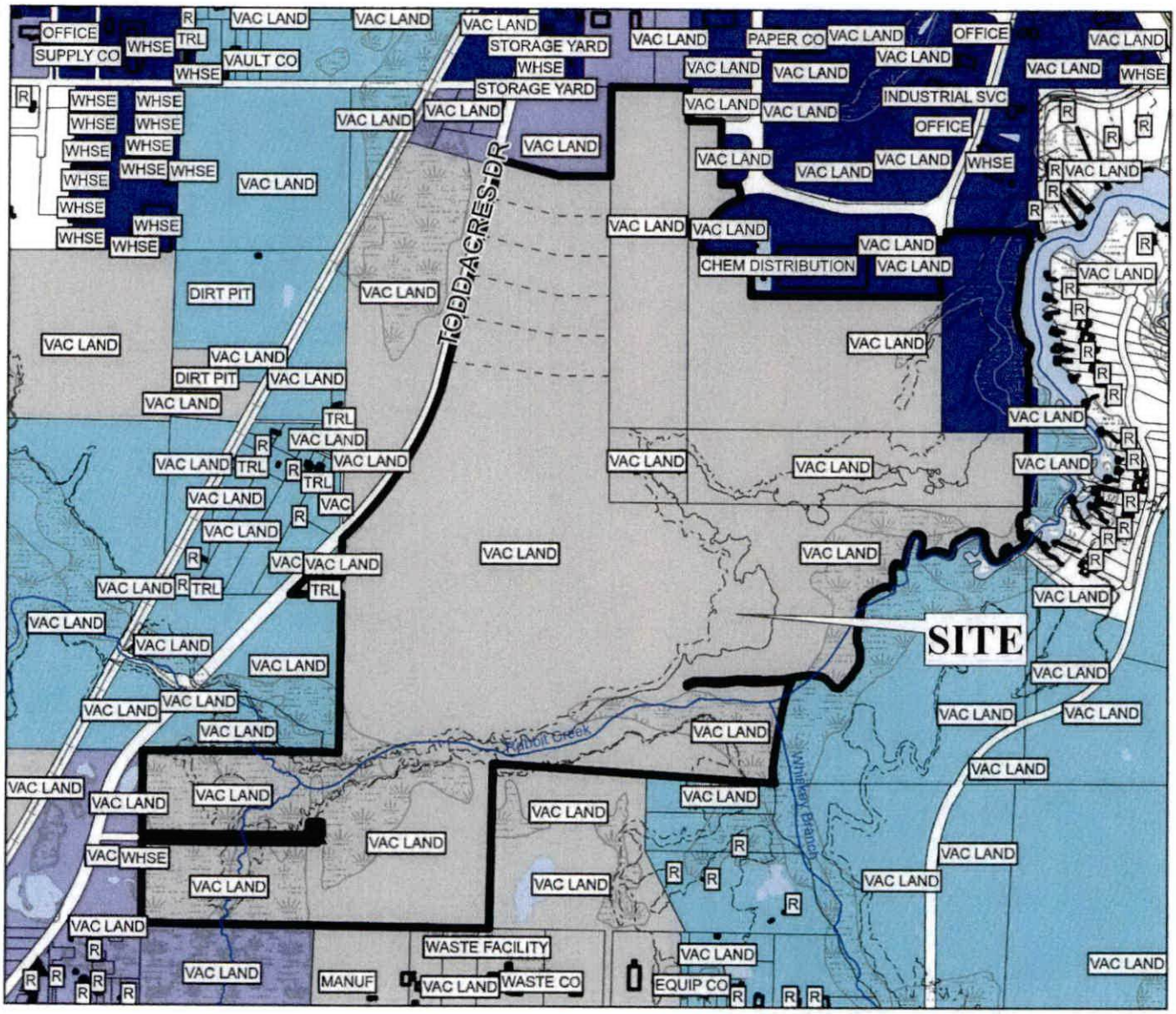
REQUEST Subdivision, Rezoning from B-5 and I-2 to B-5

Low Density Residential	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, industrial, and residential units.

APPLICATION NUMBER 3 DATE September 21, 2023

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

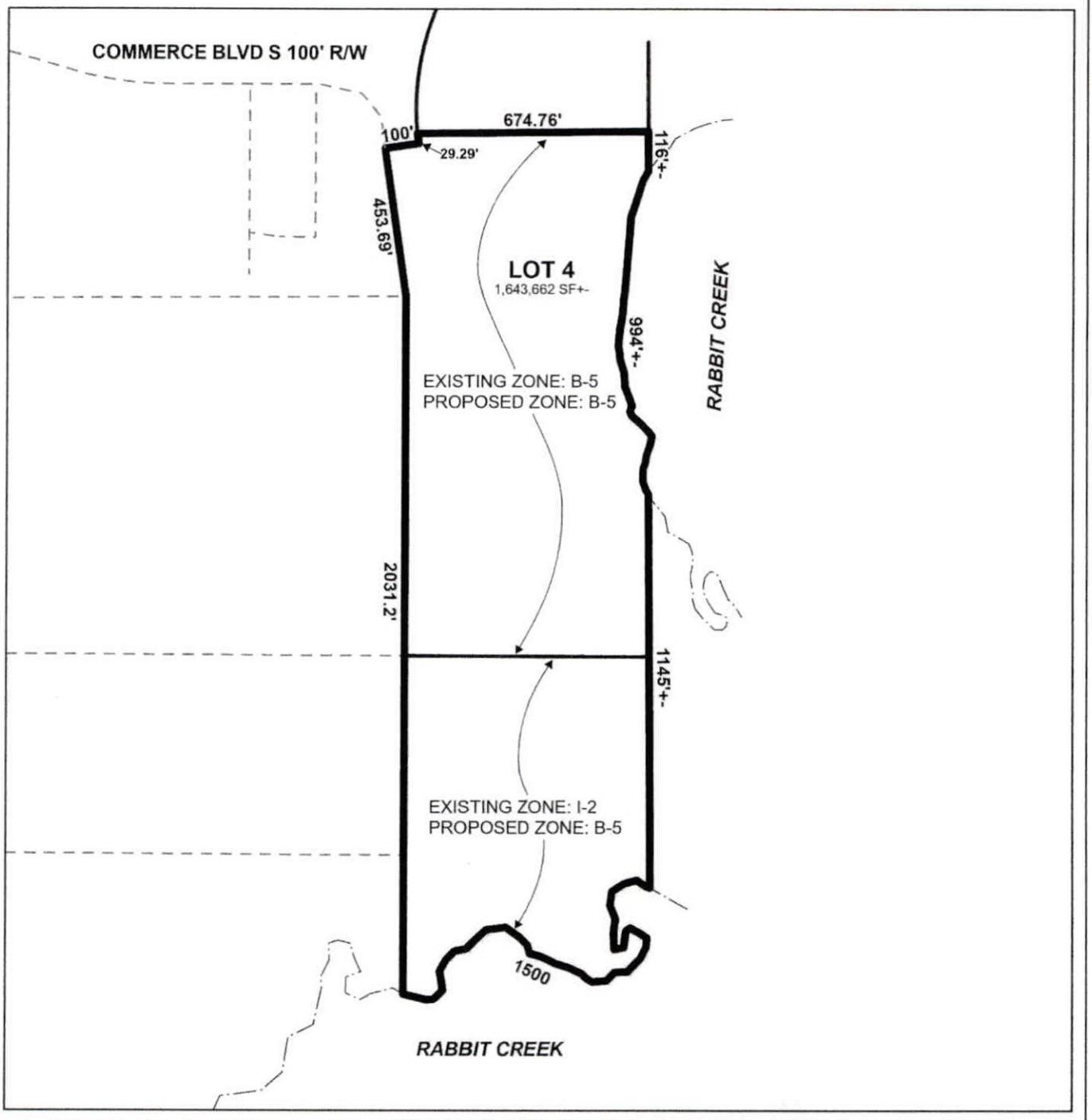
REQUEST Subdivision, Rezoning from B-5 and I-2 to B-5

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

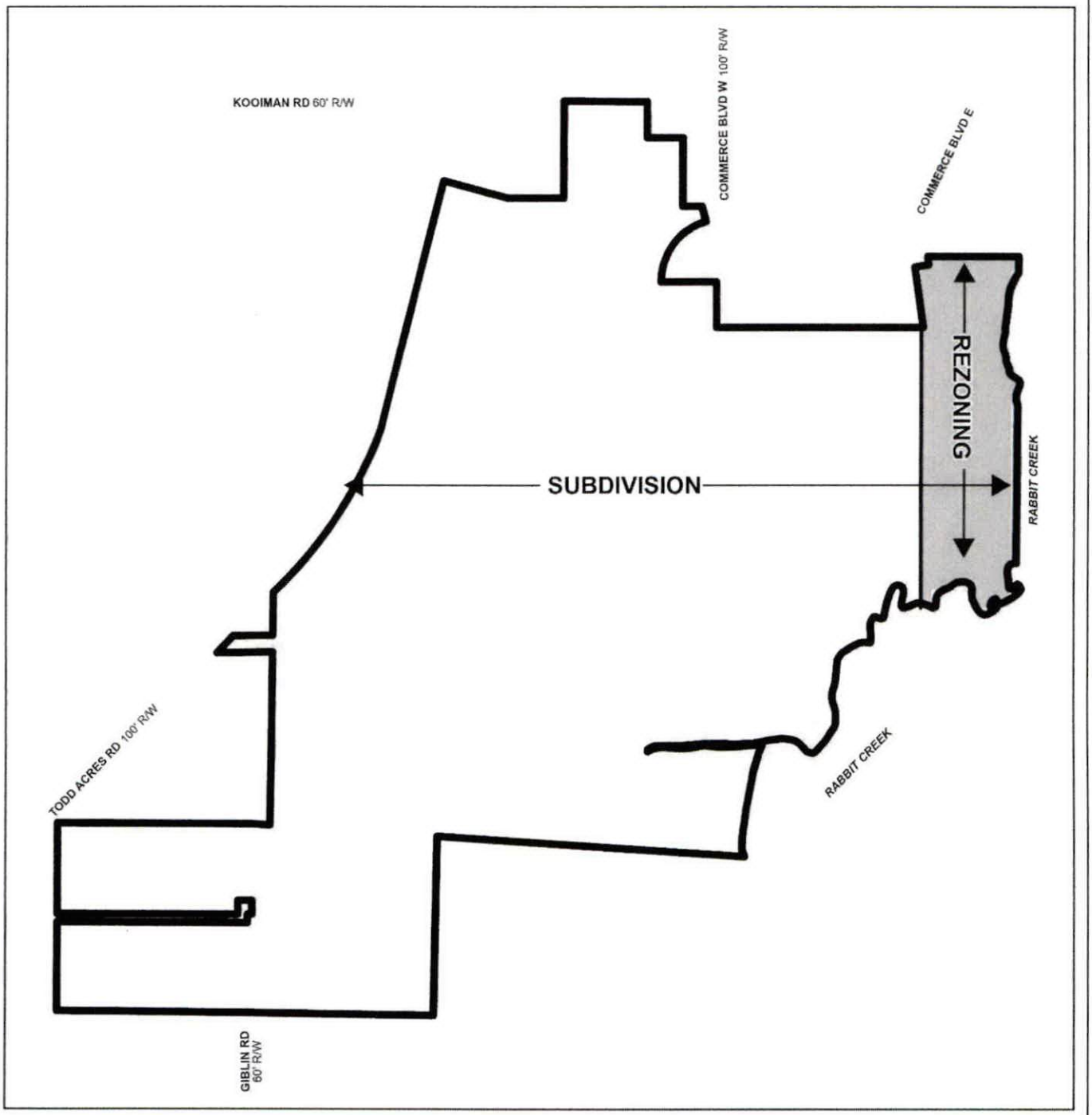
APPLICANT Todd Acres Industrial Park Subdivision, Re-subdivision

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	■				■		■					□	○	
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.

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:11/14/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	11/9/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/9/2023 - 1:03 PM

A RESOLUTION DETERMINING WHAT OBJECTIONS SHALL BE ALLOWED AND WHAT OBJECTIONS SHALL BE OVERRULED TO THE REMOVAL OF NOXIOUS OR DANGEROUS WEEDS ON OR IN FRONT OF CERTAIN PARCELS OF LAND.

WHEREAS, notice has been duly given and posted at least five days prior to the date of this resolution in the manner provided by law offering full opportunity to all interested parties to object to the removal of noxious or dangerous weeds on the hereinafter described parcels of land, and the City Council of Mobile having held such public hearing in connection with the notices given and no objections having been filed or made by any of the interested parties; and

WHEREAS, Parcels Nos. 1 through **21** described in the resolution adopted on the **10th** day of **October 2023**, have not been cleared of noxious and dangerous weeds and continue to be public nuisances.

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

SECTION 1. It is hereby ascertained and determined that the dangerous and noxious weeds growing on the hereinafter described parcels of real property are public nuisances, and it is hereby ordered and directed that the employees of the City of Mobile assigned to that work promptly remove the weeds on such parcels of property:

PARCELS OR PIECES OF PROPERTY ON WHICH NOXIOUS OR DANGEROUS WEEDS ARE TO BE REMOVED:

Parcels of real property located in the City of Mobile and more particularly described as Parcels Nos. 1 through **21**, as described in the resolution adopted on the **10th** day of **October, 2023**, and entitled: "A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES."

(Lot Cleaning Liens, Group No.**1648** on file in the office of the City Clerk).

SECTION 2. The employees of the City of Mobile assigned to the work required by this resolution are hereby expressly authorized to enter upon such described pieces of property for the purpose of removing the weeds authorized by this resolution to be removed. The owner of any of the above described pieces of property shall have the right to remove the weeds ordered by this resolution to be removed from this property provided such removal is done prior to the arrival of the employees of the City of Mobile against his property by reason of any action taken hereunder. An accurate account of the costs with respect to each piece of property shall be kept by the employees of the City of Mobile covering the costs of removing such weeds in front of or in front of or on each separate lot or parcel of land where the work is done by the City of Mobile or its employees, and promptly thereafter an itemized report in writing shall be made to the City Council showing such costs with respect to each separate lot or parcel of land but before the report is submitted to the City Council a copy of the itemized costs with respect to each such lot or parcel of land shall be posted for at least three days prior to such report on the door of the Council Chamber at the City Hall of Mobile, Alabama, together with a notice of the time when the report will be submitted to the City Council for confirmation.

Adopted:

_____

City Clerk

58-1110 **2023**

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

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

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

SECTION 1: It has been determined by the City Council of Mobile that the weeds growing on the privately owned lots or parcels of land described in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part thereof as though set forth in full, known as **Group #1648** under the caption "NOXIOUS OR DANGEROUS WEEDS GROWING ON PROPERTY," are noxious and dangerous, and such weeds are hereby declared to be public nuisances. The properties upon which such weeds are growing are all located within the corporate limits of the City of Mobile, about the streets referred to in the description which are more particularly described in said Exhibit "A."

SECTION 2: The weeds growing on or in front of the above-described parcels of property shall be abated by the removal of such noxious or dangerous weeds or they will be removed and the nuisances abated by the City of Mobile, in which case the cost of such removal will be assessed against the respective parcels of lands from which such weeds are removed, and such cost will constitute a lien upon such respective parcels of land until paid. A public meeting is hereby called to be held in the Auditorium of the Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on the **14th day of November 2023**, at ten thirty a.m., for the purpose of hearing any objections to the declarations contained in this resolution and to the proposed removal of such weeds, at which time all objections will be heard and given due consideration by the City Council of Mobile; and it is directed that there shall be conspicuously posted in front of each parcel of property, a notice headed "NOTICE TO DESTROY WEEDS," such heading to be in words not less than one inch in height and substantially in the form set out in such Act No. 329, approved April 29, 1988.

Adopted: OCT 10 2023

City Clerk

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **October 5, 2023**

SUBJECT: WEED LIEN GROUP **1648**

Attached, please find Assessment Lists for Weed Lien Group Number **1648** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017 the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION): 10/10/2023

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 11/14/2023

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

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

NUISANCE PHOTOS (DATED): 10/12/2023

LEGAL NOTICE DUE TO LAGNIAPPE: 10/26/2023

LEGAL NOTICE ADS: 11/1/2023-11/8/2023

POSTING DATE: 11/7/2023

Copy to: Marchetta Taite

	WEED LIEN	
	1648	Res. No.
10/10/2023	LOTS TO BE DECLARED	58-
11/14/2023	LOTS FOR PUBLIC HEARING	58-
//2023	LOTS TO BE ASSESSED FOR COST	58-

		OLD SRO		Amount	Dis	N/A
No.	Address	CASE #	CASE #	Assessed		CBO
1	155 Esplanade Ave	24973	30319		5	
2	1364 Glenn St	27603	30320		3	
3	1160 Seneca St	31819	30321		3	
4	2016 Tucker St	28217	30322		1	
5	2014 Tucker St	28216	30323		1	
6	2709 Greenback Dr	28188	30325		1	
7	1506 Diamond Dr	29059	30327		1	
8	500 Avondale Ct	28012	30328		2	
9	1860 Toulmin Ave	27561	30331		1	
10	654 Fisher St	27908	30332		1	
11	2757 Pages Lane	28401	30333		1	
12	809 Dr Thomas Ave N	27478	30334		2	
13	721 Dr Thomas Ave N	27476	30335		2	
14	4110 Seabreeze Rd N	29112	30336		5	
15	614 Mohawk St	29116	30337		5	
16	0 Richardson St	28222	30338		2	
	Parcel No. (22 08 44 0 019 194.001)					
17	658 Cherokee St	29048	30339		2	
18	2404 King St	28123	30340		1	
19	2410 King St	28124	30343		1	
20	1052 Brussells St	31812	30344		2	
21	912 S Warren St	27979	30345		3	
				$ -		

District total for this group								
1	9							
2	6							
3	3							
4	0							
5	3							
6	0							
7	0							
	21				0			
*ADD Added in from other Groups								
*CBO Cut By Owner								
*N/A Taken out by Inspector								

10/5/23

Marchetta Dute 10-5-2023

AGENDA ITEM SUMMARY SHEET

Agenda of:11/14/2023

Submitted by:

Gary Jackson, Municipal Enforcement Deputy Director

Sponsored by:

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

Purpose and Scope of Project:

Assess Cost for Weed Lien Group 1644

Effective Date of Contract:

11/15/2023

Funding Source

Project # Weed Lien Group 1644 **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Assess Cost for Weed Lien Group 1644	Backup Material	11/9/2023
resolution	Cover Memo	11/9/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal			11/9/2023 -

Enforcement Gauthier, Lana	Approved	12:57 PM

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

M E M O R A N D U M

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **November 7, 2023**

SUBJECT: **Weed Lien Group 1644 Invoices for Council Agenda**

Attached, please find invoices for completed Weed Lien Group Number(s) **1644.** Please place these on the City Council's Agenda for **Wednesday, November 15, 2023**

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

sd

Copy to: Marchetta Taite

	WEED LIEN	
	1644	Res. No.
8/1/2023	LOTS TO BE DECLARED	58-814
9/5/2023	LOTS FOR PUBLIC HEARING	58-977
11/15/2023	LOTS TO BE ASSESSED FOR COST	58-

		OLD SRO		Amount	Dis	N/A
No.	Address	CASE #	CASE #	Assessed		CBO
1	2668 Murrell Lane	25930	27238	$ 501.50	1	
2	563 Sunnyvale Ct	31651	27240	$ 50.00	5	CBO
3	7103 10th St	25755	27241	$ 350.00	7	
4	5377 Moffett Road	32096	27245	$ 50.00	7	CBO
5	97 Center Dr	25200	27246	$ 50.00	6	CBO
6	1163 Amsterdam St	21844	27247	$ 50.00	2	CBO
7	1324 Congress St	30483	27248	$ 385.00	2	
8	1211 Rotterdam St	25463	27249	$ 715.00	2	
9	2427 Creek Cir Dr N	32168	27250	$ -	1	CBD
10	2651 Faure Dr S	32198	27252	$ 250.16	4	
11	402 St Charles Ave	25614	27253	$ 175.00	2	
12	400 St Charles Ave	30374	27254	$ 175.00	2	
13	474 McCarley St	32203	27255	$ 595.00	1	
14	315 Burton Ave	26057	27256	$ -	1	CBD
15	272 St Charles Ave	25594	27257	$ 646.00	2	
16	2672 Hayles St	25942	27258	$ 50.00	1	CBO
17	2672 Murrell Lane	25928	27260	$ 268.85	1	
18	2006 Stockton Dr	25458	27262	$ 224.00	3	
19	1571 Plover St	25470	27263	$ 248.00	2	
20	1154 Arlington St	21815	27265	$ 50.00	3	CBO
21	461 Creek Cir Dr W	24819	27266	$ 323.49	1	
22	2660 Murrell Lane	25932	27267	$ 396.50	1	
				$ 5,553.50		

District total for this group	
1	8
2	7
3	2
4	1
5	1
6	1
7	2
	22

5
6
1
1
0
0
1
14

*ADD Added in from other Groups

*CBO Cut By Owner

*N/A Taken out by Inspector

11/7/23

Marchetta Davis 11-7-23

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 7, 2023

Lot Owner: **SMITH STEPHEN**

Address: **1905 SAINT MONICA DR**

City, State, Zip: **MOBILE, AL 36605**

Group Number: **1644** Item # **1**

Lot Description: **LOT 4 SUB LOTS 7 & 8 SQ 8 MURRELL TRT DBK 102 P 26 #SEC 23 T4S R1W #MP29 07 23 0 002 (29 07 23 0 002 091.XXX) 2668 MURRELL LN**

Nuisance Date: 8/1/2023 Posting Date: 8/29/2023 Hearing Date: 9/5/2023

Date lot was cut: 11/1/2023 Contractor: AA&A Demolition

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		18,600	$	0.0125	$	**232.50**
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		3	$	5.00	$	**15.00**
Debris Removal	Cubic Yard	30	$	7.00	$	**210.00**
		Total Project Cost:			$	**507.50**

Sheila Edwards
SECRETARY

Marchetta Scott
INSPECTOR

Gary Forbes
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 7, 2023

Lot Owner: **DYESS JAMES ANDREW**

C/O REBECCA F BRITTON

Address: **1509 KNOB HILL DR**

City, State, Zip: **MOBILE, AL 36693**

Group Number: **1644** Item # **2**

Lot Description: **LOT 14 BLK A BERKSHIRE HILLS PART A MBK 6 PG 595 #SEC 35 T4S R2W #MP28 07 35 2 001 (28 07 35 2 001 037.XXX) 563 SUNNYVALE CT**

Nuisance Date: 8/1/2023 Posting Date: 8/29/2023 Hearing Date: 9/5/2023

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate	10,529	0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Sheria Edwards
SECRETARY

Manchetta Smith
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
November 7, 2023

Lot Owner: **DAILEY CLEVELAND, NOLA, GLADYS,**
MARY L DAILEY & ALBERTA RANKINS
C/O LILLIE ALBERTA DAVISON

Address: **P. O. BOX 338**

City, State, Zip: **FRISCO CITY, AL 36445**

Group Number: **1644** Item # **3**

Lot Description: **LOTS 35 & 36 BLK 20 MOBILE TERRANCE S/D DBK 156 P 540- 559 #SEC 18 T5S R2W #MP28 04 18 1 003 (28 04 18 1 003 044.XXX) 7103 10TH ST**

Nuisance Date: 8/1/2023 Posting Date: 8/29/2023 Hearing Date: 9/5/2023

Date lot was cut: 11/1/2023 Contractor: AA&A Demolition

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,000	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	25	$	7.00	$	**175.00**
		Total Project Cost:			$	**350.00**

Sheila Dean
SECRETARY

Machelle Scott
INSPECTOR

Gary Tucker
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 7, 2023

Lot Owner: **SILVERSTONE ENTERPRISES LLC**

Address: **5920 GRELOT RD STE HC**

City, State, Zip: **MOBILE, AL 36609**

Group Number: **1644** Item # **5**

Lot Description: **LOT 4 ALDAY SUB MBK 17 P 21 #SEC 21 T4S R2W #MP28 05 21 1 000 (28 05 21 1 000 013.XXX) 97 CENTER DR**

Nuisance Date: 8/1/2023 Posting Date: 8/29/2023 Hearing Date: 9/5/2023

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate	19,028	0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelia E Dean
SECRETARY

Marchette Jones
INSPECTOR

Mary Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
November 7, 2023

Lot Owner: **MORRIS GEORGE A**

Address: **1854 LACEY ST**

City, State, Zip: **MOBILE, AL 36617-2825**

Group Number: **1644** Item # **6**

Lot Description: **LOT 12 BLK 16 TOULMIN TRT DBK 112 P 175 & TRT BEG SW COR LOT 12 TH W ALG SLIGO ST 32 FT(S) TO E/L AMSTERDAM ST TH N ALG ST 136 FT E 32 FT(S) S 136 FT TO POB #SEC 28 T4S R1W #MP29 10 28 4 002 (29 10 28 4 002 045.XXX) 1163 AMSTERDAM ST**

Nuisance Date: 8/1/2023 Posting Date: 8/29/2023 Hearing Date: 9/5/2023

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	7,616	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 7, 2023

Lot Owner: **BLUNT DAVID L**

Address: **2718 WEST NOTTINGHAM DR**

City, State, Zip: **MOBILE, AL 36605**

Group Number: **1644** Item # **7**

Lot Description: **THAT CERTAIN LOT OF LAND BDED BY LINE DESC AS FOLL COMG AT N/S OF CONGRESS ST AT SW COR OF LOT 17 BLK 29 CAMPGROUND TRT DBK 85 P 47 TH NLY ALG W/L OF SAID LOT 17 DIS OF 100 FT TO NW COR OF SAID LOT TH ELY ALG N/L OF SAID LOT A DIS OF 44 FT TO PT TH SLY IN STGT LINE TO N/L OF CONGRESS ST AT PT DIS OF 28 FT E OF POB TH WLY ALG N/L OF CONGRESS ST DIS OF 28 FT TO POB BEING PT LOT 17 BLK 29 CAMPGROUND TRT DBK 85 P 47 #SEC 40 T4S R1W #MP29 06 40 0 007 (29 06 40 0 007 129.XXX) 1324 CONGRESS ST**

Nuisance Date: 8/1/2023 Posting Date: 8/29/2023 Hearing Date: 9/5/2023

Date lot was cut: 11/1/2023 Contractor: AA&A Demolition

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	3,216	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	30	$	7.00	$	210.00
		Total Project Cost:			$	385.00

Shelia Elbon
SECRETARY

Marguerite Davis
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
November 7, 2023

Lot Owner: **OVERTON FRED**

Address: **468 LUCY ST**

City, State, Zip: **AKRON, OH 44306**

Group Number: **1644** Item # **8**

Lot Description: **THE N 50 FT OF LOTS 10, 11 & 12 BLK 18 TOULMIN TRT DBK 112/175 #SEC 28 T4S R1W #MP29 10 28 4 002 (29 10 28 4 002 064.XXX) 1211 ROTTERDAM ST**

Nuisance Date: 8/1/2023 Posting Date: 8/29/2023 Hearing Date: 9/5/2023

Date lot was cut: 11/1/2023 Contractor: AA&A Demolition

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	8,400	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		5	$	3.00	$	**15.00**
Debris Removal	Cubic Yard	75	$	7.00	$	**525.00**
		Total Project Cost:			$	**715.00**

Shelia Elson
SECRETARY

Marchetta Inst
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
November 7, 2023

Lot Owner: **KRAMER CARL H**

Address: **2651 S FAURE DR**

City, State, Zip: **MOBILE, AL 36605**

Group Number: **1644** Item # **10**

Lot Description: **LOT 208 GULF MANOR 2ND ADD MBK 9 P 121 #SEC 36 T5S R1W #MP32 03 36 0 003 (32 03 36 0 003 017.XXX) 2651 S FAURE DR**

Nuisance Date: 8/1/2023 Posting Date: 8/29/2023 Hearing Date: 9/5/2023

Date lot was cut: 11/1/2023 Contractor: AA&A Demolition

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		16,013	$	0.0125	$	**200.16**
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**250.16**

Sheila E. Dean
SECRETARY

Marchetta Tate
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 7, 2023

Lot Owner: **MCKINLEY AMELIA**

C/O GWENDOLYN NETTLES

Address: **8404 S OGLESBY AVE**

City, State, Zip: **CHICAGO, IL 60617**

Group Number: **1644** Item # **11**

Lot Description: **LOT 14 BYRD SUB DBK 141 PG 353 GRANT SEC 44 T4S R1W #SEC 44 T4S R1W #MP29 02 44 0 030 (29 02 44 0 030 372.XXX) 402 ST CHARLES AVE**

Nuisance Date: 8/1/2023 Posting Date: 8/29/2023 Hearing Date: 9/5/2023

Date lot was cut: 11/1/2023 Contractor: AA&A Demolition

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	8,657	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**175.00**

Shelia E Dean
SECRETARY

Marchetta Tate
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 7, 2023

Lot Owner: **NETTLES GWENDOLYN**

Address: **8404 SOUTH OGLESBY STREET**

City, State, Zip: **CHICAGO, IL 60617**

Group Number: **1644** Item # **12**

Lot Description: **LOT 13 BYRDS SUB DBK 141 PG 353 GRT SEC 44 T4S R1W #SEC 44 T4S R1W #MP29 02 44 0 030 (29 02 44 0 030 373.XXX) 400 ST CHARLES AVE**

Nuisance Date: 8/1/2023 Posting Date: 8/29/2023 Hearing Date: 9/5/2023

Date lot was cut: 11/1/2023 Contractor: AA&A Demolition

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,845	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**175.00**

Shelia Edwards
SECRETARY

Maychetta Tate
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 7, 2023

Lot Owner: **MITCHELL JERRY**

Address: **231 WOODLAKE MANOR DR**

City, State, Zip: **LAKEWOOD, NJ 07718**

Group Number: **1644** Item # **13**

Lot Description: **N 1/2 OF LOTS 96, 98, & 97 DIV A MILLVILLE DBK 121 N S P 512 #SEC 17 T4S R1W #MP29 08 17 2 000 (29 08 17 2 000 030.XXX) 474 MCCARLEY ST**

Nuisance Date: 8/1/2023 Posting Date: 8/29/2023 Hearing Date: 9/5/2023

Date lot was cut: 11/1/2023 Contractor: AA&A Demolition

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	6,750	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	60	$	7.00	$	**420.00**
		Total Project Cost:			$	**595.00**

Shelia Edwards
SECRETARY

Marchette Tate
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 7, 2023

Lot Owner: **HUDSON JOHN DUMONT**

Address: **P. O. BOX 252**

City, State, Zip: **GRAND BAY, AL 36541**

Group Number: **1644** Item # **15**

Lot Description: **BEG S/S OF ST CHARLES AVE 571 FT(S) E OF SE COR ST CHARLES AVE & ST STEPHENS RD TH ELY ALG S/S OF ST CHARLES 48 FT(D) 27 FT(S) TH SLY 199.45 FT TH WLY & PAR TO E/L OF ST CHARLES AVE 45 FT(S) TH NLY 196 FT TO BEG BEING PART GRT SEC 44 T4S R1W #SEC 44 T4S R1W #MP29 02 44 0 033 (29 02 44 0 033 013.XXX) 272 ST CHARLES AVE**

Nuisance Date: 8/1/2023 Posting Date: 8/29/2023 Hearing Date: 9/5/2023

Date lot was cut: 11/1/2023 Contractor: AA&A Demolition

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	2,942	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		17	$	3.00	$	**51.00**
Debris Removal	Cubic Yard	60	$	7.00	$	**420.00**
		Total Project Cost:			$	**646.00**

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 7, 2023

Lot Owner: **RUSSELL ROZELLA**

Address: **4340 DORAL CT**

City, State, Zip: **EIGHT MILE, AL 36613-3701**

Group Number: **1644** Item # **16**

Lot Description: **LOT 21 BLK 1 SOUTH MILLVILL E DBK 128 P 253 #SEC 23 T4S R1W #MP29 07 23 0 002 (29 07 23 0 002 306.XXX) 2672 HAYLES ST**

Nuisance Date: 8/1/2023 Posting Date: 8/29/2023 Hearing Date: 9/5/2023

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	4,676	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Sheila E. Dean
SECRETARY

Mayshetta Jones
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 7, 2023

Lot Owner: **SMITH JAMES M, WALTER L SMITH,**

BERNARD J SMITH, STEPHEN SMITH, GLORIA J

Address: **1859 WILDWOOD PLACE**

City, State, Zip: **MOBILE, AL 36609**

Group Number: **1644** Item # **17**

Lot Description: **LOT 3 SUB OF LOTS 7 & 8 BLK 8 MURRELL TRT DBK 102/26 #SEC 23 T4S R1W #MP29 07 23 0 002 (29 07 23 0 002 093.XXX) 2672 MURRELL LN**

Nuisance Date: 8/1/2023 Posting Date: 8/29/2023 Hearing Date: 9/5/2023

Date lot was cut: 11/1/2023 Contractor: AA&A Demolition

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		17,508	$	0.0125	$	**218.85**
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**268.85**

Sheila E Dean

SECRETARY

Maebeth Jarte

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 7, 2023

Lot Owner: **ELLIS ASHLEY**

Address: **810 DUDLEY AVE**

City, State, Zip: **MOBILE, AL 36612**

Group Number: **1644** Item # **18**

Lot Description: **LOT 4 BLK 7 FULTON RIDGE ES TS MBK 4 P 110 #SEC 32 T4S R1W #MP29 11 32 4 002 (29 11 32 4 002 030.01X) 2006 STOCKTON DR**

Nuisance Date: 8/1/2023 Posting Date: 8/29/2023 Hearing Date: 9/5/2023

Date lot was cut: 11/1/2023 Contractor: AA&A Demolition

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		10,400	$	0.0125	$	**130.00**
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		3	$	3.00	$	**9.00**
Debris Removal	Cubic Yard	5	$	7.00	$	**35.00**
		Total Project Cost:			$	**224.00**

Shelia Edgar
SECRETARY

Marchetta Ivy
INSPECTOR

Amy Fowler
SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 7, 2023

Lot Owner: **CURRY DORTHY JEAN TAYLOR**

%CHARLENE CURRY

Address: **3613 E FORGE RD**

City, State, Zip: **DAVIE, FL 33328**

Group Number: **1644** Item # **19**

Lot Description: **LOT 48 COLGIN ADD TO OAKDALE DBK 115 P 361 #SEC 28 T4S R1W #MP29 10 28 4 005 (29 10 28 4 005 069.XXX) 1571 PLOVER ST**

Nuisance Date: 8/1/2023 Posting Date: 8/29/2023 Hearing Date: 9/5/2023

Date lot was cut: 11/1/2023 Contractor: AA&A Demolition

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,200	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		1	$	3.00	$	**3.00**
Debris Removal	Cubic Yard	10	$	7.00	$	**70.00**
		Total Project Cost:			$	**248.00**

Sheila E Dean
SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 7, 2023

Lot Owner: **ROBISON JOHNNIE DAVID**

Address: **203 BAY SHORE AVE**

City, State, Zip: **MOBILE, AL 36607**

Group Number: **1644** Item # **20**

Lot Description: **LOT 5 BLK 3 BASCOMBE TRT DBK 128 NS PG 1 #SEC 34 T4S R1W #MP29 11 34 2 000 (29 11 34 2 000 014.XXX) 1154 ARLINGTON ST**

Nuisance Date: 8/1/2023 Posting Date: 8/29/2023 Hearing Date: 9/5/2023

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	6,350	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Sheliae K Dean
SECRETARY

Margaret B Curtis
INSPECTOR

Tony Cook
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
November 7, 2023

Lot Owner: **CHESTANG DEWEY D & MARY E**
C/O WOODROW HUDSON JR
Address: **6200 ZEIGLER BLVD**
City, State, Zip: **MOBILE, AL 36608**
Group Number: **1644** Item # **21**

Lot Description: **LOTS 1 & 2 BLK C CREEK HILL SUB MBK 4 P 568 #SEC 42 T4S R1W #MP29 07 42 0 003 (29 07 42 0 003 111.XXX) 461 W CREEK CIR DR**

Nuisance Date: 8/1/2023 Posting Date: 8/29/2023 Hearing Date: 9/5/2023
Date lot was cut: 11/1/2023 Contractor: AA&A Demolition

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		10,679	$	0.0125	$	**133.49**
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	20	$	7.00	$	**140.00**
		Total Project Cost:			$	**323.49**

Shelia Edwards
SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 7, 2023

Lot Owner: **RHODEN CARLOS D**

Address: **110 SAINT CLAIR CT**

City, State, Zip: **FAYETTEVILLE, GA 30214-5207**

Group Number: **1644** Item # **22**

Lot Description: **LOT 7 SUBDIV OF LOTS 7 & 8 BLK 8 MURRELL TRT BEING SAME PPTY CONVEYED TO SAID JOSEPH JONES BY DELLA ISOM BY DEED 8-24-46 & REC IN DBK 409/330 SAID PPTY BEING THE MURRELL TRT AS PER PLAT DBK 102 NS P 26 #SEC 23 T4S R1W #MP29 07 23 0 002 (29 07 23 0 002 088.XXX) 2660 MURRELL LN**

Nuisance Date: 8/1/2023 Posting Date: 8/29/2023 Hearing Date: 9/5/2023

Date lot was cut: 11/1/2023 Contractor: AA&A Demolition

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		18,600	$	0.0125	$	232.50
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		3	$	3.00	$	9.00
Debris Removal	Cubic Yard	15	$	7.00	$	105.00
		Total Project Cost:			$	396.50

SECRETARY

INSPECTOR

SUPERVISOR

RESOLUTION ASSESSING THE COST OF REMOVAL OF NOXIOUS OR DANGEROUS WEEDS IN FRONT OF OR ON CERTAIN PARCELS OF LAND IN THE CITY OF MOBILE, ALABAMA.

WHEREAS, an itemized report in writing has been made to the City Council of Mobile, showing the costs of removing noxious or dangerous weeds on or in front of the hereinafter described parcels of land, a copy of such report having first been posted on the Council Chamber door more than three days prior to the meeting at which the report was received, and the City Council having heard the report, together with any objections which may have been raised by any of the property owners liable to be assessed for the work of culling such weeds, and the City Council being of the opinion that such report in all respects be confirmed.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF MOBILE as follows:

Section 1. The amount set opposite each described parcel of real property contained in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as **Weed Lien Group 1644** shall constitute special assessments against such respective parcels of land; and each such parcel of land is hereby assessed with the amount set opposite its description; and the assessment hereby, made and confirmed shall constitute a lien on and against each such respective parcel of land for the amount of each respective assessment so made; and the report made to this body of the costs of removing the noxious or dangerous weeds on or in front of the respective parcels of land is hereby in all respects confirmed.

Section 2. It is directed that a copy of this resolution be delivered to the Tax Collector of the City of Mobile, and it shall be his duty to add the amounts of the above respective assessments to the next regular bills for ad valorem taxes levied against the said respective lots and parcels of land for municipal purposes, and such amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedure on foreclosure and sale as in the case of delinquency as provided for ordinary ad valorem taxes.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/14/2023

Submitted by:

James A. DeLapp, Executive Director, Public Works

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Recognizing employee of the month for November, John Sledge with Historic Development in Public Works at Large.

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

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	11/6/2023

REVIEWERS:

Department	Reviewer	Action	Date
Build Mobile	Gauthier, Lana	Approved	11/9/2023 - 1:09 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 – John Sledge (Employee # 3514)**
  Public Works at Large (Historic Development)

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:11/14/2023

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 - MOBILE ALUMNAE CHAPTER OF DELTA SIGMA THETA SORORITY, INC	Cover Memo	11/6/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	11/6/2023 - 1:02 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 Mobile Alumnae Chapter of Delta Sigma Theta Sorority, Inc., from his discretionary funds; and

WHEREAS, Mobile Alumnae Chapter of Delta Sigma Theta Sorority, Inc., is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Mobile Alumnae Chapter of Delta Sigma Theta Sorority, 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 Mobile Alumnae Chapter of Delta Sigma Theta Sorority, 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:11/14/2023

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 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 910519540 Status: Approved Page 1

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
	General Notes --- AS PER QUOTE 35973 SOURCEWELL CONTRACT 080819-IFA			
001	B703.2497NORTH SEA.103962 INCLUDES 11.96 SY OVERAGE Additional Description Notes --- PER YOUR QUOTE#35973 FOR QUESTIONS OR CONCERNS CONTACT B. JORDAN @251.208.7878	125.58 SQUAREYARD	41.84000	5254.27
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
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
	MOBILE, AL 36644			
002	B701.2656 INCLUDES 11.96 SY OVERAGENORTH SEA.102889	77.74 SQUAREYARD	48.31000	3755.62
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 OVERAGENORTH SEA.102897	95.68 SQUAREYARD	45.53000	4356.31
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
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
	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

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz

Title: Chief Procurement Officer

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

Interface Americas Inc.

DocuSigned by:
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:11/14/2023

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:11/14/2023

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:11/14/2023

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

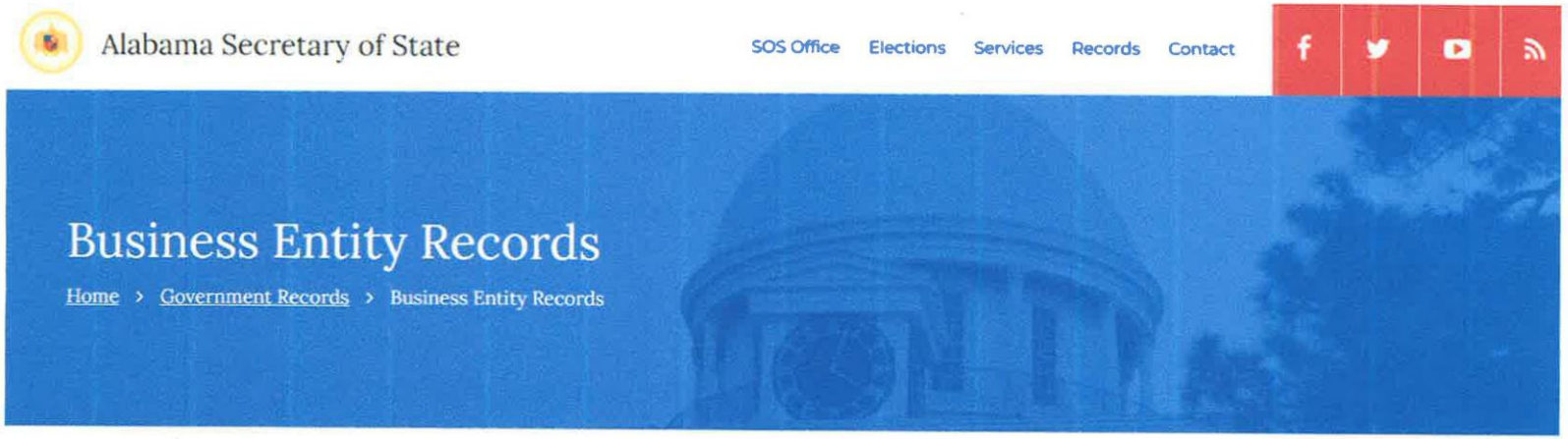
In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

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 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 $ 15,000 $ 1,000,000 $ 2,000,000 $ 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) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $	Y	Y	UMB036976600	09/01/2023	09/01/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 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 E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 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
Memorial Day	Monday, May 27, 2024
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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

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

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.

Mailing Address:
City of Mobile
Procurement Department
P.O.Box 1948
Mobile AL 36633

Package Delivery:
City of Mobile
Procurement Department
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, AL 36644

Phone: (251) 208-7434 **Email:** Purchasing@cityofmobile.gov

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:11/14/2023

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 MC
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

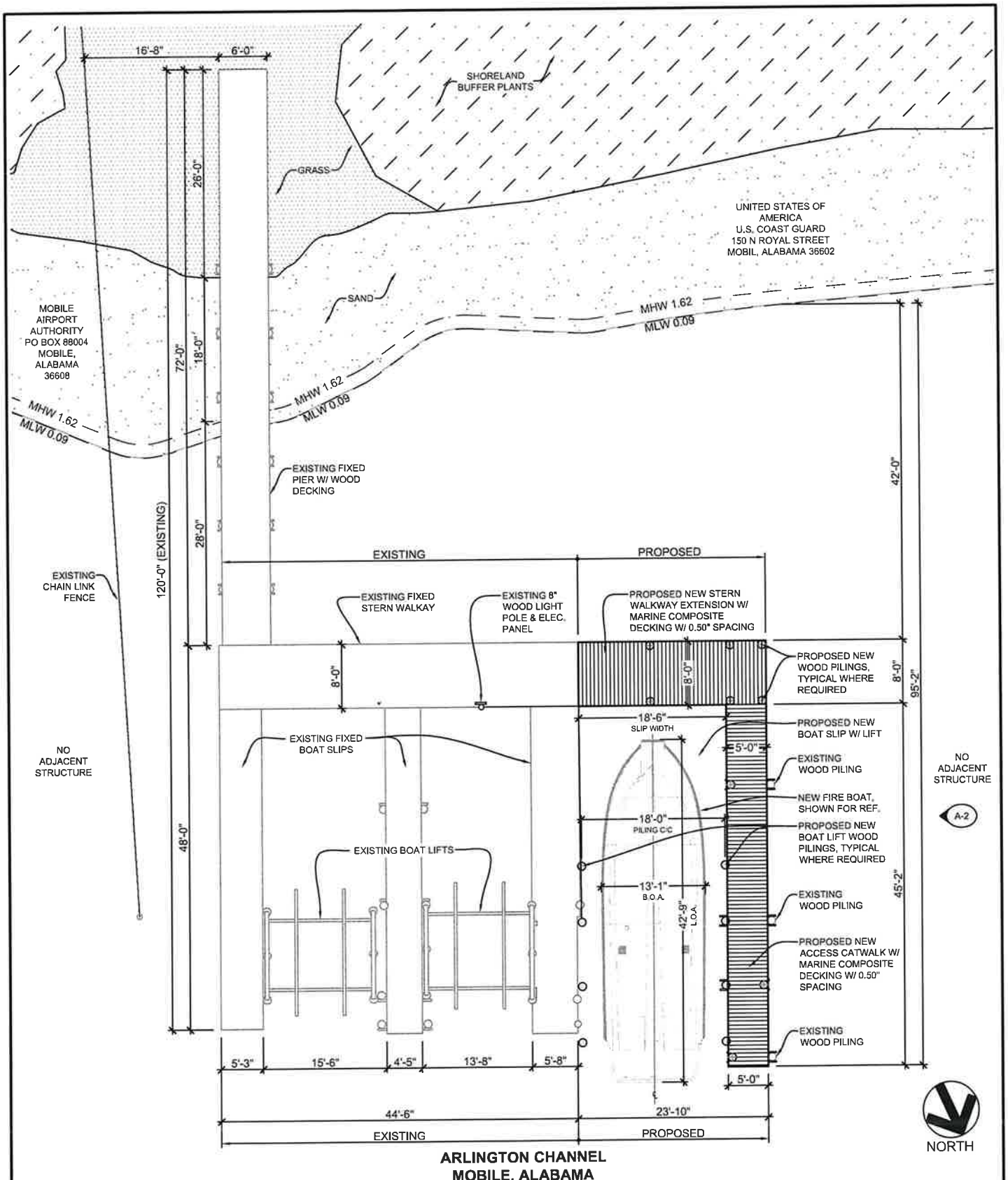
Revised Date: 06/16/2023

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

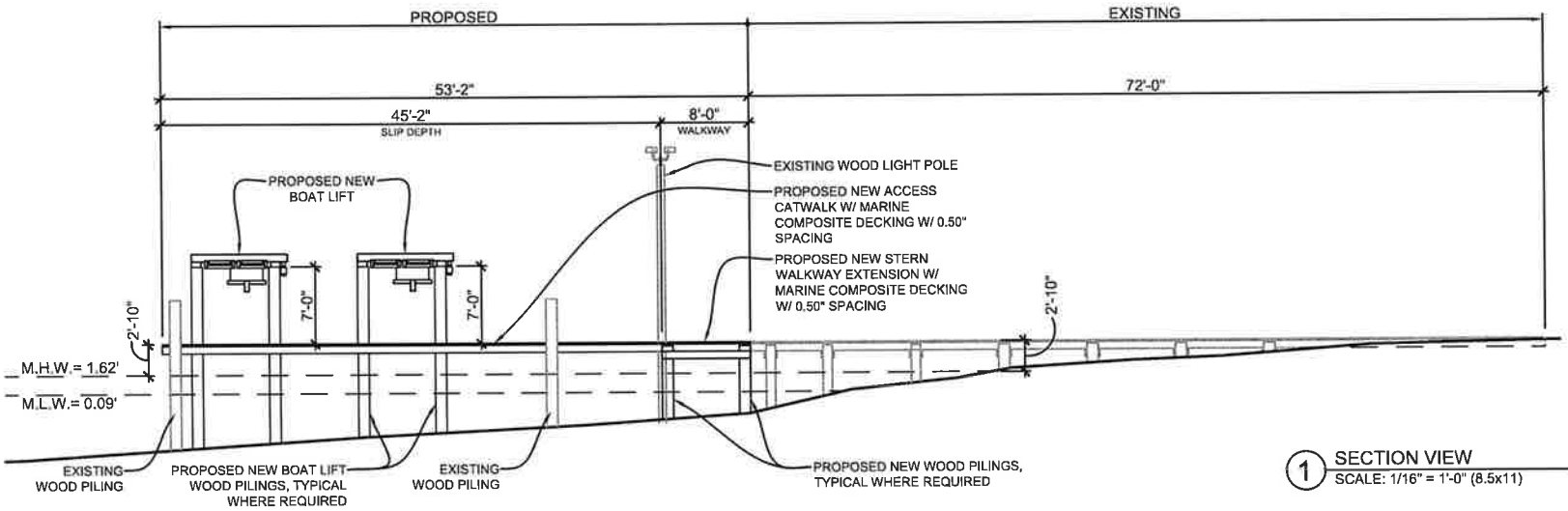
Revised Date: 06/16/2023

Scale: SEE SHEET

Revised Date:

A-3

3 of 4



1 SECTION VIEW
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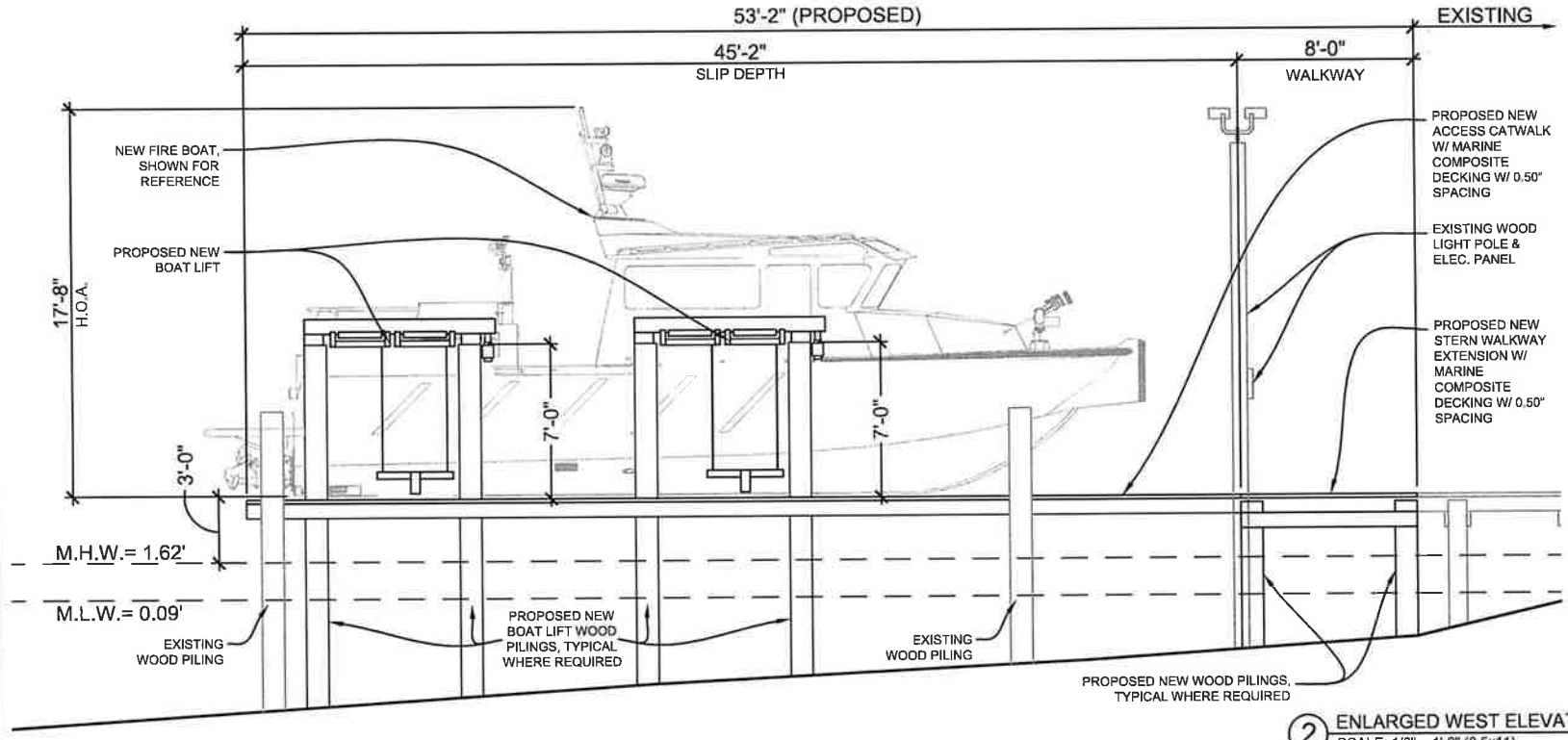
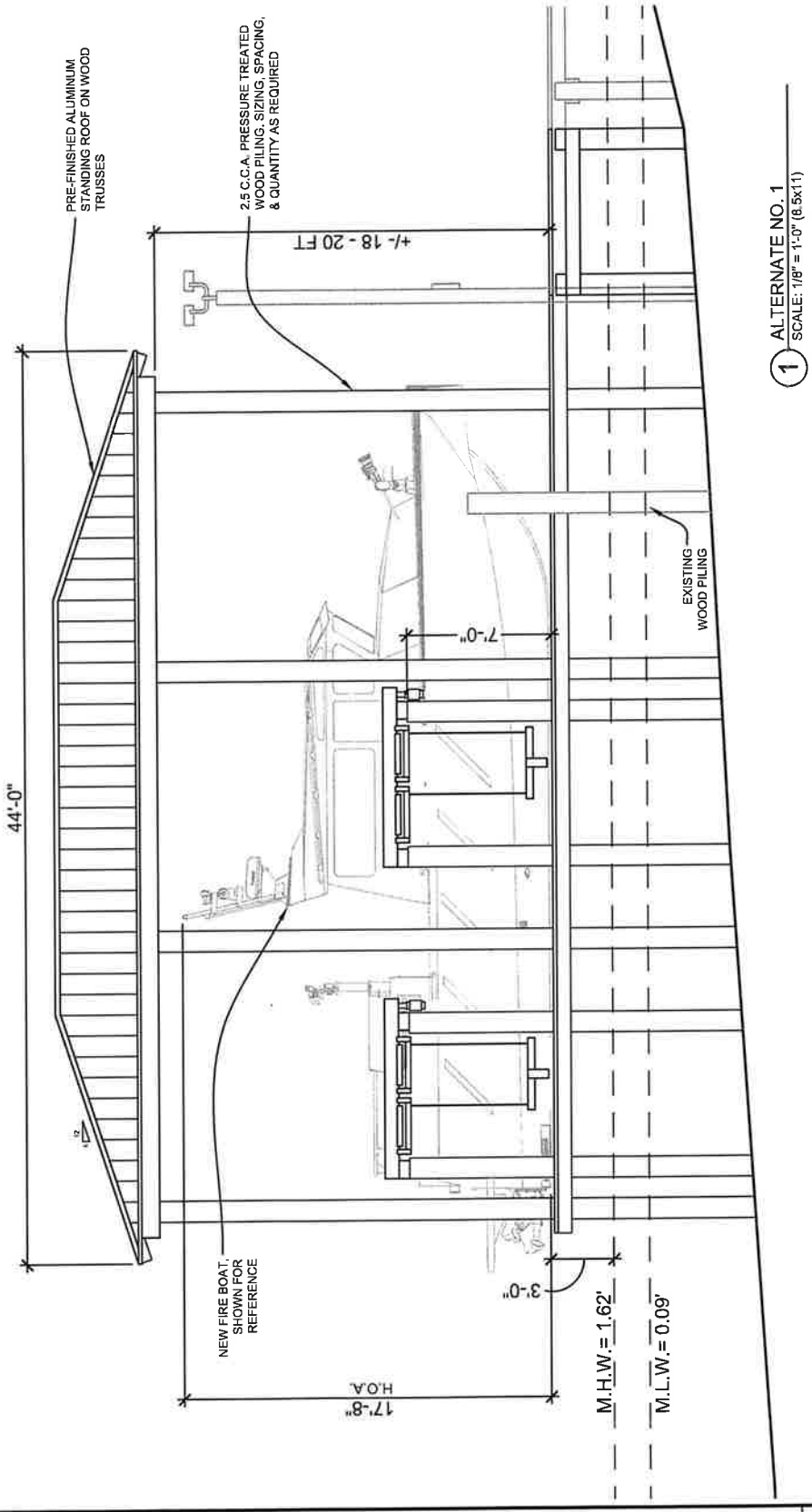


2 ENLARGED WEST ELEVATION
SCALE: 1/8" = 1'-0" (8.5x11)

729



1 ALTERNATE NO. 1
SCALE: 1/8" = 1'-0" (8.5x11)

MOBILE ALABAMA
ARCHITECTURAL ENGINEERING DEPARTMENT
GOVERNMENT PLAZA, 5TH FLOOR SOUTH TOWER
MOBILE, ALABAMA 36633
(251) 208-7454

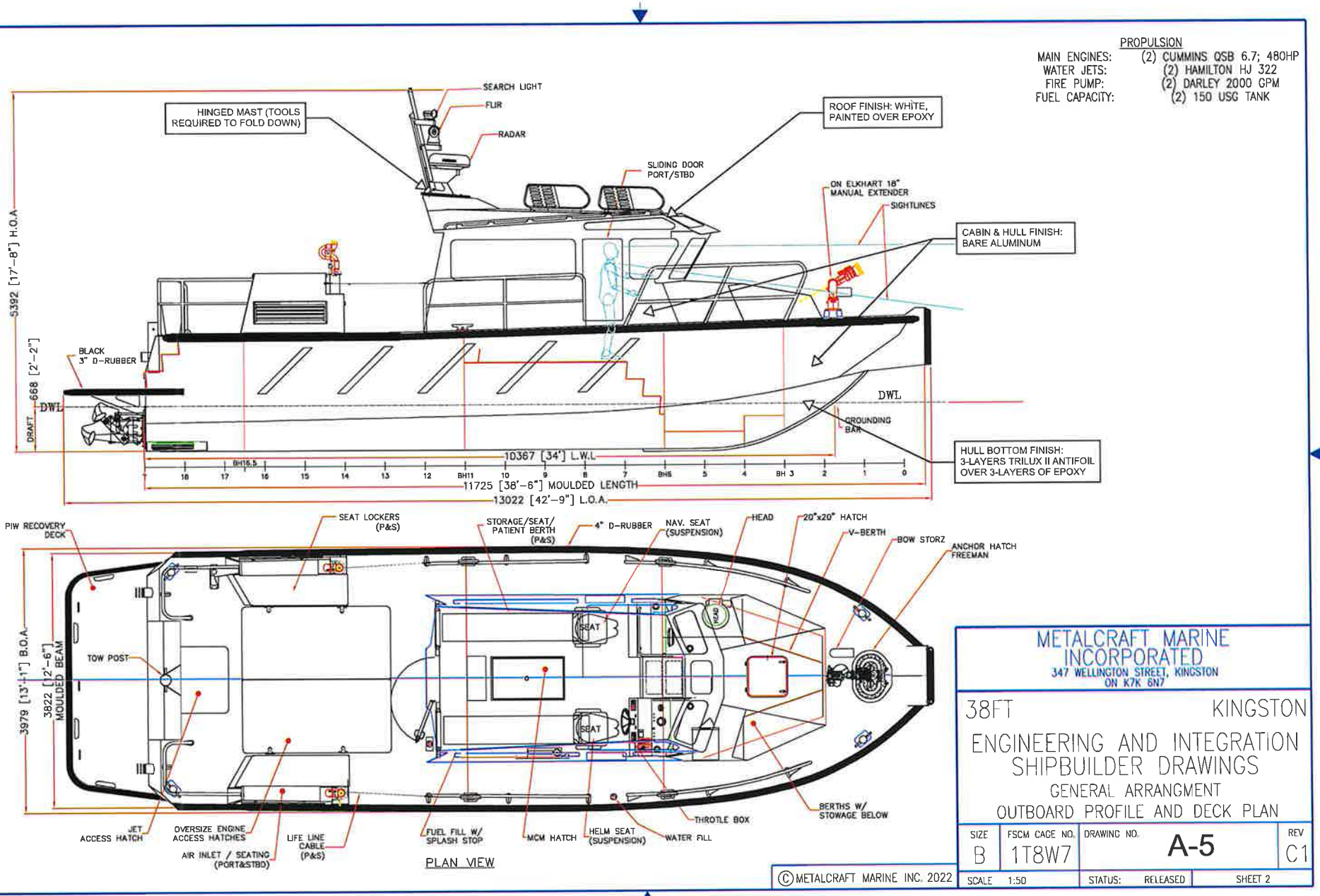
Title: **MOBILE FIRE-RESCUE DEPARTMENT**
BOAT LIFT + DOCK IMPROVEMENTS

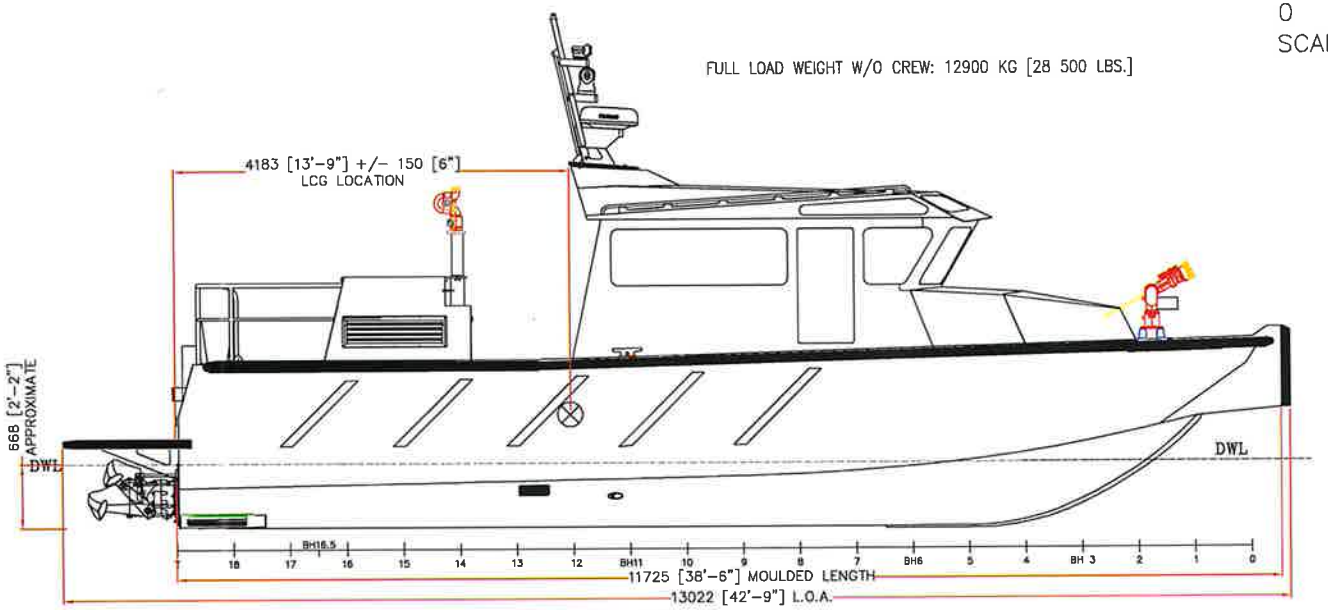
Sheet Title: **ALTERNATE NO.1 - BOATHOUSE**
WEST ELEVATION VIEW

Revised Date: 06/16/2023

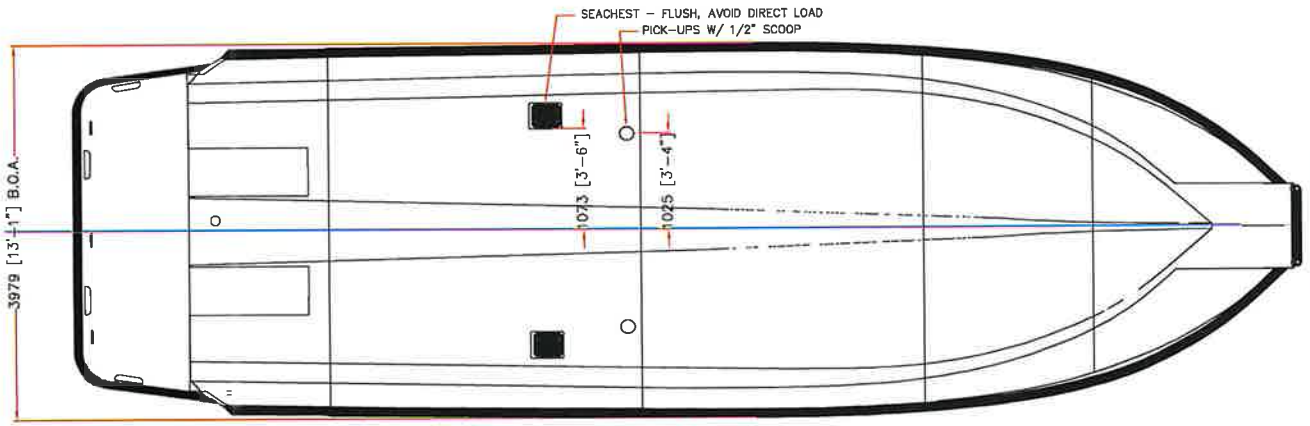
Scale: SEE SHEET

Revised Date: A-4 4 of 4

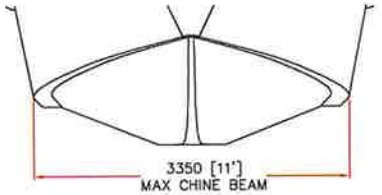

PROPULSION
MAIN ENGINES: (2) CUMMINS QSB 6.7; 480HP
WATER JETS: (2) HAMILTON HJ 322
FIRE PUMP: (2) DARLEY 2000 GPM
FUEL CAPACITY: (2) 150 USG TANK
HINGED MAST (TOOLS REQUIRED TO FOLD DOWN)
SEARCH LIGHT
FLIR
RADAR
ROOF FINISH: WHITE, PAINTED OVER EPOXY
SLIDING DOOR PORT/STBD
ON ELKHART 18" MANUAL EXTENDER
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

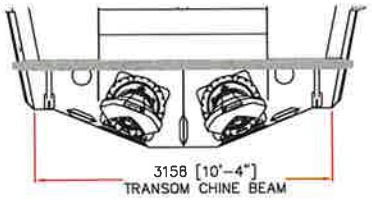


PROFILE VIEW



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

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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

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	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			LME146806	03/01/2023	03/01/2024	EACH OCCURRENCE	$ 1,000,000
	[X] MARINE GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$ 5,000
	[X] SRLL	Y	Y				PERSONAL & ADV INJURY	$ 1,000,000
	[ ]						GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS-COMP / OP AGG	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC							$ XXXXXXX
	[ ] OTHER:							$ XXXXXXX
A	AUTOMOBILE LIABILITY			648978746 00	03/10/2023	03/10/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO [X] SCHEDULED AUTOS						BODILY INJURY (Per person)	$ XXXXXXX
	[ ] OWNED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y				BODILY INJURY (Per accident)	$ XXXXXXX
	[X] HIRED AUTOS ONLY [ ]						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY Y/N			1114594Y	07/22/2023	07/22/2024	[X] PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N]						E.L. (Each accident)	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y				E.L. DISEASE (Ea employee)	$ 1,000,000
	[X] ALTERNATE EMPLOYER						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
	[ ] USL&H ENDORSEMENT							$ XXXXXXX
	[ ] MARITIME EMPLOYERS LIABILITY							$ XXXXXXX
	[ ] OCSL ACT							$ XXXXXXX
								$ XXXXXXX
C	U.S. LONGSHORE & HARBOR WORKERS COMPENSATION ACT			ALMA02312-04	07/22/2023	07/22/2026	[X] PER STATUTE [ ] OTH-ER	
	[X] ALTERNATE EMPLOYER						E.L. (Each accident)	$ 1,000,000
	[ ] MARITIME EMPLOYERS LIABILITY	N/A	Y				E.L. DISEASE (Ea employee)	$ 1,000,000
	[ ] OCSL ACT						E.L. DISEASE - ANN AGG	$ 1,000,000
	[ ]							$ XXXXXXX
	AIRCRAFT LIABILITY						EACH OCCURRENCE	$ XXXXXXX
	[ ] OWNED AIRCRAFT						AGGREGATE	$ XXXXXXX
	[ ] NON-OWNED AIRCRAFT			NOT APPLICABLE				$ XXXXXXX
	[ ] PASSENGER LIABILITY							$ XXXXXXX
	[ ]							$ XXXXXXX
A	UMBRELLA / EXCESS LIAB / BUMBERSHOOT			LME146808	03/01/2023	03/01/2024	EACH OCCURRENCE	$ 2,000,000
	[ ] UMBRELLA [X] BUMBERSHOOT						AGGREGATE	$ 2,000,000
	[ ] EXCESS							$ XXXXXXX
	[ ] CLAIMS MADE [ ] OCCUR	Y	Y					$ XXXXXXX
	[ ] DED [ ] RETENTION $							$ XXXXXXX
	ENERGY						CSL, ANY ONE OCCURRENCE (100% interest)	$ XXXXXXX
	CONTROL OF WELL / OPERATORS EXTRA EXPENSE						ANY ONE OCCURRENCE (100% interest)	$ XXXXXXX
	[ ] CARE, CUSTODY AND CONTROL (CCC)						XXXXXXX	
	OFFSHORE OIL AND GAS PROPERTY						VALUES AS SCHEDULED	$ XXXXXXX
	[ ] PLATFORMS			NOT APPLICABLE			VALUES AS SCHEDULED	$ XXXXXXX
	[ ] PIPELINES							$ XXXXXXX
	[ ]							$ XXXXXXX
	[ ]							
	ONSHORE OIL AND GAS PROPERTY						VALUES AS SCHEDULED	$ XXXXXXX
	[ ] OIL & GAS PROPERTY						VALUES AS SCHEDULED	$ XXXXXXX
	[ ] CONTRACTORS EQUIPMENT							$ XXXXXXX
	[ ]							
	NAMED WINDSTORM						AGGREGATE	$ XXXXXXX
	[ ] CCC [ ] OFF-SHORE [ ] ON-SHORE							

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:11/14/2023

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		

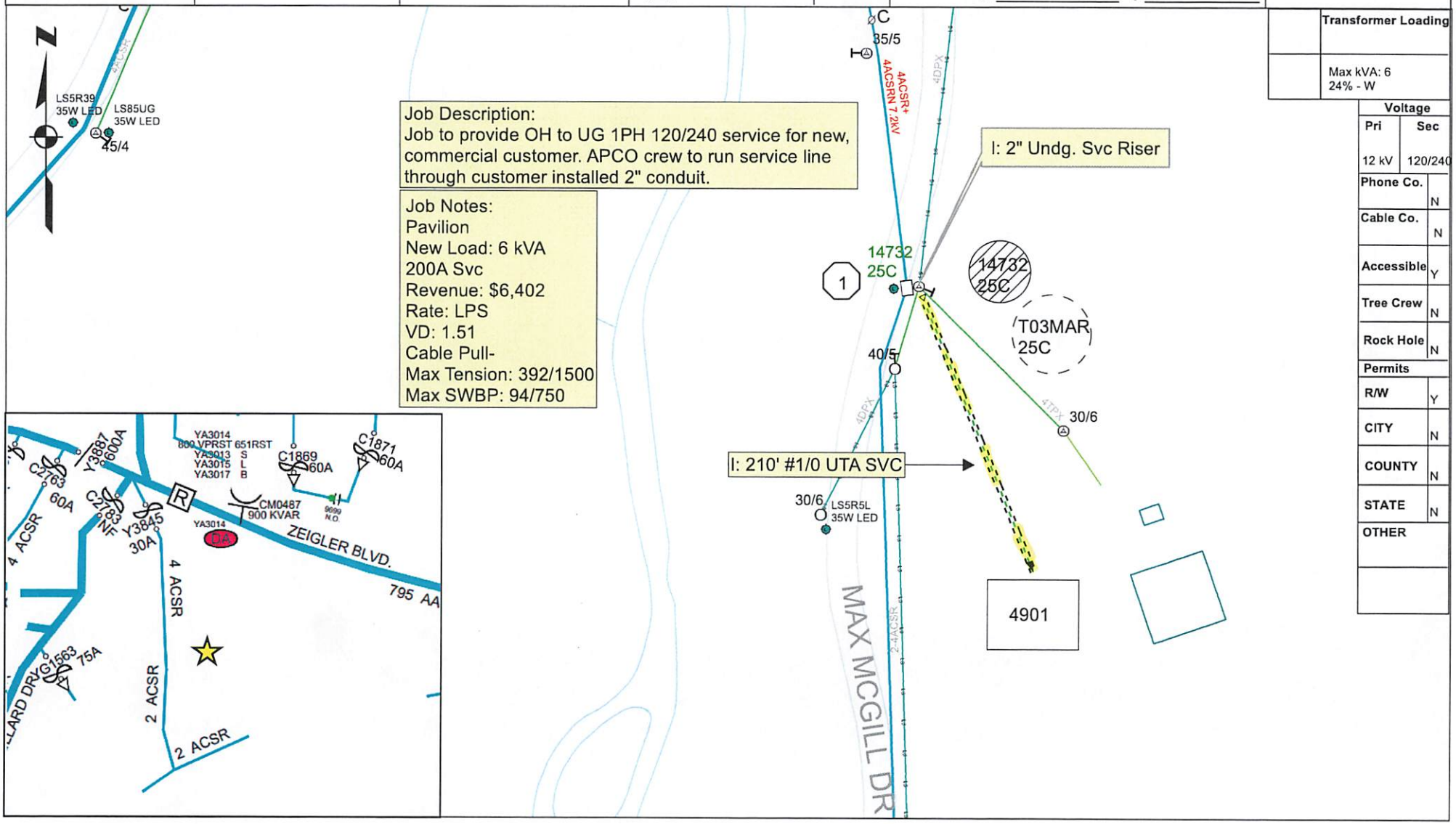
Job Description:
Job to provide OH to UG 1PH 120/240 service for new, commercial customer. APCO crew to run service line through customer installed 2" conduit.

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:11/14/2023

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:11/14/2023

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